



AutoRollovers by BPA-Harbridge

6 Rhoads Drive • Suite 7 • Utica, New York 13502-6374
Telephone (315) 292-6900 • Facsimile (315) 735-0418
www.autorollovers.com

A. Agreement.

This Administrative Services Agreement is between _____
_____ (“Company”) and Benefit Plans Administrative Services,
LLC, d/b/a Benefit Plans Administrators (“BPA”).

B. Purpose.

The Company provides certain retirement plan recordkeeping and administrative services to plan sponsors and participants (collectively, “Clients”). As part of the Economic Growth and Tax Relief Reconciliation Act of 2001 (“EGTRRA”), Section 401(a)(31) of the Internal Revenue Code (“Code”) was amended to provide that, absent an affirmative election by the recipient, certain mandatory distributions from a tax-qualified retirement plan must be paid/transferred to an individual retirement plan of a designated trustee or issuer. BPA has developed an automatic rollover system that is designed to assist the Company in administering automatic cash-outs from the tax-qualified retirement plans maintained by their plan sponsor Clients.

The Company and BPA wish to set forth in this Agreement the terms and conditions for the provision by BPA of the foregoing services to the Company.

C. BPA’s Administrative Services.

BPA shall provide the administrative, recordkeeping and automatic rollover services described in the materials attached to this Agreement. BPA shall not perform any service that BPA, in its sole judgment, considers will cause BPA to be treated as a “fiduciary” (within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) with respect to any plan for which the Company and BPA will provide the services described in this Agreement.

D. Responsibilities of Company.

- The Company shall only open accounts with respect to plan sponsors that have executed an “Automatic Rollover IRA Agreement Between Plan Fiduciary and IRA Provider” with Community Bank, N.A.
- The Company shall ensure that each plan sponsor Client that utilizes BPA’s AutoRollover Solution shall have satisfied the requirements of Code Section 401(a)(31)(B).
- The Company shall disclose to each plan sponsor Client the fees that are payable to the Company by BPA for each account opened by BPA.
- The Company represents that it is not a fiduciary (within the meaning of Section 3(21) of ERISA) with respect to any plan for which the Company and BPA will provide the services described in this Agreement.



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E. Fee Paid by BPA.

In consideration for the Company's work in setting up the individual accounts of participants, BPA shall pay the Company \$25 for each individual retirement account opened with Community Bank, N.A., pursuant to the Agreement, which is in excess of \$200.

F. Reliance on Information.

BPA shall be entitled to rely, without detriment or liability to the Company, Clients or plan participants, upon information furnished to BPA by the Company, Clients, any agent of the Company or Clients, or the plan trustees and any other representatives of the plan (collectively, the "Plan Representatives"), and shall have no duty to look beyond such information or to question any action by the Company, any agent of the Company, Clients or Plan Representatives of which BPA may become aware in the performance of this Agreement.

BPA shall make a good faith effort to identify errors in data and obtain corrections to any erroneous data. BPA shall not be responsible for data that is inaccurate or not provided in a timely manner.

G. Indemnification.

The Company agrees to indemnify BPA against all losses, claims, actions, suits, liabilities, damages, penalties, fines, taxes, and expenses, (collectively, "Claims") (including reasonable attorneys' fees and expenses incurred by BPA with respect to any Claims) arising from or relating to the representations, acts or omissions of the Company on account of, in connection with, or arising out of the breach of the terms of this Agreement by the Company, including, but not limited to, the failure of the Company to monitor each Client plan sponsor's compliance with the requirements of Code Section 401(a)(31)(B).

In no event shall BPA be liable, regardless of the form of action or the nature of any Claim, for punitive damages or for loss of profit, goodwill, or other special, incidental or consequential damages suffered by the Company, a Client, a Plan Representative, or a participant as a result of BPA's performance under this Agreement.

H. Forces Beyond Control.

BPA shall have no liability hereunder for cessation of services or any damages to the Company, as a result of any events beyond BPA's control, including without limitation, natural disasters, the loss or inability of the telephone company to provide service in a timely manner, a power loss, errors or omissions of the Company, a Client or a Plan Representative, the providing of incorrect information to BPA by the Company, or a Plan Representative, or incorrect deposits made by the Company or a Plan Representative.



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I. Nonsolicitation

During the period that this Agreement is in effect, BPA shall not, directly or indirectly:

- solicit the business of any customer of the Company; or
- cause, induce or attempt to cause or induce any customer, employee, consultant or other business relation of the Company to cease doing business with the Company.

J. Property

BPA shall own all working papers and records prepared for BPA by the Company or prepared by BPA for the Company. Copies of such records will be provided to the Company if requested in writing. BPA reserves the right to pre-bill for preparation of any copies requested.

K. Notice

Any notice under this Agreement shall be deemed duly given if delivered by hand or mailed with postage prepaid, to BPA at 6 Rhoads Drive, Utica, New York 13502 ATTN: Agreements; and to

(Company) ATTN: _____

or to such other address as either party may direct by written notice to the other party.

L. Privacy Policy

All information furnished by or on behalf of the Company to BPA shall be regarded as confidential. BPA employee access to personally identifiable Client information is limited to those with a business reason to know such information. BPA employees are educated on the importance of maintaining the confidentiality of Client information and on these privacy principles.

Third Party Disclosure Restrictions. BPA is committed to the security of its Clients' financial and personal information. All of BPA's operational and data processing systems are in a secure environment that protects account information from being accessed by third parties. BPA maintains and grants access to Company information only in accordance with BPA's internal security standards.

BPA does not reveal specific information about its Clients' accounts or other personally identifiable data to parties outside BPA's affiliated companies for their independent use unless: 1) the Client requests or authorizes it in writing; or 2) the information is provided to help complete a transaction. To review BPA's Privacy Statement in its entirety, visit www.bpas.com.



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M. Dispute Resolution.

If a controversy arises under this Agreement, or an alleged breach thereof, the parties and their respective successors or designees shall attempt in good faith to resolve the dispute informally through discussion, the exchange of documents, or meetings following either party's written notice of the existence and nature of the dispute. If the parties are unable to resolve the dispute within sixty (60) days after the date of such written notice, the parties may pursue all legal remedies available to them.

N. Jurisdiction.

The jurisdiction of any proceeding between the parties arising from, or with respect to, this Agreement shall be in a court of competent jurisdiction in New York State.

O. Successors.

This Agreement shall be binding upon and inure to the benefit of, the parties, their assigns, and their successors in interest. Nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

P. No Assignment or Delegation.

Neither party may assign this Agreement, in whole or part, or delegate any part or all of its duties hereunder, without the prior written consent of the other party.

Q. Term of Agreement.

This Agreement shall continue from the date of its execution by the parties until terminated by either the Company or BPA upon sixty (60) days written notice to the other party. Upon termination of this Agreement, BPA shall provide to the Company, or any person designated by the Company, any records and information that may be reasonably requested by the Company.

R. Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any court or governmental entity, the remaining provisions of this Agreement to the extent permitted by law shall remain in full force and effect provided that the economic and legal substance of the actions contemplated hereunder are not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by law, the parties hereby waive, to the same extent, any provision of law that renders any provision hereof prohibited or unenforceable in any respect.



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S. Amendment.

This Agreement shall not be subject to modification, except as agreed upon in writing by both parties. However, if this Agreement or any portion of the Agreement is found to be in violation of state or federal law, the parties agree to amend this Agreement to conform to such law, unless such amendment would change the terms of this Agreement to impose new and/or different rights and responsibilities on the parties.

Notwithstanding the immediately preceding paragraph, BPA reserves the right to amend the provisions of this Agreement including, but not limited to, the fees and services described in this Agreement. BPA will provide the Company with adequate notice and sufficient information, including a written copy of the amendment or summary of its provisions, to decide whether to accept or reject any changes to this Agreement. The Company's failure to object within a reasonable period, as specified by BPA, to any changes proposed by BPA shall be treated as the Company's consent to those changes.

T. Construction.

This Agreement, the legal relations between the parties and any action instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement, shall be governed by and construed and interpreted in accordance with the laws of the State of New York without regard to conflicts of law doctrines, except to the extent that certain matters are pre-empted by federal law. BPA does not provide legal advice. Each party to this Agreement acknowledges that it has been afforded the opportunity to be represented by counsel in connection with this Agreement and the actions contemplated by this Agreement. Any rule or law or any legal decision that would require interpretation of any claim to ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

U. Waiver.

No failure on the part of a party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

V. Headings.

The descriptive headings of the Sections of this Agreement are for convenience only and do not constitute a part of this Agreement.



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W. Entire Agreement.

This Agreement constitutes and contains the entire agreement and final understanding between the parties concerning the subject matter hereof. This Agreement is intended by the parties as a final expression of their agreement with respect to such terms as are included herein and further, is intended by the parties as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes and replaces all prior negotiations and all prior or contemporaneous representations, promises or agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof.

Benefit Plans Administrative Services, LLC

Signature Title Date

(Company) (E.I.N.)

Signature Title Date

(E-mail address) (Telephone No.)

(Fax No.)