

Solo 401k Administrative Services Agreement

This Administrative Services Agreement ("Agreement") is made and effective ____/____/____, by and between _____, ("Trustee", "Plan Sponsor" or "Sponsor") and 401kAdministrators.com ("401k Administrators").

1. Plan Administrative Services.

Plan Sponsor proposes to establish a Solo 401k plan ("Plan") using 401kAdministrators as the Third-Party Administrator for technical and administrative support services. Plan Sponsor shall be the Trustee of the Plan.

2. Sponsor's Obligations.

Plan Sponsor shall serve as the plan administrator, plan fiduciary, trustee, plan sponsor, and investment adviser or retain others to perform such services. Plan Sponsor shall provide 401k Administrators certain required information such as the name, date of birth, age, ownership percentage, annual compensation, loans, redemptions and salary deferrals of all employees, and any employer contributions to the 401k plan. Plan Sponsor shall also report the existence of any controlled or affiliated companies created or acquired by Sponsor or Sponsor's spouse. Sponsor shall provide all information requested by 401k Administrators within 15 days of request. 401kAdministrators.com shall be named as an "interested party" on all accounts to receive copies of account statements and transaction confirmations. Sponsor hereby agrees to defend, indemnify and hold 401k Administrators harmless from any and all liability and claims, including, but not limited to damages, court costs, legal fees, and costs of investigation.

3. Administrator's Obligations

401k Administrators shall conduct the initial plan review, coordinate the plan provisions, furnish IRS-approved 401k plan and profit sharing documents under a revocable license, prepare a summary plan description and provide a plan administrator's guide, provide record-keeping services, loan administration, including preparation of loan repayment schedules and tracking repayments, and administration of distributions, including calculation of benefits and vesting as approved by the Plan Administrator. 401k Administrators shall also assist in compliance with IRS regulations, eligibility, contributions, and benefits, conduct top-heavy, coverage, and ADP/ACP nondiscrimination testing, if necessary, and prepare signature ready Form 5500 or 5500 EZ. If you have multiple 401k plans, or you only open a ROTH after-tax account under this 401k plan, (you already have or do not wish to have a traditional pre-tax 401k account), 401k Administrators will not be responsible for the tax reporting of your 401k plans. You will need to consider all of your 401k plans and 401k accounts when determining your tax reporting obligations (i.e. IRS Form 5500 or 5500EZ and accompanying schedules). If you only open a ROTH after-tax account under this 401k plan, you will be responsible for preparing and filing Form 5500 and 1099-R's for all of your accounts and 401k plans.

Nothing in this agreement will be deemed to make 401k Administrators a fiduciary or party or legal counsel to the Plan, Plan Sponsor, Trustees or Participants and 401k Administrators is not a Plan Administrator as defined in ERISA Section 3(16)(A) of Title I, or Trustee, Sponsor, or Investment Advisor. 401k Administrators shall have no discretion or authority over plan assets and shall have no obligation to allocate or diversify investments. 401k Administrators is not responsible for the terms of the plan, its continued qualification or any tax liability, which may be imposed on the Plan, Plan Sponsor, Plan Administrator, participant or beneficiary. Sponsor understands and agrees that certain laws and governmental regulations apply to the Plan if it is to obtain and maintain qualified status under Section 401(a) of the Internal Revenue Code ("IRC") and that it is Sponsor's responsibility to comply with applicable laws and regulations and for any taxes and/or penalties levied due to such failure.

4. Term.

This agreement shall remain in force until terminated, and either the Sponsor or 401k Administrators may terminate this agreement without a termination charge upon thirty (30) days written notice to the other. Upon termination of this agreement, Sponsor must appoint a successor Third-Party Administrative Service Provider who provides their own 401k plan document. Sponsor shall notify 401k Administrators in writing of the name of said successor Administrative Service Provider. Upon termination of this agreement, the revocable license granted to Sponsor to use the 401k plan document furnished by 401k Administrators shall expire.

5. Fees.

401k Administrators shall receive an annual fee equal to one-quarter of one percent (¼ of one percent) of the total plan assets. The administrative fee is pro rated, assessed quarterly and subject to change by 401k Administrators upon written notice to the Plan Sponsor at least 3 months in advance. You must select a method of payment for the administrative services. You may pay by automatic bank transfer, by credit card or by PayPal. To keep administrative costs down, **we prefer you pay by automatic bank transfer.**

Please choose one of the following methods of payment:

Sponsor agrees to pay administrative fees by **automated bank draft:**
 Bank Name & address: _____
 Account number: _____ Routing #: _____
****Please attach a voided check (Do not use the routing number from your deposit slip)**

Sponsor agrees to pay administrative fees by **credit card.** (If you choose to pay by credit card, you will be assessed the surcharge charged by the credit card processing company, currently about 2.39% plus 25 cents per transaction).
 Visa **Mastercard** **Discover Card** **American Express**
 Account number: _____ Exp: ____/____ Security Code: _____
 Name on card: _____
 Billing street address: _____ City, State, Zip: _____

Sponsor agrees to pay administrative fees by **PayPal:** (If you choose to pay by *PayPal*, you will be assessed the surcharge charged by *PayPal*, currently about 2.99% plus 30 cents per transaction).
 Paypal account email address: _____

6. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery, email, or by certified mail, postage prepaid, or recognized overnight delivery services.

Notices to Sponsor: Email address: _____
 Sponsor's Street Address, City, State & Zip code: _____

Notices to Administrator: info@401kAdministrators.com, or 401k Administrators, Attn: Craig Lewis Gillooly, 1205 Prospect St. Suite 400, La Jolla, CA 92037, (858) 454-7090; fax: (888) 448-3668.

7. Beneficiary designations

Primary beneficiary: Name _____ Relationship: _____ SS#: _____ %: _____
Primary beneficiary: Name _____ Relationship: _____ SS#: _____ %: _____

**If your primary beneficiary is anyone other than your spouse, your spouse must indicate their consent by signing here: _____

Secondary: Name: _____ Relationship: _____ SS#: _____ %: _____
Secondary: Name: _____ Relationship: _____ SS#: _____ %: _____

8. **Census**

Please provide the name, individual social security number and date of birth of every participant in this 401k plan:

8a. Name: _____ SS#: _____ DOB: _____

8b. Name: _____ SS#: _____ DOB: _____

If more than one participant, nature of relationship: Husband and wife Business Partner:
(Each participant must be either a spouse or a more than a 5% owner).

Number of your employees who work more than 1,000 hours a year and own less than 5%: _____
Are you a Sole Proprietor? _____ Are you Incorporated? _____ Your ownership percentage _____%
Are you a Professional Corporation? _____ Designation: _____
Are you a Partnership? _____ Number of business partners: _____ Do they all own more than 5%? _____
Are you an LLC? _____ Your ownership percentage _____%
If you are an LLC, how are you taxed?

_____ as a single member pass through (Sole Proprietorship)
_____ as a partnership
_____ as a corporation

Do you or your spouse own or control any other companies with non-owner employees? _____

9. **Sponsorship of prior qualified retirement plans**

Have you previously sponsored a qualified retirement plan? _____. If so, list the number of plans and the type(s) of plans: _____.

10. **Miscellaneous Provisions**

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California and Sponsor consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Except as provided in paragraph 5, this agreement may only be modified by a written agreement signed by both parties. 401k Administrators may assign this Agreement or any interest herein without Sponsor's express prior written consent. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

Plan Sponsor has executed this Agreement as of the date first above written.

Trustee/Plan Sponsor Signature