

MOON AREA SCHOOL DISTRICT

Service Provider Agreement For 403(b) Retirement Programs

Moon Area School District (Employer) certifies that it is an employer eligible to sponsor a 403(b) 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 403(b) account contracts and/or custodial accounts ("403(b) plans") that are processed through the Service Provider. Employer and Service Provider agree to the following terms and conditions:

1. Service Provider Responsibilities

- a) Upon the request of any employee, Service Provider shall provide a Maximum Annual Contribution ("MAC") calculation for such employee in accordance with applicable state and federal income tax statutes, rules and regulations ("Applicable Law") and shall certify the accuracy of the calculation to the Employer and Employee, based on the accuracy of information provided by the Employee.
- b) Service Provider shall offer only 403(b) plans, 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 403(b) plan permits direct employee distribution requests through the Service Provider. Further, Service Provider may rely upon any information received from the Employee, Employer or prior service provider in the event of a transfer.
- d) Service Provider shall in the event of an income tax audit of Employer, cooperate in providing necessary information to the Employer regarding 403(b) plans of employees provided by Service Provider.
- e) 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 of 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 Employer notifies Service Provider, in writing, within twenty (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 403(b) 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 during non-business hours.

3. Both Service Provider and Employer

- a) 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.
- b) This Agreement supersedes all prior agreements between the Service Provider and Employer

- c) This Agreement shall be construed and interpreted under the laws of the state in which the Employer resides, unless superseded 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:

Dated

By

Title – Authorized Officer of the Service Provider

Moon Area School District (Employer):

Dated

By

Title – Authorized Signature