

# **SERVICE PROVIDER AGREEMENT**

## **Deferred Compensation Program**

### ***IMPORTANT NOTICE***

Employer certifies that it is an employer eligible to sponsor a DCP program and accepts all liability for this determination.

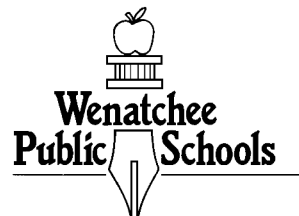
As consideration for approved Service Provider status, the Service Provider identified below agrees to the terms and conditions of this Agreement with respect to purchases, sales, transfers and other transactions related to the servicing of 457 DCP contracts and/ or custodial accounts 457 DCP plans that are processed through the Service Provider. Employer and Service Provider agree to the following terms and conditions:

#### **1. Service Provider Responsibilities**

- a) Service Provider shall be responsible for ensuring that the Employee does not exceed the elective deferral limits. This applies only to deferrals being directed to this specified service provider and is based on the accuracy of information.
- b) Service Provider shall offer only DCP 457 qualified products or custodial accounts, the terms of which comply with Applicable Law.
- c) Service Provider shall be responsible for reporting and withholding taxes on distributions it makes directly to Employees and/ or their beneficiaries, as appropriate. For purposes of satisfying the restrictions of Applicable Law, Service Provider may rely on employee certification of the reason for the distribution if the DCP 457 plan permits direct employee distribution requests through the Service Provider. Further, Service Provider may rely upon any information received for the

Employee, Employer or prior service provider in the event of a transfer.

- d) The Service Provider shall provide eligibility of rollover notice to the Employee and the right to directly



roll over eligible distributions as required by law.

- e) Service Provider shall upon reasonable advance notice, comply with all pertinent written directives regarding the solicitation of Employees to the extent compliance is not inconsistent with any law.
- f) Service Provider shall, in the event of an income tax audit of Employer, cooperate in providing necessary information to the Employer regarding DCP 457 plans of employees provided by Service Provider.
- g) Service Provider 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 the Service Provider or failure of the Service Provider 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. Service Provider, 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 Service Provider, provided that

- h) Employer notifies Service Provider, in writing, within (20) business days of receipt of such claim or demand. Service Provider's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

**2. Employer Responsibilities**

- a) Employer shall permit all employees that are eligible under Applicable Law to Participate in its DCP 457 program.
- b) Employer shall make available to each employee a current list of approved service providers.
- c) Employer shall permit Service Provider to have reasonable access to eligible employees, in accordance with its written directives on employee solicitations, to enable Service Provider to meet its obligations hereunder.

**3. Both Service Provider and Employer**

This Agreement may be modified, amended or terminated by Employer or Service Provider upon thirty (30) days written notice to the other party, except that no such change shall affect any liability incurred by either party prior to its occurrence.

This agreement supersedes all prior agreements between the Service Provider and Employer.

This Agreement shall be construed and interpreted under the laws of the state in which the Employer resides, unless superceded by applicable federal law. The parties further agree that jurisdiction over any claim, demand or suit made under this Agreement shall also be under the state in which the Employer resides.

**Service Provider:**

\_\_\_\_\_  
Name of the Service Provider *(Print)*

\_\_\_\_\_  
Authorized Officer of the Service Provider *(Print)*

\_\_\_\_\_  
Signature of the Service Provider

\_\_\_\_\_  
Date

**Employer:**

\_\_\_\_\_  
Name of Officer for Employer *(Print)*

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date