



# DYATECH

## PlanSolo

### Overview

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PlanSolo was designed specifically for the business owner with no employees other than a spouse. If you are a business owner who is looking to **maximize your tax savings** through a **flexible** and **inexpensive** retirement plan, PlanSolo is the solution for you.

#### PlanSolo Features:

- 401(k) and Profit Sharing Contributions
- Full Loan Privileges
- Full Service Support
- \$49,000 Annual Contribution

#### Program Fees:

- One-Time Setup Fee \$250
- Annual Recordkeeping Fee \$250

With **PlanSolo**, you receive full-service plan administration and high-quality customer support for a one-time setup fee and one of the lowest annual recordkeeping fees available.

### Corporate Summary

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Dyatech got its start in 2001, providing recordkeeping services to corporations nationwide. Located in Ridgeland, Mississippi, the Dyatech corporate headquarters is near the state capitol of Jackson.

With remarkable growth Dyatech formed a Payroll Services Corporation to enhance its image as an employee benefits solution. With the addition of Payroll Processing Services for small to medium corporations, Dyatech has helped numerous companies streamline their administrative operations. With additional outsourcing solutions Dyatech is able to further enhance its solid track record of continued growth and expansion.

Dyatech is an employee benefits outsourcing solution for small to medium size companies across the country. Dyatech has over 6,000 clients nationwide with a focus on excellent service and high quality employee benefit programs.

### Our Commitment

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There are many complex issues facing businesses today. Dyatech has works very hard to provide a full-service, low cost, technologically advanced product to the small and medium size business market place. This has allowed numerous companies' access to those employee benefits previously only afforded by Fortune 500 companies.

By providing technologically advanced programs we have eliminated inefficiencies that typically drive up the cost of doing business. Each year we reinvest a percentage of our income in technology, such as new web applications or tools to help plan participants.

We are committed to providing high quality highly serviced programs. We work to deliver great customer service and build solid partnerships with our clients.



# DYATECH

## Explanation of Contents:

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

**Section 1 -** Advisor information. Please enter broker dealer information that will be used when Dyatech establishes the investment options with each fund company.

**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 3 -** Employer information. This section requests information related to your retirement plan or one that is being started.

Eligibility of an employee is defined as 12 months of service and the participant has to be at least age 21. This is set in the event you hire an employee, the employee must meet the requirements. Initial eligibility requirements will be waived when the plan is started. You may defer the maximum amount of your compensation defined by law not to exceed \$16,500 for 2010. Roth 401(k) deferrals will be allowed. Compensation is defined as all gross taxable wages and you may defer from bonuses received. Rollovers from an outside 401(k) Plan will be accepted.

**Section 4 -** Investment Options. This is the section where the Core Fund options are selected for the plan.

**Section 5 -** 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 6 -** Employer Banking Information. This section is for collecting banking information in order to setup the automated draft process for employee 401(k) contributions and the payment of Dyatech's administration fees.

Forfeitures may be used to pay administrative expenses or allocated as an additional employer contribution.

Retirement Plan Distributions. This plan allows loans, hardship withdrawals, and in-service withdrawals.

**Section 7 -** Recordkeeping & Service Agreement. This is Dyatech's service agreement with the client. Program fees, authorized representatives, and duties are defined in this agreement.

**Section 8 -** Signatures. This section is the signature section for the Plan Design Kit. Dyatech requires an original signature to create the plan.

Please contact the Marketing Department at 866-651-4222, ext. 500 with questions or comments or to schedule a conference call. Once you have completed the Plan Design Kit, please fax the completed pages to 601-510-9894 or email to [marketing@dyatech.com](mailto: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.

<b>Last name</b>		<b>First Name</b>	<b>Middle Initial</b>
<b>Street address</b>		<b>City</b>	<b>State</b>
<b>Email address</b>	<b>Phone number</b>	<b>Fax number</b>	<b>Zip</b>

Broker / Dealer Name \_\_\_\_\_

Branch Number \_\_\_\_\_

Rep Number \_\_\_\_\_

**Section 2** Company Information

<b>Contact person and title</b>		<b>Tax ID #</b>	<b>Fiscal Year End</b>
<b>Company name</b>		<b>Phone Number</b>	
<b>Street address</b>		<b>City</b>	<b>State</b>
<b>Email address</b>	<b>Fax number</b>	<b>Zip</b>	<b>IRS Plan #</b>

- Type of Entity**
- a.  Corporation (including tax-exempt or non-profit)
  - b.  S Corporation
  - c.  Sole Proprietorship
  - d.  Partnership (including Limited Liability)
  - e.  Professional Service Corporation
  - f.  Limited Liability Company that is taxed as:
    - 1.  partnership or sole proprietorship
    - 2.  a corporation
    - 3.  an S corporation

**Section 3** Employer Information

- Plan Name** \_\_\_\_\_
- Effective date of Dyatech services**
  - This is a new plan and will be effective \_\_\_\_\_.
  - This is an existing plan that will be effective with Dyatech \_\_\_\_\_ and the original effective date of this plan was \_\_\_\_\_.

**Helpful Hints**

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"  
 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.

**Section 4** Investment Options or Core Funds Offered in the Program

3. Investments or "Core Fund Options" for the Plan	Share Class	Ticker Symbol
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
15. _____		

**Default Fund:** \_\_\_\_\_

Dyatech does not offer investment advice. We only supply the trading platform on which the funds are traded and held. Please check fund availability and minimum purchase requirement prior to investing. Mutual funds may close to new investors without warning. Please read a prospectus prior to investing in a fund and consult your investment advisor to select the right investment allocation for you. Dyatech or its affiliates could receive shareholder service fees and/or administrative service fees from selected funds as compensation for providing these services.

Please keep in mind, the default fund does not count as part of your 15 options.

**Section 5** Existing Plan Information

If you have an existing plan, please complete this section. (If you do not currently have a retirement plan, skip to Section 6)

- Does your plan have any non-liquid assets that will not be in cash at the time of transfer to Dyatech?** (i.e., company stock, limited partnerships, life insurance, etc.)
  - No.
  - Yes. Please provide details below:

5. Do you have anyone receiving periodic distribution payments or checks each month?

- No.
Yes. Please provide details below:

6. Dyatech needs to collect the following items in order to process the transfer of your plan:

Table with 2 columns: ITEM, COLLECTED. Rows include Basic Plan Document, Adoption Agreement with any Amendments, Summary Plan Description, and Form 5500 (most recent).

Section 6 ACH Information Helpful Hints

Contribution Processing:

Please complete the following ACH information. The information below will be used to automatically draft your company's payroll checking account for contributions which are part of the company's retirement plan contributions.

Bank Name
Routing Number
Account Number

Please be advised, Dyatech is able to process your contributions more timely and efficiently using the ACH system. Dyatech Service Standards dictate that a client using our ACH processing system receives a guarantee their contributions will be invested within 3 business days.

Invoice Processing:

Dyatech will automatically deduct your invoice from your chosen account 30 days after your invoice is issued.

Please select one payment option listed below for your Dyatech invoice payment:

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENT (ACH DEBIT):

Complete this section if you wish to have all fees associated with the retirement plan administration services deducted from your company's bank account. I (we) hereby authorize Dyatech, hereinafter called COMPANY, to initiate debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account.

I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name
Routing Number
Account Number

CREDIT CARD PAYMENT:

Complete this section if you wish to have all fees associated with the retirement plan administration services charged to your company's credit card. Billing information must match credit card company information for transactions to process.

Type of Credit Card (select one): American Express Discover MasterCard Visa
Card Number Verification# Expiration Date
First Name Last Name
Billing Address City, State, Zip

Section 7 Recordkeeping & Service Agreement

This Recordkeeping & Service Agreement 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, 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.

## PLAN ADMINISTRATOR

The Employer agrees to assume the duties and responsibilities as Plan Administrator or appoint a Plan Administrator other than Dyatech and 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, 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 agrees when a participant has not instructed Dyatech regarding the investment of his/her contributions or accounts their contributions or investment balance will be deposited in the default investment option; to provide Dyatech with information required by Dyatech to make investments, distributions, and payments, provided the information is within the possession of the Plan Administrator; and to notify Dyatech of expenses incurred by the Plan which are to be paid from the plan assets, including all information needed by Dyatech to make a payment or deduct monies.

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 plan sponsor will 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 may arise regarding the adoption and/or operation of the plan.

As RECORDKEEPER, Dyatech agrees to provide the following:

**A. Installation or Conversion.** Dyatech will setup accounts using the census data provided by the Plan Administrator. To insure the installation is done properly, Dyatech requests the data be provided in a pre-approved format.

**B. Plan Documents - \$250 one-time fee billed on effective date of plan.**

1. Adoption agreement and board resolution.
2. Summary plan description.
3. Basic plan document.

**C. Annual Recordkeeping - \$250 annual fee billed on effective date of plan.**

1. Allocation of employee and/or Employer Contributions and Loan Payments to the investment accounts in accordance with the employee's investment election in effect at the time such contributions are made.
2. Contribution processing. Employer shall calculate participant and employer contributions and shall transmit the contribution data to Dyatech; Dyatech shall verify the contributions to the custodian. Wire transfers made in good order upon request of a Dyatech representative shall be invested as of the next investment purchase opportunity or within 5 business days. Our service standards include the following: contributions processed using ACH will be allocated within 3 business days; contributions processed using a check, or any other means except ACH, will be processed within 5 business days.
3. Distribution processing. Our service standards include the following: distribution check processing will be done within 7-10 business days or as soon as administratively feasible, once a properly completed distribution form is received. Dyatech prints and mails distribution checks on Friday of each week, unless it is a holiday. If a Friday is a holiday, checks are processed the preceding business day.
4. Daily toll-free telephone access for participant balance inquiries and transaction processing.
5. Daily online access for participant balance inquiry and transaction processing.
6. Daily online access for the Plan Administrator to balance of each investment fund and participant's accounts.
7. 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.
8. Completion of IRS Form 5500, if applicable.
9. Quarterly reports to each active participant who has an account balance through Dyatech's mutual fund selection, reflecting the participant's balance in each investment account and the total value of the entire plan accounts. Our service standards include the following: quarterly participant statements will be mailed within three weeks after the end of the calendar quarter. Please note: Dyatech is not responsible for reporting on self-directed accounts or assets not traded through Dyatech. Dyatech does not provide quarterly statements to terminated employees who continue to hold a balance in the plan.
10. 1099-R reporting.

**D. Supplemental Service & Fees – billed when service is rendered.**

1. \$125 Loan Processing Fee. Amount is deducted from participant's loan proceeds.
2. \$55 Distribution Check Fee. Amount is deducted from participant's distribution proceeds.
3. \$300 Plan amendments or restatements of prototype document 30 days after the document is signed.
4. \$100 Hourly Rate. Research or time spent on special projects or additional services beyond the scope of this agreement will be billed at this hourly rate.

## FEES

The schedule of fees included in this document reflects charges for the services specified in this Agreement. Dyatech agrees it will maintain the

fees for one year from the effective date of this Agreement. Dyatech reserves the right to increase processing fees and supplemental service fees at any time. Future Technological or Service enhancements may change this schedule. Transactions for conversions, distributions, or deconversions may result in float revenue retained by Dyatech. All such transactions are completed according to Dyatech Service Standards which are outlined in this Recordkeeping and Service Agreement. Dyatech does not control the amount of funds that constitute "float", or the float interest rate earned. However, float compensation can be affected by how, and in some cases how long, the funds are invested pending allocation, payout, or a check clearing the bank.

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, or special delivery charges (if requested).

**Nonpayment of Fees.** In the event 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. Dyatech reserves the right to collect past due recordkeeping fees directly from plan assets if payment is not received within 30 days. Employer and/or Plan Administrator are/is responsible for the prudent and timely activities associated with the ongoing administration of the Plan.

#### **TERMINATION OF SERVICES**

Employer and/or Plan Administrator must give Dyatech written notice at least 60 days prior to the effective date of termination to 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) any representation of Employer and/or Plan Administrator is materially breached; (iv) 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) 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 and Renewal Terms.** 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 second party 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.

**Calculation of Errors.** Notwithstanding any provision contained in this Agreement to the contrary, the term "Losses" shall take into account and be reduced by, and Dyatech shall be credited with, the amount of any financial gains experienced by the Plans, Participants or the Employer during the term of this Agreement that result from any errors or omissions committed by Dyatech under this Agreement. If such gains during any agreement year exceed losses to be funded or indemnified by Dyatech, then the balance of such gains shall be carried over and applied against future losses. In no event will Dyatech be liable for incidental, consequential, punitive, or special damages (including loss of profits, data, business or goodwill or government fines, penalties, taxes or filing fees) regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise.

#### **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 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, arising from 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 attorney 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.

**AUTHORIZATION FOR DIRECT CONTRIBUTION DEBITS**

As the Employer, we hereby authorize Dyatech to initiate debit entries to the company checking account at the depository financial institution named in the ACH section of this kit. I acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law. This authorization is to remain in full force and effect until terminated by a representative of our company and Dyatech has received written notification to cancel the agreement.

**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 advisors. 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.

**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

**Section 8 Signatures**

**This is the Authorized Signature section for the plan. Please have a trustee or officer of the company complete the section below. Please be advised Dyatech will use the information contained in this kit to open mutual fund accounts for the Core Fund Options listed in Section 4 of this kit. Please fax a completed copy of this kit to: Marketing Department at 601-510-9894 or mail originals to Dyatech, 805 S. Wheatley Street, Suite 600, Ridgeland, MS, 39157.**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_