

Standard Terms & Conditions for Services

This Standard Terms & Conditions for Services (the “Terms of Service”) contains the terms and conditions applicable to all services provided by or through United Retirement, Inc. (“United Retirement”). The Terms and Service are incorporated by reference into the Acceptance Form contained in the Proposal presented to and executed by the Plan Representatives identified in the signature line of such. By signing the Acceptance and Authorization, the Plan Representatives have engaged United Retirement to provide services on behalf the plan identified in the Acceptance and Authorization (the “Plan”) and agree to be bound by the Acceptance and Authorization, including all attachments, this Terms of Service, and any other documents incorporated by reference (collectively, the “Agreement”). This Terms of Service will apply as of the Effective Date of the Agreement and will continue to apply for as long as United Retirement provides services to the Plan.

Section 1: Engagement and Scope of Services

1.1 Scope of Services

United Retirement will work with the Plan Representatives and their designees to provide the applicable services described herein, pursuant to the Agreement (the “Services”). Not all Services will be applicable to or required for the Plan, as they will depend on the laws under which the Plan is organized (*e.g.*, whether the Plan is a defined contribution or defined benefit plan), as well as the level of Services United Retirement has been engaged to provide, as set forth in the Agreement.

1.2 Requests for Information

United Retirement will request information from the Plan Representatives annually or more frequently depending on the appropriate administrative interval. This information will include, but is not limited to: employee census data in the format requested, trust accounting for the year or investment statements adequate to perform the accounting, and updated information about the Plan and Employer, including information about tax status, subsidiaries, related entities, officers, directors and shareholders (each, and collectively, the “Requested Information”). United Retirement’s provision of Services under the Agreement is contingent upon its receipt of Requested Information.

1.3 Plan Document Services

Following receipt of the Requested Information from the Plan Representatives, as applicable, for the fees set forth on the Fee Schedule, United Retirement will provide the following Plan Document Services:

- A. Plan Document.** Prepare the appropriate Plan and trust documents for the Plan Representative’s review and signature, which include a written document containing the terms of the Plan (the “Plan Document”) and a trust for execution by Plan Representatives. For any Plan that is receiving Services under United Retirement’s E3 Program, the Plan must be restated to the United Retirement Plan Document and adopt the default provisions applicable under the E3 Program.
- B. Plan Document Amendments and Restatement.** In order for the Plan Document to remain in compliance with all applicable laws and regulations, from time to time, additional Plan Document Services may be required, including certain interim, required and discretionary amendments to the Plan Document, as well as any required Plan Document restatements. These Plan Document Services will be provided pursuant to the Fee Schedule and, as applicable, as elected on the Document Maintenance Program Enrollment Form. .

1.4 Base Annual Administration Services

For the base annual administration fee provided on the Fee Schedule (the “Base Fee”), as applicable, United Retirement will provide the following Base Annual Administration Services:

- A. Form 5500 Reporting and Disclosure.** Prepare for a Plan Representative’s signature, as appropriate, the Department of Labor’s (“DOL”) Annual Report (Form 5500 series) and applicable schedules and attachments. United Retirement will provide instruction regarding the filing of the government reporting

forms by Plan Representatives, unless Plan Representatives specifically engage United Retirement in writing for such filings.

- B. Participant Eligibility.** Apply the Plan rules to the employee census data to determine eligibility for participation or benefits, and calculate service and compensation.
- C. Calculate Contribution Amounts.** Calculate benefit and contribution amounts and track vesting (unless vesting calculations are made by another party).
- D. Required Minimum Distribution Calculations.** Provide Employer with notice of any Required Minimum Distributions (“RMD”) and calculate any such RMD.
- E. Maximum Tax-Deductible Contribution.** Determine the Employer’s maximum tax-deductible contribution under IRC §§ 404 and 415.
- F. Employer Minimum Required Contribution.** For defined benefit plans organized under IRC § 414(j) (a “Defined Benefit Plan”), determine the Employer’s minimum required contribution under IRC § 430, including, if applicable, the schedule of required minimum quarterly deposits.
- G. Participant Statements and SAR.** Prepare applicable participant statements and reports, unless a Plan Representative notifies United Retirement that Employer has retained a party other than United Retirement for this service or the investment vendor is providing benefit statements. For Defined Contribution plans, this includes, as applicable, benefit and/or account statements for the Participants and the Summary Annual Report (“SAR”). A per participant fee, pursuant to the Fee Schedule, will apply for participant statements prepared by United Retirement. United Retirement may delay the performance of the above services if a plan audit is required (generally, if the Plan has more than 100 participants an audit by a Certified Public Accountant (“CPA”) is required) until the audit is complete. Alternatively, if Plan is covered by PBGC, in lieu of SAR, United Retirement will prepare a more extensive Annual Funding Notice and Comprehensive Premium Payment Filings forms for an additional fee as shown on the attached schedule. For Defined Benefit Plans, as required, this includes individual benefit statements for Participants, showing an estimate of non-forfeitable benefits accrued under the Plan to date, along with an estimate of anticipated benefits at the Participant’s normal retirement date.
- H. AFTAP.** For Defined Benefit Plans, determine the Plan’s Adjusted Funding Target Attainment Percentage (“AFTAP”) under IRC § 436 along with any funding-based limits on benefits and/or benefit accruals imposed if the Plan’s AFTAP falls below certain statutory minimum levels.
- I. Compliance Testing.** As applicable, United Retirement will provide the Compliance Testing Services set forth in Section 2.1 of this Terms of Service.

1.5 Participant Transactional Services

Upon request and pursuant to the Fee Schedule, as applicable, United Retirement will provide the following Participant Transactional Services:

- A. Participant Loans and Hardship Withdrawals.** Assist with the processing of hardship withdrawals and Participant loans, including, as applicable, providing Participants with an amortization schedule and promissory note. Defined Benefit Plans cannot permit hardship withdrawals. In the event that a Participant defaults on a Participant loan, Employer authorizes United Retirement to issue any required distribution notices and prepare and file any required tax form.
- B. Separated Participants.** Determine the amount for Plan Representatives to distribute to separated Participants and prepare the necessary forms for Participants’ signatures.
- C. Additional Participant Statements.** Prepare valuations and Participant statements more often than as required by applicable laws or regulations.

1.6 Additional Services

All other services provided to the Plan are deemed Additional Services, which, as applicable, shall be provided upon request and pursuant to the Fee Schedule, including, but not limited to, the following:

- A. Independent Plan Audit.** Assist Plan Representatives in securing an audit of the Plan from an independent CPA and provide additional reports and supporting records upon CPA’s request.

- B. IRS and DOL Audits.** Assist Plan Representatives with preparing for IRS and/or DOL audits of the Plan, including meeting (or having a phone conference) with Plan Representatives and government representatives during the audit process.
- C. Involuntary Distributions and Forfeitures.** Process involuntary distributions as directed by Employer and process and allocate forfeited, non-vested contributions at the direction of Employer. In the event that Employer fails to provide direction, Employer hereby directs United Retirement to follow applicable Plan rules for allocation of forfeited, non-vested contributions.
- D. Plan Terminations.** If Employer terminates the Plan, United Retirement will prepare the Plan's annual compliance reporting Form 5500 and applicable schedules until the assets of the Plan have been fully distributed. For an additional fee, Employer may engage United Retirement to prepare and file Forms 1099-R and 945 for the distributions paid through Plan termination.
- E. Preparation of Additional Government Forms.** As necessary, prepare the Form 5330 (for excise tax returns), Form 8955-SSA (for separated Participants with deferred vested benefits), Form 1099-R (for Participants to whom you have made a distribution), and Form 945 (for federal income tax withheld from non-payroll payments).
- F. Special Valuations.** Perform special valuations for accounting purposes and prepare expense and disclosure reports in accordance with Accounting Standards Codification Sections 960, 715-30 and 715-20 (formerly referred to as FAS 35, FAS 87, FAS 88, FAS 132R and FAS 158).
- G. PBGC Reporting.** Prepare for a Plan Representative's signature, as appropriate, the Pension Benefit Guaranty Corporation ("PBGC") premium payment forms, and provide instruction regarding the filing of such forms by Plan Representatives.
- H. Actuarial Valuation.** Perform an actuarial valuation of the Plan, as required under IRC § 430, and present the results of the valuation to Plan Representatives in a written report.
- I. Transition Services.** For an additional fee, in the case of a previously established Defined Benefit Plan that is transferring actuarial and administrative services to United Retirement, United Retirement will prepare a matching actuarial valuation and thorough Plan and benefit review to ensure a smooth transition.
- J. Consulting Services.** Provide consulting services regarding alternate plan designs, mergers and acquisitions, controlled group or affiliated service group analysis, and other special projects as identified and agreed to by the parties.

Section 2: Compliance Testing

2.1 Base Compliance Testing Services

As applicable, for the Base Fee, United Retirement will perform the following Base Compliance Testing Services:

- A. Nondiscrimination and Minimum Coverage Testing.** United Retirement will perform testing to determine compliance with the nondiscrimination, coverage, and participation requirements set forth under the IRC, including, as applicable: the IRC §401(k)(3), the Actual Contribution Percentage Test ("ACP"); IRC §401(m)(2), the Actual Deferral Percentage Test ("ADP"); IRC §410(b), a Minimum Coverage Test and present results; and/or IRC § 401(a)(26), Minimum Participation Test (for Defined Benefit Plans).
- B. Monitor Maximum Limits.** United Retirement will monitor maximum benefit and contribution limits under IRC §415 and maximum deferral limitations under IRC §402(g), and calculate maximum deduction limits under IRC §404.
- C. Top-Heavy Calculations.** United Retirement will perform calculations to determine whether the Plan is top-heavy and provide Plan Representatives with information and options regarding contributions to the Plan. Under IRC § 416, a plan may become "top-heavy" when the benefits of certain executives account for more than 60% of the plan's benefits. If the Plan becomes top-heavy, a faster vesting schedule may apply and the Plan may be required to increase the benefit levels of non-key employees. United Retirement will assume that the Plan Representatives intend to continue to provide benefits to key employees and to pay all required contributions for the accounts of the non-key employees if the Plan

becomes top-heavy, unless otherwise instructed. Accurate information must be provided by the Plan Representatives in order for United Retirement to determine (1) the identity of all key employees, and (2) whether key employees are receiving allocations under the Plan, including deferring income under IRC § 401(k) to the Plan. With certain plans, such as 401(k)-only plans (meaning employee salary deferrals are the only source of contributions), there is a possibility that the Plan could be top-heavy in the initial Plan year.

- D. Cross-Testing.** Upon request and as applicable, United Retirement will provide cross-testing services (e.g. New Comparability). Additional fees will apply.

2.2 Additional Defined Benefit Compliance Testing

For Defined Benefit Plans, certain additional compliance testing may be required, which will be provided upon request, pursuant to the Fee Schedule. Such services may include, but are not limited to:

- A. Section 401(a)(4) Testing.** For Defined Benefit Plans, if the Plan's benefit accrual formula does not meet the requirements for a safe harbor, as described in Treasury Regulations §1.401(a)(4)-3, United Retirement will perform testing for compliance with the nondiscrimination requirements of IRC §401(a)(4) and, based on the test results, identify procedures for any corrective action required. This service will require an additional fee, as shown on Fee Schedule.
- B. Combined Testing.** If the Defined Benefit Plan is combined with a defined contribution plan sponsored by the Employer, for an additional fee, United Retirement will perform testing of the combined plans for compliance with the nondiscrimination requirements of IRC §401(a)(4) to determine the minimum contribution allocation requirements under the defined contribution plan.

2.3 Compliance Test Corrections

Employer acknowledges that if the Plan fails any Plan required Compliance Testing (as described above in Section 2.1 (and 2.2, as applicable) of this Terms of Service), the Employer is solely responsible for correcting the failure and bringing the Plan into compliance with the applicable test. In the event of any such failure, United Retirement will provide Employer with guidance on how to correct the failure and, at the direction of the Employer, provide assistance with implementing the proposed correction method. If the Plan becomes "top-heavy," as described in Paragraph C of Section 2.1 of this Terms of Service, the Employer is responsible for making any required contribution to the Plan.

2.4 Errors in Compliance Testing

Employer acknowledges and understands that if the Employer or its designees fail to provide timely or accurate Requested Information, the Compliance Testing and subsequent reports provided by United Retirement may be inaccurate. United Retirement shall not be responsible for any errors in the Compliance Testing or reports caused by missing or erroneous information provided by Employer or its designees, and shall not be responsible for recalculating such Compliance Tests or amending such reports. United Retirement will recalculate the Compliance Testing and/or amend reports only upon receipt of the Requested Information and any applicable additional fees.

Section 3: Conditions Precedent to Provision of Services

3.1 Plan Fiduciary

Plan Representatives represent that they are the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of the Plan provisions, evaluation of claims made by and the eligibility of Participants, whether to follow the Employee Retirement Income Security Act of 1974, as amended ("ERISA") § 404(c) and/or the selection of Qualified Default Investment Alternatives, the advisability of insurance policies, and all other ERISA Plan Administrator responsibilities. Plan Representatives shall comply with all laws and regulations regarding the form and operation of the Plan. Further, as the Plan fiduciary, Plan Representatives shall be responsible for, and unless expressly stated otherwise in the Agreement, United Retirement shall have no responsibility to provide or monitor, the following:

- A. Plan Contributions.** Plan Representatives shall be responsible for ensuring that funds are actually contributed to the Plan trust when required for tax deductibility and to satisfy the minimum funding standards for pension plans, and to comply with the IRS rules, and ERISA and DOL Regulations regarding

such. United Retirement has no obligation to monitor Plan contributions or to ensure that such contributions are timely contributed to the trust.

- B. Filing Government Reports.** United Retirement shall prepare the governmental reports pursuant to the Agreement, and Plan Representatives shall be responsible for the timely filing of such reports with the appropriate governmental agency. Plan Representatives acknowledge that the failure to timely file required government reports may result in penalties, which shall be the sole responsibility of the Plan Representatives (and not United Retirement) if assessed. Plan Representatives acknowledge that Plan Representatives must electronically sign and file any Plan year Form 5500 and applicable schedules with the DOL under the processes dictated by the DOL. United Retirement shall instruct Employer on how to comply with this electronic filing requirement.
- C. Participant Disclosures and Distribution Forms.** Plan Representatives shall be responsible for providing the notices and information required by law to Plan Participants, including without limitation, notices, elections, and reports, as well as obtaining Participants' signatures (and spouses' signatures, if applicable) on all benefit distribution forms. Plan Representatives' participant disclosure obligations under this Paragraph C shall include: (1) timely providing the up-front and annual disclosures to eligible plan Participants (note: regulations require that participant disclosures be provided, "on or before the date" that individuals become eligible to direct his or her investments and annually thereafter and, as such, you may have to modify your enrollment procedures); (2) providing additional information to Participants upon request; (3) informing United Retirement of any changes to the information contained in the Participant disclosures; (4) ensuring compliance with the Internet Web site address and glossary of terms requirements of DOL regulation §2250.404a-5(d)(1)(v) and ; and (5) ensuring compliance with the remaining requirements of the regulations concerning participant disclosures, including without limitation, the quarterly disclosure requirements.
- D. Distribution Tax Forms and Income Tax Withholding.** Plan Representatives shall be responsible for the end of year tax forms required by law (*i.e.*, Form 1099-R and Form 945), unless United Retirement is engaged for an additional fee and receives written confirmation that a Participant has received a distribution from the Plan. Plan Representatives shall be responsible for preparing the forms necessary to report unrelated business taxable income to the Plan trust (*i.e.*, Form 990T), or engaging another firm to do so.
- E. Other Plans and Companies.** The Plan's operation and tax qualification are affected by other plans sponsored by the Employer (whether currently active or terminated, and whether or not administered by United Retirement). Other companies owned by the Employer or by the owners (including family members of such owners) of the Employer may also affect the Plan. Employer is responsible for timely informing United Retirement of other potentially related plans or companies (including controlled groups and affiliated service groups, as those terms are defined in the IRC) or any change to such information, and for any changes to the tax filing status of the Employer.
- F. Taxable Cost of Life Insurance in Plan.** Employer shall be responsible for the preparation of Forms 1099-R for the Plan's Participants to report the taxable term cost (*i.e.*, PS-58 cost) of any life insurance held by the Plan for their benefit. United Retirement will prepare these Forms 1099-R for an additional fee if the information necessary to prepare the Forms is provided to the United Retirement on a timely basis.
- G. Participant Loans from the Plan.** Plan Representatives shall be responsible for establishing procedures relating to Plan loans and for ensuring compliance with such procedures, including without limitation, the evaluation of a Participant's creditworthiness, obtaining loan documentation, properly securing the loan, and obtaining repayment of the loan.
- H. Hardship Withdrawals from the Plan.** Plan Representatives shall be responsible for compliance and procedures relating to hardship distributions, including the evaluation of a Plan Participant's hardship to determine if it qualifies for a distribution and ensuring that the amount of the distribution does not exceed the amount needed to satisfy the financial need.
- I. Fiduciary Bond and Insurance.** With limited exception, ERISA requires every fiduciary of an employee benefit plan who handles plan funds or assets be bonded. Employer is responsible for obtaining the bond required by ERISA. Employer further acknowledges that United Retirement has no responsibility, express or implied, for completing the fidelity bonding requirement and that Employer shall remain fully responsible for verifying that the bonding requirement, as established by ERISA, is met.

3.2 Adequate and Advance Disclosures

Plan Representatives represent that before entering into the Agreement, Plan Representatives were provided disclosures (*i.e.*, the Fee Schedule Proposal, and Fee Disclosure statement) from United Retirement concerning its services and compensation, and agree that Plan Representatives received adequate disclosures sufficiently in advance to make an informed decision to engage United Retirement. Plan Representatives warrant and represent that the compensation to be paid to TPA is not more than “adequate consideration.” Plan Representatives may elect to have certain fees deducted from Plan assets and it is the sole responsibility of the Plan Representatives to determine whether Plan assets may be used to pay any particular fee. The Employer acknowledges that it has selected and approved the Plan investments, Plan investment lineup, and any investment outside the vendor platform lineup in its Plan, and that United Retirement has not provided investment advice with regard to any such selections.

3.3 Timeliness and Accuracy of Data

Timely processing of information is essential to the proper administration of the Plan and avoids costly penalties and other adverse consequences. Employer acknowledges and understands that the successful collection and processing of the Requested Information is dependent on the Employer or its designees providing the Requested Information in the format requested by United Retirement. In the event that the Employer or its designees fail to provide the Requested Information, either for each payroll cycle processed, in a timely manner, or in the requested format, services may be inaccurate or, at United Retirement’s sole discretion, delayed or not provided. For Requested Information required at the Plan year end, Plan Representatives shall provide the applicable Requested Information to United Retirement within 30 days after the Plan year end, which will enable United Retirement to provide the Employer with information it may need to make contributions to the Plan. If United Retirement has not received such Requested Information within six months after the Plan year end, Employer hereby authorizes United Retirement and the expense to prepare, execute, and file Form 5558 to extend the filing deadline for Form 5500 and/or 8955-SSA returns for the Plan. Form 5500 series are generally due seven months after the Plan year end. United Retirement shall not be responsible for any late filings, penalties, fines, or taxes that result from Plan Representatives’ failure to timely provide United Retirement with the Requested Information or as the result of work stoppage by United Retirement due to delinquent invoices. United Retirement is not responsible for performance of any service until and unless the applicable Requested Information is received by United Retirement. United Retirement may charge a late fee of \$150 or may suspend or withdraw from services if the Employer is more than 45 days delinquent in providing the Requested Information.

3.4 Reliance on Information Provided

United Retirement shall rely without qualification on information provided by Plan Representatives or their designees, including third party designees or services providers, whether oral or in writing, and shall have no responsibility to independently verify its accuracy, completeness, or authenticity, including without limitation, the value of trust investments and earnings, payroll data, or census data. United Retirement may act on written directions from Plan Representatives or their designees or upon oral or telephone instructions or electronically transmitted instructions that United Retirement reasonably believes to be genuine. United Retirement assumes no responsibility to acquire information other than to request it from Plan Representatives, and will not be liable for any errors or omissions made as a result of incomplete or inaccurate information provided by Plan Representatives. Administrative reports or additional Services which need to be performed or re-performed due to incomplete or inaccurate data furnished by or on behalf of the Plan or the Employer shall be subject to additional fees.

3.5 Services Not Provided under the Agreement

Plan Representatives acknowledge and agree that United Retirement shall not be responsible for any of the following:

- A. **Investment Services.** United Retirement does not act as custodian or trustee of the trust assets, invest trust assets, value trust assets, provide investment advice, or verify trust accountings. United Retirement does not monitor investment performance or the performance of investment managers or advisors, or recommend investments. Any purchase of investments or insurance shall be solely at the direction and responsibility of the Plan Fiduciary, the Participant, or other Plan Representatives. In the event that Employer utilizes the services of investment advisors or selects Plan investments with an assigned financial advisor, Employer authorizes United Retirement to provide Plan and individual employee/Participant information to investment advisors and/or financial advisor. Such information shall include, but not be limited to, account balances and contact information. Plan and Participant

information is provided to the investment advisors or financial advisor to enhance its ability to provide investment related services to the Plan and Participants.

- B. Fiduciary Services.** United Retirement only performs ministerial services that are non-discretionary as to the administration of the Plan or the management of Plan assets. United Retirement will not provide any services to the Plan as a fiduciary either within the meaning of ERISA, the Code, or under the Investment Advisers Act of 1940. Plan Representatives agree and acknowledge that United Retirement and its employees are not Fiduciaries of the Plan and trust, nor are United Retirement or its employees the Plan Administrator as defined in ERISA. United Retirement is not required or authorized to make any recommendations that the Employer or any Participant may rely on for investment decisions.
- C. Accounting and Legal Services.** United Retirement is neither a law firm nor a public accounting firm. United Retirement shall not perform, and shall have no responsibility for, matters which are properly in the purview of such professionals.

Section 4: Invoices and Compensation

4.1 Invoices

United Retirement will invoice Employer periodically for work performed, pursuant to the Fee Schedule and the terms of the Agreement. Periodic invoices include a prorated annual estimated fee, any applicable Additional Service fees, and any time and charge fees. Invoices are due upon receipt and become delinquent if not paid within 30 days. Balances not paid within 30 days of the invoice date will bear a late charge equal to 1.5% per month or the maximum rate permitted by law, until paid in full. United Retirement reserves the right to require payment, either in full or in part, prior to its provision of any or all services. United Retirement may withdraw from the engagement without further obligation when any payment is past due in excess of 30 days, and such termination shall be effective as of the date through which all fees are paid. If the Agreement has been terminated for non-payment of fees, United Retirement may, in its sole discretion, offer to reinstate the Agreement under terms and conditions prescribed by United Retirement. Under no circumstances shall United Retirement be responsible for any fines, penalties, or damages otherwise incurred, which are a result of any suspension, delay, or termination of services by United Retirement due to Plan Representatives' failure to timely remit payment.

4.2. Payment from Plan Assets

Consistent with the Plan Document, Plan Representatives may elect for certain fees for Participant Transactional Services, such as the fees for loans and distributions, to be transaction fees charged against the account of the Participant who requested such transaction(s). Also, consistent with the Plan Document, Employer may elect for all other types of fees (except "settlor" expenses which must be paid by Employer) to be charged against all Participants' accounts. Plan Representatives authorize payments from Plan assets of: (i) invoices which have been outstanding in excess of 60 days, and (ii) invoices in the event of termination of the Agreement; however invoices for services relating to settlor expenses, such as services relating to Plan design or the establishment and termination of the Plan shall be paid by the Employer.

4.3 Expenses and Compensation

Employer is responsible for the payment of any out-of-pocket expenses that United Retirement incurs on behalf of the Plan or Employer, such as messenger service fees, overnight delivery fees, IRS user fees, travel expenses, and expenses when United Retirement is called to testify or produce documents in a dispute regarding the Plan (whether or not United Retirement is a party or the Agreement has been terminated). If United Retirement is required to commence collection procedures for unpaid invoices, Employer shall pay United Retirement's attorney fees and court costs. United Retirement shall not be responsible for any late tax filings, penalties, fines, taxes, or other charges that may be assessed, unless due to United Retirement's gross negligence or willful misconduct.

4.3 Modification to the Fee Schedule

United Retirement may modify the fees with 60 days written notice to Employer. Employer's silence regarding any modification notice will be interpreted as acceptance of the proposed modification.

Section 5: Disputes

5.1 Disputes

United Retirement shall not be liable for any damages incurred, paid, or otherwise sustained, which arise out of: (i) United Retirement's reporting or acting upon information or direction provided to United Retirement from or on behalf of the Plan or Plan Representatives; or (ii) a failure by the Plan Representatives to perform or observe any provision of the Agreement. United Retirement is not responsible for errors made by any prior service provider or any errors made by United Retirement that are a direct result of any such errors (each, and collectively, an "Existing Error"). In the event of a dispute, Plan Representatives' remedies are limited to United Retirement's obligations under its Compliance Warranty; however, if any terms between the Compliance Warranty and the Agreement conflict, the terms of the Agreement shall control. United Retirement's liability shall be limited to an amount equal to two times the annual fees charged to the Plan or Employer under the Agreement. Neither party shall be responsible to the other party for special, indirect, incidental, exemplary, punitive, or consequential damages.

5.2 Indemnification

Plan Representatives and United Retirement shall each indemnify and hold harmless the other party and its affiliates, and the shareholders, directors, employees, agents, successors, and assigns of each (the "Indemnified Party") from and against and in respect of all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees (which shall include reasonable in-house attorneys' fees) (each and collectively, "Losses") incurred, paid, or otherwise sustained by an Indemnified Party, arising out of or resulting from: (i) a failure by the other party to perform or observe any provision of the Agreement; or (ii) any acts or omissions of the other party which constitute gross negligence, fraud, or willful misconduct or a violation of applicable Federal, State, or Local law.

Section 6: Termination

6.1 Termination of the Agreement

The Agreement may be terminated by either United Retirement or the Plan Representatives with 60 days written notice, or immediately by United Retirement if: (1) United Retirement reasonably believes the Plan Representatives are operating the Plan in a manner that is in violation of tax laws or ERISA or inconsistent with the Plan Document; (2) the Plan Representatives default on payment; (3) the Employer becomes subject to receivership, bankruptcy, or is insolvent; or (4) the Plan Representatives fail to execute or comply with documents, applications, and agreements required for the performance of Services under the Agreement. United Retirement may charge a de-conversion fee to recoup reasonable start-up expenses of \$750 for termination within the first year, \$500 second year, and \$250 for the third year.

6.2 Obligations upon the Termination of the Agreement

Upon the termination of the Agreement, all fees, including fees for administrative services for the current year earned through the date of termination, will be immediately due. Termination of the Agreement shall not relieve Plan Representatives of any obligations set forth herein, including without limitation, payment obligations to United Retirement. All files, documents, data, and other records maintained on behalf of the Plan or Plan Representatives shall remain the property of United Retirement until such time that all fees are current. The parties agree that all proprietary records and data, computer programs, licenses, and other software items used by United Retirement are the exclusive property of United Retirement and shall remain the property of United Retirement. In the event that the Plan is terminated, this engagement will be considered terminated upon such termination of the Plan and the preparation by United Retirement of a final Form 5500 Annual Return/Report. A portion of any prepaid Base Service Fee will be refunded based on the percentage of services which have been prepaid but not performed by United Retirement.

Section 7: Miscellaneous

7.1 Force Majeure

The parties shall not be liable for, and are excused from, any failure to deliver or perform, or for delay in delivery or performance, due to a cause beyond their reasonable control, including without limitation, acts of nature, governmental actions, fire, labor difficulties, civil disturbances, interruptions of power or communications, or acts of terror.

7.2 Severability and Waiver

The failure of either party to exercise in any respect any right provided for in the Agreement shall not be deemed a waiver of any right hereunder. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. If a conflict exists among the provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions, or pricing will control over standardized, posted, or non-negotiated terms, conditions and pricing, to the extent permitted by law.

7.3 Governing Law

The Agreement and all aspects of the relationship between United Retirement and Employer shall be governed exclusively by the laws of the State of Ohio, to the extent not preempted by ERISA, without regard to, or application of, Ohio's conflict of laws, rules, and principles.

7.4 Successors and Assigns

The Agreement shall bind and inure to the benefit of the respective successors and assigns of the Parties.

7.5 URLs and Successor URLs

References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by United Retirement.

7.6 Representations and Signature

Each person executing the Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so, with full right and authority to execute the Agreement and to bind such party. The parties agree that either party's signature on the Agreement may be transmitted to the other party electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

7.7 Counterparts and Headings

The Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. The headings contained in the Agreement are included for purposes of convenience only, and do not affect the meaning or interpretation of the Agreement.

7.8 Amendment

United Retirement may amend the Agreement and any attachments hereto upon 60 days' written notice to Employer, and such amendment shall become effective at the end of the 60 day notice period, unless Employer provides a written objection to United Retirement prior to such effective date. Employer's silence regarding any amendment shall constitute acceptance.

7.9 Entire Agreement

The Agreement, together with any Attachments, Schedules and Exhibits, contains the entire agreement between the parties with respect to the matters contained herein. Plan Representatives acknowledge that there have been no representations or warranties made by United Retirement or Plan Representatives which are not set forth in the Agreement. Except as expressly stated otherwise in the Agreement, the Agreement may be modified only by mutual written consent between the parties.

