



403(b) PROGRAM COMPLIANCE SERVICES AGREEMENT

THIS 403(b) PROGRAM COMPLIANCE SERVICES AGREEMENT ("Agreement") is entered into between the employer and plan sponsor named below (the "Client"), as Employer and Sponsor of the 403(b) program named below (the "Plan"), and (EAS), Employer Admin Services, Inc.

WHEREAS, the Client has adopted a 403(b) program for the eligible employees of the Client, and wishes to appoint an agent to perform certain non-discretionary plan administration, plan compliance and related services for the Plan, and EAS agrees to provide these services:

NOW, THEREFORE, the Client and EAS agree as follows:

Section 1.0: Responsibilities of EAS. EAS will provide the following administrative, compliance and related services for the Plan:

1.1 Provision of Plan Documents. EAS will provide a Basic Plan Document and an Adoption Agreement to Client, for review and approval by the Client and counsel. The Client will complete and review the documents to assure that they reflect the intended operation of the Plan by the Client. EAS will also provide updates, amendments and restatements of these documents as it deems appropriate to conform to changing statutory and regulatory requirements. The right to use EAS Plan documents is granted and licensed to Client by EAS only during the term of this Agreement, and they should not be used, and may become outdated and non-compliant, after the termination of this Agreement.

1.2 403(b) Investment Products. EAS shall make available and provide through independent agents and broker/dealers investment products that comply with 403(b), including separate annuity contracts that satisfy the requirements of 403(b) (1) of the Code and/or separate custodial accounts for mutual fund shares that satisfy the requirements of 403(b) (7) of the Code. These investment providers will, upon reasonable advance notice, comply with all pertinent written directives of the Client regarding the solicitation of Employees to the extent that compliance is not inconsistent with any law. The 403(b) investment products provided by EAS under the Plan are listed on a Schedule of Investment Providers and Approved 403(b) Investment Products attached to the Adoption Agreement for the Plan, which EAS will update as needed and present to Client for approval and execution.

1.3 Other Approved Investment Providers. In addition to 403(b) investment products provided by EAS affiliates, the Plan may include 403(b) qualified investment products provided by other investment providers. EAS will also include those providers and products, as reasonably requested by Client, and update the Schedule of Investment Providers and Approved 403(b) Investment Products for approval and execution by Client. Other providers must agree to cooperate with EAS in the administration of the Plan. Actual plan investment allocations between available investment products will be directed by Plan Participants under rules provided by the Employer. The allocation of Plan contributions shall be in accordance with the salary reduction or other agreement of the Participant with the Employer, shall be provided to EAS, and shall be promptly updated as it changes. Other investment providers will be expected to agree to cooperate with EAS in the provision of services under this Agreement, including providing 403(b) qualified products and following Plan procedures established hereunder for loans and distributions.

1.4 Common Remitting Services. Client will forward the aggregate contributions and loan repayments (if applicable) for each payroll period to a custodial account (the "Account") per instructions provided by EAS. EAS may change the bank serving as Custodian upon reasonable advance written notice. Client will forward to EAS data relating to participant allocations an agreed upon number days before the forwarding of Client contributions and any loan repayments to the custodial account. EAS will calculate allocation instructions for each payroll period of the Client contributions and any loan repayments among the authorized Plan investment providers (including EAS affiliates) and authorized investment products in the amounts and proportions directed by Plan Participants (and the Client for any default investments or other investment manager, where appropriate) and will submit to the Custodian a report allocating the contributions between Participants, contribution and any loan payment types, and investment

Although these documents are prepared in the form of a prototype document and are represented by EAS to comply with the requirements of Section 403(b) of the Code, Client acknowledges that these documents have not been approved by the Internal Revenue Service (IRS), since the IRS has no procedure for prior approval of 403(b) Plan document forms. The Client acknowledges that it is solely responsible for any changes it makes to plan documents without the approval of EAS. Client acknowledges that documents are provided under a license limited to the term of this Agreement. Upon the termination of this Agreement and the transfer of the Plan to another plan compliance service provider, Client will promptly cease using the EAS plan documents and adopt other plan documents, as needed.

2.2 Other Plan Investment Providers. Client will develop with EAS a list of approved Plan Investment Providers and approved 403(b) investment products. EAS will list these products and providers on the Schedule of Investment Providers and Approved 403(b) Investment Products attached to the Adoption Agreement for the Plan and present the Schedule and any updates to Client for approval and execution. Client will require all approved Investment Providers to execute an agreement acceptable to EAS to (a) comply with Client Plan solicitation guidelines, (b) cooperate with EAS in the administration of the Plan, including cooperation in distributing excess deferrals and contributions, in extending plan loans and distributions, and in returning contributions remitted in error, and (c) providing a hold harmless agreement acceptable to Client and EAS promising to indemnify them for the consequences of providing disqualified investment products or disqualifying administrative services and for its errors in operating its investment funds under the terms of the Plan.

2.3. Participant and Plan Data. The Client will provide data on Participant elective deferral contributions, and the division of elective deferrals between Pre-tax (Traditional) Deferrals and Roth Deferrals (if Roth Deferrals are allowed), Participant investment directions on salary reduction agreements (or other applicable investment direction), addresses and accounts for remittances to other Investment Providers, Participant compensation, any other contributions, loan payments (if applicable) and the dates of Participant severance from employment. Also, the Client will provide Participant dates of birth, addresses, Social Security Numbers, and will provide and verify information upon the request of EAS on eligibility to participate in the Plan and such other information as EAS may reasonably request for the administration of the Plan. Although some of this data may be provided by a prior administrative services provider or payroll vendor who may ultimately be responsible, as between the Client and EAS, the Client is responsible for the accuracy, timeliness and completeness of all of this data. Data will be provided in a format acceptable to EAS, in magnetic or electronic media, unless otherwise agreed by EAS. Should the Client fail to deliver (or cause to be delivered) accurate information in a timely basis to EAS, EAS will not be responsible for meeting regulatory deadlines or other compliance requirements and the Client will be responsible for any resulting fines, penalties or corrective actions.

2.4 Contributions. The Client (directly or through a third-party payroll vendor) will withhold participant elective contributions and remit such contributions and other contributions provided under the Plan to EAS on a timely basis as established by regulatory authorities from time to time. EAS will not be responsible for monitoring the amount and timeliness of such contributions. The client will also withhold and remit to EAS payments on any participant loan that is payable by payroll deduction, if any, to the extent the participant receives current employee compensation from the Client and the Client or payroll vendor is notified about the amount and timing of loan payments. EAS cannot accept contributions on behalf of a Participant until it has received a completed investment allocation from the Participant or the Client. Although EAS will generally accept contributions for remittance to all Investment Providers approved by Client under the Plan, EAS cannot accept contributions for providers which refuse to cooperate with EAS in the administration of the Plan.

2.5 Authorized Representatives. Client will designate at least one individual to serve as a primary contact for the Client and at least one individual to serve as a backup contact. The authorized representatives for the

Client is: _____

Unless the authority of these individuals is expressly limited by the Client in writing, EAS shall be entitled to rely on the authority of these individuals to act for the Client, to rely on any information or authorizations provided by such individuals, and to receive any Plan or participant information and Plan reports or notices. EAS will similarly designate primary and backup contacts, but notes that only individuals who are designated as a Vice President or higher are authorized to execute contracts or amendments for EAS.

2.6 Other Retained Duties. The Client specifically agrees that it has retained or assigned to Investment Providers or other third parties the duties of: (a) determining the employees eligible to participate in the Plan, (b) except for EAS affiliate products, obtaining and retaining beneficiary designations for death benefits under the Plan and determining

the recipients of any death benefits, (c) filing regulatory reports not mentioned above, (d) retaining an auditor for the Plan to provide audit reports, if required or desired, (e) providing any copies of plan documents to Plan participants and beneficiaries upon request, (f) interpreting the Plan, (g) making discretionary decisions about Plan administration, (h) establishing claims review procedures and conducting a review of claims filed or appeals, (i) establishing other internal administrative procedures and forms, (j) adopting plan amendments provided by EAS that are necessary to maintain qualification of the Plan, (k) conducting any other administrative activity not referred to above. EAS will assist with these activities upon reasonable request. EAS may charge hourly fees for any extraordinary assistance or additional services in accordance with the fee schedule.

Section 3.0 Miscellaneous

3.1 Termination. Client or EAS may terminate this Agreement at any time, upon sixty (60) days prior written notice to the other party. EAS agrees to deliver to Client or its designee, all records reasonably necessary for the continuing operation of the Plan in the standard EAS format at the hourly fees established for extraordinary services in the fee schedule. Should any other formats be required, additional fees at hourly rates will be charged. Any termination will be revocation of EAS's license to the Client's use of EAS's Plan documents and other administrative forms.

3.2 Fees, Payment, Other Revenue. EAS will charge fees for its services in accordance with the Fee Schedule attached to this Service Agreement, and will bill these fees to the Client as Plan sponsor, to be paid by the Client, by Investment Providers, out of Plan contributions or assets as provided in the Fee Schedule, or as specifically instructed by the Client in writing. If the Client agrees to pay the fees, but either (a) does not do so within 60 days from the date of the Fee Invoice, or (b) the client instructs EAS to pay the fees from Plan contributions and EAS accepts such instructions, the fees will be paid out of contributions and, if necessary, allocated to participant accounts.

The Fee Schedule shall remain in effect in the amounts described in Fee Schedule for a term of two plan years in which EAS is providing administrative services. Thereafter, any changes to the fee agreement will be supplied to the client 60 days prior to the effective date of the changes.

In addition, Client acknowledges that EAS and its affiliates may receive investment earnings on any common remitting clearing account for Plan contributions and investment management and other fees and expense reimbursements from the EAS affiliate investment options included in the Plan, including payments from outside fund providers. Fees may include investment management fees (for funds managed by an affiliate of EAS), 12b-1 fees, service, distribution and accounting fees which relate to the distribution, marketing and sub-accounting activities performed by EAS for the funds. Client understands that the Fee Schedule attached to this Agreement will consist of fees that have been adjusted to reflect the expected receipt of such outside fees by EAS or an affiliate. EAS will retain these investment fees without an offsetting reduction of the fees to be paid by the Client under this Agreement.

3.3 Hold Harmless Agreement and Indemnity. EAS and the Client agree that they will each be responsible for the prompt and complete performance of the services each has agreed to provide under this Agreement, as set forth above. In addition to these undertakings, the parties assume the following responsibilities:

(a) *Hold Harmless Agreement of EAS:* EAS shall indemnify and hold harmless the Employer, any member of the governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made due to the negligence of EAS or failure of EAS to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by the Employer or Employees or their willful misconduct or negligence. EAS, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against the Employer, members of the governing board, and Employees based on any claim, demand or suits covered by this indemnification. Any settlement or judgment rendered against the Employer, any member of the governing board, or Employees related to this indemnification shall be satisfied by EAS, provided that the Employer notifies EAS, in writing, within ten (10) business days of receipt of such claim or demand. EAS's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

(b) *Other Providers:* If the services provided by EAS under this Agreement were previously provided by the Employer or a third party, the Employer agrees that EAS shall not be responsible for any failure of the prior plan document or administrative services to comply with the requirements for tax sheltered accounts under Section 403(b) of the Code, other applicable law, or the prior Plan. EAS is also not responsible for the accuracy and completeness of participant and payroll data provided by the Employer or any third party provider. Employer agrees

that EAS and its affiliates and employees will be indemnified by any responsible third parties from any claim asserted against any of them for any of these reasons, and will further be indemnified from any cost and expense they incur, including reasonable attorneys fees, due to the assertion of such a claim, or by the Employer if not adequately indemnified by third parties. Nothing herein will prevent the assertion of any claim directly against any third party by EAS or the Employer.

3.4 Notices. Notices or other communications under this Agreement shall be hand delivered, mailed by first class mail, postage prepaid or via an overnight mail service (such as Federal Express), addressed as follows, or as changed by notice:

a) To EAS:

Employer Admin Services, Inc.
Attn: Employer Services.
11440 N. Jog Road
Palm Beach Gardens, FL 33418

b) To Client: _____

3.5 Entire Agreement; Supplements and Amendments. This Agreement generally constitutes the entire agreement between the parties, merging all prior discussions. It may be modified by written side agreements executed by all parties along with this Agreement. It may be further supplemented, but not modified, by EAS from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Agreement may be amended at any time, but only by written agreement signed by the parties.

3.6 Assignment. Some or all of the rights and duties of EAS hereunder may be assigned to an affiliate of EAS, or to any successor through merger, reorganization, or sale of assets. Some or all of the duties of EAS may also be performed by others under subcontract to EAS, without the release of EAS for responsibility for such services. EAS may, by letter or other writing, agree to extend this Agreement to any other plan of the Client or plans sponsored by affiliates of the Client. Otherwise, no party may assign this Agreement nor any rights or duties hereunder without the written consent of the other party.

3.7 Governing Law. Except to the extent governed by federal law, this Agreement shall be governed by and constructed according to the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by authorized Client representatives effective as of: Date: _____, 20____.

CLIENT

By: _____
Title: _____
(Authorized Client Representative)

Employer Admin Services, Inc.

By: _____
Title: _____
(EAS Authorized Officer)

FEE SCHEDULE

Fees for all services rendered under this Agreement will be waived by EAS if the client executes the attached Consulting Services Agreement with Kades-Margolis Corporation.