



CLIENT SERVICE AGREEMENT FOR RETIREMENT PLAN SERVICES

Thank you for selecting the MAP Retirement Group of Companies to service you and your employees.

We take our responsibility very seriously. Our commitment is to deliver exceptional service, consultation to assist you in meeting your goals and objectives, while performing the document, administration and compliance services with the highest integrity and expertise to keep your plan in compliance.

The following Client Service Agreement covers most services available to you from our group of companies.

The selection of your Service Model(s) on page 13 will determine the sections of this agreement that are applicable to you and your plan.

SERVICE AGREEMENT FOR PLAN SERVICES

Employer: _____ * (the “Employer”)

Plan: _____ * (the “Plan”)

Plan Administrator: _____ * (the “Plan Administrator”)

Effective Plan Year: _____ * (the “Effective Plan Year”)

Proposal and Engagement Agreement: _____ * (the “Proposal and Engagement”)

This agreement (“Agreement”) between the Employer and the Plan Administrator (collectively referred to as “you”), and MAP Retirement USA, LLC”) (MAP Retirement Group of Companies includes; Abacus; Gorelick Tivey & Abacus; AimPoint Group, LLC; MAP Retirement, LLC; MAP Retirement USA, LLC; MAP Retirement of Illiana, LLC; Qualified Plan Consultants, LLC; Pension Plan Specialist, LLC; Retirement Plan Alliance, LLC (RPA), Retirement Services Group, LLC. (RSG)) (“**MAP**” or “we”) summarizes the work we are to perform, outlines our fees and billing procedures, and notifies you of your responsibilities under our engagement.

Costs for Services provided by **MAP** and additional possible revenue paid to **MAP**, were disclosed, accepted, and signed by an authorized Employer representative on Proposal and Engagement Agreement, RIC discloser document and further outlined in Appendices. Costs outlined in the Proposal and Engagement Agreement will be charged unless not outlined and explicitly listed, in that event, costs in Appendices will be charged.

I. ENGAGEMENT

We are being retained by the Plan Administrator on behalf of the Plan to perform the services outlined in this Agreement. We understand that you are a fiduciary with authority to contract with us on behalf of the Plan. In addition, we require that the Employer sign this Agreement, agreeing to be liable for payment of our fees that are not permitted to be paid by the Plan pursuant to the Employee Retirement Income Security Act, as amended (“ERISA”) as well as the balance of our fees in the event of nonpayment by the Plan.

This Agreement is effective for services starting with the Effective Plan Year shown above as of the date of signature in Section XVI of this Agreement by both you and **MAP** in relation to the TPA services being provided for your existing Plan or for a Plan that we are designing and will remain in effect until terminated in accordance with Section XV below. We cannot begin our work until you provide us with the documents and information requested on the “Information Needed Upon Engagement” page at the bottom of this Agreement. If you have elected for us to provide additional services, the effective date for such additional services is outlined in the relevant Appendix.

II. OUR SERVICES: WHAT WE WILL DO FOR YOU

The specific services that **MAP** is being retained to perform, and the fees relating to those services, are outlined in the Appendices to this Agreement. We will not perform any services not designated on the Appendices or those specifically exempted in Section IV of this Agreement. On occasion you may request that **MAP** perform a special service not covered by this Agreement. Such service, and the fees related to that service, will be subject of a separate Addendum to this Agreement.

III. WHAT YOU AGREE TO DO

It is impossible for us to provide services to you without your cooperation. Therefore, you are responsible for the following:

A. 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. **You will provide us with the requested information and will be responsible for ensuring that the provided information is accurate and complete, in the format requested as defined in the request.** MAP will rely exclusively on information provided by you or, at your direction, your other advisors, and will have no responsibility to independently verify the accuracy of that information, including the value of trust investments and earnings. We assume no responsibility to acquire information other than to request it from you and will not be liable for any errors or omissions made as a result of incomplete or incorrect information that you furnish to us.

You will return any requested information to us within the timeframe specified in our request. This will enable us to provide you with the information you require to fulfill your responsibilities without obtaining extensions on your tax return filing or other actions.

We cannot be responsible for any late filings, penalties, fines, or taxes that result from your failure to provide us with complete information on a timely basis, as specified above.

B. Primary Contact.

1. Identification of the Primary Contact.

We require that you identify a Primary Contact for your office on the Welcome & Client Plan Information Form and provide us with that person's contact information (including his or her email address). Your signature on this Agreement constitutes your appointment of the Primary Contact. You must notify us if and when you want to change the Primary Contact and, if so, provide us with new contact information.

2. Communications and Transmission of Information.

Our primary method of communication with you will be with the Primary Contact via email and through the secure portal. Your signature on this Agreement constitutes your consent to these forms of communication.

Information and requests that we provide to the Primary Contact are deemed to be received by you: (i) if by email, when the email is sent by us; and (ii) if by portal, when we advise your Primary Contact that the information is available on the portal.

Instructions and information given to us by the Primary Contact will be deemed to be genuine and may be relied upon by us. If, at any time, MAP is in doubt concerning the course we should follow or the meaning of instructions given to us, we may contact the Primary Contact for clarification and may withhold any action or omission to act until receiving written advice or instructions from the Primary Contact.

3. Use of Systems by Authorized Parties.

The establishment of your Primary Contact (or others you authorize) as a user of the secure portal must be authorized by you through a procedure we will review with you. Users are not permitted to share login information with any other individuals.

To the extent that any individual is provided by you with access to our systems, secure portal, website, or other information source in his or her capacity as a Plan representative, you are responsible for advising MAP to terminate such access when it is no longer desired or appropriate (for example, when such individual terminates employment with you). You are also responsible for terminating the individual's access to any other third-party websites, including those of your recordkeeper and your payroll provider when it is no longer desired or appropriate. MAP is not responsible for any ramifications of such individual continuing to have access if you fail to provide proper notification that the access should be terminated.

C. Electronic Delivery.

All information, data, and other materials furnished to **MAP** by you, the Plan, or other advisors must be in Good Order. “Good Order” means that the data and other materials furnished must be provided electronically in a manner consistent with the specific instructions that will be provided to you by us.

To the extent that you, the Plan, or your other advisors are unable to furnish electronic data to **MAP** according to the requirements of the above paragraph, **MAP** reserves the right to increase our fees to cover the resulting extra time required to perform its duties under this Agreement and the Appendices.

You are responsible for uploading your information through the secure portal to us and for retrieving information that we advise you is there for your access and/or review.

We are not responsible for any late filings, penalties, fines and/or taxes that result from your failure to provide us with information that is in Good Order or for your failure to retrieve information that we advise you is available on the portal.

D. Plan Contributions.

You will be responsible for making sure that funds are actually contributed to the Plan trust when required for tax deductibility (*i.e.*, generally by the due date of your Employer’s federal income tax return, including extensions), minimum funding standards for pension plans (*i.e.*, within 8 ½ months of the end of the Plan year), or for Department of Labor (“DOL”) fiduciary requirements (*i.e.*, as soon as possible for 401(k) salary deferrals and loan repayments, but not later than 7 business days after the relevant payroll date, if the plan has fewer than 100 participants, or as of the earliest date on which such contributions or repayments can reasonably be segregated from the employer’s general assets, for plans with 100 participants or greater).

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 we administer them). Other companies owned by the Employer, by the owners of the Employer, or by certain relatives of the owners may also affect the Plan. You are responsible for informing us of other plans or companies, and of notifying us when there is a change to this information. **Please note:** the options for dealing with certain plan issues in the event you buy another company or the Employer itself is purchased by another are much broader *before* the transaction occurs than after. Please advise us as early as possible of a pending company transaction so that we can do our best work for you in this context.

F. Maintenance of Fidelity Bond.

Generally, employees of Plan Administrators who handle retirement plan funds must be covered by a fidelity bond. You are responsible for obtaining and **maintaining** this bond. You must notify **MAP** annually of the insurance carrier and the face amount of the fidelity bond.

G. Annual Administrative Compliance.

Sometimes due to demographic changes in your workforce or operational changes in plan participation, your Plan will fail to comply with the Internal Revenue Code’s (the “Code”) coverage or nondiscrimination rules. In that case, certain corrections must be made, and those corrections sometimes call for amendments to your Plan. If these types of corrections are needed, we are more than willing to discuss your options and prepare any needed amendment at your request. However, as the Plan’s primary fiduciary, you are responsible for adopting any amendments and taking any other corrective actions needed to pass the Code’s coverage or nondiscrimination rules.

H. Service of Process.

You will act as the agent for service of legal process for the Plan.

I. Record Retention and Document Custody.

Information related to the preparation of the Forms 5500 and 1099-R that we will prepare for you must be maintained for at least six (6) years after the forms are due. It is your responsibility to comply with these record retention obligations. In addition, the DOL requires **you** to retain sufficient information to determine the benefits of the participants and beneficiaries in perpetuity. In addition, a second DOL requirement mandates that the Plan Sponsor retain sufficient information to determine the benefits of the participants and beneficiaries in perpetuity (i.e., this retention obligation is not limited to 6 years). Although we keep copies of the work we performed for you, these copies are for our files. Therefore, you must retain copies of the work we perform for you and the information we send you. Failure to do so can result in a civil penalty payable to the DOL.

Similarly, you are responsible for maintaining signed and dated copies of all plan documents at all times. These documents must be made available for inspection by participants and beneficiaries at your principal office. In addition, you must furnish copies of these documents in writing if a participant so requests (you may charge a reasonable fee for reproduction costs). Failure to provide documents to participants when requested may subject you to penalties.

J. Duty to Monitor the Performance of Service Providers.

As a fiduciary, you are responsible for monitoring the performance of anyone providing services to the Plan, including **MAP**. You must review the reports or other items that we prepare for you on a regular basis and notify us immediately of any errors or inconsistencies that you identify on any report, form, or other communication from us. You must similarly monitor your other service providers.

K. Determination of Fees That May Be Paid by the Plan.

Under ERISA, the fees for certain services **cannot** be paid for by the Plan, but must be paid for by the Plan Sponsor. These fees include, but are not limited to, those related to the plan design or redesign to accomplish company goals. If you choose to pay our fees or other fees from the Plan, it is your responsibility as the fiduciary to ensure that ERISA permits the Plan to pay for such activities.

L. Determination of Reasonableness of Fees.

As a fiduciary, you are responsible for ensuring that the fees paid with Plan assets for services are reasonable. Therefore, you are responsible for reviewing this Agreement and the other contracts into which you enter on behalf of the Plan to ensure that you understand what is being paid to all your service providers (including **MAP**) and can determine that the amount being paid is reasonable.

The law requires that service providers give you an estimate of their fees within a reasonable time before you enter into the services contract. This Agreement, the attached Service Fee Schedule Appendices, and any fee materials provided to you by your other service providers together constitute our compliance with this law.

Your signature on this Agreement constitutes your confirmation that you have reviewed our fees and have determined them to be reasonable.

M. Recommendation to Other Service Provider(s).

From time to time and upon your request, we may make recommendations to other service providers or financial institutions for the Plan. Unless we advise you otherwise in this Agreement, we receive no fees or other compensation for these recommendations. Further, these recommendations are not

endorsements of the amount of compensation paid to those other service providers or financial institutions or the quality of any services provided by them. Therefore, our recommendations are not a substitute for your judgment as the primary Plan fiduciary as to their services and fees.

IV. SERVICES WE DO NOT PERFORM

MAP does not provide the following services:

A. Investment Services.

MAP does not provide investment advice to either you or the Plan's participants. We also do not invest trust assets or determine their value. We do not monitor investment performance or the performance of investment managers or advisors.

B. Fiduciary Services.

Except to the extent specifically delegated to **MAP** under this Agreement or the Appendices, you are responsible for all discretionary decisions relating to the Plan and **MAP** and its employees are NOT fiduciaries of the Plan and Trust, nor are any of them the Administrator of the Plan as that term is defined in ERISA.

C. Participant Communications.

MAP is retained by you to perform certain administrative functions for you in relation to the Plan. We do not communicate directly with participants except when we are specifically authorized by you to do so. We are not authorized to, and will not, independently initiate communications with participants. Unless we have separately and specifically arranged with you, we are not responsible for advising participants regarding their Plan options, any rights they have under the Plan, or any issues in relation to the Plan and its operations of which they should be aware.

D. Accounting and Legal Services.

MAP is neither a law firm nor a public accounting firm. We are not responsible for, and nothing that we communicate to you should be construed as, legal advice or opinions regarding the Plan, your obligations under the Plan, or Plan participants' rights under the Plan or Employer

E. Determination of Controlled and Affiliated Service Group Status.

MAP will not be responsible for making any determination with respect to the Employer's status as a controlled group, as defined under Internal Revenue Code ("Code") Sections 414(b) and 414(c), or an affiliated service group, as defined under Code Section 414(m). We are also not responsible to determine whether any workers who you believe are not employees constitute leased employees (who may be eligible for plan benefits) under Code Section 414(n). **MAP** recommends that you discuss any common ownership or business relations you may have with other organizations with your legal counsel to ensure proper administration of your Plan.

F. Section 404(c) Compliance.

Section 404(c) of ERISA provides that, if certain requirements are met, the normal plan fiduciaries will not be responsible for investment losses occasioned by a participant's own direction of investment of his or her account. **MAP** is not responsible for ensuring that you are in compliance with all the requirements under Section 404(c).

G. Brokerage Accounts.

If the Plan offers to participants the option of self-directed brokerage accounts, **MAP** is not responsible for monitoring the access to any such accounts, the Plan assets invested in such accounts, or the risks of violating ERISA that may arise, including but not limited to:

1. Verifying that the self-directed brokerage account option has been made available in a manner that is nondiscriminatory;
2. Monitoring such accounts for, or identifying, prohibited transactions that may occur through the use of such accounts;
3. Advising you regarding additional bonding requirements that may result from investments in anything other than “qualifying assets”;
4. Identifying and preparing tax forms in relation to Unrelated Business Taxable Income that may result from certain investments in such accounts; and
5. Determining whether the fees charged to participants for maintaining these accounts are reasonable and nondiscriminatory.

To the extent that financial information on self-directed brokerage accounts is not provided to us automatically by your recordkeeper, you are responsible for sending us copies of statements outlining all transactions during the year in such accounts. These will be used by us strictly for administrative purposes and will not be reviewed for any fiduciary or compliance issues.

H. Taxable Cost of Life Insurance in Plan.

You and your advisors will be responsible for the preparation of Forms 1099-R for your participants to report the taxable term cost (*i.e.*, PS-58 cost) of any life insurance held by the Plan for their benefit. **MAP** may prepare Forms 1099-R (*i.e.*, PS-58 cost) if provided all required information to complete, additional cost apply.

V. FEES, BILLING PROCEDURES, AND COLLECTIONS

A. Fees.

Our fees are outlined in the Appendices relating to the services you have selected. We may change our fees at any time by providing you with an updated schedule at least 60 days before it is effective.

Subject to legal rules prohibiting payment of fees related to “settlor functions” and prohibited transactions, the fees charged pursuant to this Agreement may be paid by the Plan or the Employer. We reserve the right to request the payment of certain fees prior to the performance of services or to require a retainer prior to performing annual services.

The Plan is not permitted to pay for certain services that are deemed by the DOL to be for the benefit of the Employer, rather than the participants. These are called “settlor services.” Most of these services relate to the design, redesign, and amendment of the Plan. If **MAP** identifies a settlor expense, we will notate on the invoice for that service that it must be paid by you directly. However, you are ultimately responsible for ensuring that no settlor fees are paid by the Plan. If you have questions regarding whether an expense should be paid by you rather than the Plan, please let us or your legal counsel know.

B. Costs and Expenses.

In addition to the fees quoted in this Agreement and in the Appendices, you are responsible for payment of any out-of-pocket expenses we may incur on your behalf, such as messenger service fees, overnight delivery fees, IRS user fees, mailing, postage, and travel expenses.

C. Partnering With Other Service Providers and Other Compensation to Us.

MAP works cooperatively with your other Plan service providers to support you in offering retirement benefits to your employees. As part of this relationship, it is possible that MAP will receive additional compensation from one or more of the other providers, such as your Recordkeeper (“RK”), for the support services we provide to them on your behalf. Furthermore, it is possible that we will receive certain financial and other incentives from your other service providers in relation to your decision (and the decision of others of our clients) to use their services. We will disclose to you the monetary value of anything we receive in connection with our provision of services to the Plan and the relevant portion of that RK contract that applies to MAP. This possible additional compensation, if applicable, is discussed in the attached *Appendix ACS*.

D. Statements, Late Charges, Stopping of Work.

The manner in which we will bill you for our services and the timing of those invoices are reflected in the Appendices.

Statements are due upon receipt and become delinquent if not paid within 60 days. Balances not paid within 60 days of the invoice date will be subject to a charge of 1.5% of the outstanding balance each month until paid in full.

If payment is outstanding more than 90 days after the initial invoice date, we reserve the right to stop all work until your account is brought current. If payment is outstanding more than 90 days, MAP may take payment from the Plan’s assets. Your signature or acceptance of this Agreement represents your authorization for MAP to initiate this fee payment. MAP agrees that no amount in excess of that necessary to cover fees due and payable or amounts that ERISA prohibits to be paid by the Plan shall be removed from the Plan pursuant to this authorization.

If any payment is outstanding more than 90 days You agree to pay all further invoices via ACH direct debit from a Company bank account. You agree to immediately and accurately complete MAP’S ACH Banking Authorization form, if not previously completed.

Any fees that cannot be paid for by the Plan will still be considered outstanding and will be the Employer’s responsibility. If payments are still past due in excess of 120 days, we may withdraw from the engagement, at our sole discretion. Our withdrawal under such circumstances does not affect your obligation to pay our outstanding balance.

MAP is not responsible for any late tax filings or penalties, fines, taxes, or other charges that may be assessed as a result of the delay or stoppage of our services while our invoice remains unpaid.

E. Use of “ERISA Accounts” to Pay Our Fees.

It is possible that your financial institution has agreed to make certain funds available for the payment of fees to other service providers at your direction. This arrangement is commonly called an “ERISA Account.” You may direct that these funds be used to pay for our fees under this Agreement, which will reduce the amount the Employer pays directly. If we receive payment from the ERISA Account at your direction, the manner in which we are being paid – but not the amount that we receive – is different than if you pay us directly. Amounts that cannot be paid from Plan assets cannot be paid by the ERISA Account.

F. Collection Costs, Arbitration, and Governing Law.

If we are required to commence collection procedures to collect fees and we prevail, you agree to pay our attorney fees and court costs. [In the event of a dispute arising from this Agreement, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be binding and final. Any arbitration

proceeding shall take place in Outagamie County, Wisconsin. **MAP** reserves the right to submit any claim for unpaid fees and expenses to small claims court, rather than arbitration, if such venue is available for the claim.

IN AGREEING TO ARBITRATION, MAP AND THE EMPLOYER ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT, OTHER THAN ANY DISPUTE THAT INVOLVES SOLELY UNPAID FEES AND EXPENSES OF AN AMOUNT ELIGIBLE FOR ADJUDICATION IN SMALL CLAIMS COURT, THEY ARE EACH GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD EACH ACCEPTS THE USE OF ARBITRATION FOR RESOLUTION.

This Agreement is entered into, or to be performed, in Outagamie County, Wisconsin, and shall be interpreted, construed, and enforced in accordance with Wisconsin law. In the event that any dispute arises under this Agreement, or relating to our obligations to each other, you consent to jurisdiction in Outagamie County, Wisconsin, or, if applicable, the U.S. District Court that includes Outagamie County, Wisconsin.

VI. SECURITY MANAGEMENT AND CONFIDENTIAL CLIENT INFORMATION

All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to **MAP** in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by **MAP** shall be considered "Confidential Client Information." **MAP** has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in **MAP's** care or custody. **MAP** will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard **MAP's** own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information.

MAP agrees to use reasonable efforts to protect all Confidential Client Information, except as otherwise set forth in this Agreement and as needed to perform **MAP's** obligations under this Agreement. By signing this Agreement, you authorize the personnel of **MAP** to provide Confidential Client Information to the Plan's other service providers. You agree to provide **MAP** in writing with the names and contact information for the Plan's other service providers. You also agree to notify **MAP** on a timely basis of any changes in the Plan's other service providers.

In addition, we may from time to time, and depending on the circumstances, sub-contract with third-party providers to assist in the administration of the Plan. Under such circumstances, we may share Confidential Client Information with these third-party service providers. **MAP** will use reasonable efforts to ensure that each of the sub-contracting third parties have appropriate procedures in place to prevent the unauthorized release of Confidential Client Information to others.

MAP will use reasonable efforts to notify you upon the discovery of any unauthorized disclosure of Confidential Client Information and will reasonably cooperate to help regain such Confidential Client Information and prevent its further unauthorized disclosure.

Identity theft and activity by cyber criminals are becoming more prevalent and could result in the improper access to participant's funds in the Plan. **MAP** holds no funds for the Plan. **MAP** has instituted procedures intended to minimize the ability of such an improper transaction to occur as a result of its actions or omissions to act. Furthermore, **MAP** will rely upon the Plan Sponsor to authenticate any requests for distributions or loans from plan funds. Therefore, **MAP** is not liable for any plan or participant losses associated with inappropriate access to Plan or participant funds.

VII. INDEMNIFICATION

You agree as part of this Agreement to indemnify and hold harmless **MAP** from and against any

and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Employer, the Plan Administrator, or any third party. Naturally, this indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by **MAP** in the performance of our responsibilities under this Agreement.

You also agree to pay our normal hourly rates and copying costs if **MAP** is called to testify or give documentation in regard to any lawsuit or governmental investigation or process in relation to the Plan in which you and we are not adverse litigants, whether or not we are named as a party, and whether or not we are still engaged to perform services for you.

The provisions of this Section VII shall survive the termination of this Agreement. Nothing in this Section VII shall relieve **MAP** from responsibility or liability for breach of any fiduciary obligation or duty delegated to **MAP** in this Agreement, except as permitted under ERISA Section 410.

VIII. LIABILITY LIMITATION

You agree as part of this Agreement that **MAP** shall have no liability to you (or anyone claiming through you or in your name) in connection with any service provided by **MAP** except to the extent that **MAP** has engaged in willful misconduct or been grossly negligent. However, our liability and cost shall be limited to the amount of fees that you have paid us for the plan year in which the error occurred.

Notwithstanding anything else in this Agreement or otherwise, **MAP** shall not be liable or obligated with respect to the cost of procurement of substitute services, technology, or rights or for the interruption of use or loss or corruption of data. **MAP** maintains cyber-security insurance to help protect both **MAP** and Employer in the event of unauthorized disclosure despite our best efforts. However, **MAP's** liability and cost to you (or anyone claiming through you or in your name) in connection with the breach of cyber-security shall be limited to the amount payable by such insurance in relation to your claim.

MAP shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever in any way due to, resulting from, or arising in connection with any of the services or the performance of or failure to perform obligations under this Agreement. This disclaimer applies without limitation to claims arising from the provision of the services or any failure or delay in connection therewith; to claims for lost profits; regardless of the form of action; and regardless of whether such damages are foreseeable or whether **MAP** has been advised of the possibility of such damages. The provisions of this section shall survive the termination of this Agreement.

We are not responsible for any claims, losses, damages, liabilities, costs, and other expenses of any kind due to factors that are out of our control, including technology issues, acts of God, pandemic, or any other force majeure, and including, but not limited to, a loss or corruption of data due to weather.

Notwithstanding the foregoing, nothing in this Agreement shall relieve **MAP** from responsibility or liability for breach of any fiduciary obligation or duty delegated to **MAP**, except as permitted under ERISA Section 410.

IX. STATUTE OF LIMITATIONS

No lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after two years from the date on which the **MAP** engaged in the conduct (or omitted to engage in the conduct) that caused the purported damage to the Employer or the Plan, regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due under this Agreement. Notwithstanding the foregoing, the statute of

limitations in relation to lawsuits or other actions for breaches of fiduciary duties shall be determined in accordance with ERISA.

X. CONFLICTS OF INTEREST

As practitioners in the benefits arena, we have relationships with other service providers that may – now or in the future—also provide services to you. We use Stax AI to scan and sort brokerage statements for applicable plans. Additionally, you may have received a report from Rapid Quote demonstrating pricing and services prior to entering this Agreement. Please be advised that there is some common ownership of these entities with **MAP**, but we do not believe that there is any current conflict of interest with these relationships and this Agreement. Nonetheless, we felt it was important that you be aware of this potential conflict.

Your signature or acceptance of this Agreement constitutes your confirmation that you have reviewed this disclosure of the potential Conflict of Interest and accept the terms.

XI. SEVERABILITY AND ENTIRE AGREEMENT

If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions of this Agreement shall not be impaired or affected in any way. This Agreement represents the entire agreement between you and us, and replaces any prior agreement, whether written or oral, between us.

XII. NO ASSIGNMENT

Except as otherwise provided for in this Agreement, you may not assign this Agreement in whole or in part, without our prior written consent.

XIII. NO WAIVER

If either you or **MAP** fails to exercise any right, power, or privilege that we may have under this Agreement, neither of us is waiving the ability to exercise that right, power, or privilege in either that or any subsequent situation.

XIV. MODIFYING THIS AGREEMENT

We may modify this Agreement at any time with 60-days advance notice to you.

XV. TERMINATING THIS ENGAGEMENT

This Agreement, or any service category outlined in any Appendix to this Agreement, shall continue until it is terminated by either party pursuant to this Section XV. Either you or **MAP** may terminate this Agreement or any of the service categories outlined in any Appendix to this Agreement:

1. Upon the expiration of 90 days of advanced written notice;
2. Immediately in the event of a material breach of this Agreement by either party that is not cured within 30 days of written notice by the nonbreaching party to the breaching party of such breach and the nonbreaching party's intent to terminate this Agreement in absence of such cure or the initiation of the arbitration procedure under Section V.F of this Agreement;
3. Anytime with the express and mutual agreement of both **MAP** and you;
4. Immediately upon written notice in the event that the other party becomes insolvent, makes

a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign; and

5. Upon completion of the Plan's termination and the filing of the final Form 5500.

When we become aware that the Agreement is to be terminated, we will advise you of any outstanding and expected additional fees in relation to the termination. Those fees will be payable to **MAP** notwithstanding the termination of this Agreement. Amounts paid to us prior to the termination of this Agreement are nonrefundable.

MAP will, upon written instruction by you and receipt of payment for the costs of doing so, return to you, destroy, or transfer to a successor service provider designated by you, at your expense, all reasonable and relevant information and records that **MAP** maintains as a result of this Agreement. However, no records will be provided while there are fees outstanding. Notwithstanding the foregoing, **MAP** may retain any records it deems necessary to enable it to defend itself from any claims of breach of contract, malpractice, or negligence or any other claims of damage by the Employer, the Plan, or any participant or beneficiary.

If we are your document provider, our duties and obligation to maintain the compliance of your document with the law and/or Plan operations immediately ceases when this Agreement terminates.

Absent any written direction from you, **MAP** will retain your records for 3 years following termination of this Agreement. After such time, the records may be destroyed without further notice to you.

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XVI. ACCEPTANCE

The items and conditions of this Agreement are agreed to and accepted by the Plan Administrator on behalf of the Plan. In my capacity as Plan Administrator, I hereby retain **MAP** to perform the following level of service (the "Service Models") A Signature of the Plan Administrator or any payment for service to **MAP** by the Employer is Acceptance of this Agreement:

- Solo 401(k) (Service Model 1.1)
- Pathfinder (Service Model 1.2)
- Guidance (Service Model 1.3)
- Navigator (Service Model 1.4)
- Turbo Charge - Cash Balance/Defined Benefit (Service Model 1.5)
- Auto Pilot (Service Model 1.6)
- Chauffeur (if this Service Model 1.7 is selected, you must also sign the Acceptance and Delegation of DPA Services page below)
- P.A.M. Chauffeur (if this Service Model 1.8 is selected, you must also sign the Acceptance and Delegation of DPA Services page below)

Other Services

270° Payroll Remittal Service Solution – Select One

- 270° Watchguard 270° Oversight 270° Guardian

Plan Document Maintenance Program

The items and conditions of this Agreement are agreed to and accepted: If fees are not paid by the Plan Trustee, the Employer will be responsible to make payment:

Plan Name: _____

Signature Date

Employer Name: _____

By: _____

Title: _____

Signature Date

MAP Retirement USA, LLC

By: Chad Carroll

Title: President

Chad Carroll 1/2/2025

Signature Date

ACCEPTANCE AND DELEGATION OF DPA SERVICES

The items and conditions of this Agreement (including the Appendices) are agreed to and accepted by the Plan Administrator on behalf of the Plan.

In my capacity as Plan Administrator, I hereby delegate to **MAP** the responsibilities and authority as Plan Administrator under ERISA Section 3(16) that are specified in *Service Model 1.7* or *Service Model 1.8*. I hereby retain the responsibilities under ERISA Section 3(16) that are not so delegated.

If fees are not paid by the Plan Trustee, the Employer will be responsible to make payment. To the extent that the Plan or Trust provisions require that the Employer, as Plan Sponsor, initiate or approve of the appointment of **MAP** as Plan Administrator for the responsibilities and authority specified in this Agreement and its Appendices, I hereby do so on behalf of the Employer.

MAP hereby accepts the items and conditions of this Agreement (including Appendices), and accepts the appointment as Plan Administrator in relation to the responsibilities outlined in *Service Model 1.7* or *Service Model 1.8*.

Plan Name: _____

Signature

Date

If fees are not paid by the Plan Trustee, the Employer will be responsible to make payment. To the extent that the Plan or Trust provisions require that the Employer, as Plan Sponsor, initiate or approve of the appointment of **MAP** as Plan Administrator for the responsibilities and authority specified in this Agreement and its Appendices, I hereby do so on behalf of the Employer.

Employer Name: _____

By: _____

Title: _____

Signature

Date

MAP hereby accepts the items and conditions of this Agreement (including Appendices), and accepts the appointment as Plan Administrator in relation to the responsibilities outlined in *Service Model 1.7* or *Service Model 1.8*.

MAP Retirement USA, LLC

By: _____

Chad Carroll

Title: _____

President

Chad Carroll

Signature

1/2/2025

Date

APPENDIX AS:

ADMINISTRATIVE SERVICES

This Appendix outlines the ministerial administrative services performed by **MAP**. The administrative services outlined in this *Appendix AS* apply to all of the Service Models offered by **MAP** except Solo 401k Plans where noted. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the Fee Schedule.

MAP performs the administrative services outlined in this *Appendix AS* for all of our clients, in conjunction with the Service Model you select under Section XVI of this Agreement. All of the Service Models are defined in more detail in the Appendices that follow *Appendix AS*. Additional costs may apply for services, please refer to Fee Schedule for details.

A. New Plan Design or Redesign.

MAP will work with you and your other advisors to develop the specifics of a retirement program to meet your objectives.

B. Plan Takeover Review and Conversion.

If you are a new client to **MAP**, we will be coordinating with you, your prior administrator, and, if necessary, your accountant or attorney, regarding your existing Plan. This will involve obtaining current and historic plan documentation and prior administrative records, reviewing the information we receive, and inputting your records into our administrative system.

Our sole purpose in reviewing the information for prior years is to collect the data that impacts the work we will be performing for you. We will accept this information as correct and complete, and will not audit those records for accuracy, compliance with government requirements, or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records.

You may retain us to review prior year administration to determine whether your plan appears to be in compliance with its terms, the Code, and ERISA. If so, we will report to you about any issues we think must be addressed for those prior years, and will make recommendations for necessary action. Although we make every effort to identify any issue we think must be addressed, we cannot guarantee that all issues will be identified, and we will not be responsible for any issues not identified or for the ramifications of your decision not to follow any of our recommendations for remediation. Our hourly rates will apply to this review.

C. Preparation and Maintenance of Plan and Trust Documents.

MAP maintains an IRS pre-approved plan document for use by its clients. Upon confirmation by you that the plan design we recommend is acceptable to you, we will prepare a plan and trust document for your review and signature, as well as sample language to provide to your attorney to help in the preparation of a resolution approving the adoption of the Plan. We will also obtain, if necessary and for an additional charge, an Employer Identification Number (EIN) for the plan's trust. You hereby authorize **MAP** to apply for this EIN, receive the EIN from the IRS and answer questions about the EIN and the application. In addition to the plan and trust document, **MAP** will prepare a Summary Plan Description ("SPD") for distribution to your employees. This booklet will describe the provisions of the Plan.

Plans must be restated in their entirety approximately every six (6) years under current IRS procedures to bring the plans up to date with all legislation and regulations that become applicable in the interim period. As long as you are our client, we will advise you of when such update is needed for your Plan. *If another document provider, such as your attorney, has prepared your Plan document, we will expect that the other provider will keep the Plan in compliance with legal changes and will take no action in this regard.*

You may want to amend your Plan periodically for changes in your objectives. **MAP** will prepare these amendments at your direction and for your signature.

Please note again that **MAP** is not a law firm and we recommend that you review all documents we prepare with your legal counsel.

You are responsible to adopt any plan documents, amendments, or restatements, and must retain a signed and dated copy of every such item.

D. Plan Termination.

Upon your request, **MAP** will prepare the documents needed to terminate the Plan. This generally includes an amendment to the Plan, an action by the Employer to adopt this amendment, and any required notice to the employees or Plan participants.

For plans with pooled investments including defined contribution, cash balance/defined benefit plans, we will calculate the benefits payable to the participants as a result of the termination of the Plan and will prepare distribution forms to be given to the participants and / or beneficiaries regarding these benefits.

Once we are informed that all benefits have been paid from the Plan, we will prepare a final Annual Return/Report (*i.e.*, Form 5500) for your signature.

E. Annual Administration Services.

We will request information from you annually during the first month after your Plan year ends. This information will include employee census data, trust accounting for the year, and updated information about your company.

Upon receipt of complete information from you, **MAP** will perform the services outlined herein.

If we do not receive the requested information by the deadline stated in the request, we may automatically file a 2½-month extension of time to file the Annual Return/Report forms (*i.e.*, the Forms 5500 and attachments). These forms are normally due seven months after the Plan year end. You will be charged for this extension.

We cannot be responsible for any late filings, penalties, fines, or taxes that result from your failure to provide us with complete information on a timely basis, as specified above.

F. Preparing and Filing Government Reports.

You will be responsible for filing the government reports that we prepare with the appropriate agency. We will either provide the electronic forms for you to provide the Plan Sponsor's electronic signature, thereby enabling the electronic filing to be completed, or you further authorize us submit your return on your behalf. **The Client authorizes MAP, a designated representative of MAP, a named Ministerial Plan Administrator for the sole purpose of signing the 5500 reports in the event that Client deems MAP to sign the annual 5500 report, or the Client is unable to sign the 5500 report.** However, if we submit your return for you electronically, the manual signature on the Form 5500 will be posted on the internet for public disclosure.

If your Plan covers only owners and their spouses and meets the requirements to file an Annual

Return of a One-Participant Plan, your annual Form 5500-EZ must be filed electronically with the DOL. We will either provide the electronic forms to you for your electronic signature, thereby enabling the electronic filing to be completed, or you will be responsible for signing, dating, and filing the form that we prepare for the IRS. We will provide you with instructions on how to accomplish this filing when we provide you with the form. If the total value of assets of the Plan and any other Plan your Employer and/or related company sponsors is less than \$250,000, you are not required to file a Form 5500-EZ. However, you will be responsible for informing **MAP** when the value of the assets in the Plan and any other Plan your Employer and/or related company sponsors exceeds \$250,000.

If applicable, and upon your request, we can also assist you in filing the Form 8955-SSA package with the IRS. We can file the Form 8955-SSA for you through the IRS' Filing Information Returns Electronically ("FIRE") system.

If the Plan has 100 or more participants with account balances at the beginning of the Plan year (or is otherwise subject to ERISA's requirement to have audited financial statements), you are responsible for retaining a certified public accountant to audit the Plan on a timely basis for filing with the Annual Report. In addition, if more than 5% of the plan assets are not qualifying assets as defined in DOL Regulations, the Plan must be audited or obtain an additional fiduciary bond in an amount equal to 100% of the Plan's non-qualified assets. You are responsible for locating and retaining the auditor and/or obtaining the bond. You are required to attach a Schedule C to the Form 5500, which outlines all fees paid by the Plan to service providers. We will automatically include our information on the Schedule but you may need to provide the information for your other service providers.

G. Communication, Correspondence, Systems and Storage.

MAP provides the following services to you for the "Base Annual Administration" fee and "Annual Per Participant Charge" shown on the *Fee Schedule*.

- ✓ Daily interactions including:
 - Client Phone Calls received and made.
 - Client Emails received and responded to.
 - Client Virtual Meetings, via Teams, Zoom, Google meet, etc.
 - Client's Financial Advisor Requests, Phone Calls, Emails, or Virtual Meetings
 - Client's Accountant Requests, Phone Calls, Emails, or Virtual Meetings
 - Client's Auditor Requests, Phone Calls, Emails, or Virtual Meetings
- ✓ Systems and Training
 - Tracking, Recording, Storage of Communication and Correspondence
 - Tracking, Recording, Storage of Client Documents, Reports and Information
 - Daily access to a dedicated Client Website Portal. Including access and support, If Applicable, for Client's Financial Advisor, Accountant, Actuary or Other Client Authorized Personnel
 - Systems infrastructure to facilitate possible services including but not limited to plan phone systems documents, compliance, filing and storage software, workflow, contact information, data security, cybersecurity, notice services and mailing services.
 - Training of staff regarding IRS and DOL regulations, compliance and administration rules and procedures.

H. Base Administrative Services.

MAP provides the following services to you for the “Base annual administration” fee and “Annual Per Participant Charge” shown on the *Fee Schedule*. We charge for other services separately, also as shown on the *Fee Schedule*. **Please note that our ability to provide these services depends on your providing the information we request on a timely basis, prior to the required deadline, in the format requested. Providing late, incomplete, incorrect information or an incorrect format will result in additional cost.**

- ✓ Perform any required regulatory testing on an annual basis, including the following tests:
 - ADP/ACP
 - 415 Annual Additions
 - 416 Top Heavy
 - 404 Maximum Employer Deduction
 - 410(b) Minimum Coverage and Participation
 - 401(a)(9) Compensation Limitation
 - 402(g) Excess Deferrals
- ✓ Prepare an annual administration and comprehensive compliance reporting package once per year after the close of each applicable Plan year, which includes the following, (not applicable to Solo 401k Plans):
 - Summary Annual Report (for profit sharing or 401(k) plans, for distribution to participants by the Employer)
 - Determination of Highly Compensated Employees
 - Reported results of all required testing
- ✓ Prepare calculations for each of the following events upon request:
 - Vesting
 - Hardship Maximum
 - Loan Maximum
 - Required Minimum Distributions (any associated notices will be sent to the Employer for distribution to participants)
 - Other Employer or Plan related calculations are available upon request, see Fee Schedule
- ✓ Prepare the following required filings, as applicable:
 - Form 5500, 5500-SF, or 5500-EZ, as applicable (including required schedules)
- ✓ Provide general regulatory oversight and notify Employer of changes in regulations that affect the status of the Plan
- ✓ Assist Employer with plan design
- ✓ Identify and notify Employer of Plan corrections, see fee schedule
- ✓ Identify and notify Employer of corrective actions relating to any testing failures, see fee schedule

- ✓ Apply the Plan's definition of a year of service for vesting purposes to the reported hours of service of each employee to determine applicable vesting.

Services for Annual Valuation Plans (grouped balance forward plans)

- ✓ If applicable, for annual valuation plans, establish and maintain an account for each Plan participant, showing his/her address (if uploaded by client), social security number, and other relevant information pertaining to the participant.
- ✓ If applicable, for annual valuation plans, reflect the current value of each participant's accounts as of the annual valuation date, as reported by the investment fiduciary, RK, or other provider. **
- ✓ If applicable, for annual valuation plans, adjust the participants' accounts as of the annual valuation date, for the contributions made by, or on behalf of the participant, any amounts forfeited by other participants, and any distributions, loans, loan repayments, income, gains, losses and expenses attributable to the Participant's account.
- ✓ If applicable, for annual valuation plans provide the Employer with an individual account statement, as of the end of each plan year quarter (if applicable, based on plan document valuation), for each participant showing the participant's allocated contributions, forfeitures, distributions, loans, loan repayments, income, gains, losses and expenses, and total and vested account balances (vested account balances will be based on the participant's vested percentage as of the end of the most recently ended Plan Year)**
- ✓ If applicable, for annual valuation plans provide lifetime income information on one participant statement per year, as required by DOL rules. **

** (not applicable to Solo 401k Plans).

I. Annual or Periodic Participant Notices.

The following notices, elections, and reports are required to be drafted for delivery to your participants. **MAP** will prepare the following notices unless your recordkeeper ("RK") does so: annual participant statements, quarterly participant statements, lifetime income information on one participant statement per year, annual safe harbor notices, annual auto-enrollment notices, distribution packages, and participant loan and hardship forms. You and your advisors are responsible for preparing any blackout notice, if necessary. To the extent that **MAP** is responsible for these items, the fee for preparation is included in the Base Fee, except for distributions, see Fee Schedule. Mailing or distribution of any type other than to You is not included in the Base Fee

We are not responsible for the accuracy or completeness of any documents provided by your RK. We will not be responsible for providing you with the annual and quarterly fee-related disclosures that must be given to Plan participants (Labor Reg. 2550.404a-5 Notice). To assist you in fulfilling your obligation to disclose participant-level fees charged by the investments available under the Plan, we may forward to You disclosure materials provided to us by the issuer of such investment. While we assume that any of the above items prepared by the RK or investment issuer are correct (and have no knowledge to the contrary), we make no representations as to the completeness or accuracy of any such materials that we pass through to you from them.

J. Additional Services.

The *Fee Schedule* reflects services not included in the Base Services that we can provide for additional fees. If you have any questions about the scope or the details of specific services shown on the *Fee Schedule*, please contact us.

K. Distribution Tax Forms and Income Tax Withholding.

Unless your RK performs these services, we will prepare the end of year tax forms required by law when a participant receives a distribution from the Plan (*i.e.*, Form 1099-R). We will also prepare the forms necessary to report any taxes withheld from the distributions (*i.e.*, Form 945 and applicable state forms). You will be responsible for obtaining the signatures on distribution forms from your participants and, if necessary their spouses.

MAP may use PenChecks, Inc. or any other organization selected by **MAP** to assist in processing distributions and the associated tax reporting. By signing this Agreement, you authorize **MAP** to act on your behalf to electronically sign the Acceptance and Certification of Contracts with PenChecks, Inc. or any other organization selected by **MAP**, in accordance with the organizations online distribution processing system. Distributions include but are not limited to: termination of employment, retirement, death, disability, an in-service withdrawal, QDRO.

L. Participant Loans from the Plan.

Unless prepared by your RK, we will provide you with sample procedures and documents to enable you to set up participant loans from the Plan. We will assist you in this process by preparing promissory notes and amortization schedules and calculating available loan amounts and loan payment amounts. You are responsible for setting up the payroll deduction process for the loan repayment.

M. Hardship Withdrawals from the Plan.

You and/or your RK are responsible for developing and adopting procedures for hardship distributions, and for approving hardship distributions requested by your participants. We will calculate the maximum hardship distribution upon the participant's request.

N. General Consulting Services.

From time to time, issues may arise that are not within the scope of our TPA Services. These issues will be resolved on a consulting basis, and generally will be charged based on our *Standard Hourly Rates*. Such general consulting services, and the related fees, will be subject of a separate communication prepared at the time these issues arise.

SERVICE MODEL 1.1:

Solo 401(k)

This Appendix reflects the Solo 401(k) Service Model offered by **MAP** for owner-only plans. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

In addition to the services that **MAP** will perform detailed in *Appendix AS*, **MAP** will perform the following additional services for a solo 401(k) plan:

- ✓ Assist Employer with plan design and funding optimization
- ✓ Work with Employer's investment advisor to answer any questions the advisor may have regarding the Plan, including but not limited to compliance, calculations, regulations, etc.
- ✓ Verify the balance of the account and need for filing requirements on an annual basis to the best of our ability based on information provide by you.
- ✓ If required, prepare Form 5500-EZ, including actuarial certification (if needed) and required schedules

Client is required to notify **MAP** when assets reach \$250,000.00 in any and all accounts associated with Solo eligible accounts administered or not by **MAP**.

SERVICE MODEL 1.2:

Pathfinder

This Appendix reflects the Pathfinder Service Model offered by **MAP**. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

In order to be eligible to elect the Pathfinder Service Model, the Employer must satisfy the following requirements:

- The Employer must have fewer than 21 employees (20 employees or less).
- The Employer must use the pre-approved retirement plan document maintained by **MAP**.
- All plan amendments must be within Pathfinder requirements and prepared by **MAP**.
- The 5500 must be filed on a cash basis.

If your Plan is eligible for this Service Model, **MAP** will perform all of the services detailed in *Appendix AS*.

Failure to follow Pathfinder outlined procedures, described above in *Service Model 1.2*, will result in the client Service Model and cost structure to default to Navigator.

SERVICE MODEL 1.3:

Guidance

This Appendix reflects the Guidance Service Model offered by **MAP**. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

In order to be eligible to elect the Guidance Service Model, the Employer must satisfy the following requirements:

- The Employer must have fewer than 50 employees (49 employees or less).
- The Employer must use the pre-approved retirement plan document maintained by **MAP**.
- All plan amendments must be within Guidance requirements and prepared by **MAP**.
- All employer safe harbor contributions must be made each payroll with deferrals.
- Only employee deferrals and employer safe harbor contributions are permissible in the Plan.
- All money must be 100% vested.
- The 5500 must be filed on a cash basis.

If your Plan is eligible for this Service Model, **MAP** will perform all of the services detailed in *Appendix AS*.

Failure to follow Guidance outlined procedures, described above in *Service Model 1.3*, will result in the client Service Model and cost structure to default to Navigator.

SERVICE MODEL 1.4:

Navigator

This Appendix reflects the Navigator Service Model offered by **MAP**. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

All of the base administrative services listed on *Appendix AS* are included under this Service Model.

SERVICE MODEL 1.5:

Turbo Charge - Cash Balance/Defined Benefit Plan

This Appendix reflects the Cash Balance/Defined Benefit Plan Service Model offered by **MAP**. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on Appendix the *Fee Schedule*.

In addition to the services that **MAP** will perform detailed in *Appendix AS* applicable to a cash balance/defined benefit plan, **MAP** will perform the following additional services for a cash balance/defined benefit plan:

- ✓ 401(a)(26) testing
- ✓ Annual tests for compliance with limitation on maximum benefits under Code Section 415
- ✓ Prepare required notices; as applicable, to be distributed to Participants and/or Beneficiaries
 - ✓ Annual funding notices
 - ✓ Benefit restriction notices
 - ✓ Quarterly contribution notices
- ✓ Perform required aggregated plan testing, if both plans serviced by **MAP** or otherwise requested.
- ✓ Prepare Annual Valuation for providing the actuarial determination of annual minimum and maximum contributions under Code Sections 430 and 404
- ✓ Prepare annual participant statement(s) reporting vesting and accrued benefits
- ✓ Prepare summary of plan asset activity for Form 5500 purposes
- ✓ Prepare required Form 5500 for the Internal Revenue Service, including Actuarial Certification and required schedules
- ✓ Prepare and certify the annual actuarial appraisal of plan's funding status
- ✓ Prepare annual premium filing with the PBGC for Employer's signature and premium payment, if applicable
 - Pension Benefit Guarantee Corporation (PBGC) Annual Comprehensive Premium Filing
 - If the Plan is subject to PBGC coverage, PBGC premium filings are required to be electronically filed each year. **MAP** will prepare the PBGC premium filings (unless informed otherwise) for your signature.
 - As part of the PBGC premium filing, there may be a required PBGC premium calculated to be paid to the PBGC.
 - Payment of the PBGC premium is required by ERISA Sections 4006 and 4007, as well as the PBGC Premium Regulations.
 - It is your responsibility to pay the calculated premium amount by the due date specified (generally the 10th day of the 10th full calendar month in the Plan Year.)
- ✓ Prepare filing with the PBGC for Employer's signature of any reportable events, if applicable.
 - Calculate optional forms of benefits available to Participants, as permitted by the plan document

SERVICE MODEL 1.6:

Auto Pilot

This Appendix reflects the Auto Pilot Service Model offered by **MAP**. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

In addition to the services that **MAP** will perform detailed in *Appendix AS*, **MAP** will perform the following services under the Auto Pilot Service Model at the direction of the Plan fiduciaries:

- ✓ Collect and maintain copies of signed Plan documents, to the extent provided to MAP by the Plan Sponsor and the internal Plan Administrator
- ✓ MAP may distribute notices on behalf of the Plan Sponsor, for an additional expense, or provide information and/or notices to Plan Sponsor and the internal Plan Administrator to be communicated for distribution to the employees or Participants in regard to the Plan for the year, as applicable including: (SPD will be supplied to Sponsor for Sponsor distribution at time of employee eligibility) annual Safe-Harbor notices, summary of material modifications, ACA, EACA, QACA notices, unless provided by financial institution.
- ✓ **Participant email addresses and phone numbers must be provided by Plan Sponsor and are required to provide updates with changes**
- ✓ Advise Plan Sponsor of late deposits and excise tax obligations, related to Form 5330. MAP to provide form for Plan Sponsor's signature, and direction on payment of tax. Client to provide MAP with confirmation of payment.
- ✓ Monitor forfeiture account annually to ensure funds are used in accordance with the terms of the Plan document
- ✓ Administration of Participant loans
 - Receive requests for loans
 - Determine eligibility for loans
 - Determine whether spousal consent is required, and if so, request from participant or Plan Sponsor
 - Authorize liquidation of Participant's account to the extent necessary in preparation for loan
 - Authorize loans
 - Confirm pay off of loan
 - Determine when loan is in default and authorize taxation of Participant
- ✓ Administration of termination, retirement, hardship, or other permitted in-service withdrawals ("distributions")
 - Receive requests for distributions
 - Determine eligibility for distributions
 - Determine whether spousal consent is required, and if so, request

- Authorize liquidation of Participant's account in preparation for distribution
- Authorize distributions
- Authorize payment of required minimum distributions
- Monitor and process force-out distributions on an annual basis, as applicable
- ✓ Process Qualified Domestic Relation Orders
 - Receive proposed QDROs
 - Determine whether proposed QDRO is qualified
 - Communicate with Participant/counsel as required
 - Approve segregation of alternate payee's benefit
 - Authorize distributions to alternate payee, if applicable

In addition to the above mentioned services, the Auto Pilot Service Model also includes Payroll Contribution Services, as defined in the *Payroll Services* Appendix below.

Under the Auto Pilot Service Model, MAP is unable to administer the following services:

- Brokerage accounts of any kind
- Immediate enrollment (must be administered by client or RK systems)
- Automatic increase (must be administered by client or RK systems)

Employer required to provide current and updated email addresses for all employees.

Census Data: Must be able to send full census data (name, SSN, address, company email address, phone number, DOH, DOB, DOT, YTD hours worked, YTD compensation), including contributions (employee/employer/loan payments) every pay date.

Notice distribution costs: Client will cover the cost for printing/shipping required Participant notices. MAP will bill for cost and time.

Standard Document Provisions: Provisions other than this must be approved.

- Compensation:
 - No exclusions
- Employees to Exclude:
 - Leased
 - Non-resident aliens
 - Union employees – (unless Union Plan)

SERVICE MODEL 1.7:

Chauffeur

This Appendix reflects the Chauffeur Service Model offered by **MAP**. This Appendix reflects the services offered by and delegated to **MAP** in its fiduciary capacity as Designated Plan Administrator (“DPA”), as well as the terms that control the fiduciary engagement. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

Pursuant to authority granted to it in the Plan, the Plan Administrator is delegating to MAP Retirement USA, LLC (“**MAP**”) the responsibility and authority to perform Designated Plan Administrator services (“DPA Services”) under the Plan and Section 3(16) of ERISA as stated in this *Service Model 1.7*.

This Appendix is effective on the later of: (a) when both you and we have signed this Appendix; or (b) when your information has been fully onboarded by the Recordkeeper on to its systems.

A. DPA (Fiduciary) Services:

MAP will act as DPA and will be responsible for many of the tasks traditionally assigned to the Plan Administrator, as such term is defined in Section 3(16) of ERISA. **MAP** will perform the functions and responsibilities as indicated in the list of MAP Chauffeur Services in this Appendix below. **MAP** will act as a fiduciary to the Plan in relation **only** to the DPA Services designated hereunder.

As the primary Plan fiduciary, you will retain residual responsibility over the administration and management of the Plan under the Plan and Section 3(16) of ERISA in relation to: a) all Plan Administrator responsibilities not explicitly delegated to **MAP** under this Schedule, and b) all duties and services outlined in the Section of this Agreement entitled “WHAT YOU AGREE TO DO.” This retention by you of certain responsibilities shall apply, notwithstanding any argument, understanding, belief, or interpretation that these are responsibilities normally allocated to or associated with the Plan Administrator, and notwithstanding any Plan provision that assigns these responsibilities to the Plan Administrator.

Except as specifically outlined in this Appendix and *Appendix DPA-2*, **MAP** and its employees are NOT fiduciaries of the Plan and Trust, and neither these Appendices or any other provisions of this Agreement relieve you of any fiduciary obligations under ERISA except those explicitly outlined in these Appendices.

B. Additional Plan Takeover Review:

In addition to the onboarding processes discussed in the Agreement, if requested, we will review your Plan to assess its level of compliance with legal requirements. This will involve obtaining current Plan documentation and prior administrative and recordkeeping records and reviewing the information we receive. This review is solely for us to determine whether we are able to take on the designated 3(16) responsibilities for your Plan. If we discover compliance issues during this review, we may require that you take steps to correct these issues prior to our accepting designated 3(16) responsibilities. If you choose not to make these corrections, we will decline to perform 3(16) services for your Plan.

We will review the information for the Plan year for which we are engaged and prior years only to collect the data that impacts the work we will be performing for you, and to ensure the accurate transfer of assets and records. We will accept information provided by your prior administrator and recordkeeper as correct and complete and will not perform a complete audit of those records for accuracy, compliance with government requirements, or consistency. We will not be responsible for errors or omissions made during

the time prior to our engagement, nor for those which may result from our reliance on these prior records, even if we have accepted 3(16) Plan Administrator responsibilities.

Notwithstanding the foregoing, if any review we perform of the Plan reveals actions in prior years that we believe constitute a fiduciary breach that has not been addressed, we will notify you of this concern. See also the Section below entitled “Cofiduciary Liability” regarding our obligations in the event of a fiduciary breach under the Plan.

C. Payroll Services:

MAP will perform certain functions related to your payroll as specifically outlined in the Payroll Services appendix. Our ability to provide payroll services is dependent upon your payroll provider and RK’s capabilities. You authorize **MAP** to access your payroll provider’s website for the sole purpose of completing the services described in the Appendices.

MAP is not responsible for the accuracy or timeliness of the data provided by the Employer to its payroll vendor (and vice versa) and any resulting errors. You are responsible for providing information within the stated deadline. Under Section III.D. of this Agreement you are responsible for making sure that funds are contributed to the Plan timely.

D. Participant Information:

MAP will provide notices to Plan participants as specifically outlined in this Appendix. Based on the payroll information that you provide to your payroll service (including your listing of employees, their dates of birth, hire, and termination, and their compensations), we will identify who is due to receive disclosures and notices. If you provide us with participants’ email addresses for receipt of electronic plan communications, we will provide the notices to the participants directly. If we do not have an email address or the email is reported as invalid, we will provide you with paper notices to distribute to the affected participant(s). **Participant email addresses and phone numbers must be provided by Plan Sponsor and are required to provide updates with changes.** Participant email addresses must be provided to **MAP** in a format and manner that is acceptable to us.

E. Maintenance of Surety Bond for MAP:

ERISA requires that fiduciaries of retirement plans be covered by a fidelity bond. You are responsible for ensuring that **MAP** is added as a covered fiduciary under your Plan’s bond. If this cannot be done for any reason, **MAP** will procure such bond, and will pass on the cost of such bond to you.

The Employer and the Plan Administrator are responsible for maintaining any necessary fidelity bonds ERISA requires for them.

F. Maintenance of Fiduciary Bond:

ERISA does not require fiduciaries of retirement plans to carry a fiduciary bond. It is a best practice to carry a fiduciary bond for the plan. **MAP** requires you carry a fiduciary bond when **MAP** acts in a DPA capacity and you are responsible for ensuring that **MAP** is added as a covered fiduciary under your Plan’s bond. If this cannot be done for any reason, **MAP** will procure such bond, and will pass on the cost of such bond to you.

G. Notice to Plan Participants of DPA Services:

ERISA requires that information regarding Plan Administrators be provided to participants in the Summary Plan Description. To the extent that **MAP** is providing DPA services that affect participants, such information must be provided. Therefore, **MAP** will be listed in your SPD providing our contact information, for you to distribute to your participants.

You agree that, upon the termination of our DPA services, you will advise participants that **MAP** is no longer the Plan Administrator with regard to the services shown in the SPD and will advise them of the successor to these duties. **MAP** will have no responsibility to provide such notification to the participants.

H. Cofiduciary Liability:

As Designated Plan Administrator, **MAP** has duties under the law towards Plan participants. Those duties may apply – and we can be held liable – if another fiduciary breaches his, her, or its duties, and **MAP** knows of the breach and takes no remedial action. As a result, if **MAP** becomes aware of any breach of fiduciary duty by you, we will work to assist you to remedy that breach. If you are unable or unwilling to take remedial action, **MAP**'s fiduciary duties may require us to take other action which may include (a) correcting errors or communicating with participants; (b) pursuing claims against other fiduciaries or service providers; and/or (c) advising the Department of Labor of such breach and the potential of harm to participants. Such actions, if necessary, will not modify your obligations under this Agreement.

I. Chauffeur Services:

In addition to the services that **MAP** will perform detailed in Appendix AS, **MAP** will perform the following additional services under the MAP Chauffeur Model:

- ✓ Collect and maintain copies of signed Plan documents, to the extent provided to MAP by the Plan Sponsor and the internal Plan Administrator
- ✓ Discuss plan design changes and potential improvements with Plan Sponsor or internal Plan Administrator
- ✓ MAP may distribute notices on behalf of the Plan Sponsor, for an additional expense, or provide information and/or notices to Plan Sponsor and the internal Plan Administrator to be communicated for distribution to the employees or Participants in regard to the Plan for the year, as applicable including: (SPD will be supplied to Sponsor for Sponsor distribution at time of employee eligibility) annual Safe-Harbor notices, summary of material modifications, ACA, EACA, QACA notices, unless provided by financial institution.
- ✓ Advise Plan Sponsor of late deposits
- ✓ Determine excise tax obligations, related to Form 5330. MAP to provide form for Plan Sponsor's signature, and direction on payment of tax. Client to provide MAP with confirmation of payment.
- ✓ Monitor forfeiture account annually to ensure funds are used in accordance with the terms of the Plan document
- ✓ Sign and file 5500
- ✓ Administration of Participant loans
 - Receive requests for loans
 - Determine eligibility for loans
 - Determine whether spousal consent is required, and if so, request from participant or Plan Sponsor
 - Authorize liquidation of Participant's account to the extent necessary in preparation for loan
 - Authorize loans
 - Confirm pay off, of loan
 - Determine when loan is in default and authorize taxation of Participant
- ✓ Administration of termination, retirement, hardship, or other permitted in-service withdrawals ("distributions")
 - Receive requests for distributions
 - Determine eligibility for distributions
 - Determine whether spousal consent is required, and if so, request

- Determine whether spousal consent is required, and if so, request
- Authorize liquidation of Participant's account in preparation for distribution
- Authorize distributions
- Authorize payment of required minimum distributions
- Monitor and process force-out distributions on an annual basis, as applicable
- ✓ Process Qualified Domestic Relation Orders
 - Receive proposed QDROs
 - Determine whether proposed QDRO is qualified
 - Approve segregation of alternate payee's benefit
 - Authorize distributions to alternate payee, if applicable

Under the Chauffeur Service Model, **MAP** is **unable** to administer the following services:

- Brokerage accounts of any kind
- Immediate automatic enrollment (must be administered by client or RK systems)
- Automatic increase (must be administered by client or RK systems)

Employer required to provide current and updated email addresses for all employees.

Census Data: Must be able to send full census data (name, SSN, address, company email address, phone number, DOH, DOB, DOT, YTD hours worked, YTD compensation), including contributions (employee/employer/loan payments) every pay date.

Notice distribution costs: Client will cover the cost for printing/shipping required Participant notices. MAP will bill for cost and time.

Standard Document Provisions: Provisions other than this must be approved.

- Compensation:
 - No exclusions
- Employees to Exclude:
 - Leased
 - Non-resident aliens
 - Union employees – (unless Union Plan)

SERVICE MODEL 1.8:

Plan Administration Management

P.A.M. Chauffeur

This Appendix reflects the Plan Administration Management (P.A.M.) Chauffeur Service Model offered by **MAP**. This Appendix, in addition to the Appendix reflecting Service Model 1.7, reflects the services offered by and delegated to **MAP** in its fiduciary capacity as Designated Plan Administrator (“DPA”), as well as the terms that control the fiduciary engagement. All of the terms of the Agreement are incorporated into this Appendix.

All fees for these services are reflected on the *Fee Schedule*.

Pursuant to authority granted to it in the Plan, the Plan Administrator is delegating to MAP Retirement USA, LLC (“**MAP**”) the responsibility and authority to perform Designated Plan Administrator services (“DPA Services”) under the Plan and Section 3(16) of ERISA as stated in this *Service Model 1.8*.

This Appendix is effective on the later of: (a) when both you and we have signed this Appendix; or (b) when your information has been fully onboarded by the Recordkeeper on to its systems.

P.A.M. Chauffeur Services:

In addition to the services that **MAP** will perform detailed in *Appendix AS* and under the Chauffeur Model, MAP will assist the Plan Sponsor in facilitation of the following

- ✓ Sign and execute selected vendor agreements on behalf of the Plan Sponsor.
- ✓ Hire and terminate vendor agreements selected by the Plan Sponsor.
 - This may include but not be limited to:
 - A Recordkeeper
 - An Investment Fiduciary 3(21) or 3(38)
 - Corporate Trustee
- ✓ **MAP** is unable to execute agreements to hire and/or terminate Financial Advisor/Investment Consultant agreements selected by the Plan Sponsor.
- ✓ Provide the Plan Sponsor with a summary fiduciary report including their selected vendors and during the prior term.

The Plan Sponsor / Employer retains all responsibility for vendor selection and review regarding suitability and prudence for their plan, company, employees and beneficiaries. **MAP** is not able to determine the suitability of any vendor for a plan sponsor’s specific plan or company need.

The Edward Jones American Funds PREP Plan Solutions under Model 1.8 includes 270° Watchguard. Any other 270° payroll services are at additional expense listed in the Fee Appendix. Clients utilizing the Edward Jones American Funds PREP Plan Solution are required to integrate their payroll with American Funds to transmit complete payroll data each pay period. Sending a copy to MAP each pay period is required. Failure to integrate may result in additional cost from MAP to further supervise or process payroll contributions. Failure to integrate the exchange of payroll data in an automated fashion with American Funds absolves MAP of any responsibility and liability regarding payroll contributions.

PAYROLL REMITTAL SERVICES APPENDIX - 270° SOLUTIONS

This Appendix reflects the payroll services offered by **MAP** under **270° Payroll Solutions**.

Service Models 1.2, 1.3, and 1.4 may select any of the three service models at the additional cost outlined in the Fee Schedule.

*Service Models 1.6, 1.7, and 1.8 include 270° Watchguard or 270° Oversight **with** 26 transmittals per year, up to 100 employees. Additional cost apply for 270° Guardian or more than 26 transmittals per year or more than 100 employees. These services are ministerial in nature; none of these services are provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix.*

Service Model 1.1 and 1.5 not available.

All fees for these services are reflected on the Fee Schedule.

270° Payroll Solution – Watchguard

If your RK is integrated with your payroll, otherwise known as a “bridge” “180” or “360” connection, we will perform the following payroll services:

- ✓ Review financial reports for timely remittance of salary deferrals and loan repayments to the Plan.

270° Payroll Solution – Oversight

In addition to Watchguard:

- ✓ Run/Create a contribution allocation report
- ✓ Upload the contributions to the recordkeeper’s website
- ✓ Send an email notification when the allocation is ready for review and final submission
- ✓ (We will not finalize the ACH)
- ✓ Confirm funding occurred and follow up after 3 days if the contributions have not been finalized
- ✓ If not funded within 5 days MAP will call client to ensure funding occurs
- ✓ Eligibility tracking
- ✓ Review deferral percentages (for reasonableness/accuracy to the best of our knowledge and access)
 - We are not responsible for review of RK participant elections to confirm that salary deferrals and loan repayments are properly reflected on pay date payroll reports.
- ✓ Review employer contributions and review loan repayments
 - We are not responsible for reviewing the accuracy of payroll uploads in relation to deferral elections provided by participants to the RK through the website or toll-free number.
- ✓ Provide Payroll Highlights for each payroll that includes:
 - Action items
 - Exception report
 - A list of newly eligible employees.

270° Payroll Solution – Guardian

In addition to Oversight:

- ✓ We will finalize the ACH, if possible.
- ✓ Review recordkeeper for deferral election changes and/or collect forms from plan sponsor.
- ✓ Maintain deferral election documentation in our system
- ✓ Any participant address changes noted by recordkeeper will be provided to the plan sponsor to review and update payroll system
- ✓ Update payroll system with the participant contribution changes prior to payroll.
- ✓ Update payroll system with automatic enrollment and automatic escalation updates, even if not noted by recordkeeper since we track this data
- ✓ Provide a summary of the deferral changes we made in the payroll system
- ✓ Add new loan payments to payroll system when a loan is taken
- ✓ If an employee goes on leave, we will update the recordkeeper. Upon return, we will let the recordkeeper know and get the loan re-amortized, if needed.
- ✓ Stop loan deductions in payroll when the loan is paid off or is deemed defaulted
- ✓ Download full payroll report, copies of the W2s and W3 to confirm they agree to accumulated per payroll census (when available)

You may be responsible for initiating ACH upon our notification that the contribution file has been submitted if ACH authorization by MAP is not possible. You are responsible for providing the balance required in the account to cover any ACH amount.

Immediate enrollment (must be administered by client or RK systems) and cannot be administered through 270° Payroll Solutions. 60 days' notice of employment is required to administer enrollment and deferral election

FEE SCHEDULE

The Plan fees outlined below are meant to cover the wide range of fiduciary and nonfiduciary administration services **MAP** can provide for your retirement plan. All fees reflect the annual cost, unless otherwise noted.

A. Timing of Billing:

Set up, Annual and Semiannual Services; Set up Costs for documents, installation, systems and other Client, Plan set up are billed at time of service. Semiannual base administration and participant charges are billed in advance for work to be performed for the forthcoming six months of service provided.

One-time or additional services: You will be billed in a separate billing upon the completion of these services, in a final bill, a consolidated semiannual bill or at MAP's discretion. All other charges are billed at time of Service or in a final bill.

MAP services provided are billed as follows: Invoice for installation, set up, annual base administration and participant charges after receipt of a signed engagement agreement and set up in **MAP** workflow systems in the following manner:

- ✓ 100% of installation, document and set up costs will be invoiced at time of Engagement for services performed. The first invoice will also include the base administration and participant charge as outlined below.
- ✓ Engagement letter signed between January 1 and May 31; 50% of annual base administration and participant charges will be invoiced for services from the first day of the plan year to the last day of the sixth month of the plan year.
- ✓ Engagement letter signed between June 1 and December 31; 100% of annual base administration and participant charges will be invoiced for services from the first day of the plan year to the last day of the sixth month of the plan year, and the first day of the seventh month to the last day of the plan year for service performed in each six-month service segment. **First year services require accounting for the entire plan year of data and the prior year's census, compliance and administration data, and any other required documents of information requested by MAP, requiring a full year of service cost irrespective of date of Engagement.**
- ✓ Subsequent years will be billed semiannually, one-half of the annual base administration and participant charges will be billed each on or around the first day of the first month and the first day of the seventh month of the plan year for service performed in each six-month service segment. Any additional services performed beyond base administration and participant charges services will be billed at time of service or in a final wrap bill upon completed work.
- ✓ If **MAP** is doing work for any prior years to the current year 100% set up costs and all prior year costs will be invoiced in addition to the current year as outlined above.

BI-ANNUAL INCREASE. The annual base administration cost and per participant cost may increase by up to 10% every other year in the first billing cycle of each plan year.

B. Set-Up and Standard Annual Administration Fees:

MAP will provide the services listed on *Appendix AS* for the standard annual administration fees, as listed below:

Type of Service <i>Chart 1 of 2</i>	Solo 401(k) Service Model 1.1	Pathfinder Service Model 1.2	Guidance Service Model 1.3	Navigator Service Model 1.4
One-time set—up and service conversion charge – billed at time of work.	\$1,000	\$850 plus \$25 per eligible participant and terminated participants with a benefit/account balance	\$1,500	\$1,500 plus \$25 per eligible participant and terminated participants with a benefit/account balance
Initial plan document charge	\$1,000	\$2,000	\$2,000	\$2,000
Base annual administration	<ul style="list-style-type: none"> • \$800 (Base is \$550 plus one brokerage account at \$250)	<ul style="list-style-type: none"> • \$1,050 • 12 basis points minimum on assets (< 21 eligible participants) Additional \$350 annually for non-safe harbor plans	<ul style="list-style-type: none"> • \$1,500 • 5 basis points minimum on assets (< 50 eligible participants) 	<ul style="list-style-type: none"> • \$2,000 (< 50 eligible participants) • \$2,500 (50-99 eligible) • \$3,000 (100-199 eligible) • \$4,000 (200-299 eligible) • Custom quoted (300+ eligible)
Annual Per Participant Charge	\$250 (per individual brokerage account)	\$25 (participants with account balances)		\$35 (participants with account balances)
<p>MAP reserves the right to reprice plans charged based on number of account balances to the number of eligible employees plus terminated with balance. Testing and compliance work is based on all eligible employees. Plans with less than an 80% participation rate are subject to review. Plans with less than 60% participation will automatically be changed to eligible.</p>				
Annual Plan Document Maintenance (PDM) Cost & 5500 signing	N/A – amendment and restatement charges apply	\$600 total, \$400 PDM or individual service charges apply, \$200 5500 signing	\$600 total, \$400 PDM or individual service charges apply, \$200 5500 signing	\$600 total, \$400 PDM or individual service charges apply, \$200 5500 signing

Type of Service <i>Chart 2 of 2</i>	Turbo Charge Cash Balance or Defined Benefit Service Model 1.5	Auto Pilot Service Model 1.6	Chauffeur 3(16) Service Model 1.7	(Plan Administration Management) P.A.M. Chauffeur Service Model 1.8
One-time setup and service conversion charge – billed at time of work.	\$1,500 plus \$25 per eligible participant and terminated participants with a benefit/account balance	\$2,000 plus \$50 per eligible participant and terminated participants with a benefit/account balance	\$2,500 plus \$100 per eligible participant and terminated participants with a benefit/account balance	\$3,000 plus \$100 per eligible participant and terminated participants with a benefit/account balance
Initial plan document charge	\$3,500 (solo plan) \$5,000 all others	\$2,000	\$2,000	\$2,000
<ul style="list-style-type: none"> • Base annual administration Costs are in addition to base cost of MAP Navigator Service Model	<ul style="list-style-type: none"> • \$3,500 (< 50 eligible participants) • \$5,000 (50-99 eligible) • \$6,000 (100-199 eligible) • \$8,000 (200-299 eligible) • Custom quoted (300+ eligible) 	<ul style="list-style-type: none"> • 5 to 20 basis points on assets in the plan Plus – billed costs: <ul style="list-style-type: none"> • \$2,500 (< 50 eligible participants) • \$3,500 (50-99 eligible) • \$4,500 (100-199 eligible) • \$6,000 (200-299 eligible) • Custom quoted (300+ eligible) 	<ul style="list-style-type: none"> • 10 to 30 basis points on assets in the plan Plus – billed costs: <ul style="list-style-type: none"> • \$4,000 (< 50 eligible participants) • \$5,000 (50-99 eligible) • \$7,000 (100-199 eligible) • \$10,000 (200-299 eligible) • Custom quoted (300+ eligible) 	<ul style="list-style-type: none"> • 15 to 40 basis points on assets in the plan Plus – billed costs: <ul style="list-style-type: none"> • \$6,000 (< 50 eligible participants) • \$7,000 (50-99 eligible) • \$10,000 (100-199 eligible) • \$13,000 (200-299 eligible) • Custom quoted (300+ eligible)
Annual Per Participant Charge	\$100 (participants eligible for plan plus terminated with balance)	\$35 (participants with account balances)	\$55 per participant for defined contribution plan; \$200 per participant for defined benefit or cash balance plan (participants eligible for plan plus terminated with balance)	\$75 per participant for defined contribution plan; \$200 per participant for defined benefit or cash balance plan (participants eligible for plan plus terminated with balance)
MAP reserves the right to reprice plans charged based on number of account balances to the number of eligible employees plus terminated with balance. Testing and compliance work is based on all eligible employees. Plans with less than an 80% participation rate are subject to review. Plans with less than 60% participation will automatically be changed to eligible.				
Annual Plan Document Maintenance (PDM) Cost & 5500 Signing	\$800 or amendment and restatement charges apply	\$600 total, \$400 PDM or individual service charges apply, \$200 5500 signing	\$600 total, \$400 PDM or individual service charges apply, \$200 5500 signing	\$600 total, \$400 PDM or individual service charges apply, \$200 5500 signing

All other charges that may apply are billed at the time of service performed or in a final bill after work is completed.

C. Associated Costs Not Included in Base Fees	
414(s) Excluded Compensation Test	\$200 each
Application for Tax ID Number	\$250
Additional testing beyond annual	<i>Standard Hourly Rates</i>
Minimum Charge	\$500
Aggregated plan testing, one or more plans not with MAP	<i>Standard Hourly Rates</i>
Minimum Charge	\$1,500
Nondiscriminatory Benefits/Rights/Features	<i>Standard Hourly Rates</i>
Minimum Charge	\$500
Employer Contribution Calculations	
Cross Tested or Integrated Profit-Sharing Calculation	\$500
(Includes first calculation and two revisions)	
Each additional calculation or revision	\$200
Pro-rata Profit Sharing Calculation	\$350
Any Other Calculation	\$250 each
IRS Forms:	
945	\$150 each
1099	<i>Standard Hourly Rates</i>
Minimum Charge	\$75
1096	\$150 each
5500 Signing and filing by MAP	\$200 per
5500 Amended	\$250 per
5500 Final	\$400
5558	\$300 each
5330 calculation	\$250 per calculation.
8955-SSA	\$300 each
Non-Safe Harbor Plan under Pathfinder Service Model 1.3	\$350 annual
Self-Employment Earned Income (SE) Calculations	<i>Standard Hourly Rates</i>
Minimum Charge	\$200
Partnership Calculation (K-1)	
Schedule A Insurance Policy Reporting	<i>Standard Hourly Rates</i>
Minimum Charge	\$200
Use of Plan Document other than MAP's	\$500 annual
D. Audited Plan & Assistance/Representation:	
Audited Plan	\$1,000 annual
Includes Large Plan Form 5500	

Assistance with government exam/audit:	<i>Standard Hourly Rates</i>
Minimum Charge	\$1,500
Data Reconciliation:	<i>Standard Hourly Rates</i>
Any Data Reconciliation Services Minimum Charge	\$250
Census, Payroll, reformat, changes or corrections	
Recordkeeper or Investment Provider discrepancies	
Any Data Not Received in Editable Excel / CSV Format	<i>Standard Hourly Rates</i>
Minimum Charge	\$400
Includes any Manual Data Entry by MAP	
Deconversion upon termination of Agreement	<i>Standard Hourly Rates</i>
Minimum Charge	\$200
Data Deconversion	<i>Standard Hourly Rates</i>
Interaction directly with new provider on behalf of Client.	
Minimum Charge	\$1,000

E. Defined Benefit Plan Related Fees

Consulting or other Annual Valuation Review	<i>Standard Hourly Rates</i>
DB Participant Loan Review	\$300
DB Participant Distribution Review or Calculation	\$300
Estimated Contribution Projections	<i>Standard Hourly Rates</i>
FASB calculations	Quoted Separately
Required aggregated testing for Defined Contribution Plan (if DC Plan is not serviced by MAP)	<i>Standard Hourly Rates</i>
Minimum Charge	\$300
Participant 101(j) Notice	\$300
PBGC Comprehensive Premium Filing Preparation (if required)	\$500
PBGC Plan Termination	
Forms EA-S, REP-S, 500, 501, NOPB	\$2,000
NOIT, NOPB distributed by MAP (postage additional)	\$50 per
Self-Employment Earned Income (SE) Calculations	<i>Standard Hourly Rates</i>
Minimum Charge	\$300
Submission for IRS Determination Letter	<i>Standard Hourly Rates</i>
Minimum Charge	\$1,000

F. Distribution and Loan-Related Fees:

90-day withdrawals from EACAs (per payment)	\$100
Distribution processing ¹	
Withdrawals, In-service, Hardships, etc.	\$100
Required Minimum Distribution	\$150

	Participant loan fees (per loan):	
	a) Loan origination	\$200
	b) Annual loan maintenance	\$50
	c) Annual loan maintenance (brokerage account)	\$150
	c) Annual loan reconciliation (if applicable)	\$150
G.	Qualified Domestic Relation Order	\$250 per hour
	Minimum Charge (includes 3 hours of work)	\$500
	Review to determine if a QDRO, assist process distribution	
H.	In Plan Roth Conversion:	
	Per conversion	\$400
I.	Late Processing Surcharge:	\$500
	Any information, incomplete, incorrect received after deadline established by MAP	
J.	Long-term Part-time determination and tracking:	<i>Standard Hourly Rates</i>
	Minimum Charge	\$150
K.	Mergers and Acquisitions	\$300 per hour
	Minimum Charge	\$1,500
L.	Multiple Employer Plans	Custom Quoted
	Each additional adopting employer	\$750 min
M.	Notices, Mailing, Copy, Print, Statements	
	Billed at cost of materials, printing, postage plus time.	\$150 per hour
	First mailing billed in hourly increment, thereafter, billed in 20 min increments	
	Annual Safe Harbor Notice (if needed)	\$100
	Annual Participant Fee Disclosure	\$300
	Participant Statements (Pooled Plans)	\$50 each

Note: We are not responsible for the accuracy or completeness of any documents provided by your RK. If we prepare the Participant Fee Disclosure (Labor Reg. 2550.404a-5 Notice), we will use financial information provided by your RK or the investment issuer. While we assume that any of the above items prepared by the RK or investment issuer are correct (and have no knowledge to the contrary), we make no representations as to the completeness or accuracy of any such materials that we pass through to you from them.

N.	Payment Processing	\$50 per
	Processing any type of manual non-electronic payment; check, money order, etc.	

O. Payroll Services

270° Payroll Solution – Watchguard \$25 per transmittal
 Plus \$0.50 for each employee over 100 per payroll transmittal

270° Payroll Solution – Oversight \$50 per transmittal
 Plus \$0.50 for each employee over 100 per payroll transmittal

Included in Auto Pilot 1.6 and Chauffeur service models, 1.7 & 1.8

26 payroll transmittals with 100 or fewer employees included each calendar year. Each transmittal over 26 transmittals, and/or over 100 employees will incur additional costs outlined.

270° Payroll Solution – Guardian \$100 per transmittal
 Plus \$0.50 for each employee over 100 per payroll transmittal

270° Guardian utilized in service models Auto Pilot 1.6 and Chauffeur service models, 1.7 & 1.8 will be charged the difference in cost between 270° Oversight and Guardian or \$50 additional per transmittal.

Payroll submission done more frequently than biweekly will incur the additional charge.

P. Plan Amendments and Restatements

Plan Document Maintenance Program (PDM) \$600
 Includes: 1. IRS required restatement
 2. Two amendments annually
 3. Signing and filing 5500 under ministerial authority from Plan Sponsor

Plans not participating in Plan Document Maintenance Program will be charged costs in the grid below.

Type of Service	Solo Defined Contribution Plan	Solo Defined Benefit Plan	Group Defined Contribution Plan	Group Defined Benefit Plan
Plan Amendment	\$200	\$800	\$300	\$800
Termination Amendment	\$400	\$600	\$600	\$1,000
Solo Document Correction	\$300 each	\$500 each		
Plan Restatement	\$1,000	\$2,000	\$2,000	\$5,000

Participant Distribution upon termination \$100 per distribution
 Filing of termination with IRS for favorable determination: *Standard Hourly Rates*
 Minimum Charge \$1,500
 Does not include IRS cost for determination

Q. Recordkeeper or Custodian Change / Conversion *Standard Hourly Rates*
 Minimum \$1,200
 (applicable to current MAP clients)
 Included in a Merger or Acquisition cost, if applicable

R. Self-Directed Brokerage Account (SDB)
 Individual Account of any type held outside Group Plan Recordkeeper \$250 per SDB, per year
 Group or pooled account held in any type of account. *Standard Hourly Rates*
 3 hours of trust accounting included in base administration of pooled plan
 Some types of SDB; Brokerage Accounts, Life Insurance, Annuities, Real Estate, etc.

S. Standard Hourly/Consulting Rates:

We will provide special retirement plan consulting services (i.e., services not outlined above) and trust accounting services at our standard hourly billing rates. Our current hourly rates are:

Retirement Plan Administrator	\$150 per hour
Plan Consultant	\$250 per hour
Trust Accounting	\$250 per hour
Director or Manager	\$300 per hour
Partner	\$400 per hour

T. Termination

Early Termination (termination in first 3 years of service)	\$1,500
Termination of executed Engagement Agreement	\$1,500 plus \$25 per part

U. Voluntary Compliance:

Self-Correction Program (SCP)	\$300 per hour
Minimum \$600	
Voluntary Correction Program (VCP)	\$300 per hour

\$1,500 minimum for VCP submissions, paid in advance, covering 5 hours of work. Additional hours, including those after the IRS Compliance Statement are billed per hour.

\$1,500 Flat Fee for VCPs with historically limited back-and-forth with the IRS for non-amenders or failure to initially adopt a plan.

Certain scenarios may require MAP to retain outside legal counsel. Any outside legal counsel cost incurred by MAP will be billed to the client at the same cost to MAP.

If retaining outside counsel on a VCP is advised, MAP may select the outside counsel used unless advised by you to use your preferred counsel.

The IRS has a required separate user fee that must be paid in advance so that MAP can pay it when submitting the VCP application.

MAP cannot guarantee agreement by the IRS on a VCP application.

APPENDIX ACS:

ADDITIONAL COMPENSATION SOURCES

This Appendix reflects the formulas for any compensation paid by any source other than the Plan and the Employer. All of the terms of the Agreement are incorporated into this Appendix.

ABOUT REVENUE SHARING ALLOWANCE (IF APPLICABLE) Revenue Sharing in Year 1 is calculated on an assumed full twelve-month period or a full plan year of revenue received from the recordkeeper. **THIS IS AN ESTIMATE.** It is likely MAP will not receive the entire estimated amount and credits calculated in Year 1 based on the engagement date of work verse plan year. Credits versus billed amounts in Year 1 may vary. Recordkeeper proposals and service agreements typically outline the estimated revenue sharing formula in detail. MAP will provide a Recordkeeper Indirect Compensation (RIC) disclosure document.

Revenue sharing, if any, is determined by the Recordkeeper or third-party custodian. **MAP** will fully disclose all revenue sharing it may receive. Revenue sharing typically consists of two parts: (1) Installation Allowance (one time or first year) and (2) Efficiency Allowance (annual). Revenue sharing could, at the discretion of the Recordkeeper or third-party custodian, be reduced or discontinued at any time. **MAP** can make an estimate of the potential revenue sharing according to the current Recordkeeper formula, as well as the plan assumptions shown in prior page(s).

MAP will retain the remitted revenue sharing annually from any Recordkeeper or asset custodian and may or may not offset that amount against billed cost. That amount is expected and accounted for in all revenue expected and applied to providing systems and technologies to employees, clients, advisors, consultants, accountants, auditors or other third parties needing access, reports, service, maintenance and security of those systems. In specific cases some revenue may reduce plan related cost for service provided. Refer to your signed Proposal and Engagement Agreement. Revenue Sharing is nonrefundable. Any revenue shared received is considered payment for required systems, technologies, maintenance of, in each six-month segment of service, for the services performed during that six month period.

In the specific case some revenue may reduce plan related cost for service provided refer to your signed Proposal and Engagement Agreement for specifics on your costs. Amortized revenue sharing over time: Installation Allowance revenue received that is amortized over time to reduce billed expense will be amortized for a period of no longer than five (5) years. After a period of up to five years all revenue received is considered earned for services provided during the period of up to five years. Efficiency Allowance revenue received that is amortized over time to reduce billed expense will be amortized for a period of no longer than three (3) years. After a period of up to three years all revenue received is considered earned for services provided during the period of up to three years.

INFORMATION NEEDED UPON ENGAGEMENT:

DOCUMENTS AND INFORMATION

The Employer agrees to provide the following information to **MAP** within 10 business days of signed agreement to begin various services for your retirement plan. The Employer will be responsible for ensuring that the provided information is accurate and complete.

Required information for all existing Plans
New Plan requirements are in **Bold with a red square**

- **Fully completed and signed Engagement Agreement**
- **Employer Information, Contact Information (Welcome Letter timeline)**
- **All Employer Information and every contact type listed must be completed**
 - Prior TPA and/or Recordkeeper Contact Information
- **Full Employer Census Information.**
- **Specific Employer information required to set up and file plan documents**
 - Signed Adoption Agreement and all Amendments (most recent)
 - Summary Plan Description (most recent)
 - Valuation/Compliance Reports (ADP/ACP, Top-Heavy tests, etc.) (most recent)
 - 5500 Report (most recent)
 - All Plan Statements (most recent)
 - List of all Loans and Amortization Schedules (if applicable)
 - Loan Policy Statement (if applicable)
 - Any Other Policy Statements (if applicable)
 - Any prior Documents to the most current are helpful for past reference and storage.
- **Fidelity Bond Information**
- **Adequate time with You to review objectives, subsequent changes, and plan documents**

Upon Transfer of existing plan assets from current TPA or Recordkeeper

- Asset Transfer Report
- Final Trust Report showing 0 (zero) balance.

ⁱ Usually, your recordkeeper will prepare Forms 1099-R, the required tax form when a participant obtains a distribution. Brokerage Accounts typically do not prepare 1099-R and are usually coordinated through MAP. If it does not, please discuss these form requirements with your accountant or other tax advisor.