

Solera Plan Services Solo 401(k) Terms of Service

The individual executing this Agreement ("client") engages Solera Plan Services, LLC ("SPS") to implement a Self-Directed Solo 401(k) Plan ("plan"). Client hereby agrees to the following Terms of Service:

FORMATION SERVICES: SPS agrees to perform the following services necessary to produce and support client's plan:

- Provision of complete and compliant Solo 401(k) plan documents
- Assistance with the establishment of a plan-held bank account with Solera National Bank
- Assistance with the rollover of existing retirement plan funds into the Solo 401(k) plan
- Provide consulting guidance with respect to general plan administrative requirements and plan operations.
- Provide consulting guidance with respect to IRS rules surrounding disqualified persons, prohibited transactions, and potential tax exposure stemming from Unrelated Debt-Financed Income(UDFI) or Unrelated Business Taxable Income (UBTI).

LIMITATION OF SCOPE: Client acknowledges that SPS is a self-directed retirement plan document provider and does not provide investment, legal, or tax advice. SPS does not perform tax return preparation or other tax filings. SPS does not provide representation of client in any proceedings before any state or federal court, agency, or board. Should the client require investment, legal, or tax advice, it is the client's responsibility to obtain such services independently.

TERMINATION PRIOR TO FUNDING: Within the lesser of 30 calendar days from execution of this agreement or the date the Solo 401(k) bank account is funded, Client may elect to terminate this agreement and receive a refund less a \$150 processing fee. Any request for refund must be submitted in writing. After said 30 days, no refund shall be available.

CLIENT RESPONSIBILITY: Because this is a "self-directed" investment strategy, client acknowledges and agrees to maintain plan investments and administration within all applicable IRS regulations and will hold SPS harmless for decisions and actions taken by client.

CLIENT REPRESENTATION OF QUALIFICATION: Client understands the following qualification requirements and represents he or she is eligible to establish a Solo 401(k) plan:

- Client operates a for-profit business creating earned income in the form of self-employment income or W-2 wages
- There are no non-owner employees of the business over the age of 21 who work more than 1,000 hours per year
- There are no non-owner employees of the business over the age of 21 who have or will work more than 500 hours in any one year for 2 or more consecutive years
- Client and Client's spouse, if married, have no controlling interest in any other businesses with plan-eligible employees

CLIENT ACKNOWLEDGEMENT OF ADMINISTRATIVE RESPONSIBILITY: Client understands that the operation of a Self-Directed Solo 401(k) Plan comes with administrative responsibilities. Client acknowledges such responsibility for plan administration, including but not limited to:

- Retaining plan records.
- Filing form 5500-EZ if the plan value exceeds \$250,000 at any point during the tax year or in the event of plan termination.
- Filing form 1099-R and any associated forms if a distribution is issued from the plan.
- Maintaining copies of the plan document, including amendments and restatements that may be provided by SPS as well as prior versions of the document that have been superseded by such restatements.
- Preparation of IRS form 990-T should the plan engage in transactions that create Unrelated Business Taxable Income (UBTI) or Unrelated Debt-Financed Income (UDFI).
- Perform a periodic assessment of the plan to ensure continued operation is in compliance with the tax code; including the continuation of qualifying self-employment and a lack of non-owner employees who would be eligible to participate in the plan.

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- Providing notification to Solera Plan Services, Solera National Bank, and any plan vendors of changes to the email or physical address associated with the plan.
- Contact SPS or engage independent counsel for guidance related to formal termination of the plan in the event client no longer qualifies to sponsor the plan or elects to close the plan.

LIMIT OF LIABILITY: It is agreed that SPS's responsibility for damages, or claims of damage, regardless of the form of action, shall not exceed the total amount paid for the services invoiced. This shall be the exclusive remedy. Either party may bring no action, regardless of form, arising out of the services under this agreement more than one year after the date of the last service provided under this agreement.

SOLERA PLAN SERVICES FEES: A monthly service fee of \$5.00 applies. The service fee may be paid with personal funds or funds from the plan entity. SPS reserves the right to change fees in the future, and will provide a minimum 30-day notice by email before any such change.

SUBSCRIPTION BILLING AND AUTO-RENEWAL: Client's subscription to SPS services includes enrollment into an ongoing and recurring payment plan. The subscription will automatically renew monthly on the anniversary date of this Agreement until canceled per the terms outlined below. Payment will be charged to the payment method originally provided by the client when establishing the service. Client will have the option to change the payment method in the future.

TERM: This agreement shall remain in effect so long as applicable fees are paid by the client to SPS.

TERMINATION BY CLIENT: Client may terminate the service at any time by written request to SPS via email to soleraplansupport@solerabank.com, by mail to Solera Plan Services, LLC, 319 S. Sheridan Blvd., Lakewood, CO 80226, or by resources SPS may make available through its support web site. Upon account closure, monthly billing will be stopped prior to the scheduled renewal date in the next calendar month. Client acknowledges that terminating the services of SPS does not close the plan. Client will have the responsibility to close the plan formally and report such closure to the IRS. SPS will provide guidance for plan termination upon request. If client elects to continue operation of the plan after terminating this Agreement, client accepts full responsibility for maintaining the plan in accordance with applicable IRS requirements.

TERMINATION FOR NON-PAYMENT: SPS reserves the right to terminate this Agreement in the event that monthly fees are not paid 120 days after the billing date. In the event of such termination, SPS will no longer offer support or plan document maintenance services. The plan may fail to remain in compliance if IRS mandated amendments or restatements are not adopted by applicable deadlines, which may result in IRS penalties and potentially plan disqualification. SPS will make reasonable attempts to contact the client and remedy the situation before electing to terminate services under this Agreement.

TERMINATION FEE: There is no fee payable to SPS associated with termination of this Agreement.

DISPUTE: Any dispute related to services provided under this Agreement shall be settled by arbitration in Jefferson County, Colorado according to the rules of the American Arbitration Association. Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court, including the right to a jury trial.

APPLICABLE LAW: The laws and jurisdiction of the state of Colorado shall govern any and all matters of dispute between SPS and client.

CLIENT PRIVACY: SPS agrees to protect and not disclose to third parties not directly associated with the services rendered under this Agreement any personal or private information. However, this clause does not pertain to government agencies or law enforcement agencies.

DIGITAL COMMUNICATIONS: Client agrees to transact business using electronic communications and to receive notices and disclosures via electronic means.

MISCELLANEOUS: This document sets forth the entire agreement between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto. This Agreement is severable, and if any provision herein shall be deemed invalid, all other valid provisions shall remain in force.