



# Service and Fee Agreement

## EZ-K

### INSTALLATION

- Document Fee ..... **\$1,100**
  - ▶ Standardized Plan document and design
  - ▶ Use of a document drafted by another document sponsor (annual surcharge of up to 50% of the document fee).
  
- Takeover (Minimum)(if applicable) ..... **\$500**
  - ▶ Covers review of complete historical data and documents
  - ▶ Additional work is under consulting and special services

### ANNUAL ADMINISTRATION SERVICES

- Allocation of Earnings, Contributions, and Forfeitures, including Contribution Limitations
- Trust Reconciliation and preparation of Income Statement and Balance Sheet
- Preparation of Employer's Valuation Report summarizing Participant Accounts
- Preparation of IRS Form 5500EZ

### ADMINISTRATION FEES

Annual

- Base Fee ..... **\$1,100**
  
- Additional Event Specific Services:
  - ▶ Participant loans..... \$125 set up fee, \$0 annual fee
  - ▶ Regular Participant distributions (Term., Retired)..... \$75 standard service or \$150 full service
  - ▶ Special Participant distributions (Hardships, Required Minimums, QDRO's or Loan Defaults) ..... \$150 - \$275, depending on type of distribution
  - ▶ Consulting and special services ..... Range \$75 - \$150 per hour
  - ▶ Insurance Policies .....\$75/policy (plus \$75 if TSC handles PS-58 reporting)
  - ▶ IRS Form 5558 (extension to file form 5500)..... \$150
  - ▶ Calculations – 402(g) Failures.....\$75/event
  - ▶ Contribution illustrations (final year-end included in the base fee)..... \$150/event
  - ▶ Additional Investment Accounts..... \$150 per account

<i>Name of Company</i>	<i>Signature of Officer/Owner of Company</i>	<i>Date</i>
<i>Signature of TSC Consultant</i>	<i>Date</i>	

The Plan Service Agreement is shown on the reverse side of this form.



# Plan Service Agreement

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## GENERAL PROVISIONS

This Agreement is between Tax Sheltered Compensation, Inc. ("TSC" or "we"/"our"), a Third Party Administrator who is not a fiduciary and is not the Plan Administrator as defined by ERISA, and the Employer (Plan Sponsor/Trustee(s)/Plan Administrator) named on the reverse (hereinafter referred to as the "Employer" or "you"/"your").

This Agreement is effective as services are performed for the Employer by TSC. This Agreement may be amended at any time by TSC, and it may be terminated by either party. Any amendments to this agreement must be in writing and signed by both parties. The agreement will continue until terminated by either party. Upon termination, any unpaid fees due under the terms of this agreement are due and payable. TSC shall not be obligated to transmit data to any other service provider except upon payment of fees due under this agreement and the usual and customary fees charged by TSC for such data transmission.

TSC assumes no fiduciary responsibilities on behalf of the Plan. The Employer agrees that TSC has no responsibility for the investment decisions made with respect to the assets held for investment by the Trust. The administrative services provided by TSC are ministerial only and provided to assist the Employer in performing its obligations under the Plan.

All legal and tax questions concerning the Plan are the responsibility of the Employer. No service provided by the terms of this Agreement will be construed as legal or tax advice or interpretation. The Employer must rely on the opinions of tax or legal advisors.

The Employer agrees to furnish TSC with the data and records required to provide our services. The information must be in a format prescribed by TSC and be received no later than 60 days prior to any deadline for filing forms or reports with any government agency, or at least 30 days prior to any testing deadlines applicable to the Plan. TSC reserves the right to terminate this Agreement if required data is not provided in a timely manner.

TSC assumes no responsibility for any error or omission in the data received from a prior service provider, funding company, or the plan sponsor. TSC shall be entitled to rely without detriment or damage upon information furnished to TSC by the Employer, the Trustees, or Funding Company or any agent thereof and shall have no duty to look beyond such information to see to the application of any assets under the Plan, or to question any action by the Employer, any agent of the Employer, or any Trustee of the Trust. The Employer hereby agrees to indemnify TSC against any claims, losses, damages, liabilities, obligations, costs or expenses incurred by TSC and resulting from (i) its entering into this Agreement and/or agreeing to provide the agreed upon services, and (ii) its provision of services hereunder, except for Claims arising from willful misconduct by TSC. Any such indemnification shall survive the termination of this agreement.

The Employer agrees it is responsible for maintenance and retention of business records relating to the plan. Such records are the property of the Employer except that any proprietary information included in the records remains the property of TSC.

This agreement constitutes the entire agreement between TSC and the Employer for the services specified. No statements outside of this agreement, whether written or oral are part of the Service Agreement between the parties hereto. Each provision of this agreement shall be separately enforced and invalid or unenforceable provisions shall not adversely affect the validity of the entire agreement.

Minnesota State law shall govern the terms of this agreement and the parties hereto consent to personal jurisdiction by Minnesota State courts for all matters pertaining to its enforcement.

## SERVICE FEES

Fees for the services you elect will be based on the fee schedule in effect at the time the service was performed. Fees for the requested services will be billed by TSC periodically for services rendered, and will be due and payable within 10 days of such billing date. TSC reserves the right to terminate this Agreement and cease all administrative services for the Plan if fees are not paid within a 30-day period.

Consulting or other services not specifically described in the fee schedule shall be rendered on a time and expense basis. TSC will charge for additional services based on the time required, the hourly rate of the person performing the services, and any additional expenses incurred in performing the services. TSC reserves the right to request advance payment for such services, or to add such fees to the bill for services described above. TSC reserves the right to assess additional charges for inability to obtain required information in a timely fashion. If TSC needs to repeat any services because incorrect or inaccurate data is supplied to TSC by the Employer or by a funding company or agent of the Employer, an additional fee may be charged for such services.