



RCG Service Agreement

This Retirement Plan Service Agreement (the "Agreement") is entered into by and between The Revzon Consulting Group, LLC ("REVZON"), and _____ ("Client"), collectively referred to as "Parties."

WHEREAS, Client, is the sponsor of and a fiduciary for the _____ ("Plan");

WHEREAS, Client wishes to engage REVZON to provide certain services related to the recordkeeping and administration of the Plan; and

WHEREAS, REVZON is in the business of providing recordkeeping and administration services to certain retirement plans;

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

1.01 Term of Agreement - This Agreement will be effective as of the first date that REVZON renders any service on behalf of Client, and will continue until cancelled as set forth in this Agreement.

ARTICLE 2 - PURPOSE OF AGREEMENT

2.01 Nature of Services - REVZON will provide recordkeeping and administration services ("Services") for the Plan as defined in Schedule A – Services ("Schedule A"). REVZON is not a financial or legal advisor. Client should consult an attorney, professional tax advisor and/or investment advisor when establishing or changing the underlying funding vehicles to be made available under the Plan. Employees participating in the Plan ("Participants") should consider consulting a professional tax advisor and/or investment advisor when choosing their investments with respect to their account. Client acknowledges REVZON is not a Fiduciary, as defined in the Employee Retirement Income Security Act of 1974 "ERISA").

2.02 Fund Selection - As part of its service, REVZON offers access to a number of mutual funds for investment. However, REVZON does not specifically recommend any of these funds to the Client or Participants. REVZON is not responsible for the performance of the stock, bond or foreign capital markets, nor the impact that these markets may have on any Participant account. REVZON is not liable for any decline or lack of gain in the value of any Participant account.

2.03 Client Responsibilities - The responsibility for maintaining the Plan in legal compliance (including but not limited to tax-qualification and the avoidance of prohibited transactions) rests solely with Client. In order for REVZON to provide services to Client, Client will be required to provide REVZON with certain information, including the following:

- **Payroll and Census Information** - Client will be required to provide complete and accurate payroll and employee census information as requested by REVZON. If this Information is not provided in a timely fashion, or is incomplete or inaccurate, REVZON will not be able to process payroll deferrals, even if the deposit has been made with the Custodian. REVZON will rely on the information provided by the Client. If the information is inaccurate or incomplete, REVZON will work with Client to resolve any discrepancies, but will not be responsible for any consequences, including, but not limited to, fines and/or penalties, resulting from inaccurate or incomplete information that is provided by the Client.
- **Signatures** - Client will be required to provide signatures by the appropriate party as determined under the terms of the Plan (e.g., plan administrator, employer, etc.) when needed (e.g., in the event of distributions, Plan amendments, applicable governmental filings, etc.).

- **Disbursements, Rollovers and Transfers** - Client will be required to provide REVZON all information necessary to process disbursements, rollovers and/or transfers to or from the Plan. Client will also be required to provide Participants with the necessary documents to process a disbursement, rollover or transfer. REVZON is not responsible for any investigation or due diligence concerning rollovers or transfers to determine whether or not all assets qualify for transfer or rollover. Inclusion of non-qualified assets may require an excess contribution, and may result in the disqualification of the Plan.
- **Client as Fiduciary** - Client acknowledges it is a fiduciary as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"). In its capacity as a fiduciary, Client represents and warrants that its adoption of the Plan is permitted by the relevant governing instruments of such Plan, and that Client is duly authorized to enter into this Agreement. Client also represents and warrants that any party executing and delivering this Agreement on behalf of the Plan is a "named fiduciary" (as defined under ERISA).

2.04 Custody and Execution - Transactions in the Plan account are executed and cleared through an independent third party ("Custodian"), Client represents that it has entered into a separate agreement with the Custodian concurrent with execution of this Agreement. REVZON assumes no responsibility or liability for the services provided by the Custodian to the Plan. The Custodian serves as the custody agent for all cash awaiting investment in a Plan account. Shares of mutual funds are held in book entry form directly by the mutual fund companies or their respective transfer agents in the name of the Plan. REVZON does not hold assets or securities for any Plan accounts.

2.05 Financial Advisors and Other Service Providers - If Client works with a financial advisor (i.e., CPA, Certified Financial Planner, Investment Manager, etc.) in connection with the Plan, Client acknowledges that such financial advisor is not directly affiliated with REVZON and that REVZON is not responsible for any acts or omissions of such financial advisor. Client will be responsible for any and all invoices or charges of such financial advisor. To the extent that Client instructs REVZON to assess, collect, and remit fees from Participants' accounts to pay fees to financial advisors or other service providers to the Plan, REVZON assumes no liability with regard to the reasonableness, accuracy, or payment of such fees. REVZON's sole responsibility with regard to the assessment, collection, and remittance of any such fees is to do so in accordance with the instructions of Client. Client acknowledges and agrees that it retains all responsibility for the reasonableness, accuracy, and payment of fees to all service providers to the Plan.

2.06 Reservation of Rights - REVZON reserves the right to change the terms of the Services to be provided under this Agreement, to change its operating policies, or to make changes to add additional terms or policies, at any time with sixty (60) days advance notice to the Client, where such changes are required by changes in applicable law. REVZON may, from time to time, send Client notice of changes to the terms of the Services to be provided under this Agreement, changes to its operating policies, or changes to add additional terms or policies, where such changes are not required by changes in applicable law. To the extent that Client does not notify REVZON that Client does not agree with the terms of such changes within sixty (60) days from the notice, Client is deemed to have agreed to such changes. Such changes shall be incorporated into the terms of this Agreement.

2.07 Ownership - REVZON either owns, is authorized or has licensed the rights to the software, content, online documentation (FAQ's, bulletins, and online Help), templates and records, including modifications, updates, revisions or enhancements thereto, located on its web site (the "Site") and offered through the Services. Title and ownership of personal financial data provided by Client remains with Client. No transfer of ownership shall occur under this Agreement.

ARTICLE 3 - LICENSE

3.01 Users - Client (including all users authorized by the Client) is hereby granted a non-exclusive, non-transferable license to use the Site in accordance with the terms of this Agreement and the instructions on the Site for the single company or entity identified herein.

- 3.02 Restriction** - Client's use of the Site is subject to the following restrictions. Client will not, and will not knowingly permit others to: (a) modify, copy, or otherwise reproduce the Site in whole or in part; (b) reverse engineer, recompile, disassemble, or otherwise attempt to derive the source code from or structure of the software used in the Service; (c) distribute, sublicense, assign, share, timeshare, sell, rent, or lease the Site; (d) remove any proprietary notices or labels displayed on the Site; and (e) use the Service or Site for any unlawful purpose. All rights not expressly granted to Client are reserved by REVZON. There are no implied rights.

ARTICLE 4-COMPENSATION

- 4.01 Fee Schedule** - Client agrees to pay REVZON according to the prevailing fee schedule as defined in Schedule B-Fees ("Schedule B"). REVZON may, from time to time, notify Client of changes to the fee schedule. To the extent that Client does not notify REVZON of disagreement with the terms of any such change within ninety (90) days of notification, Client is deemed to agree to such changes, and such changes shall be incorporated into Schedule B of this Agreement.

With regard to compensation under 29 C.F.R. §2550.408b 2, REVZON shall receive Direct Compensation as set forth in Schedule B in consideration for the services set forth in Schedule A. Except as set forth in Schedule B, neither REVZON nor any of REVZON's affiliates or contractors shall receive any Direct or Indirect Compensation related to the services provided under this Agreement. The fees set forth in Schedule B are not offset or rebated based on any other compensation to REVZON, any affiliate, or subcontractor. Except as outlined in this Agreement, REVZON will not charge any fees for terminating the services provided under this Agreement. Upon termination of the Agreement, REVZON will not refund any amounts, as REVZON will not be pre-paid for services.

Client represents and warrants (i) that REVZON disclosed the information regarding services and fees as provided in this Agreement, as well as any additional information regarding such services and fees that Client has requested; (ii) that Client has reviewed the services and fees agreed to under this Agreement and has determined them to be necessary, reasonable, and to the extent that any such fees are assessed against the assets of the Plan, proper obligations of the Plan; (iii) that, to the extent that any fees are assessed against assets of the Plan, the terms of the Plan and applicable trust allow for the payment of such fees from Plan assets; (iv) that, for each designated investment alternative for which recordkeeping services are provided under this Agreement, REVZON has provided and client has received current disclosure materials of the issuer of the designated investment alternative that include the investment disclosure information described in paragraph (c)(1)(iv)(F)(1 3) of 29 C.F.R. §2550.408b-2; and (v) that all disclosures described in this paragraph were made by REVZON to Client reasonably in advance of this Agreement being entered, renewed, or extended.

- 4.02 Third-Party Costs & Expenses** - In addition to the charges set forth in this Agreement, Client is responsible for all expenses and charges associated with accessing the World Wide Web and connecting to the Site, any service fees associated with such access and connection, and for providing all equipment necessary for Client to make the connection.
- 4.03 Billing** - To the extent that any fees set forth in Schedule B are noted to be paid by Client, Client agrees to pay such fees upon receipt of invoices from REVZON. To the extent that any fees set forth in Schedule B are noted to be paid Per Capita or by Requesting Participant, Client hereby instructs REVZON to assess such fees against the Plan assets as described in Schedule B. To the extent that Establishment Fees that are to be paid by Client remain outstanding for a period of 45 days or more after REVZON has invoiced Client for such fees, Client directs REVZON to automatically assess the Participant accounts of the adopting employer, pro-rata, for such fees. To the extent that any Participant's account has insufficient balances to satisfy any fees to be assessed against it, Client instructs REVZON to invoice Client for such fees, and Client agrees to pay such fees.

ARTICLE 5 - CONFIDENTIALITY & SECURITY

5:01 Confidential Information - "Confidential Information" shall include, without limitation, (i) All information furnished by either Client or REVZON or their directors, officers, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and other representatives or affiliates (collectively referred to hereinafter as "Disclosing Parties"), whether furnished before or after the date hereof, whether oral or written, and regardless of the manner or form in which it is furnished, regardless of whether marked as confidential; (ii) all trade secrets, customer lists, business plans and prospects, sources and methods, intellectual property, financial information, market data, identities of clients, all names dates, locations, reports, documents, notes conversations, discussions, plans, recommendations, analyses, compilations, summaries, studies, forecasts, interpretations, and non-public information relating to the Disclosing Parties that has been received by the other party or their directors, officers, employees, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and other representatives or affiliates (collectively referred to hereinafter as "Recipients"), and (iii) all documents, reports, notes, plans, recommendations, analyses, compilations, and summaries prepared by the Recipients, which contain, reflect or are based upon, in whole or in part, the Confidential Information furnished to Recipients pursuant hereto. Confidential Information does not include, however, information which (i) is or becomes generally available to the public other than as a result of a disclosure by either party hereto in violation of this Nondisclosure Agreement; (ii) was available to Recipients on a non-confidential basis prior to its disclosure by the Disclosing Parties; (iii) becomes available to Recipients on a non-confidential basis from a source, other than the Disclosing Parties, who to Recipients knowledge is not prohibited from disclosing such information to Recipients by a legal, contractual, or fiduciary obligation to the Disclosing Parties; (iv) was independently developed by the Recipients without reference to the Confidential Information; or (v) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order. In the event that the Recipients are required to disclose otherwise Confidential Information pursuant to governmental authority, law, regulation, duly authorized subpoena or court order, the Recipients shall provide notice to the Disclosing Parties prior to such required disclosure.

5.02 Security - REVZON uses commercially reasonable practices, including encryption and firewalls, to ensure that (i) confidential information is kept confidential and (ii) Client information is disclosed only to Client authorized users. However, Client acknowledges that the Internet is an open system and REVZON cannot and does not warrant or guarantee that third parties cannot or will not intercept or modify Client data.

5.03 Password - The Client and Participants will select or will be assigned unique passwords to access the Site. The Client and Participants are responsible for maintaining the confidentiality of the password, and agree that REVZON has no obligations with regard to the use of such password by third parties. The Client is responsible for any and all activities in the Plan with the use of these password(s). The Client agrees to notify REVZON immediately if Client has any reason to believe that the security of the Client's account has been compromised.

ARTICLE 6 AVAILABILITY

6.01 Availability - REVZON uses commercially reasonable efforts to maintain availability of the Site twenty-four (24) hours per day, seven (7) days per week. However, scheduled and unscheduled interruptions may occur, and REVZON does not warrant or guarantee uninterrupted availability of the Site. Normal software or hardware upgrades are scheduled for nights and weekends, and designed to cause a minimum amount of interruption to the services. In the event that an unscheduled interruption occurs, REVZON will apply the appropriate use of internal and external resources to resolve the problem and return the Site to availability as soon as possible. During these scheduled and unscheduled interruptions, the Client may be unable to transmit and receive data. Client agrees to cooperate with REVZON during the scheduled and unscheduled interruptions. REVZON may also impose limits on certain features of the Site without notice or liability.

6.02 Reliability - REVZON uses commercially reasonable practices to provide the Site with no unplanned interruptions of service and no loss of Client data. However, REVZON does not warrant or guarantee that such events will not occur. REVZON's sole and exclusive obligation for any loss or damage to the Service or data is to use reasonable efforts to provide the user with the most recent backup of the Service or data.

ARTICLE 7-TERMINATION AND NOTICE

7.01 Cancellation - Client may cancel this Agreement at any time by providing ninety (90) days written notice to REVZON. Client shall remain liable for all fees incurred through the day of termination. In addition, REVZON may cancel this Agreement for any reason with ninety (90) days notice to Client. In the event REVZON cancels this Agreement, REVZON agrees to cooperate with Client to transfer the recordkeeping and administration of the Plan to a different third party administrator within a commercially reasonable period of time. Client shall remain liable for all reasonable fees incurred through the day that such transfer is complete.

7.02 Notices - All notices to be given by either party under this Agreement must be in writing and must be delivered by personal delivery or by facsimile, with a copy sent on the same day by U.S. Mail, directed to the most recent address(es) provided by the party(ies). These addresses may be changed by giving notice in the manner set forth in this Section.

ARTICLE 8-INDEMNIFICATION

8.01 Indemnification in favor of the Client - REVZON shall indemnify and hold harmless the Client and its respective shareholders, directors, officers, employees, agents, successors and assigns (the "Client Indemnified Parties") against and in respect of any and all damages, deficiencies, expenses, liabilities and losses the Client Indemnified Parties incur, pay or sustain solely as a result of (i) a breach by REVZON of any agreement or covenant contained in this Agreement, or (ii) an act or omission by REVZON that constitutes gross negligence or a violation of applicable law.

8.02 Indemnification in favor of REVZON - Client shall indemnify and hold harmless REVZON and its respective shareholders, directors, officers, employees, agents, successors and assigns ("REVZON Indemnified Parties") against and in respect of any and all damages, deficiencies, expenses, liabilities or losses REVZON Indemnified Parties incur, pay or sustain solely as a result of (i) a breach by the Client of any agreement or covenant contained in the Agreement, or (ii) an act or omission by the Client that constitutes gross negligence, a violation of applicable law, or a breach of fiduciary duty under the Employee Retirement Income Security Act of 1974.

ARTICLE 9 - GENERAL PROVISIONS

9.01 Agreement - This Agreement supersedes all prior and contemporaneous representations, communications, or agreements, either oral or written, and constitutes the entire understanding of the parties with respect to the rights and obligations of the parties under this Agreement. Any modification of this Agreement will be effective only if it is in writing, and except as otherwise noted in this Agreement, if it is signed by the party to be charged.

9.02 Waiver; Construction - No waiver of any breach or default of any term or provision of this Agreement shall be deemed a waiver of any other term or provision of this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. This Agreement shall not be construed as if it had been prepared by only one of the parties, but rather shall be construed as if both parties had prepared it.

- 9.03 Arbitration** - Any controversy or claim arising out of this Agreement (whether contract, tort, or both), or the breach of this Agreement shall be arbitrated in Boston, Massachusetts, in accordance with the then existing applicable rules of the American Arbitration Association. The award of the arbitrator(s) shall be final and binding on the parties, and judgment upon the award may be entered in any court of competent jurisdiction. Each party shall bear its own costs, attorneys' fees and its share of arbitration fees. This Arbitration provision does not constitute a waiver of the parties' rights to a judicial forum in the instances where arbitration would be void under applicable law.

- 9.04 Facsimile and Digital Signatures** - The parties agree that this Agreement and any related documents may be executed by facsimile and/or digital (when available) signature, which will have the same effect as an original signature.

- 9.05 Partial Invalidity** - If any part of this Agreement is determined by a court or arbitrator to be wholly or partially unenforceable or invalid for any reason, such part will have no effect, but the remainder of the Agreement will remain effective and enforceable.

- 9.06 Client Authority to Contract** - If Client is a corporation, partnership, trust, limited liability company, or other business or legal entity, the individual(s) signing this Agreement on its behalf represent(s) that he or she has the legal authority and permission of the entity to enter into this Agreement on its behalf.

- 9.07 Force Majeure** - If either party fails to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes, except financial, beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for the period of time equal to the period of such cause for failure to perform.

- 9.08 limitations on liability** - In no event shall either party be liable for loss of profits or any indirect, incidental, consequential or punitive/exemplary damages, however caused. In no event shall REVZON be liable for any damages, deficiencies, expenses, liabilities, losses, and/or indemnification for any amount in excess of two years' fees under the then-current fees listed in Schedule B.

- 9.09 Governing Law** - This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provisions, except to the extent that such laws are preempted by ERISA.

- 9.10 Exhibits** - The following Schedules constitute a part of this Agreement and are incorporated into this Agreement by reference as though set forth in full: Schedule A – Services, Schedule B – Service Fees

Should any inconsistency exist or arise between any provision(s) of this Agreement and any provision(s) of any Schedule or other incorporated writing, the provision(s) in this Agreement shall prevail.

The undersigned hereby agree to the terms of this Agreement, this _____ day of _____, _____.

REVZON: The Revzon Consulting Group, LLC

CLIENT: _____

By: _____

By: _____

Print Name: Les Revzon

Print Name: _____

Title: President, The Revzon Consulting Group, LLC

Title: _____

Date: _____

Date: _____

SCHEDULE A SERVICES

SET-UP SERVICES

- Setting up the plan on the recordkeeping platform, including contribution types, investment funds, loan provisions, and other general plan level parameters
- Converting Participant demographic information, including Participant name, address, date of birth, date of hire, vesting percent, investment election, and contribution rate.
- Converting Participant balances, vested balances, loan repayments, loan available, and hardship amounts available, to the extent available.

ONGOING SERVICES

- Daily reconciliation of trust to plan records.
- Updating share prices, and individual account balances, each day.
- Processing and instructing the associated trade of certain transactions, including employer and employee contributions and employee directed fund to fund transfers.
- Preparation and mailing of quarterly statements.
- Crediting fund revenue to plan participants.
- Assessing fees against Participant accounts based on direction and instruction from Client.
- Remitting such amounts to service providers based on direction and instruction from Client.

TRANSACTION SERVICES

- Participant loan Origination - REVZON will provide the amortization schedule and promissory note to appropriate party for approval. REVZON will process periodic loan repayments made by the Participant, splitting between principal and interest, and between funds.
- Disbursements -REVZON will submit liquidation, tax withholding, and payment information to Custodian and generate tax form request at year end.
- Check Replacement - REVZON will place a stop on, and reissue checks upon request.
- Enrollment Guides -REVZON will format, print, and mail enrollment guides. (Client remains responsible for, and REVZON does not assume any responsibility for, the content, completeness, or accuracy of enrollment guides.)

COMPLIANCE SERVICES

- Annual IRS compliance testing and calculation
- Annual 5500 Return/Report (if plan exceeds 100 participants an audit by a CPA must be performed at the client's expense)
- Annual plan accounting
- Preparation of annual report and statements
- Preparation and maintenance of plan document
- Additional services agreed upon by Client and REVZON

Client acknowledges and agrees that REVZON will provide only non-fiduciary services under this Agreement, and that REVZON is not a fiduciary as defined by ERISA.

SCHEDULE B FEES

APPLICATION FEE

- One-time \$100

ADMINISTRATIVE FEES

- Quarterly plan: \$240 (\$960 annually)
- Quarterly participant: \$10 (\$40 annually, dropping to \$20 if average account balance is over \$40,000)
- Loans and any type of distribution: \$100

INVESTMENT FEES

Fees and operating expenses are incorporated in the expense ratios of the retirement share investment funds and detailed via prospectus. A typical plan would have a weighted expense ratio of 1.25% - 1.65% (Any recordkeeping offset fees paid directly by the fund company are retained to maintain the fee structure).

OPTIONAL FEES – For Manual Enrollment

- Manual Enrollment: \$50 Base Fee
(Charge to the employer) \$ 5/per participant charge
Revzon inputs elections from paper forms
- Enrollment Materials – For Manual Enrollment
 1. Enrollment Guide: \$35 One-time Fee
Contains all enrollment forms and investment fund information in a multicolor PDF format.
 2. Enrollment Forms : No Charge
Contains forms for enrollment but NO investment information. Advisor is responsible for obtaining invest information