

Individual 401(k) Recordkeeping Information Form



214 West 9th Street
PO Box 420
Onaga, KS 66521-0420
Phone: 800.521.9897 Fax: 785.889.7169
Email: customerservice@mainstartrust.com

PLAN INFORMATION

Plan Name _____
Contact Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____
Email Address _____
Nature of Business _____

PARTICIPANT INFORMATION

Participant #1 Participant Name _____
Social Security Number _____ Email Address _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____ Date of Hire _____ Date of Participation _____
Traditional Yes No Roth Yes No

Participant #2 Participant Name _____
Social Security Number _____ Email Address _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____ Date of Hire _____ Date of Participation _____
Traditional Yes No Roth Yes No

Participant #3 Participant Name _____
Social Security Number _____ Email Address _____
Home Address _____
City _____ State _____ Zip _____
Date of Birth _____ Date of Hire _____ Date of Participation _____
Traditional Yes No Roth Yes No

DESIGNATION OF SUCCESSOR PLAN ADMINISTRATOR/TRUSTEE INFORMATION

If you are the sole owner of the business sponsoring the Plan, you must designate a successor plan administrator/trustee. The designated successor plan administrator/trustee must sign this form, accepting associated responsibilities.

If I am the sole owner of the business sponsoring the Plan, the following individual will become the plan administrator/trustee of the Plan upon my death for purposes of Plan termination and liquidation. Upon presentation of certified proof of death, Mainstar Trust is authorized to process payout request(s) in accordance with the instructions provided by the successor plan administrator/trustee. I understand that I must inform Mainstar Trust in writing of any change to this designation. Absent any written notification, Mainstar Trust will rely on the designation on file.

Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____
Email Address _____

I understand and accept the responsibilities associated with the designation.

Successor Plan Administrator/Trustee Signature _____ Date _____

REPRESENTATIVE/FINANCIAL PROFESSIONAL INFORMATION

Name of Firm _____
Name of Representative/Financial Professional _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____
Email Address _____

RECORDKEEPING PAYMENT INSTRUCTIONS

The initial payment is for the first year of plan document and recordkeeping fees. You will be billed for subsequent annual recordkeeping account fees.

Make your check payable to Mainstar Trust for the annual Individual 401(k) plan document fee (\$150) and the participant account fee (\$150 per account). Any Roth contributions will be recorded in a separate participant account. Qualified 401(k) loan processing and maintenance will be billed at \$75. Only one outstanding loan allowed per participant. Transaction related fees will be billed quarterly. Review detailed transaction fees at the Mainstar website.

STATEMENT OPTIONS

- Quarterly Electronic Statement (must provide email address above) – Complete the Online Account Access Form
- Annual Paper Statement
- Quarterly Paper Statement

If no box is marked, your statements will be electronic until you give further direction to Mainstar Trust. Additional fees will be assessed for paper statements.

INDIVIDUAL 401(k) RECORDKEEPING SERVICE AGREEMENT

The Employer, on its own behalf and on behalf of the Plan Administrator, and the Recordkeeper hereby make the following agreement:

1. **Definitions:** In this Agreement, the words “you” and “your” mean the Employer and “Plan Administrator” refers to the Plan Administrator of the Individual 401(k) Plan to which this Agreement pertains, as set forth in the Individual (k) Recordkeeping Form incorporated herein by this reference. The words “we”, “us”, and “our” mean the Recordkeeper. The term “Account Representative” means any individual or individuals to whom you or the Plan Administrator delegate investment responsibilities by completing and signing the Trading Authorization Form. The term “Plan” means the Individual 401(k) Plan account(s) to which this Agreement pertains. The term “Undirected Cash” means any cash in the Plan not invested pursuant to a specific investment direction by you, the Plan Administrator or the Account Representative.
2. **Responsibility of Recordkeeper:** We will report at least annually to you and the Plan Administrator all Plan transactions occurring during that period, and provide a list of Plan assets. We nor our officers, directors, or employees will be liable to you or the Plan Administrator for any loss arising out of any investment made, asset purchase, held or retained. We will be responsible for the recordkeeping and safekeeping, if applicable, of the Plan assets in a commercially reasonable manner. We will not be liable for any act or failure to act on the part of you, the Plan Administrator, or any Account Representative to effect a transaction from the Plan or for the solvency of any Account Representative you or the Plan Administrator may engage.
3. **Representations and Responsibilities:** You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you, the Plan Administrator or any Account Representative give us, and any actions you, the Plan Administrator or Account Representative take will be proper under this Agreement and that we are entitled to rely upon any such information, instruction or directions. You acknowledge that we are under no obligation to determine what actions or documentation may be necessary or appropriate with respect to any transaction requested by you, the Plan Administrator or Account Representative, and that we need only obtain those documents specified by you, the Plan Administrator or Account Representative in any authorization (e.g. purchase or sale). We have no duty to confirm or ascertain that any such document or instrument obtained in connection with any transaction is genuine or authentic or that it has been properly or correctly executed or entered into by any purported party thereto.

Upon receipt of any report or statement, you or the Plan Administrator must inform us in writing if you believe any information on the report/statement is incorrect within 30 days of the date of such report or statement. If you or the Plan Administrator do not so inform us, then we shall be relieved from all liability regarding the status of the Plan as stated in the report/statement.

We are not responsible for losses of any kind that may result from directions received from you, the Plan Administrator or Account Representative, nor for failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We are not responsible for any penalties, taxes, judgments, damages or expenses you incur in connection with the Plan.

4. Investments

- A. **Direction of Investment** – You acknowledge that it is your responsibility (either directly or through the Plan Administrator or the Account Representative) to direct the investment of Plan assets and that we have no responsibility or involvement in evaluating or selecting any assets for acquisition or disposition. We have no liability for any loss or damage that may result from or be associated with any requested investment transaction. You shall direct all investment transactions, including earnings and the proceeds from Plan asset sales.

At our sole discretion, we reserve the right to decline any investment into the Plan. Certain types of assets may pose unacceptable administrative burdens to us, and therefore, we reserve the

right to refuse such assets into the Plan. Administrative burdens include, but are not limited to, the inability of our computer, accounting, or other systems to service the asset or excessive manual labor to service the asset. In addition, all assets must comply with our policies. We reserve the right to review any or all assets to determine if it is administratively feasible to us. Our decision to either accept or refuse an asset should not be construed as a determination concerning the prudence or suitability of the investment for the Plan. Our review of any asset you desire to purchase and hold in the Plan will be solely administrative in nature and should not be construed as a “due diligence” review. We do not perform any type of feasibility study, nor do we research or confirm any financial information regarding any investment.

In the absence of instructions from you in an acceptable form to us, we shall hold your Undirected Cash in an account or product of an FDIC or other United States government insured financial institution, United States government security, or security that is insured or guaranteed by the United States government. You acknowledge that Undirected Cash is insured for up to the amount available under FDIC insurance; amounts in excess of FDIC insurance limits are not insured.

Directions regarding the Plan must be in writing from either you, the Plan Administrator or Account Representative. In the event that we receive written investment directions from either you, the Plan Administrator or Account Representative, we may rely on the genuineness of all signatures and have no duty to investigate any directions or investment decisions. You authorize us to honor original, pdf, email and fax copies of requests from you, the Plan Administrator or Account Representative. We have no duty to investigate the genuineness of the signatures, but may employ any means of verification we wish if we elect to pursue verification.

We are under no obligation or duty to secure, verify title to or otherwise evaluate the assets underlying any investment contemplated herein, or to obtain or maintain insurance coverage (whether liability, property or otherwise) with respect to any such assets or investments or the collateral for such investment. We shall be fully protected in acting upon any instrument, certificate or paper believed to be genuine and to be signed or presented by the proper person or persons, and we have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. You authorize and direct us to execute and deliver, on behalf the Plan, any documents delivered to us in connection with such investment; and we have no responsibility to verify or determine that any such documents are complete, accurate or constitute the documents necessary to comply with the investment direction.

All transactions shall be subject to any applicable Federal and State laws and regulations and the rules, regulations, customs and usages of any exchange, market or clearinghouse where the transaction is executed and to our policies and practices.

- B. **Our Investment Powers and Duties** – We have no discretion to direct any investment in the Plan. We assume no responsibility for rendering investment advice with respect to the Plan, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for the Plan. We may exercise, but will be under no obligation to exercise, voting rights incident to any securities held in our name or nominee name in accordance with the written instructions received from you, the Plan Administrator or Account Representative with respect to voting as to particular issues.

Except to the extent, if any, that may be required by applicable law, we have no duty or obligation to monitor or make you, the Plan Administrator or the Account Representative aware of the receipt or non-receipt of any funds payable to the Plan with respect to any assets (e.g., dividends, interest or other distributions) or to provide you with any other information or documentation (other than pleadings, orders or official notices arising from any judicial proceeding) that we may receive or become aware of with respect to such assets. (For example, and not by way of limitation, we have no obligation or duty to provide you with any information or documentation with respect to tender offers that have not been registered with the Securities and Exchange Commission.) We have no duty to undertake any action with respect to the collection or enforcement of any payments or rights relating to such assets (including, without limitation, any

participation in any bankruptcy proceedings, receivership proceedings, foreclosures or other litigation, or the perfection or enforcement of any lien or other rights with respect to such assets) without receiving prior instruction from you, accompanied by such undertaking of indemnification as we may request to assure us that we will be fully reimbursed and protected with respect thereto. Without limitation on the foregoing, we may however if we so elect, respond and participate in any such bankruptcy proceeding, receivership proceeding, or other litigation to which we or the Plan may have been made a party, and in such case you shall indemnify and hold us harmless from and against any action taken by us in good faith. We shall be entitled to seek the advice of legal counsel in connection with any matter relating to the Plan or any assets, and may in good faith rely and act upon such advice.

- C. **Delegation of Investment Responsibility** – We may, but are not required to, permit you to delegate investment responsibility for the Plan to another party by giving written notice of your delegation in a format we prescribe. We shall follow the direction of any such properly appointed party, and we have no duty to review or question, nor are we responsible for any of that party's directions, actions or failures to act. We have the right to rely on any representations and/or warranties made by you, the Plan Administrator or Account Representative in connection with any asset sale or purchase on behalf of the Plan, including but not limited to representations with regard to suitability requirements.

Said Account Representative may be a registered representative of a broker/dealer organization, a financial advisor, a plan participant managing his or her own Plan account or any other person as may be acceptable to you. The Representative shall be your authorized agent and is not our agent. We shall construe all investment directions given by the Account Representative, whether written or oral, as having been authorized by you. You may appoint and/or remove the Account Representative by written notice to us provided that the removal of an Account Representative shall not have the effect of canceling any notice, instruction, direction or approval received by us from the removed Account Representative before we received said notice or removal.

- D. **Valuation of Assets** – Plan assets shall be valued annually at the end of each calendar year, but we retain the right to require valuation of Plan assets more frequently. We will undertake valuation of Plan assets utilizing various third-party pricing sources and designated valuation agents, which may include you or the Plan Administrator. However, we do not guarantee the accuracy of prices obtained from these sources. Ultimate responsibility for valuing Plan assets rests with you and/or the Plan Administrator and we will not pursue values of difficult to price assets where such valuation would cause us to incur extraordinary effort or expense. The year-end value of illiquid and/or non-publicly traded assets, which may include without limitation limited partnerships, limited liability companies, privately held stock, real estate investment trusts, hedge funds, and such other assets as we may designate, *must* be provided to us no later than the following January 10th by the asset's designated valuation agent or third party pricing source. If we do not timely receive a current market value for such asset, we are entitled to use as that year-end's value the last value provided to us, or if none, the original purchase price of the asset.

At any point after a failure to provide us with a value for a period exceeding 9 months after requested, we may distribute the asset at its last reported value to you or the Plan Administrator, and we have no responsibility or liability for any tax, financial, or other consequences relating to or arising from such distribution. Unless we have received written information to the contrary, the value of promissory notes and privately offered corporate debt will be the face value shown on the original note or debt instrument (or if the note is subject to an amortization schedule, at the amortized value). We are not responsible for the timeliness or the accuracy of any asset value, and have no responsibility or liability for acting on a value so provided, or the last value utilized if none is provided. If we are required to obtain a value for an asset due to a court order or similar circumstance, we may obtain an appraisal from an independent third party, paying the cost for said appraisal from the liquid Plan assets

- E. **Purchase and Sale of Assets** – We will place orders for the purchase or sale of Plan assets in accordance with directions from you, the Plan Administrator or Account Representative. No purchase orders will be placed unless the necessary funds are in the Plan, and no sale orders will be placed unless the assets to be sold are in the Plan and are in deliverable form. We are

authorized to charge the Plan with the cost of all assets purchased and to credit the Plan with proceeds of assets sold.

YOU AND THE PLAN ADMINISTRATOR RECOGNIZE THAT THE ASSETS PURCHASED AND/OR HELD IN THE PLAN ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF OR GUARANTEED BY US; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED. WE DO NOT GUARANTEE THE PLAN FROM LOSS OR DEPRECIATION. OUR LIABILITY TO MAKE PAYMENT TO YOU AT ANY TIME AND ALL TIMES IS LIMITED TO THE AVAILABLE PLAN ASSETS. WE ARE UNDER NO OBLIGATION WHATSOEVER TO EXTEND CREDIT OR OTHERWISE DISBURSE PAYMENT BEYOND THE CASH BALANCE OF THE PLAN FOR ANY PAYMENT OR ASSESSMENT RELATED TO SUCH INVESTMENT(S). WE ARE NOT PROVIDING LEGAL OR TAX SERVICES OR ADVICE WITH RESPECT TO ANY INVESTMENT.

- 5. Termination:** Either party may terminate this Agreement at any time by giving written notice to the other. We can resign hereunder at any time effective 30 days after we mail written notice of our resignation to you and the Plan Administrator. Upon receipt of that notice, you and the Plan Administrator must arrange to transfer the Plan to another recordkeeper. If you do not complete a rollover or transfer of the Plan within 30 days from the date we mail the notice to you, we have the right to either transfer the Plan assets to a successor recordkeeper that we choose in our sole discretion or we may distribute the Plan assets to you in any commercially reasonable form, in each case retaining sufficient funds to cover any fees, expenses, penalties or taxes chargeable against the Plan. We are not liable for any actions or failures to act on the part of any successor recordkeeper nor for any tax consequences you may incur that result from the transfer or distribution of Plan assets pursuant to this section.

If we are merged with another organization (or come under the control of any Federal or State agency) or if our entire organization (or any portion which includes the Plan) is bought by another organization, that organization (or agency) shall automatically become the Recordkeeper of the Plan under this Agreement, but only if it is the type of organization authorized to serve as an INDIVIDUAL 401(K) Plan recordkeeper.

- 6. Notices and Change of Address:** Any required notice regarding the Plan will be considered effective when we mail it to the last address of the intended recipient that we have in our records. Any notice given to us will be considered effective when we actually receive it. You must notify us of any changes of address.
- 7. Service Fees:** You agree to pay us an annual service fee and/or other designated fees for maintaining the Plan. We may also charge additional fees for complex transactions requiring extraordinary time and attention from our staff. In addition, you agree to reimburse us for all reasonable expenses, including various transaction and legal expenses, we incur in connection with our services to the Plan hereunder. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in the Plan at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective. Any brokerage commissions attributable to Plan assets will be charged to the Plan. You cannot reimburse the Plan for these commissions or any service fees paid from the Plan. For additional information regarding fees, please refer to our Fee Schedule, as published and revised from time to time.

Fees are billed quarterly and will be automatically deducted from available cash or charged to your credit card (Visa or MasterCard), if authorized. Rejected credit card charges are subject to a \$25 reprocessing fee. If payment is not received within thirty (30) days from the due date reflected on your invoice, a \$15 Late Fee will be assessed to the Plan and a Past Due Notice will be mailed. Should fees not be collected we have the option to cease performing any functions, including, but not limited to, processing investment transactions until such time as all fees are fully paid.

In the event that fees are not paid within thirty (30) days after mailing the Past Due Notice we will begin the process of closing the Plan. Plans with past due fees, unfunded Plans and Plans with zero value will continue to incur administration and maintenance fees until such time as you notify us in

writing on a form prescribed by us of your intent to close such Plan or we resign hereunder. You will be liable for all past due fees, late fees and Plan termination fees. We may employ a collection agency to recover any unpaid fees or expenses.

If we hold Plan Undirected Cash, we are entitled to receive as compensation for services rendered in connection with holding such Undirected Cash a fee equal in amount to all the income generated from such Undirected Cash. Such fee is associated with cash management activities, including, but not limited to, account maintenance, depository bank selection, transaction processing, sub-accounting, recordkeeping, and other services performed under the terms of this Agreement and the associated adoption agreement.

8. **Amendments:** We have the right to amend this Agreement at any time upon notice to you. You will be deemed to have consented to any amendment unless, within 30 days from the date of such notice, you notify us in writing that you do not consent.
9. **Withdrawals:** All requests for withdrawal of assets from the Plan shall be in writing by you or the Plan Administrator, on a form provided by or acceptable to us, specifying the method of distribution, and providing the tax identification number of the participant. You acknowledge that either you or the Plan Administrator is responsible for approving all distribution requests for the Plan and providing all necessary information to complete the IRS Form 1099R.
10. **Transfers From Other Plans:** In our discretion, we may accept transfers of assets to the Plan from the Plan Administrator. We reserve the right not to accept any transfer or direct rollover. We are not liable for the actions or inactions of any prior recordkeeper or other service provider before the transfer of the Plan assets to us.
11. **Restrictions:** You may not sell, transfer or pledge any interest in the Plan in any manner whatsoever, except as provided by law or this Agreement.
12. **What Laws Apply:** This Agreement is subject to all applicable Federal and State laws and regulations. You agree that where state law applies, Kansas law shall govern this instrument, any other instrument executed in connection with the Plan, you, the Plan Administrator or Account Representative and our respective rights and obligations hereunder or otherwise with respect to the Plan and assets. This document and any document executed in connection with the Plan does not become effective until a signed copy has been received and accepted by us in the State of Kansas (the taking of action by us of any authorization shall constitute our acceptance). We have the right to refuse to accept, and not act upon, any instruction or direction given by you, the Plan Administrator or the Account Representative, provided that we promptly notify you or the Account Representative of such election and refusal. You acknowledge and understand that all of our duties and undertakings will be carried out in the State of Kansas, and agree that any claims or disputes that arise in connection with the Plan or any assets or any transaction requested by you, the Plan Administrator or the Account Representative must be brought exclusively in courts situated in the State of Kansas. If it is necessary to apply any State law to interpret and administer this Agreement, the law of Kansas shall govern.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

13. **Indemnity of Recordkeeper:** To the extent not prohibited by Federal or State law, you, on your own behalf and on behalf of the Plan Administrator, agree to indemnify, defend and hold us, our subsidiaries and affiliates including officers, agents and employees (the "indemnified party") harmless against and from any and all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and expenses), settlement payments, or judgements arising in connection with this agreement, with respect to any active or passive negligence, alleged negligence, breach or alleged breach of this agreement by the indemnified party or a third party; any action requested, instructed or directed by you, the Plan Administrator or Account Representative; any investment decisions, distribution values, tax reporting or any other financial impact or consequence relating to or arising

from the valuation of Plan assets or; any claim arising out of the purchase, holding or sale of any Plan assets, whether directed by you, the Plan Administrator, or any agent appointed by you.

Your indemnification obligation applies to any threatened or asserted claim against us including specifically a claim that is threatened or asserted by you against us. Your indemnification obligation hereunder also applies to any threatened or asserted claims brought by you against us resulting from wrongful conduct by any Account Representative including but not limited to fraud, forgery or any other illegal act engaged in by an Account Representative or any other agent retained by you.

- 14. **Adverse Claims:** If we receive any claim to the Plan assets adverse to your interest or the interest of the Plan Administrator, and we in our absolute discretion decide that the claim is, or may be meritorious, we may withhold distribution until the claim is resolved or until instructed by a court of competent jurisdiction. As an alternative, we may deposit all or any portion of the Plan assets into the court through a motion of interpleader. Deposit with the court shall relieve us of any further obligation with respect to the assets deposited. We have the right to be reimbursed from the assets deposited for our legal fees and costs incurred.

- 15. **Arbitration of Claims:** Any controversy arising out of or relating to this Agreement or the breach thereof, or to the Plan or any transactions authorized by you and/or your agent, shall be settled by arbitration in Johnson County, Kansas 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 jury trial. The pre-arbitration discovery is generally more limited than and different from court proceedings.

Plan Name: _____

Employer:

Recordkeeper:
Mainstar Trust

By: _____

By: Jean Meyer

Its: _____

Its: President

Date: _____

Date: _____