



DYATECH

PlanLink

Explanation of Contents:

Please find items that need to be completed in order to setup your retirement program with Dyatech:

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- | | |
|---|--|
| Section 1 - Advisor information. Please enter broker dealer information that we may use when Dyatech sets up accounts with each fund company. | Section 8 - Distributions. This section defines what type of distributions will be allowed from the plan while an employee is still working. |
| Section 2 - Company information. Please be advised this information will be used in Dyatech's main client database and to setup your program throughout our system. | Section 9 - PlanLink partner information. This section defines who the PlanLink partner will be with Dyatech. |
| Section 3 - Employer information. This is related to your retirement plan or one that is being started. | Section 10 - Existing retirement plan information. If you have an existing plan, this section will need to be completed and items collected to begin the transfer process. If you do not have an existing plan, please skip this section. |
| Section 4 - Retirement plan information. This section defines eligibility of an employee and the compensation definition. | Section 11 - Recordkeeping & Service Agreement. This is Dyatech's service agreement with the client. This section details; annual fees, duties, and authorized representatives. |
| Section 5 - Employee contribution information. This section defines contribution limits and when they can be changed. The Roth deferral source is automatically added to the retirement plan as an option. | Section 12 - Signatures. This section is the signature section for the Plan Design Kit. Dyatech requires an original signature. |
| Section 6 - Employer contributions. This section defines the employer's contribution to the plan. | |
| Section 7 - Forfeitures. This section defines how the plan will handle forfeitures, if applicable. | |

Please contact us with any questions, comments, or schedule a conference call, 866-651-4222 ext. 500 for the Marketing Department. Once you have completed the plan design kit, please fax it to 601-914-2329 or email marketing@dyatech.com.

Thank you for your business!

Section 1		Advisor Information			
The Financial Advisor assigned to the plan completes this section of the kit. Please print or type.					
	Last name		First Name	Middle Initial	
	Street address		City	State	
	Email address	Phone number	Fax number	Zip	

Broker / Dealer Name

Branch Number

Rep Number

Section 2		Company Information		
Contact person and title		Tax ID #	Fiscal Year End	
Company name			Phone Number	
Street address		City	State	
Email address		Fax	Zip	

Type of Entity

a. Corporation (including tax-exempt of non-profit)

b. S Corporation

c. Sole Proprietorship

d. Partnership (including Limited Liability)

e. Professional Service Corporation

Limited Liability Company that is taxed as:

 1. partnership or sole proprietorship

 2. a corporation

 3. an S corporation

Section 3		Employer Information	Helpful Hints
1.	Plan Name	_____	<p>Please enter your existing plan name or if you are starting a plan, you may select a name and enter it in this section. The most common names follow something like "ABC Company 401(k) Plan"</p> <p>This bond is required and typically provided by your property casualty insurance carrier. The guidelines are 10% of the plan assets not to exceed \$500,000.</p> <p>An eligible employee is one that will meet the service requirements outlined in questions 9, 10, and 11 below.</p> <p>A controlled group is defined as multiple companies with a common ownership percentage.</p> <p>An affiliated service group is defined as one type of group of related employers and refers to two or more organizations that have a service relationship and, in some cases, an ownership relationship.</p> <p>Dyatech invoices based on the effective date listed in this section. Dyatech invoices from this date regardless of when the plan assets are transferred or the plan is officially live. Dyatech assumes responsibility for all items from this date related to government filings and compliance testing.</p> <p>If you have an existing plan, we analyze your plan documents for benefits that must remain the same and advise you on those items that may be altered.</p> <p>If you don't have an existing plan, please proceed to Section 4 to select items that will design your new plan.</p>
2.	Trustee of the Plan	_____	
3.	Have you obtained Fidelity Bond Coverage for this Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Applied for	
4.	Total number of employees	_____	
5.	Number of eligible employees	_____	
6.	Is the organization a member of a "controlled group" or an "affiliated service group" as defined by the Internal Revenue Service?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7.	Effective date of Dyatech services.	<input type="checkbox"/> This is a new plan and will be effective _____ <input type="checkbox"/> This is an existing plan and will be effective with Dyatech _____ and the original effective of this plan was _____.	
8.	Do you currently maintain another qualified retirement plan or do you have an existing retirement plan?	<input type="checkbox"/> Yes. (Please skip to question 24 section 9) <input type="checkbox"/> No. (Please make additional selections beginning with question 9 section 4 below)	

Section 4		Retirement Plan Information	Helpful Hints
9.	Who is eligible to participate in your plan?	<input type="checkbox"/> a. No exclusions <input type="checkbox"/> b. Yes there are exclusions. Please select exclusions below. <input type="checkbox"/> Union employees	<p>If this is a new plan, this is the section where the rules are set for employees who may enter the plan.</p>

- Non-resident aliens
- Salaried Employees
- Highly compensated Employees
- Leased employees
- Other:

10. What conditions have to be met in order to participate in the plan?

Employees must satisfy the following conditions in order to participate:

- a. No service requirement
- b. 6 months of service
- c. 1 year of service
- d. _____ (not to exceed 1,000) hours of service within _____ (not to exceed 12) months from employment date.
- e. Attainment of age _____ (may not exceed 21)
- f. "Window of Opportunity" The service and age requirements will be waived for each person who was employed on _____ and each employee may enter the plan as of such date.

Service requirement cannot be more restrictive than 1 year of service.

Item (f) is an option used if you would like to allow a one-time option for anyone employed with the company to have the opportunity to enter the plan this enrollment period only and if they decline, they have to meet the service requirements.

11. Once the employee becomes eligible to participate, when can he/she enter the plan?

- a. Daily
- b. Monthly
- c. Quarterly
- d. Semi-Annually

Please be advised this is how often you would like to allow employees to enter the plan.

12. How is compensation defined in the plan?

- a. Wages, tips and other compensation on Form W-2
- b. Section 3401(a) wages
- c. 415 safe-harbor compensation

- a. This refers to wages that are listed in Box 1 of an employee W2, including compensation that is not currently includible in gross income.
- b. This is defined as all taxable wages associated with an employee. All gross taxable wages.
- c. This refers to all wages including pre-tax deferrals and any contributions that have been made to a retirement program or section 125 programs. Restrictions on exclusions exist with this definition.

13. Will there be any adjustments to your definition of compensation?

- a. No adjustments
- b. Compensation will be adjusted by the items selected below:
 1. including compensation with regards to a cafeteria plan, simplified employee pension plan, tax sheltered annuity, deferred compensation plan.
 2. exclude reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits
 3. excluding compensation paid during period an employee was not eligible.
 4. excluding overtime.
 5. excluding bonuses.
 6. excluding commissions.
 7. other: _____

Compensation which is excluded is not matched or used to calculate profit sharing contributions.

Section 5 Employee contribution information

Helpful Hints

14. How much can a participant defer into the plan?

- a. From _____% to _____%.
- b. a participant may contribute up to maximum allowed by law.

The maximum allowed by law is defined as 100% of a person's compensation not to exceed \$15,500 (2008 Limit) in 401(k) deferrals for the year.

15. How often can a participant change their contribution percentage, once they are in the plan?

- a. Daily
- b. Monthly
- c. Quarterly
- d. Semiannually
- e. Annually

This must be at least once each calendar year.

Section 6 Employer contributions; Match, Profit Sharing, Safe Harbor Contribution

Helpful Hints

16. Will the company be making a Safe Harbor employer contribution?

- No. (If No is selected, please skip to question 18 or 19)
- Yes. (Please answer question 17)

For startup or new plans this option must be chosen prior to Oct. 1 of each year. For existing plans, this option can only be elected 30 days before the beginning of a plan year.

17. Which Safe Harbor employer contribution method will be used?

- 1. Basic Matching Contribution.** The Employer will make Matching Contributions to the account of each "Eligible Participant" in an amount equal to the sum of 100% of the amount of the Participant's Elective Deferrals that do not exceed 3% of the Participant's Compensation, plus 50% of the amount of the Participant's Elective Deferrals that exceed 3% of the Participant's Compensation but do not exceed 5% of the Participant's Compensation.

If the matching option is selected, employees that defer money are the only ones that receive an employer contribution. This match is \$1 for \$1 up to 3%, then .50 cents on the dollar for the next 2%, up to 5%.

- 2. Enhanced Matching Contribution.** The Employer will make Matching Contributions to the account of each "Eligible Participant" in an amount equal to the sum of 100% of the Participant's Elective Deferrals that do not exceed 4% of the Participant's Compensation.
- 3. Non-elective Safe Harbor Contributions.** The Employer will make a Safe Harbor Non-elective Contribution to the account of each "Eligible Participant" in an amount equal to 3% of the Employee's Compensation for the Plan Year.

This match is \$1 for \$1 up to 4%.

This Safe Harbor contribution is 3% of an eligible employee's annual compensation, regardless if they contribute or not.

a. What is the frequency for making the Safe Harbor contribution?

a. Each pay period b. Monthly c. Quarterly d. Plan Year

If the Safe Harbor contribution is a match, we recommend each payroll period, if it is the 3% contribution, we recommend once a year.

Traditional Employer Matching Contribution Section Below

18. Will the company be making a traditional employer matching contribution? Please note this is Not a Safe Harbor matching contribution.

- No. (If No is selected, please skip to question 19)
- Yes. (Please make additional selections below)
 - a) The company may make a discretionary contribution to be determined by the Employer at the end of the year.
 - b) The company will make matching contributions equal to _____% of participant's elective deferrals.

Please keep in mind this can be discretionary and determined at the end of each plan year.

In addition to the selection made above, the following rules will apply to the matching contribution.

- 3. _____% of a participant's compensation.
- 4. Limited to a total \$_____.
- 5. A discretionary percentage of a participant's compensation or a discretionary dollar amount to be determined by the employer on a uniform basis to all participants.

The following rules place restrictions on how the employer match may be administered.

a. What is the frequency for making the employer matching contribution to the participant accounts?

a. Each pay period b. Monthly c. Quarterly d. Plan Year

b. Requirements for participants who **are actively employed** at the end of the plan year.

- No service requirement.
- A participant must complete at least _____ hours of service during the plan year.

If this selection is chosen, an employee has to be working on the last day of the plan year to receive a matching contribution.

c. Requirements for participants who **are not actively employed** at the end of the plan year.

- A participant must complete more than _____ hours of service or _____ months of service.
- A participant must complete a year of service.
- Participants will **NOT** share in such allocations, regardless of service.
- Participants will share in such allocations, regardless of service.

This can not be more than 500 hours or 3 months of service. Please note: Some of these options may cause the plan to violate coverage requirements. We perform compliance testing in order to determine this at the end of the plan year.

d. Vesting for employer matching contributions. Please select one option below.

- 100% upon entering plan.
- 3 Year Cliff:

0-2 years	0%
3 years	100%
- 6 Year Graded:

0-1 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%
- Other 0-1 years _____

2 years	_____
3 years	_____
4 years	_____
5 years	_____
6 years	_____

Please note: Vesting normally begins with an employees date of hire.

If Other is chosen, it must vest at least 20% by year 2, it must increase by at least 20% each following year, and it must be 100% by year 6.

Profit Sharing Section Below

19. Will the employer be making a discretionary profit sharing contribution?

- No. (If No is selected, please skip to question 20)
- Yes. (Please make additional selections below)

We advise that you select "Yes" and allow this feature to be always remain as a discretionary

What method would you like to use to allocate your Profit Sharing contribution?

- a. Non-Integrated.
- b. Integrated.
- c. Grouping method or commonly referred to as "Cross Tested" or "New Comparability."

For each plan year, the employer may contribute to the plan on behalf of each of the following groups.

Group A shall consist of: _____

Group B shall consist of: _____

Group C shall consist of: _____

Group D shall consist of: _____

d. Requirements for participants who **are actively employed** at the end of the plan year.

- No service requirement.
- A participant must complete at least _____ hours of service during the plan year.

e. Requirements for participants who **are not actively employed** at the end of the plan year.

- A participant must complete more than _____ hours of service or _____ months of service.
- A participant must complete a year of service.
- Participants will **NOT** share in such allocations, regardless of service.
- Participants will share in such allocations, regardless of service.

f. Vesting for employer profit sharing contributions. Please select one option below.

- 100% upon entering plan.
- 3 Year Cliff:
 - 0-2 years 0%
 - 3 years 100%
- 6 Year Graded:
 - 0-1 years 0%
 - 2 years 20%
 - 3 years 40%
 - 4 years 60%
 - 5 years 80%
- Other
 - 0-1 years _____
 - 2 years _____
 - 3 years _____
 - 4 years _____
 - 5 years _____
 - 6 years _____

item in the plan.

Please feel free to work with a Dyatech Compliance Specialist when creating groups.

Dyatech will provide illustrations for the different profit sharing methods.

The following items place restrictions on who may receive an employer profit sharing contribution.

If the person is not actively employed at the end of the plan year they may be excluded for the following reasons.

Please note: Vesting normally begins with an employees date of hire.

If Other is chosen, it must vest at least 20% by year 2, it must increase by at least 20% each following year, and it must be 100% by year 6.

Section 7 Forfeitures for employer contributions

Helpful Hints

20. How would you like to handle Forfeitures?

- a. Will forfeitures first be used to pay any administrative expenses?
 - Yes.
 - No.
- b. Forfeitures attributable to **profit sharing** contributions will be handled as follows:
 - Used to reduce the Employer discretionary contribution. *This cannot be used if the grouping method is selected above.*
 - Added to any employer discretionary contribution.
 - Added to any employer matching contribution and allocated as an additional matching contribution.
- c. Forfeitures attributable to **matching contributions** will be handled as follows:
 - Used to reduce the employer's matching contribution.
 - Added to any employer matching contribution and allocated as an additional matching contribution.
 - Added to any employer discretionary profit sharing contribution.
 - Allocated to all participants eligible to share in the matching allocations in proportion to each participant's compensation for the year.
 - Allocated to all non-highly compensated employees eligible to share in the matching allocations in proportion to each such participant's compensation for the year.

If a participant leaves the plan or is terminated by the employer and he/she is not 100% vested in employer contributions, we need to know how to allocate the money that is left, or forfeited.

Forfeitures attributable to any employer Profit Sharing contributions

Forfeitures attributable to any employer Matching contributions.

Section 8 Distributions; loans, hardships, involuntary

Helpful Hints

21. Are loans allowed in the plan?

- Loans are **not** permitted.
- Loans are permitted. *Please complete the remaining loan questions below.*

A participant may borrow 50% of their account balance, not to exceed \$50,000. The minimum

Please select all that apply:

- A participant may only have _____ loan outstanding at any time.
- Loans will be permitted from the following accounts:

Select all that apply

1. All accounts.
2. Participant's elective deferral account
3. Qualified matching contribution account and/or portion of participant's account attributable to employer matching contributions.
4. Participant's account attributable to employer profit sharing contributions.
5. Qualified non-elective contribution account.
6. Participant's rollover account

loan amount is \$1,000.
 Loan payments are payroll deducted each pay period and principal and interest is paid back into the participants own account. Loan payments are reinvested based on existing elections.

22. Are hardship distributions allowed in the plan?

- No. Hardship distributions are not permitted.
- Yes. Hardship distributions are permitted from the following accounts.
Please select all that apply below.

1. All accounts.
2. Participant's elective deferral account
3. Participant's account attributable to employer matching contributions.
4. Participant's account attributable to employer profit sharing contributions.
5. Participant's rollover account

Hardship withdrawals are not allowed from Safe Harbor contributions or earnings and may not be allowed from money that is not 100% vested.

23. How would you like to handle Involuntary distributions?

Will involuntary distributions of amounts less than \$5,000 be made if no distribution election is made by the terminated participant?

- Yes (select 1. or 2. below)
 1. Automatic Rollover of balances under \$5,000 to IRA
 2. Mandatory Distribution of balances under \$1,000
- No Mandatory Distributions

If you select "Yes", when a participant terminates employment they are given 30 days to make an affirmative election with regards to their account balance. If they don't, then they are automatically transferred to an IRA account or cashed out if the balance is less than \$1,000.

By selecting "Yes" this eliminates the plan's responsibilities for the participants account balance and they are setup with an IRA account at Mid Atlantic Trust Company in an interest bearing investment.

Section 9 Retirement plan provider information

Helpful Hints

24. The PlanLink partner will be _____.

This is the recordkeeper that will be holding the assets, providing website support, contribution processing. This will be one of the pre-approved Dyatech PlanLink partners; Hartford Life, John Hancock, Lincoln, etc.

Section 10 Please complete if you have an existing retirement program

Helpful Hints

25. If you have an existing plan, please complete this section. (If you do not currently have a retirement plan, skip to question 26)

a. Does your plan have any non-liquid assets?

(i.e., company stock, limited partnerships, life insurance, etc.)

- No
- Yes, please provide details below:

b. Does the employer sponsor any other qualified pension plans? If yes, please list name and 3-digit plan number.

- No
- Yes

c. Items Dyatech needs to collect in order to process the transfer of your plan.

Please Note: The plan document cannot be created without this information.

ITEM

COLLECTED

- Plan Document, Adoption Agreement, and any Amendments
- Summary Plan Description
- Copy of most recent Form 5500
- Testing results for previous Plan Year
- Basic Plan Document

Section 11 Recordkeeping & Service Agreement

26. This is the Recordkeeping & Service Agreement which outlines responsibilities for all parties.

This Agreement is between Employer listed in Section 2 of this agreement, and Dyatech, for the Retirement Plan listed in Section 3, and will become effective on the date listed in Section 3 and shall remain in effect from plan year to plan year unless changed or terminated in writing

with 60 days written notice by either party. In order for Dyatech to perform the services specified herein, the Employer shall provide Dyatech with a copy of the Employer's Board of Directors' Resolution adopting a 401(k) Plan, and an executed Plan Document and copy of the most recent favorable Internal Revenue Service determination letter on the tax-qualified status of the Plan, if applicable. Dyatech shall provide a prototype plan document (the "Plan") for adoption by the Employer. It is further understood and agreed by the Employer that it is the responsibility of the Employer to provide Dyatech with accurate and timely information on all matters relating to the operation of the Plan.

PLAN ADMINISTRATOR

The Employer agrees to assume the duties and responsibilities as Plan Administrator or to appoint a Plan Administrator other than Dyatech and agrees to indemnify and hold Dyatech (and its affiliates) harmless from any claims arising out of the Plan Administrator's failure to perform its duties. The Plan Administrator's responsibilities include, but are not limited to, ensuring that any deferrals and contributions made to the Plan, when aggregated with any contributions to other qualified plans maintained by the Employer, are within the limitations permitted under Sections 401(a)(4), 402(g) and 415 of the Internal Revenue Code (the "Code"), as amended, relating to maximum contributions to tax-qualified retirement plans.

The Plan Administrator shall provide Dyatech with all information required by Dyatech to perform the services set forth in this Agreement in a format and within the time limits specified by Dyatech from time to time and the Plan Administrator is exclusively responsible for the accuracy of this information. Dyatech will have no obligation to investigate the accuracy of such information or to perform its services for any period of time during which the Plan Administrator has not furnished all information requested by Dyatech in a timely manner. The Plan Administrator shall notify Dyatech of any errors or omissions in any information provided to Dyatech by the Plan Administrator as soon as possible following discovery of such error or omission. The Plan Administrator's remedy and Dyatech's sole liability for any claims, notwithstanding the form of such claims (e.g., contract, negligence or otherwise), arising out of errors or omissions in the services provided by Dyatech shall be for Dyatech to use reasonable efforts to correct any resulting error in its own records or in any reports Dyatech has prepared for the Plan Administrator.

RECORDKEEPING AND REPORTING

Dyatech agrees to function as the RECORDKEEPER for the Plan. The employer agrees to trustee the plan. Dyatech is not the Plan Trustee. Dyatech is not the Plan Administrator and does not act as legal advisor with regard to the Plan. Dyatech does not render tax or accounting advice in connection with the creation, adoption or operation of the Plan. The Employer agrees to seek the advice of counsel, as the Employer deems necessary, as to matters that might arise regarding the adoption and/or operation of the plan.

As RECORDKEEPER, Dyatech agrees to provide the following:

A. INSTALLATION /or CONVERSION

1. Installation of account. Work with PlanLink partner to establish accounts for the plan.

B. PLAN DOCUMENTS - \$350 One-time setup fee

1. Adoption Agreement and board resolution.
2. Summary plan description.
3. Safe Harbor notice, if applicable.
4. Basic Plan Document

C. ANNUAL RECORDKEEPING - \$750 fee

1. Maintain records for each participant's account of the amount eligible for hardship withdrawals, vested amounts, and termination distributions.
2. Distribution processing. Dyatech will advise on distributions and vesting percentages.
3. Contribution processing. Employer shall calculate participant and employer contributions and transmit the contribution data to each brokerage account. Dyatech shall verify the contribution totals are made in good order and calculate the totals submitted by source.
4. Testing for Internal Revenue Code section 402(g) (annual deferral limit), section 415 (annual additions), and section 416 (top heavy test), on basis of this Plan alone unless otherwise agreed to Dyatech will notify the Plan Administrator of the amounts and income to be distributed to participants to comply with sections 402(g) and 415.
5. Completion of IRS Form 5500.

D. SUPPLEMENTAL SERVICES & FEES

1. \$50 Loan Processing Fee. This is deducted from participant's loan proceeds.
2. \$35 Distribution Check Fee. This is deducted from participant's distribution proceeds.
3. \$300 Plan amendments or restatements of prototype document 30 days after document is signed.
4. \$100 Hourly Rate. Any research or time spent on special projects or additional services beyond the scope of this agreement.

FEES

The schedule of fees, included in this document, reflects the charges for the services specified in this Agreement. Dyatech agrees that it will maintain the fees for one year from the effective date of this Agreement. Dyatech reserves the right to increase the processing fees and supplemental service fees at any time. Future Technological or Service enhancements may change this schedule from time to time. If Dyatech receives inaccurate information from the Employer which requires reprocessing or correction of any allocations, valuations, distributions, participant statements or other reports, Dyatech reserves the right to charge the Employer its prevailing rates as contained in the supplemental services & fees section for the additional recordkeeping services necessary to correct such errors. Dyatech will not be responsible for any such added costs incurred as a result of inaccurate or untimely information provided by the Employer. The Schedule of Fees does not include investment-related fees or direct expenses associated with the services provided by Dyatech, e.g., travel expenses, special printing, shipping, Federal Express or similar special delivery charges (if requested).

A. Nonpayment of Fees

In the event that the Employer fails to pay recordkeeping service fees in accordance with the invoice payment provisions, it will hold Dyatech harmless in the event that such failure results in the suspension or cessation of recordkeeping services.

TERMINATION OF SERVICES

Employer and/or Plan Administrator giving Dyatech written notice at least 60 days prior to the effective date of termination may terminate this

Agreement. This Agreement may be terminated by Dyatech upon the occurrence of an "Event of Default" by Employer, provided at least 60 days prior written notice has been given to the Plan Administrator and such default has not been incurred within such period. For purposes of this Paragraph, an Event of Default under this Agreement shall mean: (i) non-payment of any amounts due hereunder to Dyatech by Employer; (ii) non-performance of Employer's and/or Plan Administrator's material obligations hereunder; (iii) if any representation of Employer and/or Plan Administrator is materially breached; (iv) if Employer files a petition for bankruptcy or becomes the subject of an involuntary bankruptcy petition which is not vacated within 60 days of filing or becomes insolvent; or (v) if a substantial part of Employer property becomes subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency. Upon a termination of the Agreement by Employer, such notice must include the name and address of the new recordkeeper and, if appropriate, the name and address of the successor trustee. Upon a termination by Dyatech, Dyatech may declare all amounts due and to become due hereunder immediately due and payable. On termination of this agreement Dyatech shall cooperate with the Employer and successor recordkeeper in the transmission, in usable form, of plan records and participant account data to the successor recordkeeper.

A. Initial Term; Renewal Term: The initial term of this Agreement commences on the effective date first stated above and will end on the two (2) year anniversary date from the effective date, unless terminated earlier as provided in Termination of Services section. Upon the expiration of the initial or any renewal term, this Agreement shall automatically renew for successive terms equal in length to the initial term applicable to ongoing Services unless either party provides the other party with a written termination notice ("Termination Notice") at least sixty (60) days prior to the end of the initial term or any renewal term.

B. Termination for Convenience. Either party may terminate this Agreement (or all or any portion of the Services) at any time, without cause and for its convenience, by giving the other party at least one sixty (60) days prior written notice of such termination.

C. General. Upon a termination of the Agreement by Employer, the Employer must complete a Deconversion Certification Form, such notice must include the name and address of the new recordkeeper and, if appropriate, the name and address of the successor trustee. On termination of this agreement Dyatech shall cooperate with the Employer and successor recordkeeper in the transmission, in usable form, of plan records and participant account data to the successor recordkeeper.

ERRORS AND OMISSIONS

The Plan Administrator shall notify Dyatech of any errors or omissions in any information provided to Dyatech by the Plan Administrator as soon as possible following discovery of such error or omission. The Plan Administrator's remedy and Dyatech's sole liability for any claims, notwithstanding the form of such claims (e.g., contract, negligence or otherwise), arising out of errors or omissions in the services provided by Dyatech shall be for Dyatech to use reasonable and practical efforts to correct any resulting error in its own records or in any reports Dyatech has prepared for the Plan Administrator. To the extent Dyatech does not comply with the terms of this Agreement, and such non-compliance is attributable to the Employer's or the Employer's third party's failure to perform (including providing inaccurate or incomplete data or other information or instructions and/or providing such data, information or instructions to Dyatech on an untimely basis), then Dyatech's corrections or re-performance of any Services shall be treated as additional Services.

LIMITATION OF LIABILITY

Employer and Plan Administrator are responsible for correcting any errors or omissions resulting from inaccurate or incomplete information provided to Dyatech or resulting from a failure to provide such information on a timely basis. In the event an overpayment is made to a Plan participant, Employer and/or Plan Administrator will promptly take all reasonable steps to recover such overpayment.

Dyatech's sole liability and the Employer's sole remedy for those errors resulting solely from Dyatech's negligence in the performance of its services hereunder shall be at Dyatech's own expense to use all necessary efforts to correct such error. Employer and Plan Administrator and Participant will notify Dyatech of any error or omission promptly upon discovery by Employer and/or Plan Administrator and/or Participant, but in no event shall it be more than one hundred twenty days from the previous calendar quarter ending date. Once a participant receives a quarterly participant statement, and the participant does not contact Dyatech with corrections or updates, they acknowledge the statement information is correct and a true reflection of their retirement account intentions. In no event will Dyatech be responsible for special, indirect, incidental, consequential or similar damages of any kind, which Employer or any third party may incur, or experience arising out of or relating to this agreement.

The Employer agrees to indemnify and hold Dyatech and its directors, officers, and employees harmless from and against any liability, loss, cost, and expense whatsoever (including without limitation reasonable attorneys fees and related disbursements) incurred by Dyatech as a result of the Employer's or the Plan Administrator's negligent or wrongful performance or nonperformance of any of its or their obligations under this agreement.

AUTHORIZED EMPLOYER CONTACTS

The following persons are authorized to act and sign on behalf of the retirement plan and have access through Dyatech's website. By granting administrative level access, the person(s) will be able to view plan level and participant level activity and make changes.

Please fill in the Relationship column with one of the following:

Advisor/ Administrator / Company Contact / Trustee.

_____	_____	_____
Print Name and Title	Relationship	Signature
_____	_____	_____
Print Name and Title	Relationship	Signature
_____	_____	_____
Print Name and Title	Relationship	Signature

GENERAL

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors and assigns. This Agreement is intended as a final expression of the agreements between the parties. This agreement can only be modified in writing signed by

both parties. Employer acknowledges that it has consulted, to the extent Employer deems necessary, with legal and tax advisers. The actions of Dyatech will be governed solely by the provisions of this agreement. Dyatech shall not be required to review any action taken by Employer or the Plan Administrator and shall be fully protected in taking, permitting or omitting any actions on the basis of the Employer's action. Dyatech shall incur no liability or responsibility for acting at the direction of the Plan Administrator.

Section 12 Signatures

27. This is the Authorized Signature section for the plan. Please have a trustee or officer of the company complete the section below. Please fax a completed copy of this kit to: Marketing Department 601-914-2329.

Signature: _____

Print Name: _____

Date: _____