



AGENT AGREEMENT

This Servicing Agent Agreement (this "Agreement") is made and entered into as of _____, by and between Specialized Plan Administrators, LLC (including its successors, the "Company"), and _____ (the "Agent").

WHEREAS, the Company and Agent desire to enter into an agreement providing for an annual servicing fee in return for certain services to be provided to the Company by the Agent.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Agent (the "Parties") hereby agree as follows:

1. RETENTION OF SERVICING AGENT; SCOPE OF SERVICES.

A. Subject to the terms and conditions set forth herein, the Company hereby retains the Agent to act as a servicing agent for the Company during the contract period.

B. As servicing agent for the Company, the Agent will, from time to time provide consultation and assistance with respect to the "Employers" the Company assigns to him/her, including without limitation the following:

- 1) Assistance in the gathering and completing the necessary documentation from Employers required for the proper adoption of the Plan;
- 2) Assistance in the initial communication of the Plan to the participants through employee meetings, to include enrollment meetings, and distribution of Plan information;
- 3) Assistance in providing the necessary service to the participants of said Employers, to include semi-annual or annual reviews, answering plan specific questions, and providing support to the Company when needed;

C. The Parties acknowledge that:

- 1) The fees to be paid to the Agent hereunder were established at an amount which is believed to be reasonable for the services to be performed by the Agent hereunder;
- 2) There is substantial time and effort that goes into bringing on new Employers to the Plan. In the case of a change of servicing agent within the first twelve months of an Employer adopting into the Plan, unless the change is a direct result of Termination for Cause (as defined in Paragraph 4), the fees will continue to be paid to the original Agent during the first twelve month period. After the twelve month period has elapsed the new Agent will begin receiving compensation associated with the Employer.
- 3) The services to be provided by an Agent under this agreement do not include those of an "investment advisor" (i.e., providing advice as to the value of securities or the advisability of investing in, purchasing or selling securities), or those of a "broker" or "dealer" (i.e., effecting transactions in securities for the account of the Company or other);
- 4) An Agent who holds applicable securities licenses has the ability to assist participants in selecting investment options within the Plan, however, the Agent understands that this is not a duty of the servicing agent and that nothing within this Agreement should be construed as indication that the Company is providing compensation to the Agent in return for such advice. Investment advice provided by the licensed Agent represents the responsibility of the Agent, not the Company. The Agent agrees to hold harmless the Company for any repercussions of investment advice provided by said Agent.

5) It is specifically intended by the Parties that the Agent's activities hereunder will not subject the Agent to any regulation or registration under federal or state laws.

2. AGENTS RIGHTS AND RESPONSIBILITIES

A. **Independence.** As an independent contractor, the Agent is free to exercise his /her discretion and judgment as to time, place and means of performing all acts hereunder. Nothing in this Agreement is intended to create a relationship of employer and employee between the Company and the Agent.

B. **Freedom of choice.** The Agent is free to contract with other companies.

C. **Territory.** There are no exclusive territories.

D. **Advertising and sales promotion.** The Company will furnish to the Agent, at the Company's cost, all blanks, advertising materials, circulars and other Company printed sales materials. The Company will consider the Agent's suggestions for customized solicitation materials, but no customized materials may be used without the prior written approval of the Company.

E. **Standards of business performance.** Appointment with the Company includes a commitment on the part of the Agent to the following when marketing Company products:

- 1) Use only advertising materials that have been approved by the Company.
- 2) Respond to Employer requests for service in a competent, prompt, and respectful manner.
- 3) Conduct business ethically, honestly, fairly, and professionally.

3. COMPANY RIGHTS AND RESPONSIBILITIES

A. **Reservation of authority.** The Company retains exclusive authority and does not permit the Agent to:

- 1) Make, alter or discharge any agreement to which the Company is a party.
- 2) Waive or modify any terms, rates, conditions or limitations of any agreement.
- 3) Exercise any authority on the Company's behalf.

B. **Reservation of rights.** With reasonable notice to you, the Company specifically reserves the right to:

- 1) Modify or change the conditions or terms under which any agreement may be made.
- 2) Implement and modify any rules and regulations of the Company.
- 3) Cease doing business in any state or geographically defined area.
- 4) Modify any Schedule of Commissions or Commissions Guidelines.
- 5) Make periodic revisions to this Agreement and any Addenda.

C. **Rules and regulations.** The Company has the right to make and modify rules and regulations governing the administration of this Agreement and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the Parties. Upon request, the Company will promptly provide the Agent with its rules and regulations.

D. **Company materials.** The Company will make available to the Agent various materials to assist the Agent in soliciting Employers for its products and servicing its participating Employers, including sales, product and educational materials, manuals, CDs and DVDs, forms and materials in or accessible through electronic media. All such materials and their contents are and will remain the Company's sole and exclusive property and will be used only in soliciting Employers for its products and servicing its participating Employers; no other use may be made without the Company's prior written approval. Upon termination of this Agreement, the Agent shall promptly return all Company materials, delete or cease use of electronic or electronically accessed materials and destroy any copies, extracts, notes or reproductions of the Company's materials, providing the Company with certification of such destruction at its request.

E. **Audit.** The Agent's correspondence and other records pertaining to this Agreement shall be open to inspection and audit by authorized representatives of the Company and regulators, regardless of any termination of this Agreement.

4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

A. **Records.** Both parties will keep proper records as necessary relating to the business transacted under this Agreement. Both parties reserve the right, during regular business hours, to review and make copies of these records, at the expense of the requesting party. Upon request, both parties will account for all business materials relating to the other's business.

B. **Conduct of business.** Both parties will fulfill their responsibilities as authorized and contemplated by this Agreement in accordance with applicable laws and regulations.

C. **Cooperation.** Both parties will fully cooperate with each other in any state or federal regulatory investigations or proceedings to the extent that they are related to matters pertaining to this Agreement.

D. **Service.** Both parties will provide prompt and professional service to the Employers. The Company recognizes the special relationship the Agent has with those Employers he / she has enrolled in the plan; they are the Agent's clients. The Company will not interfere with that relationship. By accepting compensation, the Agent agrees that he / she will not take any actions that suggest or encourage the adopting Employer to transfer out of the plan. Any such activity gives the Company the right to terminate this Agreement for cause.

E. **Oral representations.** Both parties confirm that there are no oral promises or representations which are not included in this Agreement.

F. **Non-waiver.** Forbearance by either party to insist upon the performance of any provisions of the Agreement at any time or under any circumstances will not constitute a waiver.

G. **Termination without cause.** Termination without cause will not impair the Agent's right to vested commissions. This Agreement may be terminated without cause, effective as of the date the Company sends the Agent a written notice of the termination, as follows:

1) By either party giving written notice mailed or delivered to the Agent at his / her last known address or to the Company at the address listed on this Agreement.

2) When you die, if you are an individual.

3) Upon dissolution, bankruptcy, insolvency or assignment for the benefit of creditors, if you are an entity.

4) Upon the death of one or more partners, if you are a partnership.

H. **Termination for cause.** This agreement may be terminated for cause, if the Agent:

1) Withholds any documents or correspondence that rightfully should have been transmitted to the Company.

2) Fails to promptly return any physical property belonging to us when requested to do so.

3) Is convicted of a felony.

4) Has a required bond refused or canceled.

5) Misrepresents any of the Company's Agreements.

6) Misrepresents or omits any material information on an Agreement.

7) Commits or attempts to commit fraud against us.

8) Repeatedly fails to comply with material terms of this Agreement or our stated rules and regulations.

9) Causes or attempts to cause employees or Agents of the Company to discontinue his / her association with the Company.

10) Causes or attempts to cause any participating Employer of the Company to discontinue their relationship with the Company.

11) Falsifies or omits material information provided to the Company.

Upon Termination for cause, the Agent will have no further rights under this Agreement to any commissions, commission overrides or other compensation otherwise payable under the terms of this Agreement, the Schedule of Commissions, Commission Guidelines or any other compensation arrangement. A termination for cause will be effective upon the Agent's conviction of a felony or revocation of his / her license or, if termination is for any other reason, on the date the Company sends the Agent written notice of termination specifying the reasons for termination for cause.

I. Confidentiality.

1) The term "Personal Information" shall mean financial and identifying information furnished to the Agent, the Agent's representatives or the Company by a Consumer or Customer of a party to this Agreement in connection with the Adoption Agreement or in connection with the administration of the Plan.

2) Each party agrees that Personal Information will be kept strictly confidential by it and its representatives, except for certain disclosures allowed by applicable state and federal privacy laws, that such Personal Information will not be used for any other purpose except to perform duties under this Agreement and that such Personal Information will not be disclosed to any other person unless such other person needs to know about such information for the sole purpose of assisting a party in the performance of its duties under this Agreement. Disclosure to other persons will only be done if the other persons have agreed in writing to be bound by a confidentiality provision similar to the one contained in this Agreement.

3) Each party acknowledges that remedies at law may be inadequate to protect against breach of this provision and therefore agree to the granting of injunctive relief if a party or its representatives breach this provision.

4) If this Agreement should terminate, all obligations under this provision shall survive such termination and shall continue to be enforceable.

J. Additional contract provisions

1) Communications: As an appointed agent of the Company, you expressly permit the Company and its representatives to communicate with you via fax, e-mail, and telephone until and unless you notify us that you do not want to receive communications through one or more of the communication mediums.

2) Notice: "Reasonable notice to you" wherever referenced in this Agent Agreement includes notice sent to your last known fax number, e-mail address, or regular mailing address and notice posted on the Company's website. Notices provided via fax, e-mail, or regular mail will be effective on the date sent, unless the notice indicates otherwise. "Reasonable notice to you" of a modification of the Schedule of Commissions includes notice posted on our Web site that the Schedule has been changed. You will need to contact us for more specific information regarding the extent of the change and its effect on you.

5. GENERAL PROVISIONS

A. This Agreement is governed by the laws of the State of South Carolina, without regard to principles of conflicts of laws. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the District of South Carolina and trial courts of the State of South Carolina and consent to the personal jurisdiction of such courts. This Agreement, together with the Schedule of Commissions, Commission Guidelines and all other addenda supplementing this Agreement, constitute the

entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements. Should any provision of this Agreement be or become invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected thereby.

B. Any claim or dispute in connection with this Agreement shall be submitted to binding and non-appealable arbitration by the American Arbitration Association (AAA) in Charlotte, NC, under the commercial rules then in effect for the AAA, except as provided herein. The AAA shall recommend three arbitrators who are knowledgeable in the field of financial services. The parties shall mutually agree upon one arbitrator or, if no arbitrator is so selected, the AAA shall appoint one of the three arbitrators within 20 days of such failure. The arbitrator shall apply the law of the State of South Carolina. The parties shall have the right to request the arbitrator to order reasonable and limited discovery. The award rendered by the arbitrator shall include costs of arbitration and reasonable attorneys' fees and fees for experts and other witnesses, but shall not include punitive damages. Notwithstanding this provision, appropriate injunctive relief may be sought.

C. Execution of this Agreement constitutes the Agent's certification that all information that will be given on the Background Information Questionnaire is true and correct without any material omission of any kind and constitutes your continuing authorization to the Company to independently verify the information set forth in the Background Information Questionnaire and contact people regarding your character, general reputation and background, which may include credit reports, investigative consumer reports and criminal background checks. You have the right to make a written request to receive such information, but the Company will not release its evaluation, other than public information.

6. EXECUTION OF AGREEMENT BY AGENT

Signature of Agent

Date

Print name of Agent

7. ACCEPTANCE BY COMPANY

Your appointment as Agent under the terms and conditions of this Agreement is hereby accepted and confirmed.

Accepted by:

Specialized Plan Administrators, LLC

By: _____

Date

Print Officer Name and Title

Specialized Plan Administrators, LLC
1627 East North Street
Greenville, SC 29607

SCHEDULE A

LICENSING INFORMATION

- | | | |
|--|-----|----|
| Are you currently a registered representative with FINRA? | Yes | No |
| Please provide your CRD Number: _____ | | |
| Have you ever had an insurance and/or securities license or registration under another name? | Yes | No |
| If yes, please provide that name: _____ | | |

BACKGROUND QUESTIONNAIRE

Please answer each of the following questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any of these questions, please attached an explanation with all relevant information and supporting documents.

- | | | |
|--|-----|----|
| 1. Do you have any prior affiliation with Specialized Plan Administrators, LLC or its affiliates? | Yes | No |
| 2. Are you covered under a valid Errors and Omissions (E&O) policy?
E&O Coverage Carrier: _____ Policy # _____ | Yes | No |
| 3. Have you ever been convicted of a felony? | Yes | No |
| 4. Has FINRA or any federal or state regulatory agency ever: | | |
| a) found you to have made a false statement or omission or been dishonest, unfair or unethical? | Yes | No |
| b) found you to have been involved in a violation of financial-related statutes or regulations? | Yes | No |
| c) found you to have been a cause of an financial-related business having its authorization to do business denied, suspended, revoked or restricted? | Yes | No |
| d) entered an order against you in connection with financial-related activity? | Yes | No |
| e) denied, suspended or revoked your registration or license or otherwise prevented you from associating with financial-related business or disciplined you by restricting your activity? | Yes | No |
| f) revoked or suspended your license as an attorney, accountant or federal contractor? | Yes | No |
| 5. Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud? | Yes | No |
| 6. Have you ever been or are you currently the subject of any financial-related or consumer-initiated complaint? | Yes | No |
| 7. Have you ever been discharged or permitted to resign because you were accused of: | | |
| a) violating financial-related statutes, regulations rules or industry standards of conduct? | Yes | No |
| b) fraud or wrongful taking of property? | Yes | No |
| 8. Have any appointments with investment-related or insurance-related companies been cancelled for cause (not including productivity)? | Yes | No |
| 9. Has any policy or application for errors and omissions insurance on your behalf ever been declined, canceled, or renewal refused? | Yes | No |
| 10. Have you ever had any of the following: sought protection from creditors; declared bankruptcy, had a lien or judgment, had a creditor charge off an account/payables as bad debt or uncollectible, or had any other problems in your credit history? | Yes | No |
| 11. Are you under legal order/judgment to make monetary payments to another person or business entity or have you ever had wages garnished? | Yes | No |

SCHEDULE B

SCHEDULE OF COMPENSATION

Plan assets less than \$4,999,999	0.40%
Plan assets of \$5,000,000 to \$9,999,999	0.35%
Plan assets greater than \$10,000,000	0.30%

Agents are compensated based on plan assets for each individual Employer, or controlled groups if applicable, which he / she is assigned. As plan assets increase or decrease, compensation will adjust accordingly.

SCHEDULE C

ASSIGNMENT OF FEES AGREEMENT

THIS ASSIGNMENT OF FEES AGREEMENT (the "Assignment") is made this ____ day of _____ 20____, by and between _____ (the "Assignor"), residing at _____, _____ (the "Assignee"), located at _____, and Specialized Plan Administrators, LLC (the "Company") located at 1627 East North Street, Greenville, SC 29607.

WHEREAS, Assignor is a party to an Agreement with the Company dated as of _____ ("Agent Agreement"), whereby Assignor provides certain services to the Company in return for an annual servicing fee;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to all fees.
2. Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the fees.
3. Assignor hereby directs the Company to pay all amounts assigned hereunder directly and solely to Assignee and specifically agrees that such payment will discharge the Company's obligation as set out in the Agent Agreement or the Assignment to make such payments and will release the Company from any and all liability to make such payments.
4. Where applicable, the Assignee agrees to be responsible for the withholding of all Federal, state and local taxes, and any social security or unemployment taxes due and owing with respect to the fees arising out of or relating to this Assignment.
5. This Assignment shall be effective for all future servicing activity as of the date of this Assignment, but shall have no effect on fees due on or paid for servicing activity prior to such date. Upon termination of this Assignment, all fees not yet credited or paid to Assignee shall revert to Assignor.
6. This Assignment shall be subject to the terms and conditions of the Agent Agreement and to any present or future claim of the Company, including but not limited to i) any indebtedness of Assignor to the Company and / or ii) any charges made or fees assessed against Assignor by the Company.
7. Assignor and Assignee hereby indemnify in full and hold harmless the Company and its officers and employees from any liability which may arise by virtue of any actions the Company or its officers or employees may take pursuant to this Assignment.
8. Neither Assignor nor Assignee shall have the right to assign the Assignment without the prior written consent of the Company, and any purported assignment without such consent shall be null and void and of no force and effect. All representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor, Assignee and the Company and their respective successors and permitted assigns.
9. The Assignment shall terminate upon the occurrence of one or more of the following events: (a) termination of Agent Agreement; (b) dissolution of Assignee; (c) change in Assignor's status from an individual to a corporate or other legal entity; (d) change in Assignee's name or form of operation; and (e) mutual assent. In each of the foregoing instances, Assignee and the Company must properly execute a "Termination of Assignment of Fees Agreement" form for the termination to be effective.
10. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.
11. The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed this ____ day of _____ 20____, by their duly authorized representatives.

Assignor (Agent Signature)

Date

Assignee (Company Receiving)

Assignee's Tax ID No.

By: _____
Name: _____
Title: _____

Date

Specialized Plan Administrators, LLC
By: _____
Name: _____
Title: _____

Date

SCHEDULE D

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

I hereby authorize Specialized Plan Administrators, LLC and the financial institution named below to initiate credit entries to my account (this includes any authorization to you to reverse any entries made in error).

PLEASE PRINT

Depository Name: _____ Branch: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone Number: _____

Bank Transit ABA No. _____

Account Name _____

Account No. _____

PLEASE ATTACH A COPY OF A VOIDED CHECK WHICH SHOWS YOUR BANK ABA NUMBER AND ACCOUNT NUMBER.

This authority is to remain in full force and effect until Specialized Plan Administrators, LLC has written notification from me of its termination in such time and in such manner as to afford Specialized Plan Administrators, LLC a reasonable opportunity to act on it.

Date: _____

Agent Name: _____ Agent Signature: _____

Are your commissions assigned to a corporation? Yes No

If Answer is Yes, ETF info must match the corporation.