

## Solo(k) Plan Installation Application – Step 1

### Company and Ownership Information

Company's Legal Name	Employer ID # <small>(EIN cannot be SSN – use IRS SS-4 to receive EIN)</small>	Reporting Year End <small>(MM/DD)</small>
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Street Address	City	State	Zip
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Owner Name, Title	Email	Phone Number	Social Security Number
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**Business Entity Type:**    Corporation    Partnership    Sole Proprietorship    S-Corp    LLP    LLC  
 Inception Date: \_\_\_\_\_ (\*If an LLP or LLC, the company is taxed as a:  Corporation    Partnership)

Does the company have employees other than the business owner or spouse/business partner?  
 Yes    No   **If yes, please contact Pension Inc. for additional information.**

Has the company or any of its owners purchased or maintained ownership with any other business entity?  
 Yes    No  
 If yes, provide details: \_\_\_\_\_

Does the company or any of its owners sponsor any other qualified retirement plans?  
 Yes    No  
 If yes, provide details: \_\_\_\_\_

Will this be a transfer of an existing Solo(k) Plan?  
 Yes (list existing Plan Name \_\_\_\_\_ Plan EIN \_\_\_\_\_)    No

If yes, list prior provider contact information and attach a copy of the current plan adoption agreement with this application.

Provider Name	Email	Phone Number
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### Financial Consultant Information (May be Broker or Advisor)

Please indicate if account will utilize    Pension Inc/Mid Atlantic open architecture fund trading platform    outside brokerage account

The following contacts will be established with online plan access unless otherwise indicated.    no access granted

Please indicate the financial consultant is a    fee-based advisor    commissionable rep

Financial Consultant Name (REQUIRED)		Firm	
Email Address		Phone Number	Fax Number
Street Address		City	State      Zip

Accountant		Firm	
Email Address		Phone Number	Fax Number

Return all completed documents to Pension Inc. via fax (920) 432-7101 or via email [Gen@PensionInc.net](mailto:Gen@PensionInc.net). At time of submission, please remit \$500 set up fee payable by check to "Pension Inc." and mail to "1980 Commercial Way, Green Bay, WI 54311." Questions, call (920) 432-7020. Implementation of the account will not proceed until the setup fee is received by Pension Inc. *Pension Inc. can file for EIN for \$200 service fee.*

Information Submitted By	Email	Phone Number
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## THIRD PARTY ADMINISTRATOR SERVICE AGREEMENT

- Vendor Partner Plan
- Solo(k) Plan - Brokerage
- Solo(k) Plan – Daily Valuation
- Self-Directed Brokerage Account Plan

### PARTIES

This Third Party Administrator Service Agreement (“Agreement”) is entered into on the Effective Date set forth below between Pension Inc., hereinafter referred to as the Third Party Administrator (“TPA”), and the Employer (“Plan Sponsor”), which has established and maintains the Plan (“Plan”).

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

**Employer:** \_\_\_\_\_

**Plan:** \_\_\_\_\_

It is hereby agreed as follows:

### EFFECTIVE DATE

- This Agreement shall commence on the Effective Date indicated above and shall continue in effect throughout the Plan Year in effect as of the Effective Date (regardless of whether that Plan Year is later changed).
- This Agreement shall automatically renew for successive one-year terms commencing on the first day of each Plan Year.

### SERVICES

- The TPA will provide the services as described in Schedule A and be compensated for such services as indicated in Schedule B. In connection with these services, the TPA shall interact with the Plan Sponsor of the Plan to enable both parties to conduct and fulfill their respective responsibilities in the most efficient manner.
- The TPA retains the right under this Agreement to hire or retain agents or other personnel to assist in the completion of its duties and responsibilities.
- If the Plan provides for individual participants to establish a Self-Directed Brokerage Account (“SDBA”) within the Plan for investing in assets outside of the Plan’s core menu, the Plan Sponsor agrees to abide by the procedures defined by the TPA to administer such accounts and be subject to appropriate document requirements in connection with providing these services.
- Upon request by the Plan Sponsor, the TPA may provide services (“Consulting Services”) in addition to those described in Schedule A. If additional services are required which are not described in Schedule A, a charge based on the time and expense will apply.

### FEES

- The Services as described in Schedule A attached to this Agreement shall be subject to the Fees as described in Schedule B attached to this Agreement. Special Consulting Services shall be subject to the Fees as described in Schedule B with a one (1) hour minimum.
- Fees are billed on a quarterly basis or at the time of Service as described in Schedule B.
- Fees are due upon receipt and shall be considered delinquent sixty (60) days after the billing date. If Fees are delinquent, the Plan Sponsor authorizes the TPA to withdraw delinquent Fees from the Plan to the extent permitted by law. In no event does the TPA have responsibility to perform Services if Fees are over sixty (60) days past due.
- Fees are subject to change upon written notice to the Plan Sponsor and the TPA will notify the Plan Sponsor of the proposed effective date of the change. Unless the Plan Sponsor objects to the proposed change before the date on which it becomes effective, the Plan Sponsor will be deemed to have agreed to the proposed change. If the Plan Sponsor objects and gives written notice of its objection to the proposed change before the change becomes effective, the Plan Sponsor will have sixty (60) days from the date of its written notice of its objection to the proposed change within which to either reach a new agreement with the TPA or to locate and retain new service providers.
- The TPA may receive additional compensation from other sources in relation to the Plan. The TPA will disclose to the Plan Sponsor the monetary value of additional compensation received. Any additional compensation received by the TPA will be retained by the TPA.

### LIMITATION ON SERVICES

- The TPA does not and will not provide investment advice, for a fee or otherwise, to any person including the Plan Sponsor or the Plan’s participants and beneficiaries.
- The TPA exercises no control over the assets of the Plan or discretionary authority or control over the administration of the Plan.

The Plan Sponsor has the sole discretionary authority and control over the administration of the Plan, and exclusive control over the assets of the Plan. The Plan Sponsor acknowledges that the TPA and its employees are not the Administrator of the Plan as that term is defined in ERISA.

- The TPA is not an attorney or a law firm and does not provide legal advice. The Plan Sponsor should consult with an attorney experienced in employee benefit plan matters regarding any questions or concerns that the Plan Sponsor may have relative to the Plan's qualification, coverage of employees, and any other issue of a legal nature.
- The TPA does not guarantee the timing of transactions with regard to purchasing of contributions, investment fund transfers (participant-initiated or otherwise), distributions, or any other transactions within the Plan.
- Certain services may be provided by the Plan Sponsor's Designated Representatives ("Representatives"). This Agreement is not intended to specify the rules, responsibilities or services offered by these Representatives in regard to the Plan. The TPA has no responsibility for any services provided by these Representatives and the TPA makes no representations or warranties regarding such services.

## **PLAN SPONSOR RESPONSIBILITIES**

- The Plan Sponsor shall be responsible for and agrees to maintain the original and/or copies of all, electronic or otherwise, participant election/enrollment forms, beneficiary designation forms, legal documents including the plan document and/or plan adoption agreement, plan amendments, policies and procedures, discrimination testing, government reporting and any other documents relative to the qualified or legal status of the Plan.
- The Plan Sponsor or its Representatives shall provide the TPA with requested information on a timely basis and will be responsible for ensuring that the provided information is accurate and complete. The TPA will rely exclusively on information provided by the Plan Sponsor or its Representatives, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. The Plan Sponsor acknowledges that inaccurate information, incomplete information and/or late information will result in additional fees for Special Consulting Services and could result in penalties and possibly Plan disqualification. The TPA assumes no responsibility for, and shall not have any liability for, any consequences that result from the TPA's inability to complete its work in the ordinary course of its business due the failure of the Plan Sponsor or its Representatives to provide timely, complete and accurate information to the TPA.
- The Plan Sponsor shall be responsible for the timely filing of all government reports that the TPA prepares. The Plan Sponsor acknowledges that failure to timely file the required government reports may result in penalties which shall be the sole responsibility of the Plan Sponsor (and not the TPA) if assessed.
- The Plan Sponsor shall be solely responsible for making sure that funds are actually contributed to the Plan when required for tax deductibility and to comply with ERISA and DOL Regulations. The Plan Sponsor shall be responsible for remitting all contributions as required by the Plan document, ERISA and other federal regulations. The TPA takes no responsibility for verifying the amount or timeliness of contributions to the Plan.
- ERISA §412 requires that, with certain exceptions, every fiduciary of an employee benefit plan and every person who handles funds or other property of a plan shall be bonded in accordance with the provisions of that section. The Plan Sponsor shall be responsible for obtaining and maintaining the bond required by that section. The Plan Sponsor shall be responsible for notifying the TPA of the insurance carrier and the face amount of the bond.
- The Plan Sponsor acknowledges that the Plan's operation and tax qualification is affected by other plans sponsored by the Plan Sponsor (whether currently active or terminated and whether or not the TPA administered(s) the plan) and that other companies owned partially or entirely by, or related to, the Plan Sponsor or its principals may also affect the Plan. The Plan Sponsor shall be responsible for informing the TPA of the existence of such other plans or companies and of notifying the TPA when there is a change in this information or in the tax filing status of the Plan Sponsor (e.g., a change from S corporation to C corporation status, a change to an LLC, etc.). The TPA is not responsible for plan defects that result from a lack of timely communication of a change in the business entity type or ownership. The Plan Sponsor agrees to notify the TPA within thirty (30) days prior to any change in ownership and/or percentages of ownership of the Plan Sponsor. The Plan Sponsor agrees to notify the TPA within thirty (30) days prior to any acquisitions, mergers or spin-offs involving the Plan Sponsor and/or owners of the Plan Sponsor.
- The Plan Sponsor shall be responsible for providing the necessary information to participants, including notices, elections, and reports required by law.
- The Plan Sponsor shall be responsible for advising participants to register, set-up and routinely monitor online account(s) for the Plan. The Plan Sponsor shall be responsible for advising participants to use strong and unique passwords for online account(s) and to maintain the confidentiality of passwords for online accounts for the Plan.
- The Plan Sponsor shall be responsible for reviewing reports or other items prepared by the TPA on a regular basis. The Plan Sponsor shall be responsible for notifying the TPA of any errors or inconsistencies on any reports or other items.
- The Plan Sponsor shall be responsible for all discretionary decisions relating to the Plan, including the interpretation of plan document provisions, the determination of eligible employees and proper vesting of their accounts, the evaluation of claims made by participants for plan benefits, the investment of plan assets, distribution of plan benefits and the payment of plan service providers. To assist the Plan Sponsor, the TPA may, when requested, provide advice to the Plan Sponsor about such matters (but not about investments).

## **REPRESENTATIONS**

- The Plan Sponsor represents that it is a fiduciary for the control and management of the assets of the Plan, including without limitation, the selection and monitoring of service providers for the Plan, interpretation of the Plan provisions, evaluation of claims made by and the eligibility of Participants, whether to follow the Employee Retirement Income Security Act of 1974, as amended

("ERISA"), §404(c) and/or the selection of Qualified Default Investment Alternatives ("QDIA"), the advisability of insurance policies, and all other ERISA Plan Administrator responsibilities. The Plan Sponsor shall comply will all laws and regulations regarding the form and operation of the Plan. The Plan Sponsor acknowledges the TPA and its employees are not fiduciaries of the Plan or any trust, nor are any of them the Plan Administrator or Trustee of the Plan as that term is defined in ERISA or the Investment Advisors Act of 1940.

- The Plan Sponsor represents that before this Agreement was entered into, the Plan Sponsor received disclosures from the TPA concerning its Services and Fees and agrees the disclosures received were adequate and sufficiently in advance to make an informed decision to engage the TPA.
- The Plan Sponsor acknowledges that it has selected and approved the Plan investments, Plan investment lineup, and, if applicable, any investment outside the platform lineup in its Plan, and that the TPA has not provided investment advice with regard to any such selections.
- As a fiduciary, the Plan Sponsor is responsible for monitoring the performance of anyone providing services to the Plan, including the TPA. The Plan Sponsor must review the reports or other items that the TPA prepares for it on a regular basis and notify the TPA immediately of any errors or inconsistencies that the Plan Sponsor identifies on any report, form, or other communication from the TPA. The Plan Sponsor must similarly monitor its other service providers.
- If the Plan offers to participants the option of Self-Directed Brokerage Accounts ("SDBA"), the TPA is not responsible for monitoring the access to any such accounts, the Plan assets invested in such accounts, or the risks of violating ERISA that may arise, including but not limited to:
  - Verifying that the SDBA option has been made available in a manner that is nondiscriminatory.
  - Monitoring such accounts for, or identifying, prohibited transactions that may occur through the use of such accounts.
  - Advising the Plan Sponsor regarding additional bonding requirements that may result from investments in anything other than "qualifying assets" in such accounts.
  - Identifying and preparing tax forms in relation to Unrelated Business Taxable Income that may result from certain investments in such accounts.
  - Determining whether the fees and expenses charged to participants from maintaining such accounts are reasonable and nondiscriminatory.
  - Ensuring applicable information regarding SDBAs are included on all applicable disclosures required by regulation.
  - To the extent that financial information on the SDBAs is not provided to the TPA automatically, the Plan Sponsor is responsible for sending the TPA copies of statements outlining all transactions during the year in such accounts. The statements will be used strictly for administrative purposes and will not be reviewed for any fiduciary or compliance issues.

#### **CONFIDENTIALITY**

- The TPA will take reasonable precautions to keep Plan Sponsor information confidential. All information and advice furnished by the TPA to the Plan Sponsor, its Representatives or its employees shall be treated as confidential, shall not be used for any purpose other than as contemplated by this Agreement and shall not be disclosed to any third party except as agreed upon in writing or as required by law or plan arrangement.

#### **INDEMNIFICATION**

- The Plan Sponsor shall indemnify and hold the TPA and its directors, officers and employees harmless from any and all losses, damages, penalties, liabilities, costs, and expenses, including without limitation, reasonable attorneys' fees and disbursements (collectively referred to as "liability") that may be incurred by, imposed upon, or asserted against the TPA by reason of any claim, regulatory proceeding or litigation arising from this Agreement, or any action taken or omitted in connection herewith, except any liability resulting from the TPA's own gross negligence.

#### **TERMINATION OF AGREEMENT**

- This Agreement may be terminated by either the Plan Sponsor or the TPA on sixty (60) days written notice, or on such shorter time as the Plan Sponsor and the TPA may agree to in writing. Notice shall be deemed effective as of the date the written termination is deposited in the United States Mail, or on such date that the party giving notice of termination delivers the notice electronically (for example, by email) using such means as the Plan Sponsor and the TPA have used to communicate in writing during the period that this Agreement has been in effect.
- This Agreement shall be terminated upon the termination of the Plan covered by this Agreement.
- Upon termination of this Agreement, all Fees owed to the TPA, including Fees for Services for the current year through the date of termination of this Agreement shall be immediately payable in full.

#### **ENTIRE UNDERSTANDING**

- This Agreement relates solely to services to be provided by the TPA in its capacity as a plan service provider as generally outlined in Schedule A with respect to the Plan. The TPA may provide other services to the Plan or the Plan Sponsor which are not generally outlined in Schedule A. Such other services, which are generally not outlined in Schedule A, shall not be governed by this Agreement.
- This Agreement supersedes all prior negotiations, agreements, and undertakings between the TPA and the Plan Sponsor.

**APPLICABLE LAW**

- This Agreement shall be construed and governed by the laws of the State of Wisconsin, except to the extent that, under principles of pre-emption, federal law of the United State governs.

**HEADINGS**

- The headings in this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

**FORCE MAJEURE**

- Notwithstanding any provision contained in this Agreement, neither the Plan Sponsor nor the TPA shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies (including but not limited to terrorist attacks); strikes; lack of available resources from persons other than parties to this Agreement; labor disputes; electrical equipment or availability failure; fires; floods; acts of God; federal, state, or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence is unable to prevent, whether of the class of causes hereinbefore enumerated or not. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.

**PLAN SPONSOR**

- For any and all purposes referenced in this document, the term "Plan Sponsor" shall mean the legal organization which adopted the Plan under the terms of the plan and trust documents and shall include any related organizations which adopted the Plan as a participating employer.

By entering into this Agreement, the Plan Sponsor acknowledges and certifies that the individual signing this Agreement is the Responsible Plan Fiduciary ("Fiduciary") for the Plan and such individual is authorized to enter into this Agreement on behalf of the Plan Sponsor. The Plan Sponsor acknowledges the Services and Fees described in this Agreement were disclosed to the Fiduciary reasonably in advance of the date on which this Agreement is signed.

**Employer:** \_\_\_\_\_

**TPA:** Pension Inc. \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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