

Ascensus *Individual(k)*TM
Plan Establishment Kit

Because delivering a
quality plan shouldn't be
a second job.

Is the Ascensus *Individual(k)*TM Program Right for Me?

The Ascensus *Individual(k)*TM program is designed exclusively for owner-only businesses and for small businesses that can exclude non-owner employees from the plan. The Ascensus *Individual(k)* program may be right for you if you meet these requirements.

- Your plan cannot provide benefits for anyone except you (or you and your spouse) or for one or more partners (or partners and their spouses) if the business is organized as a partnership. For partnerships, each owner must have at least 10% ownership in the business to be eligible for the Ascensus *Individual(k)* program.
- If your business is structured as a corporation or other separate legal entity (such as an LLC), only a 100% owner (and spouse) is eligible for an *Individual(k)*.
- Your plan must qualify for the preparation of the Form 5500-EZ annual information return (versus the standard Form 5500). This means that
 - Your plan must cover only you (or you and your spouse) in an unincorporated business, and you (or you and your spouse) must own the entire business,
 - Your plan must cover only one or more partners (or partners and their spouses) in a business organized as a business partnership, and all partners must own at least 10% of the business, or
 - Your plan must cover only you (or you and your spouse) in an incorporated business (or LLC), and you (or you and your spouse) must own the entire business.

Before completing the Adoption Agreement, please consult with your legal advisor to determine if the Ascensus *Individual(k)* program is appropriate for you. This *Individual(k)* program is intended to be the only plan maintained by the employer. If you intend to maintain or make contributions to any other retirement plan in addition to the Ascensus *Individual(k)*, please consult with your legal advisor to determine if the Ascensus *Individual(k)* program is suitable for you.

Ascensus Individual(k) ESTABLISHING YOUR INDIVIDUAL(k) PLAN

Once you've decided to establish an Individual(k) plan, the process of executing the necessary paperwork is quite straightforward. Whether you have an existing business retirement plan in place or this is your first plan, the Helpful Information instructions located on the following page will help walk you through the steps necessary to establish an Individual(k) plan and consolidate your retirement assets. Your financial consultant will work with you to select the investments for your Individual(k) plan and will work with you to complete the appropriate paperwork for those investments.

IMPORTANT: If you haven't already done so, obtain your Employer ID Number (EIN) by applying online on the IRS website (www.irs.gov) or calling the Tele-TIN number at 800-829-4933.

There are three basic steps to the overall plan establishment process. Once you've completed steps 1, 2, and 3 simply refer to the checklist below that summarizes the documents and forms to be completed, the entity to be provided with either an original or a photocopy of the document or form (you and/or Ascensus), and mailing instructions.

- Step 1:** *Establish Your Plan* (Forms A and B)
- Step 2:** *Establish Recordkeeping Services* (Form C)
- Step 3:** *Establish Your Investment Account* (be sure to set Ascensus as an interested party on the account to ensure we receive copies of the account/investment statements on at least a quarterly basis using the address below)

WHAT GOES WHERE?

Ascensus' recordkeeping services are supported by the most knowledgeable people and the most advanced technology in the industry. Your assistance in this process, accomplished by the completion of this Plan Establishment Kit, helps ensure the long-term success of the processing relationship. Please follow the mailing instructions below.

	<u>MAIL TO ASCENSUS</u>	<u>RETAINED BY PLAN SPONSOR</u>
<input type="checkbox"/> Adoption Agreement (Form A)	Copy	Original
<input type="checkbox"/> Ascensus Application (Form B)	Copy	Original
<input type="checkbox"/> Recordkeeping Service Agreement (Form C including Schedules)	Copy	Originals
<input type="checkbox"/> Check* payable to Ascensus for installation and first year recordkeeping fees		

*Unless invoice option is selected (See Form B)

When all items are completed, mail the applicable items to Ascensus at:

Ascensus, Inc.
Attn: Individual(k)
124 Eighth Avenue NE
PO Box 807
Brainerd, MN 56401

WHAT'S NEXT?

Upon receipt of your completed Plan Establishment Kit, Ascensus will establish your Plan on Ascensus' recordkeeping system. Once your Plan has been completely installed, Ascensus will provide a welcome packet. The packet will be emailed to you if an email address is available. Your welcome packet will provide you with the instructions on funding your newly established Individual(k) plan, a guide for administering your plan, and certain operational forms.

IMPORTANT NOTE:

Instructions on the remittance of contributions to your Plan will be included in your welcome packet.

(DO NOT REMIT CONTRIBUTIONS TO ASCENSUS.)

The recordkeeping service Ascensus provides to Individual(k) plans is an accounting of the plan by money type (i.e., deferral, profit sharing, rollover, etc.). Contributions for the report period are posted to the account by money type, according to the instructions provided to Ascensus by the client. The net gain or loss of the entire investment account is applied to the money types on a pro-rata basis. Therefore, the Ascensus Individual(k) product requires that all money types use the same investment elections when it comes to the investment of contributions so that earnings are properly applied. Additionally, any transaction that is a transfer of assets between investments is also considered to be completed pro-rata per money type. The addition of Roth uses the same methodology as described and illustrated above.

Questions? Contact Ascensus Sales Desk at 800-345-6363, Option 1

Please follow the directions below and make sure all required sections of the enclosed forms are completed to avoid delays in establishing your plan.

FORM A – ADOPTION AGREEMENT

These instructions are designed to help you, the business owner, along with your attorney and/or tax advisor, review and complete the Adoption Agreement for your *Individual(k)* plan. These instructions are to be used as a general guide and are not intended as a substitute for qualified legal and tax advice. We recommend that you obtain the advice of your legal or tax advisor before you sign the Adoption Agreement.

You will use Form A, the *Individual(k)* Adoption Agreement, to execute your *Individual(k)* plan document. Once completed, this Adoption Agreement, along with the Basic Plan Document in this packet, will constitute your *Individual(k)* Plan Document—the legal documents governing your *Individual(k)* plan.

EMPLOYER INFORMATION

This section defines the employer information for the *Individual(k)* plan.

Name of Adopting Employer	Generally the Name of the Adopting Employer is your name or name of business (e.g., Johnson Consulting Services).
Adopting Employer’s Federal Tax Identification Number	The Adopting Employer’s Federal Tax Identification Number (EFTIN) must be that of the business entity, not your social security number as the owner of the business, even for a sole proprietorship. An EFTIN can be quickly obtained at no cost from the IRS website at www.irs.gov or by calling the IRS Business and Specialty Tax Line at 800-829-4933 and applying over the telephone.
Adopting Employer’s Tax Year End	Indicate your business tax year end (e.g., 12/31).
Type of Business	Select your Type of Business.
Name of Plan	The Name of Plan should be different from the Name of Adopting Employer and should indicate the plan type (e.g., Johnson Consulting Services Individual(k) Plan).
Plan Sequence Number	The Plan Sequence Number is used on the IRS Form 5500-EZ to identify an employer’s particular plan to the IRS. If you are adopting your Individual(k) plan as an amendment and restatement of an existing plan, the Plan Sequence Number should remain the same as the Plan Sequence Number of the plan you are restating. Otherwise, you should enter a three digit Plan Sequence Number that indicates the number of this plan in the sequence of all plans you have previously maintained. For example, if this is the first plan you have ever adopted for your business, the Plan Sequence Number will be 001. If this plan represents the second plan you have ever established, the Plan Sequence Number will be 002, and so on. For purposes of the Plan Sequence Number, you do not include SEP-IRA and SIMPLE IRA plans.
Trust Identification Number	A Trust Identification Number is only used if the plan has a separate tax identification number assigned to it that is different from the Adopting Employer’s Federal Tax Identification Number, which is not common. This field should be left blank if your plan does not have a separate tax identification number.
Account Number	Ascensus will assign an Account Number after we receive your completed paperwork. This field should be left blank.

Ascensus *Individual(k)* 401(k) Plan

HELPFUL INFORMATION

SECTION 1: EFFECTIVE DATES

Part A: New Plan Effective Date

Used for startup/new plans only to indicate when the plan initially becomes effective. The Elective Deferral Effective Date for new plans is also indicated in this section.

Effective Date	An <i>Individual(k)</i> plan is designed to operate on the same 12-month period as your business tax year, meaning the plan year will generally run January 1 through December 31. As a general rule, you will want to establish your <i>Individual(k)</i> plan effective as of January 1 of the calendar-year in which you are establishing the plan. The Effective Date determines the measuring period in determining compensation to be used for profit sharing allocations. Choosing a date other than the first day of the plan year will create a short plan year. If a short plan year is elected, you must consider the impact on compensation for contributions (e.g., only compensation earned during the plan year can be included and contribution limits will generally be prorated).
Elective Deferral Effective Date	The Elective Deferral Effective Date must be a current or future date and must not pre-date the plan Effective Date. If no option is selected, the Elective Deferral Effective Date will be the next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or becomes effective.

Part B: Existing Plan Amendment or Restatement Date

This section is completed if you are establishing your plan as an amendment or restatement of an existing plan. **NOTE:** *Ascensus will request additional information from you regarding your prior plan once your plan is established.*

Initial Plan Document Effective Date	The Initial Plan Document Effective Date of the plan should reflect the original effective date of the plan prior to Ascensus.
Frozen Plan Effective Date	If the plan is frozen, the date it became a frozen plan is indicated (If a plan is frozen, no contributions will be made to the plan based on compensation earned after the effective date of the frozen plan; however, loan payments may continue to be deposited.)
Amendment or Restatement Effective Date	Generally, the Amendment or Restatement Effective Date will be the date that amended provisions will take effect in the plan. This date should coincide with when Ascensus takes over the recordkeeping.

SECTION 2: ELIGIBILITY

An *Individual(k)* plan is designed for use by businesses that either do not have any employees (with the exception of spouses of business owners) or businesses that only employ employees that may be excluded from coverage under federal laws governing qualified retirement plans. This section allows you to establish the eligibility criteria that will determine who is eligible to participate in this plan. It is important to note that you, the business owner, are also subject to the eligibility criteria you establish. **Refer to the front of this packet for additional information regarding the Ascensus *Individual(k)* product requirements.**

Part A: Age and Eligibility Service

This section allows you to elect a minimum age and service requirement for eligibility to participate in the plan. The eligibility criteria selected will apply to both profit sharing and elective deferrals.

Age Requirement	The Age Requirement cannot be greater than 21. If no age is specified, there will be no age requirement.
Eligibility Service Requirement	A year of eligible service is defined as completion of 1,000 hours of service during the eligibility computation period, unless less than one year of service is required. The Eligibility Service Requirement cannot be longer than one year. If no option is selected, no eligibility service will be required.

Ascensus Individual(k) 401(k) Plan

HELPFUL INFORMATION

Part B: Employees Employed as of a Specified Date

This provision may be completed to waive the age and eligibility service requirements for employees that were employed as of date specified. This provision is available either at the time of establishment of a new plan or upon an amendment to the plan.

Age and Eligibility Waiver	You may elect this provision if your business was only recently established in order to avoid excluding yourself from participation because you have included a service requirement for eligibility which you have not met. Even with an age and eligibility waiver, all employees must satisfy an entry date before becoming a participant in the plan. Entry dates are defined as the first day of the plan year and the first day of the seventh month of the plan year. NOTE: <i>The waiver will only apply if Option 1 is selected and a date is specified. If no employees are specified, all employees on the specified date will be subject to the waiver.</i>
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SECTION 3: CONTRIBUTIONS

This section identifies whether employees may make Roth Elective Deferrals into the plan in addition to pre-tax Elective Deferrals.

Elective Deferrals	If no option is selected, Elective Deferrals will be allowed.
Roth Elective Deferrals	If no option is selected, Roth Elective Deferrals will be allowed. NOTE: <i>Ascensus assumes you do not want to permit In-Plan Roth Rollovers. Contact Ascensus for the In-Plan Roth Rollover Amendment if you want to allow In-Plan Roth Rollovers. The plan must permit Roth Elective Deferrals in order to have In-Plan Roth Rollovers.</i>

SECTION 4: VESTING AND FORFEITURES

No elections are required for Section 4. Employer contributions are 100% vested immediately in accordance with Section 4.01A.1. of the Basic Plan Document.

SECTION 5: DISTRIBUTIONS AND LOANS

Loans	As a general rule, you will probably want to allow loans to give yourself the most flexibility permitted under the plan. Selecting "Yes" to this provision does not mean you will be required to take a loan. It simply ensures that you will have the flexibility to take a loan if you so desire. If no option is selected, the plan will not allow for loans. NOTE: <i>The Ascensus Individual(k) product allows for only one outstanding participant loan at a time.</i>
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SECTION 6: DEFINITIONS

No elections are required for Section 6. This section of the Basic Plan Document provides definitions to certain terms used throughout the document.

SECTION 7: MISCELLANEOUS

Life Insurance	Life insurance is not permitted as an investment in the <i>Individual(k)</i> product.
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Ascensus Individual(k) 401(k) Plan

HELPFUL INFORMATION

SECTION 8: TRUSTEE AND CUSTODIAN

Part A: Trustee

This section defines who the Trustee is for the plan.

Trustee Appointment	Ascensus requires you to assign someone (generally yourself) or a Financial Organization to act as Trustee for your plan. NOTE: <i>The name of the business (or company name) may not be listed as a Trustee.</i>
Type of Trustee	If an individual is named as Trustee, they will be a discretionary trustee. If a Financial Organization is named as the Trustee, the Financial Organization will typically be named as a Directed Trustee and therefore would not have any discretionary authority over the plan assets or operation.
Trustee Signature	The designated Trustee must complete and sign Part A. 1. c.
Trust Agreement	If a Financial Organization is Trustee, the Financial Organization must note if a separate trust agreement applies. If no option is selected, the trust provisions contained in the Basic Plan Document, Section 8 will apply.
Limited Trustee	Each plan must list a "Limited" Trustee for the sole purpose of ensuring timely deposit of contributions. The Limited Trustee will default to the Individual Trustee, if one is named in Part A. 1. c., unless someone else is named here.

Part B: Custodian

This section defines who the Custodian is (often the trading organization) for the plan.

Custodian Appointment	Ascensus recommends that a Custodian be appointed for the plan. The Custodian is typically the Financial Organization that holds the plan assets. The Financial Organization must sign or stamp this part with an authorized signature.
Custodian Agreement	The Financial Organization must note if a separate custodial agreement applies. If no option is selected, the custodial provisions contained in the Basic Plan Document, Section 8 will apply.

SECTION 9: EMPLOYER SIGNATURE

This section identifies the Prototype Document Sponsor and includes the employer's authorized signature.

Prototype Document Sponsor	The Prototype Document Sponsor is the entity that has an opinion letter from the IRS for the document that is adopted.
Authorized Employer Signature	Your signature as the Adopting Employer is required in Section 9 to properly execute the Adoption Agreement. The signature date should be the date the document is signed. The document should be signed no later than the last day of the plan year for which the plan is adopted. For an amended or restated plan, the Date Signed should generally be no later than the Amendment or Restatement Effective Date.

Ascensus *Individual(k)* 401(k) Plan

HELPFUL INFORMATION

FORM B – ACCOUNT APPLICATION

This form is used to supply pertinent information that will be needed during the installation process.

Plan Information	The Contact Person is who and where Ascensus will send all communication relevant to your plan. A working email address is required to receive notices, reports, materials, disclosures and other information related to the plan. Ascensus must be promptly notified of any changes to this section. The six digit Business Code can be obtained at www.irs.gov/instructions/i5500ez . The list can be found under the section titled Forms 5500 and 5500EZ codes for Principal Business Activity.
Financial Professional Information	Enter your financial professional information. A working email address is required to receive copies of notices, reports, materials, disclosures and other information related to the plan. Ascensus must be promptly notified of any changes to this section.
Designation of Successor Plan Administrator/Trustee	If you are the sole owner of the business sponsoring the plan, you must designate a Successor Plan Administrator/Trustee. The Successor Plan Administrator/Trustee is the person that Ascensus would work with to distribute the plan assets to the beneficiaries, if the Plan Sponsor (owner) were to pass away. The designated Successor Plan Administrator/Trustee (not the employer) must sign this section of the form.
Recordkeeping Payment Options	Make your check payable to Ascensus in the amount of the installation, first year's annual service fee and additional participant fee (if applicable) or choose the option to be invoiced after your plan has been completely installed
Participant Information	Provide participant information for each participant in the plan. Investment election percentages must be whole percentages. Make copies for additional participants. NOTE: Refer to Schedule B of the Recordkeeping Service Agreement for additional participant fees.

FORM C – RECORDKEEPING SERVICE AGREEMENT

This document outlines the third-party administrative services that will be provided by Ascensus.

Employer	Enter your name or name of your business (e.g., Johnson Consulting Services) consistent with what was entered in Form A – Adoption Agreement.
Plan	Enter the name of the plan (e.g., Johnson Consulting Services <i>Individual(k)</i> Plan) consistent with what was entered in Form A – Adoption Agreement.
Effective Date	Enter the Effective Date of the agreement, in Section 1. This date should be a current date (mm/dd/yyyy).
Signatures	You, as the Employer, must complete, sign, and date Section 8.

EMPLOYER INFORMATION	Name of Adopting Employer _____ Address _____ City _____ State _____ Zip _____ Telephone _____ Adopting Employer's Federal Tax Identification Number _____ Adopting Employer's Tax Year End (specify month and day) _____ Type of Business (select one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other (Specify a legal entity recognized under federal income tax laws.) _____ Name of Plan _____ Plan Sequence Number _____ Trust Identification Number (if applicable) _____ Account Number _____ Related Employers – If the Adopting Employer is part of a controlled group of corporations (as defined in Code section 414(b) as modified by Code section 415(h)), a group of commonly controlled trades or businesses (as defined in Code section 414(c) as modified by Code section 415(h)) or an affiliated service group (as defined in Code section 414(m)) of which the Adopting Employer is a part, or any other entity required to be aggregated with the Adopting Employer pursuant to Code section 414(o), then all Related Employers of the Adopting Employer will participate in this Plan.
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SECTION 1.	EFFECTIVE DATES Complete Part A or B Part A. <input type="checkbox"/> New Plan Effective Date This is the initial adoption of a 401(k) profit sharing plan by the Adopting Employer. The Effective Date of this Plan is _____. (Must be on or after January 1, 2007.) If different from the Effective Date above, Elective Deferrals can be made under this Plan effective (select one): Option 1: <input type="checkbox"/> The next payroll date coinciding with or following the later of the date this Adoption Agreement is signed or the Effective Date. Option 2: <input type="checkbox"/> _____ (Must be on or after the later of the date this Adoption Agreement is signed or the Effective Date.) NOTE: If no option is selected, Option 1 will apply. NOTE: The Effective Date is usually the first day of the Plan Year in which this Adoption Agreement is signed and may not be earlier than such date. Elective Deferrals, however, cannot be made available before the later of the date this Adoption Agreement is signed or the date specified above for Elective Deferrals. Part B. <input type="checkbox"/> Existing Plan Amendment or Restatement Date This is an amendment or restatement of an existing qualified plan. The Initial Plan Document was effective on _____. <input type="checkbox"/> This Plan is a frozen Plan effective on _____. If this Plan is a frozen Plan, no Employer Contributions may be made to the Plan with respect to Compensation earned on or after the Effective Date that the Plan is frozen. In addition, no additional contributions (e.g., rollover, transfer) may be accepted by the Plan on or after the date that the Plan is frozen. Depending on the facts and circumstances surrounding the freezing of the Plan, other Plan provisions may be affected (e.g., availability of loans.) The Effective Date of this amendment or restatement is _____. (Must be on or after January 1, 2007.) NOTE: Specifying an amendment or restatement Effective Date as any day other than the first day of the Plan Year following the Plan Year in which this Adoption Agreement is signed may result in a reduction or elimination of accrued benefits, violating Code section 411(d)(6). Notwithstanding the foregoing, Effective Dates for certain items (e.g., PPA and other legislative and regulatory guidance) are governed by the terms specified in the Basic Plan Document.
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SECTION 2.	ELIGIBILITY Complete Parts A and B Part A. Age and Eligibility Service 1. Age Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement, after attaining the following age ____ (not more than 21). NOTE: If no age is specified, there will be no age requirement. 2. Eligibility Service Requirement. An Employee will be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select one). Option 1: <input type="checkbox"/> No eligibility service required. Option 2: <input type="checkbox"/> After completing _____ consecutive Months of Eligibility Service (not more than 12) beginning on the Employee's date of hire. Option 3: <input type="checkbox"/> After completing _____ Years of Eligibility Service (enter 0 or 1). NOTE: If no option is selected, Option 1 will apply.
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<p>Part B.</p>	<p>Employees Employed as of a Specified Date Will an Employee listed below (other than an Employee who is part of an excluded class of Employees) and employed on _____ (specify a month, day, and year) who has not otherwise met the age and eligibility service requirements be considered to have met those requirements and be eligible to become a Participant in the Plan for purposes of becoming a Contributing Participant (and thus eligible to make Elective Deferrals) or receiving an allocation of any Employer Profit Sharing Contributions, as applicable, made pursuant to Section Three of the Adoption Agreement (select one)? Option 1: <input type="checkbox"/> Yes. Employees subject to the waiver (define classifications and prior employers): _____ _____ Option 2: <input type="checkbox"/> Not applicable. NOTE: If no option is selected, Option 2 will apply. If Option 1 is selected but no date is specified, no additional age and eligibility service waivers will apply. If Option 1 is selected but no Employees are specified, all Employees employed on the specified date will be subject to the waiver. This age and eligibility service waiver may be used either when this Plan is adopted or when the Plan is subsequently amended (e.g., to add one or more types of contributions, to add a previously excluded group of Employees).</p>
<p>SECTION 3. Part A.</p>	<p>CONTRIBUTIONS Complete Part A and B Elective Deferrals Authorization of Elective Deferrals Will Elective Deferrals be permitted under this Plan (select one)? Option 1: <input checked="" type="checkbox"/> Yes. (Complete the following.) Will Roth Elective Deferrals be permitted under this Plan in addition to Pre-Tax Elective Deferrals? Suboption (a): <input type="checkbox"/> Yes. Suboption (b): <input type="checkbox"/> No. NOTE: If no suboption is selected, Suboption (a) will apply. Option 2: <input type="checkbox"/> No. NOTE: If no option is selected, Option 1 will apply. A Contributing Participant's combined Pre-Tax and Roth Elective Deferrals during their taxable year will not exceed the limit contained in Code section 402(g) in effect at the beginning of such taxable year.</p>
<p>Part B.</p>	<p>Employer Profit Sharing Contributions Employer Profit Sharing Contributions, if any, will be allocated to all Qualifying Participants pursuant to the pro rata allocation formula described in Plan Section 3.04(B)(1).</p>
<p>SECTION 4.</p>	<p>VESTING AND FORFEITURES There are no elections required for Section Four. There are no elections required for Section 4. Refer to the Basic Plan Document for information regarding this Section.</p>
<p>SECTION 5.</p>	<p>DISTRIBUTIONS AND LOANS Loans Will a Participant be entitled to request a loan pursuant to Plan Section 5.14 (select one)? Option 1: <input checked="" type="checkbox"/> Yes. Option 2: <input type="checkbox"/> No. NOTE: If no option is selected, Option 2 will apply.</p>
<p>SECTION 6.</p>	<p>DEFINITIONS There are no elections required for Section Six. There are no elections required for Section 6. Refer to the Basic Plan Document for information regarding this Section.</p>
<p>SECTION 7.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Not permitted in the Individual(k) product</p> </div>	<p>MISCELLANEOUS Life Insurance Will life insurance investments be permitted under the Plan (select one)? Option 1: <input type="checkbox"/> Yes. Option 2: <input checked="" type="checkbox"/> No. NOTE: If no option is selected, Option 2 will apply.</p>

SECTION 8.

Part A.

You must assign someone (generally yourself) to act as Trustee for your Individual(k) plan

TRUSTEE AND CUSTODIAN Complete Parts A and B (as applicable)

Trustee

1. Trustee Appointment

a. Trustee (Select one.)

Option 1: Financial Organization as Trustee.

Option 2: Individual Trustee.

Option 3: Not applicable, a Trustee is not required to be named for this Plan (select one).

Suboption (a): Plan assets are invested solely in annuity contracts or insurance policies provided by an Insurer.

Name of Insurer _____

Address _____

Telephone _____ Title _____

Signature _____

Suboption (b): This Plan is exempt from the trust requirements under ERISA section 403 (e.g., the Plan covers one or more self-employed individuals as defined in Code section 401(c)(1)).

NOTE: If Suboption (b) is selected, a Custodian must be named in Part B below.

b. Type of Trustee

Will the Trustee of this Plan be a Directed or Discretionary Trustee (select one)?

Option 1: Directed Trustee.

Option 2: Discretionary Trustee.

Option 3: Not applicable, Option 3 was selected in Part 1(a) above.

c. Trustee Signature

NOTE: If you are an individual Trustee and no Limited Trustee is named in Part A, item 3 below you will also be deemed to be a Limited Trustee.

Name of Trustee _____

Address _____

Telephone _____

Name _____ Title _____

(type or print name if different from name of Trustee above)

Signature _____

2. Trust Agreement

If a Trustee is designated in Part A, item 1 above, which trust agreement will apply to the Plan (select one)?

Option 1: Trust provisions contained in Plan Section Eight.

Option 2: Separate executed trust agreement attached hereto.

NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected, the attached trust agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below. If Option 2 is selected and a Limited Trustee is named below, the separate trust agreement will not replace Plan Section 8.09.

3. Limited Trustee

The Limited Trustee appointed solely for the purposes of ensuring the timely collection and deposit of Employer Contributions will be:

Option 1: The individual Trustee named above.

Option 2: The party named below.

Name of Limited Trustee _____

Address _____

Telephone _____

Name _____ Title _____

(type or print name if different from name of Limited Trustee above)

Signature _____

NOTE: A Trustee, including a Limited Trustee, must be an individual or corporation. A corporate Trustee must be a bank, trust company, broker, dealer, or clearing agency as defined in Labor Regulation section 2550.403(a)-1(b).

Part B.

Custodian (Both a Custodian and Trustee may be appointed for the Plan. This Part B must be completed if the Plan is exempt from the Trustee requirements under ERISA section 403 and neither a Trustee nor an Insurer is appointed in Part A, item 1 above.)

1. Custodian Appointment

Financial Organization _____

Address _____

Name (type or print) _____ Title _____

Signature _____

2. Custodial Agreement

If a Custodian is designated in Part B, item 1 above, which custodial agreement will apply to the Plan (select one)?

Option 1: Custodial provisions contained in Plan Section Eight.

Option 2: Separate executed custodial agreement attached hereto.

NOTE: If no option is selected, Option 1 will apply. If Option 2 is selected and the separate custodial agreement is being used in place of a trust agreement under Code section 401(f), the attached custodial agreement must be on file with the IRS for use by the Prototype Document Sponsor listed in Section Nine below.



SECTION 9.

EMPLOYER SIGNATURE

Prototype Document Sponsor

Name of Prototype Document Sponsor Ascensus, Inc.
Address 415 8th Avenue NE, Brainerd, MN 56401
Telephone 218-825-5000

Check the applicable box if there is an attachment(s) that applies to this Plan other than a separate trust or custodial agreement.

- Protected Benefits and Prior Plan Document Provisions Attachment.
 Other Plan Information Attachment. (If this box is checked, please describe the attachment(s).)

Authorized Employer Signature

I am an authorized representative of the Adopting Employer named above and I state the following:

1. I acknowledge that I have relied upon my own advisors regarding the completion of this Adoption Agreement and the legal tax implications of adopting this Plan;
2. I understand that my failure to properly complete this Adoption Agreement may result in disqualification of the Plan;
3. I understand that the Prototype Document Sponsor will inform me of any amendments made to the Plan and will notify me should it discontinue or abandon the Plan; and
4. I have received a copy of this Adoption Agreement, the corresponding Basic Plan Document and, if applicable, any separate trust or custodial agreement used in lieu of the trust or custodial agreement contained in the Basic Plan Document.



Signature of Adopting Employer _____ Date Signed _____

Type Name _____ Title _____

NOTE: The Adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 except to the extent provided in Revenue Procedure 2011-49. An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code section 419A(d)(3), or an individual medical account, as defined in Code section 415(l)(2) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code sections 415 and 416.

If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code sections 415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Employer may not rely on the opinion letter in certain other circumstances, which are specified in the opinion letter issued with respect to the Plan or in Revenue Procedure 2011-49. This Adoption Agreement may be used only in conjunction with Basic Plan Document #04.

PLAN INFORMATION

Plan Name _____
 Contact Person _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Telephone _____ Fax _____
 Email Address _____
 Nature of Business _____ Business Code¹ _____

FINANCIAL PROFESSIONAL INFORMATION

Name of Firm _____
 Name of Financial Professional _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Telephone _____ Fax _____
 Email Address _____

DESIGNATION OF SUCCESSOR PLAN ADMINISTRATOR/TRUSTEE

If you are the sole owner of the business sponsoring the Plan, you must designate a successor plan administrator/trustee. The designated successor plan administrator/trustee must sign this form, accepting associated responsibilities.

If I am the sole owner of the business sponsoring the Plan, the following individual will become the plan administrator/trustee of the Plan upon my death for purposes of plan termination and liquidation. Upon presentation of certified proof of death, Ascensus is authorized to process payout request(s) in accordance with the instructions provided by the Successor Plan Administrator/Trustee. I understand that I must inform Ascensus in writing of any change to this designation. Absent any written notification, Ascensus will rely on the designation on file.

Name _____
 Address _____
 City _____ State _____ Zip _____
 Telephone Number _____
 Email _____



I understand and accept the responsibilities associated with this designation.
 Successor Plan Administrator/Trustee Signature _____ Date _____

RECORDKEEPING PAYMENT OPTIONS/ INSTRUCTIONS

(Select One)

Check

Make your check payable to Ascensus in the amount of the installation, first year's annual service fee and additional participant account fee (if applicable).

Invoice

Ascensus will invoice you after your Plan has been completely installed.

Recordkeeping Fees

- \$440 (\$75 installation and \$365 first year's annual service fee)
- \$590 (\$75 installation and \$365 first year's annual service fee; \$150 additional participant account)
- Other: _____

NOTE: Sales tax may be applicable, either now or in the future, to the products and/or services provided by Ascensus. All applicable sales tax will be in addition to the fees set forth in Recordkeeping Service Agreement.

¹The 6-digit Business Code can be obtained at www.irs.gov/instructions/i5500ez. Review the selection titled Forms 5500 and 5500EZ codes for Principal Business Activity.

Ascensus Individual(k) 401(k) Plan

ASCENSUS APPLICATION

**PARTICIPANT #1
INFORMATION**

Participant Name _____
Social Security Number _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____ (mm/dd/yyyy)
Date of Hire _____ (mm/dd/yyyy)
Date of Participation _____ (mm/dd/yyyy)

**PARTICIPANT #2
INFORMATION**

Participant Name _____
Social Security Number _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____ (mm/dd/yyyy)
Date of Hire _____ (mm/dd/yyyy)
Date of Participation _____ (mm/dd/yyyy)

**PARTICIPANT #3
INFORMATION**

Participant Name _____
Social Security Number _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____ (mm/dd/yyyy)
Date of Hire _____ (mm/dd/yyyy)
Date of Participation _____ (mm/dd/yyyy)

This Agreement is made between Ascensus, Inc. ("Ascensus") and _____ ("Employer") and sets forth the terms and conditions pursuant to which Ascensus will provide services to the retirement plan known as _____ ("Plan"), which is sponsored by Employer.

1. **EFFECTIVE DATE AND TERM.** The term of this Agreement will begin on _____ (the "Effective Date") (*The Effective Date needs to be a current date.*) and will continue in effect until terminated pursuant to Section 5.

2. **SERVICES.**

2.01 **General –**

- (a) Ascensus will provide to the Plan the services ("Services") set forth on Schedule A to this Agreement. Any additional services, such as technical consulting, must be mutually agreed to in writing by the parties. Unless otherwise agreed to in writing, Ascensus will perform the Services only for the Plan and only using data with respect to the Plan, even if there are other benefit plans related to the Plan. It is within Ascensus' sole discretion to reasonably modify Schedule A from time to time upon written notice to Employer of such modifications. The Services are made available exclusively for individuals who are considered owners of the Employer and their spouses. Plans covering non-owners and non-spouses require additional services not included in the Services Schedule, and non-owners are not eligible to receive the Services. Any service or task not set forth on Schedule A to this Agreement or in the description of responsibilities provided to Employer is Employer's responsibility.
- (b) Ascensus will act only upon the instructions of Employer, the plan administrator ("Plan Administrator") appointed by Employer or a Plan participant that are provided to Ascensus either in writing, or by mutually agreed upon electronic means. Ascensus will have neither access to Plan assets nor discretionary authority or control over the management of the Plan or Plan assets. Employer is responsible for establishing the Plan, reviewing the Plan document, maintaining the qualified status of the Plan under the Employee Retirement Income Security Act as amended, ("ERISA") and federal tax law, and performing all other set forth in this Agreement. Employer acknowledges that Ascensus cannot properly provide the Services without Employer properly forwarding the prescribed information to Ascensus, and Employer agrees to provide complete, accurate, and timely information and approvals in the manner and within the time frames reasonably requested by Ascensus.

2.02 **Plan Document Services –**

- (a) Ascensus will provide recordkeeping services to the Employer using an Ascensus prototype plan document qualified under the IRS mass submitter program. Employer expressly acknowledges that Employer is responsible for choosing a plan document that is appropriate for Employer and taking all necessary actions to adopt the plan (e.g., adopting a board resolution if necessary, etc.). Employer acknowledges that Ascensus has provided no advice regarding the document used by Employer. Employer acknowledges that if it is using an Ascensus prototype for which Ascensus is acting as "sponsor" as that term is defined in Revenue Procedure 2011-49 and 2007-44, Ascensus' responsibilities as prototype sponsor will automatically end upon the termination of this Agreement.
- (b) In the event that Employer is converting to an Ascensus prototype plan document from another qualified plan document, the Employer represents and warrants that the pre-existing plan: (i) is qualified under Internal Revenue Code Section 401(a) and is exempt from tax under Code Section 501(a), and that the plan has been amended for all legislative or regulatory changes; and (ii) has operated in compliance with all ERISA and Code requirements, or the Employer has taken the appropriate steps necessary to correct any compliance failures. Employer will provide Ascensus with accurate and reliable information as set forth in Ascensus' plan establishment materials. Ascensus will not review prior plan documents, prior administrative or recordkeeping work, or IRS and DOL filings or reporting performed by parties other than Ascensus for pre-existing plans. Ascensus will generate plan documents and perform the Services based solely on the information supplied by Employer using the documents and information-gathering tools provided by or approved by Ascensus.

2.03 **Other Responsibilities –**

- (a) Employer acknowledges and agrees that Ascensus is not a "plan administrator" or "fiduciary," as those terms are defined in ERISA, and that nothing in this Agreement is intended to confer upon Ascensus the status of plan administrator or fiduciary to the Plan. The parties further acknowledge and agree that Ascensus will not be deemed to be providing legal, investment, or tax advice to Employer pursuant to this Agreement, and Employer agrees to obtain from third parties such legal, investment and tax advice as the Plan may require. Ascensus will not be responsible for payment of any federal, state or other taxes or penalties which may be charged against the Plan, Employer or other parties to the Plan. Except as expressly set forth in this Agreement, Ascensus will not be responsible for filing notices of any taxable or otherwise reportable events as defined under applicable law, nor will Ascensus be liable in any manner for any failure by Employer to file accurate reports with the IRS or Department of Labor ("DOL") in a timely manner, or for Employer's responsibility to distribute any other required notices and materials, including but not limited to, if applicable, proxy materials, prospectuses and other investment information.
- (b) Ascensus will prepare Form 5500-EZ if the Plan's assets are \$250,000 or greater. Employer must instruct Ascensus to prepare Form 5500-EZ if the Plan's assets are less than \$250,000. If Ascensus is to prepare Form 5500-EZ, Employer must: (a) provide Ascensus with the information necessary to prepare such form, (b) review the prepared form for accuracy and completeness, and (c) file such form with the IRS and/or DOL by its due date.
- (c) Employer acknowledges that Ascensus may provide Employer's financial professional, the financial professional's agent or upon written direction, Employer's designee with information regarding the Plan and Plan participants, and Ascensus may release any information or documentation related to Employer, the Plan and Plan participants as requested by the IRS, the DOL, or any other regulatory or judicial authority.

- (d) The Employer acknowledges that it will follow the procedures set forth in the plan sponsors guide including the requirements set forth in the “roles and responsibilities.”
- (e) The Employer acknowledges that it will monitor and is responsible for compliance with all statutory and regulatory limits on contributions and benefits.
- (f) Ascensus will provide to the Employer a IRS Form 1099-R completed in accordance with the information provided by the Employer. Ascensus will file any completed and approved IRS Form 1099-R with the IRS. Ascensus will provide the employer with IRS Forms W-4P and 945 in the master set of forms to aid the employer in the administration of the Plan.
- (g) The Employer acknowledges that it is responsible for approving all distribution requests from the plan, for delivery of an IRS Form W-4P to any participant requesting a distribution, for determining the amount of federal and/or state income tax withholding and providing this information to Ascensus, for filing the IRS Form 945 with the IRS, for remitting any withholding amounts to the appropriate government entity and for approving any IRS Form 1099-R prior to submission to the IRS by Ascensus.

2.04 Incomplete or Inaccurate Information; Imputed Knowledge – Employer acknowledges and agrees that Ascensus may rely upon the completeness and accuracy of all information provided to Ascensus by Employer. Employer acknowledges that Ascensus will not be responsible for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate, or untimely information from Employer. No information with respect to the Plan known by a parent, subsidiary or affiliate of Ascensus will be attributed to Ascensus or considered imputed knowledge of Ascensus.

2.05 Agency Relationship – Employer acknowledges and agrees that Ascensus will serve as the agent and authorized representative of Employer solely for purposes of providing orders, instructions and other communications to the Plans’ trustee or custodian.

2.06 Use of Ascensus' Website and Other Media –

- (a) Ascensus will provide Employer with access to the Plan’s information via an FTP site, email or other media (collectively, the “Ascensus Media”). Employer and Plan participants are each responsible for installing the necessary hardware and software, as determined by Ascensus from time to time, to access and use the Ascensus Media. Unless Employer provides Ascensus with written objection, the investment advisor or broker of record for the Plan will be given both plan- and participant-level view-only access to the Ascensus Media and will be considered an authorized user.
- (b) Employer acknowledges that Ascensus will in no way be responsible for any damages resulting from improper, inadequate, or unauthorized use of the Ascensus Media. All applicable rights to patents, copyrights, trademarks, trade secrets and intellectual property rights of whatsoever kind in the Ascensus Media are and will remain Ascensus’ property.

3. FEES AND EXPENSES.

3.01 Fees Payable by Employer – Ascensus will receive the fees (“Fees”) set forth on Schedule B to this Agreement. Ascensus will either invoice Employer for the Fees or debit the Fees from Plan assets. Ascensus reserves the right to modify the Fees upon not less than 90 days written notice to Employer. Installation and Plan Set Up fees and first year’s annual service fees are due on the Effective Date of this Agreement. Ascensus will bill Employer or debit Plan assets, as applicable, for annual service fees in advance, and all other fees will be due upon receipt of an invoice from Ascensus. Employer acknowledges and agrees that the Fees are based upon Employer’s compliance with all reasonable practices and procedures set forth by Ascensus, and that Employer may be responsible for the payment of additional fees to Ascensus if Employer deviates from Ascensus’ practices and procedures.

3.02 Nonpayment of Fees by Employer – Employer expressly acknowledges and agrees that if Employer does not pay an invoice in full when due, and does not provide Ascensus with written notification of its reasons for not paying such invoice in full within 60 days after Ascensus sends such invoice, Employer directs Ascensus to request that the trustee or custodian of the Plan pay all unpaid Fees from the Plan’s assets. Employer further authorizes Ascensus to continue to request that the trustee or custodian pay from the Plan’s assets all unpaid Fees due thereafter unless and until Employer delivers written direction to the contrary to Ascensus and pays to Ascensus all unpaid fees. In the event that Employer fails to pay Fees when due, and Ascensus pursues a collection against Employer, Employer will pay Ascensus’ reasonable attorney’s fees and expenses for such collection. Ascensus will be entitled to charge reasonable interest on any past-due Fees. Ascensus reserves the right to discontinue providing any or all of the Services in the event Employer fails to pay all Fees when due.

3.03 Bankruptcy/Dissolution – In the event Employer becomes the debtor in a voluntary or involuntary bankruptcy or insolvency proceeding, the parties agree that upon the filing of such proceeding this Agreement will be considered an executory contract under 11 U.S.C. Section 365 and that any pre-petition arrearage under this Agreement must be paid in full if the Agreement is to be assumed. However, Ascensus reserves the right to withhold its consent to such assumption of the executory contract. In the event of a dissolution by Employer under state law, the parties agree Ascensus will not provide any Services without first receiving payment for such Services. The parties agree that Ascensus is entitled to recover Ascensus’ reasonable attorneys fees and expenses associated with representing Ascensus in a bankruptcy or dissolution proceeding.

3.04 Loans – Each participant may have a maximum of one loan outstanding at any time.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- 4.01 Indemnification** – Employer will be liable for and indemnify Ascensus, its officers, directors, shareholders, employees, parents, subsidiaries, affiliates and agents (collectively, the “Indemnitees”) against, any and all expenses, costs (including defense costs and reasonable attorneys fees), liabilities, damages, claims and losses (collectively, “Damages”) suffered or incurred by an Indemnitee to the extent based on or arising out of a breach of any of Employer’s representations, warranties or covenants set forth in this Agreement, or Employer’s negligence or willful misconduct, or any claim or action with respect to the Investment Services.
- 4.02 Consequential Damages** – NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ASCENSUS WILL NOT BE LIABLE TO EMPLOYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS AND LOST OR DAMAGED DATA, EVEN IF ASCENSUS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.03 Limitation on Damages** – NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ASCENSUS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES PERMITTED UNDER THIS AGREEMENT EXCEED THE ANNUAL SERVICE FEE PAID BY EMPLOYER TO ASCENSUS DURING THE 12 MONTHS BEFORE ASCENSUS RECEIVES WRITTEN NOTICE OF THE FIRST DAMAGES CLAIM. THIS LIMITATION ON ASCENSUS’ LIABILITY FOR PERMITTED DAMAGES WILL NOT APPLY TO PERMITTED DAMAGES CAUSED BY ASCENSUS’ FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 4.04 Third Party Beneficiaries** – Employer acknowledges and agrees that the Plan’s investment providers (e.g., the companies that sponsor, administer, sell, market or provide the investments available to Plan participants) and Ascensus’ parents, affiliates and subsidiaries are intended third party beneficiaries of this Agreement and are entitled to the benefit of, and may enforce, this Agreement, including this Article 4, to the same extent as such provisions apply to Ascensus.
- 4.05 Reports and Communications** – Upon Employer’s receipt of any reports or written communications from Ascensus or a third party acting on Ascensus’ behalf, Employer must notify Ascensus in writing of all inaccuracies and errors reflected in such reports or communications, with a complete description of the inaccuracies or errors, within 30 days after Employer’s receipt of such report or communication. After 30 days, the information provided in such reports and communications will be deemed correct, and Ascensus will have no responsibility for any inaccuracies or errors that may exist, including any responsibility to correct any records or to make the Plan or the affected participants whole for any investment losses or any other consequences resulting from such inaccuracies or errors.

5. TERMINATION.

- 5.01 Events of Termination** – This Agreement may be terminated:
- (a) By either party upon at least 60 days prior written notice to the other party;
 - (b) By either party immediately if the other party commits a material breach of this Agreement and does not cure such breach within 30 days after receiving written notice of the breach from the non-breaching party; or
 - (c) By Ascensus immediately upon notice if Employer is administering or operating the Plan in a manner inconsistent with the plan documents, or if Employer engages in activities which Ascensus reasonably believes to be illegal or a violation of Ascensus’ intellectual property rights.
- 5.02 Termination of the Plan** –
- (a) **Ascensus Services** – During the term of this Agreement, if Employer causes or permits the Plan to terminate, Ascensus, upon the written request of Employer, will prepare the final Form 5500EZ for Employer, provided that Employer supplies Ascensus with timely notice of such termination and the information necessary to prepare such Form.
 - (b) **Duties of Employer** – Upon termination of the Plan, Employer will promptly notify Ascensus of the effective date of such termination. Employer is solely responsible for the legal review, signing and filing of the final Form 5500EZ if prepared by Ascensus, and the Notice to Interested Parties. Employer must provide Ascensus and the Plan’s trustee or custodian with written wire instructions for any transfer of Plan assets upon termination.

6. OTHER PROVISIONS.

- 6.01 Confidential Information** – Any confidential information provided by the Employer, Plan Administrator or any Plan participant to Ascensus for use in connection with Ascensus’ performance of its obligations pursuant to this Agreement (the “Confidential Information”) shall be deemed to be the confidential and proprietary information of such disclosing party. Ascensus will use the same degree of care in its handling of the Confidential Information as it uses with regard to its own proprietary information to prevent the unauthorized or inadvertent disclosure, use or publication of the Confidential Information. Except as otherwise permitted by this Agreement, the Confidential Information will only be divulged to and used by Ascensus’ employees, agents and subcontractors with a need to know, and may be disclosed as required or permitted by law, regulation, order of a court or regulatory authority. Ascensus will instruct its employees, agents or subcontractors not to divulge, use or publish any Confidential Information except in accordance with the terms of this Section 6.01.
- 6.02 Force Majeure** – Ascensus will not be liable for, nor will Ascensus be considered in breach of this Agreement due to, any failure

or delay in performance of its obligations under this Agreement as a result of a cause beyond its reasonable control including, but not limited to, any act of God or public enemy, act of any military, civil or regulatory authority, any act of terrorism, change in any law or regulation, fire, flood, tornado, earthquake, storm or other like event, disruption or outage of computers or communications, equipment failure, power or other utility failure, labor strikes, exchange action, unusual trading activity or the suspension or disruption of trading on any exchange.

6.03 Copyrighted Works – Employer acknowledges that Ascensus is the sole copyright owner of all Ascensus administrator’s guides, the operations forms, all content on the Ascensus Media and all other materials provided under the terms of this Agreement (“Ascensus Materials”). Ascensus grants Employer a nonexclusive, nontransferable right to copy the forms as needed for the sole purpose of collecting and processing participant information. Except as provided in this Section 6.03, none of the Ascensus Materials will be copied, reproduced or distributed by Employer without Ascensus’ prior written consent.

6.04 Communications and Notices –

- (a) Employer agrees to provide a working email address or, if accepted by Ascensus as a means of communication, text message number, to receive communications, notices, reports, materials, disclosures and other information related to this Agreement and the Plan, and to promptly notify Ascensus of any changes to such address or number. Employer consents to receiving any and all communications, notices, reports, materials, disclosures and other information related to this Agreement (including amendments or changes to this Agreement) and the Plan, including all notices that must be given in writing, at the then-current email address and/or text message number for Employer in Ascensus’ records. Ascensus may deliver such communications and other information by hard copy, email, text message or other method at Ascensus’ option. By agreeing to the receipt of such electronic communications and other information, Employer agrees to allow emails and text messages from Ascensus and the Third Party Providers to pass through Employer’s filters. Ascensus (including the Indemnitees) will not be liable for any Damages arising from non-delivery of any such electronic communication due to factors beyond Ascensus’ control, including, but not limited to, system failures, misdirected delivery or failed delivery due to SPAM or other filters.
- (b) Employer hereby authorizes Ascensus to deliver communications, statements, transaction confirmations and updates, notices, alerts, reports, materials, disclosures and other information to eligible employees, Participants and beneficiaries electronically (which may include email, text message and other electronic media or methods) pursuant to applicable regulations. Ascensus may deliver such communications and other information by hard copy, email, text message or other method at Ascensus’ option. Employer is responsible for ensuring compliance with applicable regulations, including, if applicable: obtaining a working email address or text message number for each recipient, ensuring that each recipient has the ability to receive communications and information in an electronic format, and obtaining consent of the recipient.
- (c) Any notice with respect to this Agreement sent by Employer must be in writing and must be given by either certified mail, return receipt requested, or by overnight mail sent with a nationally recognized courier service, and must be addressed to Ascensus at:

Ascensus, Inc.
200 Dryden Road
Dresher, PA 19025
Attention: President

6.05 [Reserved.]

6.06 Record Retention – Employer acknowledges and agrees that it is expressly responsible for the retention of all records related to the Plan other than copies of IRS required reports. Ascensus agrees to retain IRS required reports for 3 years after each such report has been filed.

6.07 Amendment and Modification; Handwritten Changes – Employer may not amend or modify this Agreement except in a written agreement signed by both parties. Ascensus may amend and modify this Agreement from time to time by providing written notice to Employer; provided, however, that if Employer objects to any such amendment or modification, it may exercise its termination rights under this Agreement. Any handwritten changes, markings, or other alterations to this Agreement as initially provided to Employer will be binding upon Ascensus only if initialed by a duly authorized officer of Ascensus.

6.08 Waiver – In the event any provision of this Agreement is not enforceable in any jurisdiction, the remainder of this Agreement will not be affected thereby.

6.09 Applicable Law and Venue – The validity, construction and interpretation of this Agreement will be governed by the laws of the State of New York, without regard to New York’s conflicts of laws principles. The State of New York will have exclusive jurisdiction and venue over any claim or other action pertaining to or arising out of this Agreement.

6.10 Time Limit for Bringing Claim or Action – Any claim made or action brought under this Agreement must be commenced within 24 months after the act which caused the error or inaccuracy occurred. If this time limitation is prohibited by New York law, the 24 month period will be deemed amended to conform with the minimum period permitted by New York law.

6.11 Authority of Employer – Employer warrants it is legally authorized to enter into this Agreement on behalf of the Plan.

Ascensus Individual(k) 401(k) Plan
RECORDKEEPING SERVICE AGREEMENT

- 6.12 Entire Agreement** – This Agreement supersedes all prior agreements and understandings, either written, electronic or oral, between the parties with respect to the subject matter of this Agreement, and this Agreement constitutes the entire agreement between the parties with respect to its subject matter.
- 6.13 Successors and Assigns** – Employer may not assign its rights or delegate its duties under this Agreement without Ascensus’ prior written consent. This Agreement will be binding upon each party’s successors and permitted assigns.
- 6.14 Gain/Loss Policy** – If there are any delays, errors or omissions in connection with processing investment transactions attributable to the Plan, Ascensus will use reasonable efforts to correct the transactions by making the Plan and affected Participants whole (i.e., to restore Plan and Participant accounts to the position they would have been in had the delay, error or omission not occurred). These corrections may generate certain transaction losses or gains. If there are losses to the Plan, correction will include funding a loss from Ascensus’ resources to the extent due to an Ascensus delay, error or omission, or seeking funding from a responsible third party. Ascensus generally will retain any gains that result from corrections of delays, errors and omissions as part of its compensation for services to the Plan, which services include Ascensus’ agreement to fund losses to the Plan to the extent due to an Ascensus delay, error or omission. In general, the amounts of individual gains and losses are small, and during the past five years gains across our business have not materially exceeded losses. Please note that Ascensus processes many investment transactions on an “omnibus” or aggregated basis and because of this, we may not be able to determine whether a gain or loss is attributable to a particular plan.
- 7. RESPONSIBLE PLAN FIDUCIARY REPRESENTATION.** Employer represents and warrants that reasonably in advance of the execution of this Agreement by Employer, a responsible Plan fiduciary has: (a) received and reviewed information with respect to the services and fees of Ascensus and its affiliates; (b) determined that the services and fees of Ascensus and its affiliates, as well as the terms and condition of this Agreement and any other agreements with Ascensus or its affiliates, are reasonable and prudent; and (c) determined that the entering into this Agreement and any other agreements with Ascensus or its affiliates does not result in a prohibited transaction under ERISA or other violation of applicable law.
- 8. SIGNATURES.**

Name of Company (the “Employer”)



Name: _____ Title: _____
Signature: _____ Date: _____

To Be Completed By:

Ascensus, Inc.

Name: Diane Supernant Title: Vice President
Signature: *Diane Supernant* Date: _____

SCHEDULE A SERVICES

- 1. Installation and Plan Set-Up Services**
 - A. Ascensus' Plan Sponsor's Guide
 - B. Ascensus' current prototype plan document
 - C. 1-800 Recordkeeping Client Service for Installation
 - D. Entering the Plan's information onto Ascensus' recordkeeping system

- 2. Annual Services**
 - A. Reconciliation of participant accounts
 - B. Contribution processing for deferrals, rollovers and discretionary contributions
 - C. Loan repayment processing, if applicable
 - D. IRS Form 5500EZ preparation, if required
 - E. Annual Participant Statements

- 3. Loan Services**
 - A. Process loan application paperwork
 - B. Project the loan amount available
 - C. Produce the amortization schedule for new loans
 - D. Provide other forms required to initiate the loan

- 4. Distribution Services**
 - A. Prepare and file IRS Form 1099-R
 - B. Process payouts of terminated employees and retirees
 - C. Calculate and process age 70½ required minimum distributions
 - D. Process hardship and in-service distributions
 - E. Process excess contributions, death, and disability distributions
 - F. Process QDRO distributions

- 5. Plan Termination Services**
 - A. Prepare final IRS Form 5500-EZ

SCHEDULE B RECORDKEEPING FEES

- 1. PAYMENT RESPONSIBILITY**

The Employer is responsible for the payment of all fees.

- 2. FEES PAYABLE BY EMPLOYER**
 - A. Installation and Plan Set-Up Fee:** \$75
This is a one-time nonrefundable fee payable on the Effective Date of the Agreement.

 - B. Annual Service Fee:** \$365 for the first participant, plus
\$150 for each additional participant account
This is an annual fee billable on the Effective Date of the Agreement and each anniversary month coinciding with the Effective Date.

 - C. Loan Fee:** \$150 per loan

 - D. Distribution Fee:** \$50 per distribution

 - E. Plan Termination Fee:** \$150

 - F. Plan Amendment Fee:** \$75 per plan

NOTE: Sales tax may be applicable, either now or in the future, to the products and/or services provided by Ascensus under this Agreement. All applicable sales tax will be in addition to the fees set forth in this Agreement.