



## Compliance Warranty

United Retirement Plan Consultants, Inc. and its subsidiaries (collectively “United Retirement”) are committed to quality in the provision of compliance and administration services to qualified retirement plans. We have developed compliance processes that incorporate proprietary software, procedures, checklists, education and training as part of our commitment to quality and our customers. We stand behind our services and offer this Compliance Warranty as a demonstration of our commitment.



### UNITED RETIREMENT’S WARRANTY

United Retirement warrants the following, provided the Plan Representatives (the Plan, the Plan Sponsor, Plan Fiduciaries, and Plan Trustees) satisfy the conditions of this Compliance Warranty (“Warranty”) and the Service Agreement (the written agreement between the Plan Sponsor and United Retirement). This Warranty is subject to the Additional Terms and Limitations:

#### TAX CODE QUALIFIED PLAN DOCUMENT

United Retirement will provide the Plan Representatives with a plan document that is qualified in form, under the Internal Revenue Code (“IRC”).

#### FORM 5500

United Retirement will accurately prepare, based on information provided by the Plan Representatives, the Form 5500 and will timely provide it to Plan Representatives for filing or will file for an extension upon request by Plan Representatives.

### NON-DISCRIMINATION AND COVERAGE TESTING

United Retirement will accurately prepare IRC non-discrimination tests applicable to the Plan, such as §§401(a)(4), 410(b), 401(k), and 401(m).

#### TOP HEAVY TESTING

United Retirement will accurately prepare Top Heavy tests for the Plan, if applicable.

#### ELIGIBILITY

Upon receipt of information from the Plan Representatives, United Retirement will accurately apply the Plan’s eligibility requirements to assist with the determination of eligibility for participation.

#### CONTRIBUTION LIMITS

United Retirement will monitor contribution limits and maximum deferral limitations under IRC sections 415 and 402(g) and report as necessary to Plan Representatives.

## ADDITIONAL TERMS AND LIMITATIONS

United Retirement's Compliance Warranty ("Warranty") of the services described on the first page hereof only applies for the period during which United Retirement Plan Consultants, Inc., and its subsidiaries (collectively hereinafter "United Retirement") are providing retirement plan administration services pursuant to a written service agreement ("Service Agreement"). In addition, the following conditions must be satisfied.

The Plan Representatives must: (a) notify United Retirement in writing (i) promptly of claims the Plan Representatives anticipate making against United Retirement, or (ii) no later than 30 days after the Plan Representatives becomes aware of any claim (each a "Claim") made or threatened against the Plan or Plan Sponsor, for any matter covered by this Warranty; (b) provide notice of any Claim in accordance with the terms of any insurance policies that may cover the Claim, and provide United Retirement with a complete copy of any such insurance policy.

Upon receipt of notice of a Claim, United Retirement may, in its sole discretion, elect to settle, participate in or defend the Claim, or to direct the Claim for correction under the Internal Revenue Service's Employee Plans Voluntary Compliance Resolution System (including its procedures for self-correction) or the Department of Labor's Voluntary Fiduciary Correction Program. Such decisions may include appointment of its own choice of counsel or requiring its consent by any counsel chosen by or on behalf of the Plan or Plan Sponsor, with respect to any matter covered by this Warranty.

The Plan Representatives must reasonably cooperate with United Retirement in connection with all matters described in this Warranty and Service Agreement, including without limitation, the defense of any Claim.

Damages recoverable hereunder are expressly limited to direct damages incurred by the Plan Representatives resulting from breaches of this Warranty by United Retirement and where United Retirement is solely liable. Under no circumstances shall United Retirement be liable for penalties (including, without limitation, penalties assessed by any governmental agency) or for special, indirect, consequential, exemplary, incidental, multiple or punitive damages or losses as a result of this Warranty, irrespective of whether such damages or losses are characterized as arising from breach of contract, breach of warranty, tort, strict liability or otherwise, or if such losses were foreseeable, or could have been mitigated or avoided.

The warranted services are expressly conditioned upon the timely receipt of accurate information from Plan Representatives. Failure of Plan Representatives to satisfy: (a) any of the conditions of this Warranty, (b) any of the Plan Representatives' obligations under the Service Agreement, or (c) any of the provisions of the IRC or ERISA in operation, will result in the complete loss of any and all protections, indemnifications and responsibilities of United Retirement under this Warranty.

United Retirement reserves the right to modify or discontinue this Warranty with thirty (30) days written notice. The Warranty is not a guaranty. The Warranty is not insured by any Federal or State government agency. United Retirement is not a fiduciary as a provider of retirement plan administration services, as defined in ERISA. This Warranty shall be interpreted in accordance with Ohio law.



United  
Retirement Plan  
Consultants