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ADP TOTALSOURCE®

Summary Plan Description

HR. Payroll. Benefits.



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Este documento es un resumen del plan de jubilación de nuestra compañía. Para asistencia en español, llame al Centro de Servicios al Empleado (“CSE”) de ADP TotalSource entre las 8:00 a.m. y las 10:00 p.m. (hora del este). Los números de teléfono del CSE son:

(800) 554 - 1802

Introduction

ADP TotalSource Group, Inc. (the “Company”) maintains the ADP TotalSource Retirement Savings Plan (the “Plan”) for eligible employees of employers that have adopted the Plan. The Plan is a defined contribution plan that is intended to be a “multiple employer” plan as described in Section 413 of the Internal Revenue Code (the “Code”).

Numerous employers have adopted the Plan for the benefit of their eligible employees. The employers that have adopted the Plan are referred to in this Summary Plan Description (the “Summary”) as the Employers or individually as the Employer. Your Employer has adopted the Plan for its eligible employees. You will be provided with a summary (“Plan Highlights”) of certain elective features of the Plan that apply to your Employer’s Plan, as elected by your Employer in its Plan Adoption Agreement. This Summary describes general features of the Plan, and is supplemented by the Plan Highlights applicable to your Employer.

The Plan is a type of plan commonly known as a 401(k) plan. It is intended to encourage and assist you in saving for retirement through the ability to make pre-tax contributions and post-tax Roth contributions to the Plan. The retirement benefit that you receive from the Plan will depend on both the amounts contributed to the Plan by you and, if applicable, by your Employer on your behalf and on the investment performance of the amounts in your account.

The Administrative Committee of the ADP TotalSource Retirement Savings Plan is the Plan Administrator. You may contact the Plan Administrator through the Company’s Employee Service Center at (800) 554-1802 or (800) 670-8881.

The Company has retained Voya Institutional Plan Services, LLC (“Voya Financial™”) as the recordkeeper for the Plan. The recordkeeper is responsible for maintaining records with respect to employees’ accounts in the Plan and effecting participant Plan investment elections. The recordkeeper also performs administrative functions such as processing loan and withdrawal requests. The functions performed by the recordkeeper are discussed in more detail throughout this Summary.

This Summary and the associated Plan Highlights are not meant to interpret, extend, or change the Plan in any way. Any questions that are not answered in these documents should be referred to a representative of the Plan Administrator. **If there is any inconsistency between the Plan as described in this Summary and the Plan document itself, the terms of the Plan document will govern.** Copies of the Plan document are available for your inspection from the Plan Administrator during regular working hours.

Please read this Summary carefully. If any details are not clear, or if you have any questions, please contact the Employee Service Center (ESC) at (800) 554 -1802 .

A. ELIGIBILITY

You are eligible to participate in the Plan if you are an eligible employee of your Employer. For these purposes, the following employees are not eligible to participate in the Plan:

- Leased employees.
- Non-resident aliens with no United States source income.
- Members of collective bargaining units (unless the collective bargaining agreement expressly provides for inclusion of the employee).
- Individuals who are not classified by an Employer as common-law employees (even if any such individual is treated as an employee under common-law employment principles, or if a court or administrative agency determines retroactively that such an individual has been a common-law employee of the Employer and not an independent contractor).
- Individuals who are not reported on the United States payroll reports of the Company.
- Any other employment classification excluded by your Employer in its Plan Adoption Agreement.

If you are an employee who is eligible to participate in the Plan, you will become a participant once you have attained age 21 and you have completed the service requirement elected by your Employer. (Please see the Plan Highlights to determine the service requirement elected by your Employer for Plan participation.)

If your Employer has elected in its Adoption Agreement a Year of Service requirement for purposes of Plan eligibility, this means completion of at least 1,000 "Hours of Service" during either your first twelve consecutive months of employment, or during any plan year that begins during or after your first twelve consecutive months of employment. (The Plan's plan year is the calendar year). If your Employer does not maintain hourly records with respect to your employment, you will be credited with 45 Hours of Service for any week in which you complete at least one Hour of Service. Hours of Service include hours credited for vacation, personal time, holiday, sickness, disability, layoff, jury duty, military duty, or Leave of Absence. However, no more than 501 Hours of Service will be granted for any single period of absence (other than approved leaves of absence and certain military leaves).

If your Employer has elected a three-month service requirement for purposes of Plan eligibility, this means that you have been employed for a period of at least three months, beginning with your date of employment.

If you are an eligible employee and you have met the Plan's eligibility requirements, you will be able to enroll in the Plan as of the first of the month following the month in which you satisfy the Plan's eligibility requirements. Your deductions will begin as of the first check in that month, or as soon as administratively practicable thereafter depending on the timing of when you enroll in the Plan. See Section B (HOW TO ENROLL) for more information.

You should note that if you are simultaneously employed by more than one Employer that has adopted the Plan (provided both Employers are not part of the same "controlled group" under Internal Revenue Service rules), you are only eligible to participate in the Plan with respect to the Employer with whom you were first employed, unless you elect to participate with respect to the second Employer pursuant to procedures established by the Plan Administrator, or you execute a valid waiver with respect to participation in the Plan through such first Employer. In the case of such election or waiver, you may be eligible to participate with respect to the second Employer.

B. HOW TO ENROLL

Before you become eligible to participate in the Plan, you will receive a password issued by Voya. The password will be mailed to you in a security envelope. With this password, you can enroll in the Plan either over the telephone by calling (855) 646-7549 or over the Internet at <https://adptotalsource.voyaplans.com>. If you do not elect to make salary deferrals and your Employer makes basic contributions on your behalf, you should still enroll to choose investment funds as provided below.

When enrolling, you must make the following decisions:

- Designate the amount, if any, you wish to contribute to the Plan on a pre-tax basis from 1% to 100% of your annual compensation, in whole percentages. You may also designate the amount you wish to contribute as a Roth contribution in whole percentages.
- Choose the investment funds in which you wish to have your contributions invested.
- Specify the percentage of your contributions to be allocated to each investment fund selected.

You should also ensure that you have designated one or more beneficiaries for your Plan account, as described below, via the Internet at <https://adptotalsource.voyaplans.com>

The percentage of your annual compensation that you elect to contribute to the Plan will remain in effect until you either cancel your contributions or change the amount you wish to contribute. Canceling or changing your contribution percentage can be accomplished either over the telephone or over the Internet.

C. YOUR BENEFICIARY

You should name a beneficiary at the time you first enter the Plan. This is the person or entity that will be paid the proceeds of your account upon your death. If you are married, your beneficiary is your surviving spouse at the time of your death, unless your spouse consents to your designation of another person or entity as named beneficiary in writing, properly witnessed by a notary public or Plan representative. In this event, the proceeds of your account will be paid to the beneficiary you have so designated. For all purposes under this Summary, “spouse” means a person to whom you are legally married for federal tax purposes.

If you are unmarried, you may name whomever you wish to be your beneficiary. However, your beneficiary designation will be revoked if you are later married (or remarried), at which time your spouse will become your beneficiary. As mentioned in the preceding paragraph, though, you may name another person or entity to be your beneficiary if your spouse consents to your designation in the manner described in the preceding paragraph.

Whether you are married or unmarried, your beneficiary designation may be superseded by a qualified domestic relations order (“QDRO”) that designates an alternate payee. See Section O (ASSIGNMENT OF BENEFITS) for more information on QDROs.

However, no disclaimers or renunciations of an interest under the Plan by a participant, beneficiary or other person will be recognized other than a QDRO.



D. SALARY DEFERRALS

You may elect to contribute an amount of up to 100% (in whole percentages and subject to limits prescribed by law) of your eligible compensation each payroll period on a pre-tax basis. This means that these contributions are not subject to Federal income tax when you contribute them to the Plan. They are, however, subject to withholding for Social Security and/or Medicare (FICA) taxes, and may be subject to state taxes depending on where you live. These contributions are known as “salary deferrals.”

As described above, the amounts you elect to contribute to the Plan are not subject to Federal income tax. As a result, your after-tax pay is greater when saving in the Plan than if you save the same amount outside of the Plan.

Following is an illustration of the current tax savings for a person earning \$25,000 a year and saving 10% of his or her salary on a pre-tax basis, compared with saving 10% of salary on an after-tax basis (for example, putting the money in a savings account). Note that the example does not take other tax exemptions and exclusions into account:

	Saving on a pre-tax basis through the Plan	Saving on an after-tax basis outside the Plan
Gross Income	\$ 25,000	\$ 25,000
Salary Deferral (10% - untaxed)	\$ 2,500	\$ 0
Taxable Income	\$ 22,500	\$ 25,000
Federal Tax (assume 15% bracket)	\$ 3,375	\$ 3,750
After-tax Income	\$ 19,125	\$ 21,250
After-tax Savings	\$ 0	\$ 2,500
Spendable Income	\$ 19,125	\$ 18,750

This individual's spendable income increases by \$375 as a result of saving through the Plan.

As of January 1, 2015 (or earlier, if permitted by the plan adopted by your Worksite Employer), you may also elect to make Roth elective deferrals into the Plan. A Roth elective deferral is an elective deferral that is treated as includible in your income at the time you would have received that amount in cash had you not made a deferral election. A Roth elective deferral is made in lieu of all or a portion of the pre-tax salary deferrals that you are otherwise eligible to make under the Plan and the combined amount cannot exceed 100% of your eligible compensation.

Roth elective deferrals are credited and debited to the separate Roth elective deferral subaccount maintained within your salary deferral account.

Roth elective deferrals are made on an after-tax basis (i.e., the contributions are deposited in the Plan after taxes are paid on it). Once contributed to the Plan, your Roth elective deferrals will grow tax-free. This means that upon distribution from the Plan, you will not be liable for Federal income tax on your Roth elective deferrals, or for the earnings on your Roth elective deferrals, provided the distribution (i) occurs at least five years after the year in which you first made Roth elective deferrals to the Plan, and (ii) occurs after you have attained age 59½, or as a result of your disability or death.

You may change your contribution percentage at any time. Any change that you make will become effective as soon as is practicable following the date you applied to make the change. In addition, you may suspend your contributions at any time.

By law you are not allowed to defer more than a certain dollar amount each year under this Plan or any other cash or deferred arrangement. This amount is determined by the Internal Revenue Service, and may be increased each year based on cost of living adjustments. The maximum amount that you can currently contribute to the Plan is as follows, and is determined based on whether your Plan is a regular 401(k) plan or a SIMPLE 401(k) plan:

Year	Maximum 401(k) Deferral	Maximum SIMPLE Deferral
2014	\$17,500	\$12,000

If you are eligible to make salary deferrals and you have attained or will have attained age 50 by the end of the calendar year, you are also eligible to make additional “catch-up contributions” to the Plan in excess of the limits described above (or any other limits applicable under the Plan). The amount of catch-up contributions that you are eligible to make each year is illustrated below, and is determined based on whether your Plan is a regular 401(k) plan or a SIMPLE 401(k) plan:

Year	401(k) Catch-Up Contribution	SIMPLE Catch-Up Contribution
2014	\$5,500	\$2,500

If your Employer elects to make matching contributions to the Plan under its Adoption Agreement, these contributions will be made based on your salary deferrals and any catch-up contributions you may make. See the Plan Highlights to determine if your Employer has elected to make matching contributions.



E. COMPENSATION

The Plan uses a special definition of “compensation” for purposes of the Plan. This definition applies when determining the amount of your own salary deferrals and also when allocating any contributions that your Employer elects to make. (See the Plan Highlights for more information on Employer contributions.)

Unless otherwise noted in the Plan Highlights, the term “compensation” means the taxable compensation paid to you by your Employer, including any salary deferrals you make to this Plan, to a Section 125 plan, to a Section 129 plan, to a Section 403(b) annuity, or to a Section 457 plan, and also any qualified transportation fringes under Section 132(f)(4) of the Internal Revenue Code that are paid to you. Compensation also includes differential wage payments paid to you while you perform qualified military service. Your compensation does not include any of the following items, even if paid to you by your Employer: reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, taxable welfare benefits, amounts realized from the exercise of stock options (both qualified and non-qualified), and other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee). Compensation also excludes severance pay and all contributions by your Employer to funded non-qualified deferred compensation plans that are not subject to a substantial risk of forfeiture, and any compensation paid to you for periods prior to your Employer’s adoption of this Plan. In addition, your Employer will elect in its Adoption Agreement whether compensation will include for purposes of your participation in the Plan “bonuses” or “commissions” (which status will be evidenced by the payroll practices or records of the Employer).

If your Employer adopted, prior to January 1, 2004, a SIMPLE 401(k) plan, the definition of compensation used by the Plan differs from that described above. If you participate in a SIMPLE 401(k) plan and would like additional information on what the Plan’s definition of compensation is, you should contact the Plan Administrator.

If you are self-employed, your compensation means your net earnings from self employment determined under Code Section 1402(a), prior to subtracting any contributions made under this Plan on your behalf.

When determining contributions under the Plan, your compensation is counted as follows: (A) with respect to your salary deferrals, only during the portion of the Plan Year for which you are eligible to make salary deferrals, (B) with respect to matching contributions that are made on a “per payroll period” basis, only during the portion of the Plan Year for which you are making salary deferrals, (C) with respect to matching contributions that are made on a “plan year end” basis, only during the portion of the Plan Year for which you are eligible to make salary deferrals (regardless of whether you actually elect to do so for the entire period) and (D) with respect to other Employer contributions, only during the portion of the Plan Year for which you are eligible for such contributions.

By law, the amount of compensation that may be taken into consideration for Plan purposes is limited. In 2014, this limit is \$260,000. This limit may be adjusted by the IRS in future years.



F. ROLLOVER CONTRIBUTIONS

If you are eligible to participate in the Plan and receive a distribution from another eligible retirement plan or Individual Retirement Account ("IRA"), you may be eligible to roll that distribution over to this Plan either via a direct transfer from the other eligible retirement plan or IRA, or by manually providing a check to the Plan Administrator. All rollover contributions are subject to the consent of the Plan Administrator and the rules and procedures established by the Plan Administrator, including the requirements to provide substantiating documentation, as requested by the Plan Administrator, that the trust from which the funds are to be transferred permit the transfer to be made and that, in the determination of the Plan Administrator such transfer will not jeopardize the tax-exempt status of the Plan or trust or create adverse tax consequences for the Company or your Employer. All rollover contributions must be made in cash; however, a loan from another plan may not be rolled over into the Plan. You should note that your rollover contributions (if any) are not eligible for matching contributions, if your Employer has elected to make matching contributions. You should also note that rollovers of accumulated deductible employee contributions from a Simplified Employee Pension Plan are not permitted.

G. EMPLOYER CONTRIBUTIONS

Your Employer may make contributions to the Plan other than matching contributions. If your Employer has elected to make these contributions, the Plan Highlights will describe the amount and timing of these contributions.

H. AFTER-TAX CONTRIBUTIONS

You are not permitted to make after-tax contributions (other than Roth elective deferrals) to the Plan. However, in certain cases in the discretion of the Plan Administrator, the Plan will accept the transfer in of after-tax contributions that were made to another plan if that other plan is merged with this Plan. Any after-tax contributions will be accounted for separately from other contributions made under the Plan and will be subject to distribution and loan restrictions as if such amounts were salary deferral amounts under the Plan.

I. VESTING

You are always 100% vested in your salary deferrals and amounts (if any) that you have rolled over into the Plan (and all earnings on these contributions). This means that you are always entitled to receive 100% of these amounts, when permitted to take a distribution under the Plan in accordance with the Plan's distribution requirements described in Sections L and M of this Summary.

If your Employer elects to make contributions to the Plan, those contributions may be subject to a vesting schedule. The vesting schedule applied to your Employer's contributions, if any, (and any earnings on these contributions) is described in the Plan Highlights.

If you are not already 100% vested in your entire account and while you are employed by an Employer you attain your normal retirement age, you die, or you are terminated due to a disability which qualifies you for Social Security disability benefits, you will become 100% vested at that time. For Plan purposes, your normal retirement age is age 65.

If you terminate your employment before you are 100% vested in your account, the non vested portion of your account will be forfeited as soon as is practicable after the earlier of the date you incur five consecutive one-year breaks in service or the date you receive a distribution of the entire vested portion of your account. For these purposes, you will incur a one-year break in service in any calendar year in which you are not credited with more than 500 Hours of Service. Forfeitures, if any, will be used in the manner specified under the Plan.

If you are reemployed before incurring five consecutive one-year breaks in service and you pay back to the Plan the full amount of the distribution attributable to Employer contributions before the earlier of five years after the date of your reemployment or the date you incur five consecutive one-year breaks in service following the date of the distribution, then your forfeited amount (if any) will be restored to you.

J. INVESTMENT OF PLAN ASSETS

All contributions made to the Plan on your behalf are held under an insurance contract issued by an insurance company or in a trust and are invested in accordance with your instructions among one or more investment funds selected by the “Investment Committee” established under the Plan. You may choose where your account will be invested on a daily basis. The investment options available under the Plan are listed in the Plan Highlights.

Any such investment elections or transfers must be made by following the procedures established by Voya or the applicable investment fund manager (which may include restrictions on the availability of transfers, and minimum or maximum investment or transfer amounts for any particular investment fund or funds), and may be changed from time to time. Also, please note that the Investment Committee, Plan Administrator, Voya, or the investment fund manager may place restrictions on the frequency or amount of any fund trading, including restrictions required to prevent excessive trading. You will be notified if you are affected by any of these restrictions.

In some cases, appropriate costs associated with the administration of the Plan will be charged to or, if advanced by the Company (or an affiliate of the Company), reimbursed from the Plan’s trust. Generally, such expenses will be charged to the Plan’s trust as a whole, allocated to individual Participant Accounts in a manner determined by the Plan Administrator. However, costs associated with an action that is directly attributable to your Plan account will be allocated in their entirety to your Plan Account. Currently, the following expenses are charged directly to the accounts of affected participants:

- \$50 Loan initiation fee when processed electronically
- \$100 Loan initiation fee when processed via paper form
- \$40 Distribution fee on all distributions except installments and return of contributions relating to testing results and IRS limits
- \$100 Annual fee charged to participants who invest in the self-directed brokerage account. There may also be transaction fees within the self-directed brokerage account based on the investments selected by the participant.
- \$25 Fee per expedited delivery of checks and/or other documents to participants
- \$450 Qualifications of Domestic Relations Orders (this includes up to 2 reviews and a final qualification; additional reviews will result in a new fee)
- \$125 Subpoena Processing/ Joinder

All of the investment fund options in the Plan are subject to the risks and rewards associated with securities markets. There is a chance for gain as well as loss. More detailed information on these funds is available at <https://adptotalsource.voyaplans.com> or the fund fact sheets that are updated periodically. These documents describe the investment objectives and risk/return characteristics for each fund. They also discuss the type and diversification of assets making up the investment portfolio and identify the fund’s investment manager.

Please note that you are solely responsible for the selection and monitoring of your investment funds. Neither Voya, the Investment Committee, the Plan Administrator, nor the Company or the Employers (including any officer, employee or agent of the Company or any Employer) is empowered to advise you as to the manner in which your Plan account shall be invested. You should select investment funds based on your overall goals taking into account that the investment risk and expected rate of return varies among the funds and, if possible, you should discuss your investment plans with a qualified investment advisor.

You should evaluate the investment options available under the Plan in the same way you would evaluate any investment to determine whether you are comfortable with the investment risk and expected rate of return. The Plan is intended to constitute a plan under the Employee Retirement Income Security Act of 1974 (“ERISA”) Section 404(c) and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Consequently, the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you or your beneficiaries. You are urged to read the literature describing each investment fund prior to making any investment decision. Remember, you will bear the full impact of any losses as well as any gains of the funds you choose.

Your account will be adjusted daily to reflect any gains and losses attributable to the amounts in your account. You will receive a quarterly statement (which may be in electronic form) showing your individual account balance, including all contributions made on your behalf and income earned since the previous statement. Changes in your investment elections must be submitted directly to Voya through their normal procedures. You may contact them at (855) 646-7549 or via website at <https://adptotalsource.voyaplans.com> for assistance.

K. LOANS

If you are a participant in the Plan and are actively co-employed by your Employer and the Company, you may request a loan from your account in the Plan. (Note that any money purchase or qualified non-elective contributions made by your Employer may not be withdrawn as a loan.) The amount available for borrowing is determined by IRS regulations, the provisions of the Plan, and the Plan's Loan Policy, as summarized below. Participants who have defaulted on a prior loan from the Plan (or a predecessor plan) are not eligible for a new loan until the defaulted loan is paid in full, including any accrued interest. You may request a copy of the Plan's Loan Policy from the Plan Administrator, free of charge, at any time.

By taking out a loan, you are in effect borrowing from yourself and paying yourself back without paying taxes on the borrowed money. The interest and principal that you repay go back into your account. Unless changed by the Plan Administrator, the interest currently charged on new loans taken on or after January 1, 2015 will be equal to two percent (2%) above the prime rate (as published in the Wall Street Journal), determined as of the 1st of the month prior to the loan origination date; however, if you are performing service in the uniformed services of the United States, the interest rate on the loan will not exceed six percent (6%), compounded annually, while you are performing such service. Interest charged on your loan is generally not tax-deductible. (You should consult with your tax advisor if you have questions about the deductibility of interest on your Plan loan.)

You may generally have a maximum of two loans outstanding at one time. The minimum amount of a loan that you may receive is \$1,000. The maximum amount of a loan that you may receive (when added to the outstanding balance of any other loan from the Plan) is the lesser of:

- (a) \$50,000 reduced by the highest outstanding loan balance from the Plan to you during the one-year period ending on the day before the date on which the current loan is made over the outstanding balance of loans from the Plan on the date the loan is made, or
- (b) 50% of the present value of your vested account in the Plan.

Plan loans cannot have a repayment period that exceeds five years from the date of the loan. However, if your loan is to be used for the purchase of your principal residence, the repayment period for the loan may be up to ten years. In addition, your repayment period may be extended for leaves of absence due to qualified military service as provided in the Plan's loan procedures and policies, as described more fully below.

Loan repayments by Self Employed Individuals (SEI's) must be paid through Schedule C or K-1 earnings only through ACH transfer. Loan repayments by Leave of Absence and Commission-only employees may be made only through ACH transfer. Loan repayments by all other participants may be made through ADP TotalSource payroll deduction or ACH transfer according to a schedule of substantially level payments. However, all repayments must be made via the method elected (i.e., payroll deduction or ACH transfer, as the case may be). These repayments are allocated to your account based on your current investment election and pro rata to the loan distribution source(s). You can prepay all of your loan at any time, without penalty. You cannot, however, prepay only a portion of your loan, or refinance your loan. If a Participant elects to make loan repayments via ACH transfer and, for any scheduled payment, the ACH transfer account contains insufficient funds, the loan repayment will automatically be made via payroll deduction. If the Participant's compensation is insufficient to permit such payroll deduction, the entire loan balance will become immediately due and payable, and, if not paid in a lump sum by the Cure Period noted below, shall be deemed a distribution to you. Participants shall execute an agreement permitting payroll deductions in the event of an insufficient ACH transfer account balance as described above.

If you terminate your employment before the entire loan is repaid, full repayment will be required immediately. If you do not repay the entire amount by the end of the calendar quarter following the calendar quarter in which you terminated, the remaining amount of the loan, including accrued interest, will become a taxable distribution to you. You may not request a direct rollover of a loan to another qualified plan.

You may not take new loans under the Plan while on a leave of absence. However, loan repayments can be suspended for a period of six months if you go on an approved leave of absence without pay. If, however, you go on a leave of absence in order to perform military service, your loan repayments will be suspended for the period in which you are absent and performing military duties. Your loan will continue to accrue interest during the time in which loan repayments are suspended. Upon your return to employment, your outstanding loan balance will be re-amortized including the accrued interest.

If your leave of absence was not as a result of performing military duties, the re-amortized payments will not extend the term of your original loan. Thus, if you received a loan with a five-year repayment period, repay the loan for two years and then go on a six-month leave of absence, your outstanding loan balance, including accrued interest, which would have been repaid over the remaining three years of the loan period, will be re-amortized in order to be repaid over two and a-half years due to the six-month suspension of repayments.

If your leave of absence was as a result of performing military duties, payments will be re-amortized over the period of the loan that was left when your repayments were suspended as a result of your performing military duties. Thus, if you repaid three years of a five-year loan and then take a two-year leave of absence to perform military duties, when you return your outstanding loan balance (including interest accrued during your leave) will be re-amortized over the remaining two-year period of the original loan.

Immediate repayment is required for loans that have not been repaid within the normal loan period. Any loan with an outstanding balance due 60 days following the loan's maturity date will be deemed defaulted. In addition, your loan will be deemed to be in default if you fail to make a required repayment when scheduled. If you do not pay of the remaining balance of your loan within 60 days of the loan's maturity date, or you do not make up a missed repayment by the last day of the calendar quarter following the calendar quarter in which the repayment was missed (the "Cure Period"), your entire outstanding loan balance will be deemed to be a distribution to you. This means that you will pay taxes on the outstanding loan balance. In addition, if you are younger than age 59½, you may be subject to a 10% penalty tax on the amount of the outstanding loan balance, including accrued interest.

Voya's website can help you model loans. When doing this modeling, the system will determine the maximum amount of a loan that you can request, and will illustrate estimated repayment amounts based on the amount of the loan, the interest charged on the loan, and the repayment period.

You should note that approval of a Plan loan may be delayed or disallowed if your account is affected by a QDRO with which the Plan Administrator must comply. In addition, if the Plan Administrator receives credible written notice that a QDRO affecting your account is being sought, it will prohibit you from taking a loan for a reasonable period of time to permit you and/or an alternate payee to obtain a QDRO. See Section O (ASSIGNMENT OF BENEFITS) for more information on QDROs.

L. WITHDRAWALS PRIOR TO TERMINATION OF EMPLOYMENT

Withdrawals After Age 59½

You may request a withdrawal of all or any vested portion of your accounts at any time after you have attained age 59½. The minimum amount that may be withdrawn in this case is \$1,000. If you wish to receive an in-service withdrawal from your account once you have attained age 59½, please contact Voya at (855) 646-7549 or via website at <https://adptotalsource.voyaplans.com>.

Hardship Withdrawals

If you incur a financial hardship, you may request a withdrawal from the portion of your account that is attributable to your own salary deferrals (excluding any earnings thereon) and from any vested portion of your Employer contributions account (excluding Safe Harbor Employer Contributions). However, you will not be eligible to make hardship withdrawals if the value of your Rollover Account is greater than the amount necessary to alleviate the financial hardship.

If you do receive a hardship withdrawal, it will be subject to taxation (and potentially a 10% penalty tax if you are younger than age 59½), unless an exception applies.

A hardship means you have an immediate and heavy need, and you cannot get money to relieve this need from any other sources (including a loan from the Plan). You may not withdraw more than the amount required to meet your immediate and heavy financial need, plus an amount to cover the taxes and any penalties that you will have to pay as a result of receiving a withdrawal from the Plan. An immediate and heavy financial need means that you have a financial need for one of the following reasons:

- (1) Expenses for (or necessary to obtain) medical care for you, your spouse, or any of your dependents;
- (2) Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- (3) Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for you, your spouse, your children, or your dependents;
- (4) Payments necessary to prevent your eviction from your principal residence or the foreclosure on the mortgage of that residence;
- (5) Payment of burial or funeral expenses for your deceased parent, spouse, children or dependents; or
- (6) Payment of expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the tax code.

A withdrawal will be deemed “necessary” to satisfy your financial need if, and only if: (i) your withdrawal does not exceed the amount necessary to alleviate your immediate and heavy financial need (the amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the withdrawal), and (ii) you have obtained all distributions, other than hardship distributions, and all non-taxable loans currently available under all plans maintained by the Adopting Employer (except to the extent that taking a loan will not alleviate the hardship or repaying the loan would create a financial hardship). In the event that you take a hardship withdrawal, you will be suspended from making salary deferrals to the Plan or any other type of pre-tax or after-tax elective contributions to any qualified or non-qualified plan maintained by the Adopting Employer (not including health or welfare benefit plans) for six (6) months following the hardship withdrawal.

Rollover Contributions

You may withdraw amounts that you contributed to the Plan as a rollover contribution (and any earnings thereon) at any time by making a request to the Plan Administrator.

M. DISTRIBUTION AT TERMINATION OF EMPLOYMENT

Eligibility for Distribution

You (or your beneficiary, in the event of your death) will be entitled to receive a distribution of the vested amounts in your account when your employment terminates for any reason.

Amount of Benefit

The benefit you or your beneficiary will be entitled to receive is equal to the vested balance of your account as of the date the distribution is processed.

Timing and Form of Distribution

When you become eligible to receive a distribution of your Plan benefit you may elect to receive payment of your benefit in one of the following forms:

- Lump Sum – This form will provide you with one lump sum equal to the entire value of your vested account in the Plan.
- Installment Payments – You may choose to receive your money in equal installment payments over a certain term. You cannot elect a number of installments that exceeds your life expectancy (or the joint and last survivor expectancy of you and your designated beneficiary) at the time installments are to begin.

Optional forms of benefit may be modified, if necessary, in order to comply with certain minimum distribution requirements of Federal law. You will be notified if these rules apply to you. Also, the amount of each monthly payment to your beneficiary cannot be more than the amount paid to you.

Account Balances of \$5,000 or Less – If the present value of your vested account is \$5,000 or less, the following rules will apply:

- If the present value of your vested account (including any portion attributable to a past rollover contribution) does not exceed \$1,000, you will automatically receive payment of your benefit in the form of an immediate lump sum cash payment, without your election.
- If the present value of your vested account (including any portion attributable to a past rollover contribution) does not exceed \$5,000 and is more than \$1,000, then the Plan Administrator will pay the lump-sum payment of such amount as a direct rollover to an individual retirement plan designated by the Plan Administrator, without your election, unless you elect in writing to receive payment in the form of a lump sum.

Direct Rollover – You may be eligible to elect a direct rollover of your distribution to an IRA or another qualified plan, to avoid current taxation of your benefit. The Plan will not provide for a direct rollover if the amount of the eligible rollover distribution is reasonably expected to total less than \$200 during a year. You should review the detailed information regarding the tax treatment of distributions from the Plan that is provided to you when you terminate employment for more information on direct rollovers.

N. REQUIRED BENEFIT COMMENCEMENT

Payment of your Plan account must be made (or begin to be made) no later than your “required benefit commencement date.” In this case, you must either withdraw your entire account balance, or begin to receive required minimum distributions from the Plan.

If you are not a 5% or more owner of your Employer, your required benefit commencement date is the April 1st following the close of the year in which the later of the following occurs:

- you attain age 70½; or
- you terminate your employment.

If you are a 5% or more owner, your required benefit commencement date is the April 1st following the close of the year you attain age 70½.

O. ASSIGNMENT OF BENEFITS

As a general rule, your interest in your account may not be assigned or transferred. This means that your interest may not be sold, used as collateral for a loan (except for a Plan loan), given away, or otherwise transferred while you are a participant.

However, there is an exception to this general rule. The Plan Administrator may be required by law to recognize obligations you incur as a result of court-ordered child support or alimony payments. If the Plan receives a QDRO that requires the distribution of all or part of your benefits to your spouse, former spouse, child, or other dependent, the Plan Administrator will be required to obey the order. All or a portion of your account, in this event, may be used to satisfy the obligation created by the QDRO.

The Plan Administrator has implemented procedures necessary to determine the validity of and to administer QDROs. You and your beneficiaries can obtain, without charge, a copy of the QDRO Procedures from the Plan Administrator. As a part of those procedures, Plan loans, withdrawals, and distributions will be suspended during a period when a domestic relations order has been submitted for review, as is required by law.

P. CONTRIBUTION LIMITS

The IRS sets limits on the amounts that may be deposited to your account each year. One of these limits is a flat dollar limit that applies to the amount of your salary deferrals. As discussed in Part E of this Summary, the flat dollar limit for 2014 is \$17,500. (If, prior to January 1, 2004, your Employer elected to make SIMPLE contributions to the Plan, the limit is \$12,000 instead.) These limits may change each year, and are discussed in further detail in Section D (SALARY DEFERRALS). In addition, if you are eligible to make catch-up contributions as discussed in Section E, you may make an additional catch-up contribution for 2014 of up to \$5,500. (The catch-up contribution limit for a Plan that makes SIMPLE contributions is \$2,500 for 2014.) After 2014, this amount may be adjusted by the IRS to reflect cost-of-living increases.

Limitations are also set by law on the amount (measured as a percent of compensation) of deferrals and matching contributions that may be contributed to the Plan on behalf of highly compensated employees. For these purposes, you are considered to be a highly compensated employee for 2014 if you earned more than \$115,000 in 2013 or if you are (or were) a 5% or more owner in 2014 or 2013. If these limitations affect you, you will be notified and the Plan Administrator will take whatever corrective actions are required. Note that these limitations are not applicable in years in which your employer chooses to have the Plan meet certain “safe harbor” standards.

In addition to these limits, the IRS has established a limitation on the total amount that may be contributed to your account in one year. This limit applies to the total of contributions you make and any contributions your Employer makes on your behalf. For 2014, the limit is the lesser of 100% of compensation or \$52,000.

Finally, special rules apply if the Plan becomes “top-heavy.” This Plan will be considered top-heavy if more than 60% of the total Plan assets are in the accounts of “key employees.” Key employees are certain owners and officers of your Employer. If the Plan becomes top-heavy, your Employer may be required to make minimum contributions on your behalf.

Q. RIGHT TO EMPLOYMENT

Participation in the Plan does not give you the right to be retained in the employ of your Employer, nor does it interfere in any way with the right of your Employer to discharge or terminate you at any time. Such discharge or termination shall, however, have no effect on your rights under the Plan that have accrued through your date of discharge or termination.

R. CLAIMS PROCEDURE

To receive a retirement benefit, you (or your beneficiary, in the event of your death) must contact Voya at (855) 646-7549.

If your application for benefits is denied, the Plan Administrator will notify you in writing or electronically of the reasons for the denial within 90 days after receipt of your claim. The Plan Administrator may extend the time for processing your claim up to an additional 90 days provided that, no later than the end of the original 90-day period, the Plan Administrator provides you with written notification of the extension. This notification must indicate the special circumstances that require an extension of time and the date by which the Plan Administrator expects to render the benefit determination. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the claimant until the date on which you respond to the Plan Administrator's request for information.

If your benefit claim is denied, the notification provided by the Plan Administrator shall contain:

- The specific reason or reasons for the claim denial;
- Reference to the specific Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

If your claim is denied, you or your authorized representative may appeal the decision in writing within 60 days after receiving notification of the denial.

During this period, you may submit written comments, documents, records, and other information relating to your claim. In addition, you may be able to request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

Within 60 days of your appeal, the Plan Administrator will notify you in writing or electronically of its final decision. In special cases, the Plan Administrator may take up to an additional 60 days to notify you of its final decision, but you will be notified of the delay and the special circumstances requiring the delay. If the extension is required due to your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the claimant until the date on which you respond to the Plan Administrator's request for information.

If your appeal is denied, the Plan Administrator's notification of denial will contain:

- The specific reason or reasons for the adverse determination;
- Reference to the specific Plan provisions on which the determination is based;
- Notification that you may receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and
- A statement of your right to bring a civil action under Section 502(a) of ERISA.

The Plan Administrator shall serve as the final review committee under the Plan and shall have sole and complete discretionary authority to determine conclusively for all parties, and in accordance with the terms of the documents or instruments governing the Plan, any and all questions arising from administration of the Plan and interpretation of all Plan provisions, determination of all questions relating to participation of eligible employees and eligibility for benefits, determination of all facts, the amount and type of benefits payable to any participant, and construction of all terms of the Plan. Decisions by the Plan Administrator shall be conclusive, final, and binding on all parties and not subject to further review.

Also, please note that the Plan's provisions require that you pursue all your claim and appeal rights described above before seeking any other legal recourse regarding claims for benefits, vesting of benefits, death benefits, or any other claims under the Plan. If you fail to fully exhaust your claim and appeal rights as described above, you will have no right to bring any legal action to recover under the Plan. In addition, no legal or equitable action for benefits under the Plan, to enforce your, your beneficiary's or any other person's (the "claimant's") rights under the Plan, to clarify the claimant's right to future benefits under the Plan, or against the Plan Administrator or any other Plan fiduciary may be brought more than one year following the earlier of: (i) the date that such one-year limitations period would commence under applicable law, (ii) the date upon which the claimant knew or should have known that the claimant did not receive an amount due under the Plan, or (iii) the date on which the claimant fully exhausted the Plan's administrative remedies.

S. AMENDMENT AND TERMINATION OF THE PLAN

Although the Company intends to continue the Plan indefinitely, the Plan is entirely voluntary and may be amended or terminated by the Company at any time. Such action may be taken by the Company or any of its duly authorized representatives, including the Administrative Committee.

If the Plan is terminated for any reason, all benefits under the Plan will stop accruing and you will automatically become 100% vested in your account as of the termination date if you are not already 100% vested. The assets of the trust fund will then be distributed to participants and beneficiaries in a manner chosen by the Plan Administrator.

T. STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the ERISA. ERISA provides that all Plan participants shall be entitled to:

- Receive information about your Plan and benefits.
- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts, and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim within the time frames mentioned in Section R (CLAIMS PROCEDURE).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you have already exhausted your claim and appeal rights and other administrative remedies under the Plan, you may file suit in Federal court in the following cases:

- If you request a copy of Plan documents or the latest annual report from the Plan Administrator and you do not receive them within 30 days. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part. (For such a claim, you may file suit in a state or Federal court.)
- If you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order.
- If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

U. OVERPAYMENTS OF BENEFITS

If benefit payments are made to any person in excess of the amount due and payable under the Plan for any reason (including, without limitation, mistake of fact or law, reliance on any false or fraudulent statements, information or proof submitted by a claimant, or the continuation of payments after the death of a participant or beneficiary), the Plan Administrator (or his delegate) may take the steps it deems appropriate to recover the amount of any overpayment plus interest and costs. That authority includes but is not limited to the rights to: (a) seek the excess payment in a lump sum from such individual; (b) reduce future benefits payable to the individual who received the overpayment; (c) reduce future benefits payable to a beneficiary who is, or may become, entitled to receive payments under the Plan; and (d) initiate legal action or take such other legal action as may be necessary or appropriate to recover any overpayment (plus interest, attorney's fees and costs).



V. ERISA INFORMATION

Name of Plan

ADP TotalSource Retirement Savings Plan

Plan Year

The Plan Year is the calendar year.

Plan Sponsor

ADP TotalSource Group, Inc.
10200 Sunset Drive
Miami, FL 33173
EIN: 59-2452823
Plan #001

Plan Administrator

The Plan is administered by the Administrative Committee of the ADP TotalSource Retirement Savings Plan. The Plan Administrator may be reached at the following address:

ADP TotalSource Group, Inc.
10200 Sunset Drive
Miami, FL 33173

The Plan Administrator formulates and carries out all rules necessary to operate the Plan. The Plan Administrator makes decisions regarding the interpretation or application of the Plan (and any related documents and underlying policies) and determines all questions as to the rights, benefits, or eligibility of employees, participants, and beneficiaries. The Plan Administrator has full authority to act in its discretion when carrying out the provisions of the Plan. Any decision made by the Plan Administrator in good faith is final and binding on all parties.

Plan Trustee

Voya National Trust Company
One Orange Way, C4N
Windsor, Connecticut 06095-4774

Agent for Service of Legal Process

ADP TotalSource Group, Inc.
10200 Sunset Drive
Miami, FL 33173

Legal process also may be served on the Trustee or the Plan Administrator.



IN THE BUSINESS OF YOUR SUCCESS®

Representative Responsible for Providing Investment Information

The Plan Administrator has been designated to provide the information required under ERISA Section 404(c) and, upon request, the following information is available to Plan participants:

- (i) a description of the annual operating expenses of each investment alternative (including investment management fees, administrative fees, transaction costs, and other costs which may reduce the rate of return of such investment alternative), and a description of the amount of any such expenses expressed as a percentage of average net assets of the investment alternative;
- (ii) copies of prospectuses, financial statements and reports, and any other relevant materials relating to the investment alternatives available under the Plan to the extent such information is provided to the Plan;
- (iii) a list of the assets comprising the portfolio of each investment alternative, the value of each such asset (or the proportion of the investment alternative which it comprises), and, with respect to each investment alternative which is a fixed rate investment contract issued by a bank, savings and loan institution or an insurance company, the name of the issuer of the contract, the term of the contract and the rate of return of the contract;
- (iv) information with regard to the value of shares or units of the investment alternatives, as well as the past and current investment performances of each alternative, determined, net of expenses, on a reasonable and consistent basis; and
- (v) information with regard to the value of shares or units of the investment alternatives held in your account.

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