



THE one.K™ PROFIT-SHARING / 401(k) PLAN

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INFORMATION AND ORDER AGREEMENT

Table with 4 columns: Name, Phone, Fax, Email. Header: Planner / Designated Plan Consultant Info, Rep #

Date: E-mail address (REQUIRED): (Some states send notices via e-mail. These will be redirected to your e-mail address.)

PRINCIPAL APPLICANT (One of the forming owners or their agent - must be at least 18 years old) Soc. Sec. No. (Needed for purposes of obtaining Tax ID No.)

Street Add. Phone No.

City County State Zip

SPOUSE NAME: (REQUIRED if spouse will be a co-owner, officer or employee of the business) Note: If married, your spouse must initial and sign this application.

Please indicate the type of business that will be sponsoring the one.K Profit-sharing/401(k) plan:

Sole Proprietorship [] Partnership [] LLC [] C Corp [] S Corp [] PSC [] PC [] Other []

Please complete the appropriate section below to describe the business type that will be sponsoring the plan.

SOLE PROPRIETORSHIP (S/P)

S/P Name (Typically, this is the business owner's name followed by "Sole Proprietor" such as "John Doe, Sole Proprietor")

D/B/A Name (If you have a registered "Doing Business As" name from your State, you can list it here. Let us know if this is the name you wish the plan documents to use for the plan sponsor.)

Street Add. (Normally, this is the business owner's physical street address) Phone No. (Normally, this is the owner's business phone number)

City County State Zip

Mailing Address (if different from Street Address)

Mailing City County State Zip

Brief Description of Type of Business Activity the S/P Will Be Engaged In (REQUIRED):

PARTNERSHIP / LLC

NOTE: Accuplan does not create partnership documents - you must use your own independent attorney in your state if you need to have that done. If Accuplan is filing an LLC for you, then the LLC name you wish to use must be checked with the Secretary of State for availability. Either you must do this in advance (Accuplan can provide your state's phone or web site) or Accuplan will do this for you for an extra fee.

Partnership / LLC Name (If this is an LLC (limited liability company), then please use one of the following at the end of the LLC's name: "Limited", "Ltd.", "Limited Co.", "PLLC", "LLC" or "LC")

Street Add. (Normally, this is the physical street address for the General Partner or LLC Manager) Phone No. (Phone number for the General Partner or LLC Manager)

City County State Zip

Mailing Address (if different from Street Address)

Mailing City County State Zip

Brief Description of Type of Business Activity the Partnership / LLC Will Be Engaged In (REQUIRED):

If your Partnership or LLC is already in existence, please provide the following information:

Business Tax ID No.: LLC Original Date of Organization (registered with State):

Important Note: The Partnership or LLC must generate "earned income" (i.e., income that is reportable on a corporate return or passed through to the partners'/members' Form 1040, Schedule C). This is because an employee plan, such as the Accuplan one.K, cannot be sponsored by a business that does not generate earned income that is subject to payroll taxes. Therefore, you cannot use a passive (Schedule D or E) entity to sponsor the plan.

If Accuplan is filing an LLC for you, please choose the LLC's Management Arrangement from the 2 choices below (Managers do **not** have to be LLC members.) The Manager(s) will be:

Choice 1. Principal Applicant Will Be Sole Manager [] **Choice 2.** Co-Managers Will Be Used (provide 2 names and their addresses below): []
(If this choice is made, skip the two blanks below)

1. _____ Address _____ City/St./Zip _____
 2. _____ Address _____ City/St./Zip _____

LLC TAX CLASSIFICATION SELECTION

If Accuplan is filing an LLC for you, it must be classified as a corporation, partnership or proprietorship for tax purposes. Select your desired tax option:

- [] **Corporation.** Tax Note: Corporation classification provides "entity-level" taxation (double taxation on earnings since LLC distributions would be treated the same as corporate stock dividends for tax purposes). There can be one or more members in the LLC.
- [] **Partnership.** Tax Note: For this choice the LLC must have at least two members. Single member LLCs cannot be classified as a partnership. Partnership classification provides pass-thru taxation (single taxation on earnings). All taxable income should be reported via Form K-1 (issued by the LLC manager and showing each members' pro rata earnings) and reported on each member's Form 1040, Schedule C as if the LLC did not exist for tax purposes.
- [] **Proprietorship.** Tax Note: For this choice the LLC can have only one member (in some states, a husband and wife may count as one member). Proprietorship classification provides pass-thru taxation (single taxation on earnings). With this choice, all taxation should be reported on the one member's personal return as if the LLC did not exist for tax purposes. Net income must be reported on the member's Form 1040, Schedule C.

If Accuplan is filing a new LLC for you, please list the Member Units (LLC Shares) info below. See the "Guidelines" instructions on the page below for help and examples for filling out this part of the application. If you will have more than four members, please contact your Designated Plan Consultant. Each "Percent" column used must total 100%. In most cases voting power and financial interests will be combined together, so that each LLC unit will include equal amounts of voting control and financial interests. In that case use only the first "Percent" column below:

Name	Percent of LLC Units	Percent of Voting Power	Percent of Financial Interests
1. _____ Mailing Address _____ City/St/Zip _____	_____	_____	_____
2. _____ Mailing Address _____ City/St/Zip _____	_____	_____	_____
3. _____ Mailing Address _____ City/St/Zip _____	_____	_____	_____
4. _____ Mailing Address _____ City/St/Zip _____	_____	_____	_____
Totals:	100%	100%	100%

OTHER BUSINESSES

Do any of the above members also own part or all of any other businesses (sole proprietorship, LLC, partnership, corporation)? Yes [] No []

If you answered Yes, please discuss with your Plan Consultant what business(es) these members currently have ownership in. Your plan may be affected by the "Controlled Group of Businesses" rules (see page 9).

GUIDELINES FOR DETERMINING MEMBERSHIP ARRANGEMENTS OF AN LLC

(Read this if Accuplan is filing an LLC for you. If you already have an LLC, you may skip this section.)

Note: The following represents only general guidelines and is not intended as legal or tax advice for your own situation. Please consult an independent legal or tax advisor if you have questions about the most appropriate allocation of member units for your LLC.

Voting control and financial interests in an LLC may be coupled together, or they may be separated (financial interests are the pro-rata share of profits, losses and cash distributions). LLC membership units (shares) may combine voting control and financial interests together equally in each LLC unit, or voting control and financial interests may be separated. For example, the principal member's units might represent 25% of the LLC Units, 25% of the financial interests, and 51% of the voting control. In most cases voting control and financial interests will be combined together, so that each LLC unit will convey equal amounts of voting control and financial interests. In that case use only the first "Percent" column on the following page.

Examples 1 and 2 are where parent control along with children income tax strategies are planned:

Example 1 - Wife (Mother) Is Not Active in Business

Sole Manager Husband (father)
Voting Control 100% to Husband
Financial Rights 2% to Husband, 98% to Children

If none of the children are of legal age, the wife (mother), or some other adult, would be required as a second member (holding minimal financial rights) in order to qualify the LLC for partnership tax classification.

Example 2 - Wife (Mother) Is Active in Business

Co-Managers Husband and Wife (parents)
Voting Control 50% to Husband, 50% to Wife
Financial Rights 2% to Husband/Wife, 98% to Children

To avoid conflict in the management role when both spouses are active in the business, one spouse can be limited to non-management and even non-voting as follows:

Example 3 - Wife Active in Business

Sole Manager Husband
Voting Control 50% to Husband, 50% to Wife
-- Or --
Voting Control 100% to Husband
Financial Rights 2% to Husband/Wife, 98% to Children

A husband and wife alone can hold the membership units, holding all the voting and financial rights, if no children can or will be used in tax planning strategies:

Example 4 - Wife Is Not Active in Business & No Children

Sole Manager Husband
Voting Control 50% to Husband, 50% to Wife
-- Or --
Voting Control 100% to Husband
Financial Rights Up to 98% Husband, at least 2% to Wife (for partnership tax class.)

Example 5 - Wife Is Active in Business

Co-Managers Husband and Wife
-- Or --
Sole Manager Husband (to avoid management conflicts)
Voting Control 50% to Husband, 50% to Wife
-- Or --
Voting Control 100% to Husband (conflict avoidance)
Financial Rights 50% to Husband, 50% to Wife

Example 6 - Members Are Not Closely Related, Not a Family Business.

If the LLC is for non-related or not closely related members, voting and financial rights will be divided in accordance with the members' needs.

Note that in all of these arrangements there are at least two members with financial rights. This assures partnership tax status. All parties in the LLC, regardless of whether or not they possess voting rights, are treated as members (partners) in the state where the LLC is organized and with the IRS. All will be listed in the LLC Operating Agreement, on the Membership ledger, and all must get a K-1 for their portion of income or losses. If corporate or proprietorship tax classification is chosen, 100% of the voting and financial rights can go to one person (see the previous page of this Application).

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CORPORATION

NOTE: The corporate name you wish to use must be checked with the Secretary of State for availability. Either you must do this in advance (Accuplan can provide your state's website or phone number) or Accuplan can do this for an extra fee. See "Fees And Charges" at the end of this application.

Corporation Name _____
(You must use one of the following at end of the corporation's name: "Corporation", "Corp.", "Incorporated" or "Inc.")

Corp. Street Add. _____ Phone No. _____

City _____ County _____ State _____ Zip _____

Mailing Address (if different from Street Address) _____

Mailing City _____ County _____ State _____ Zip _____

Corporation Fiscal (Tax) Year-end: _____
(Default is December 31 for Calendar Year businesses)

Brief description of type of business activity the corporation will be engaged in (**REQUIRED**): _____

If your Corporation is already in existence, please provide the following information:

Corporate Tax ID No.: _____ Original Incorporation Date (registered with State): _____

If Accuplan is filing a new corporation for you, please complete the rest of this section.

DIRECTORS AND OFFICERS

Name the individual(s) who will hold the positions listed below (or who will at least initially hold them). In most states this can be one person*, and that person may be the sole shareholder as well. You can ask your Accuplan Designated Plan Consultant for additional general information about this.

Chairperson of Board of Directors *

Other Director (if any)

Other Director (if any)

Other Director (if any)

President *

Vice-President (if any)

Treasurer *

Secretary *

* Corporate positions marked with an asterisk must be completed, but may be held by one and the same person in most states.

Name the one or two persons who will be authorized (at least initially) to write checks and handle the Bank Account for the Corporation.

If you know which Bank the Corporation will use initially, provide its name: _____

STOCK ISSUANCE AND PAR VALUE

NOTE: If Accuplan is creating the corporation for you, then note that some states have a minimum par value and many states require that you report (in your initial state filing) the par value and number of corporate shares available (ask Accuplan about your state). Accuplan will print that info on your stock certificates and corporate records if you provide it. Otherwise, the certificates and records will simply have blank lines for you to fill in later. See the "Corporation Guidelines" section below for more information.

Stated/Par Value Per Share \$ _____ Total No. Shares Available _____ Or, Print Blank Lines []

NOTE: The stated par value of your shares does not need to be the actual price at which you expect to issue/sell the shares. In fact, it should be much smaller. The market value can and should be greater (but never less) than par value. For example, you could authorize 500,000 shares with a "par value" of \$0.01. The initial "market value" may be appraised at \$1/share (allowing for initial capitalization of \$500,000). You would account for this in your balance sheet by showing \$5,000 as "common stock" and \$495,000 as "additional paid-in capital." Consult with your CPA for more details about this.

EXPECTED INITIAL STOCK PURCHASES BY OWNERS

Complete this page only if Accuplan filing a new corporation and providing corporate documents for you. For each owner’s personal purchase, list the owner’s full name. If the corporation has more than 8 shareholders (but no more than 20 shareholders), make photocopies of this page as necessary. If there will be more than 20 shareholders, please contact Accuplan first. See the “Corporation Guidelines” section below for more information.

Shareholder Name/Address	Initial No. Shares	Amount Contributed
1. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
2. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
3. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
4. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
5. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
6. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
7. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	
8. _____ Mail _____ Add. _____ City/St/Zip _____	_____	\$ _____
	Relationship to Applicant: _____	

Please complete this section whether your business already exists or Accuplan is filing it.

OTHER BUSINESSES

Do any of the above owners also own part or all of any other businesses (sole proprietorship, LLC, partnership, corporation)? Yes [] No []

If you answered Yes, please discuss with your Plan Consultant or your independent professional advisor what business(es) these stockholders currently have ownership in. Your plan may be affected by the “Controlled Group of Businesses” rules (see page 9).

CORPORATION GUIDELINES FOR DETERMINING NUMBER OF SHARES AND PAR VALUE (Read this if Accuplan is filing a new corporation for you. If you already have one, you may skip this section.)

NOTE: The following represents only general guidelines and is not intended as legal or tax advice for your own situation. Please consult an independent legal or tax advisor if you have questions about the most appropriate allocation of stock.

Number of Shares.

Some states require the total number of shares available (authorized) of your corporation's stock to be stated in your corporate filing (ask your Accuplan Designated Plan Consultant about your state's requirements). However, no state requires any specific number of authorized shares.

No matter how many shares are authorized, the corporation can issue a lesser number of shares. For example, you might start out as the only shareholder, but you know that you want to attract a few investors later. One possibility might be for your corporation to have 1,000 shares available, with you initially issuing only 100 to yourself. That leaves another 900 available to sell to future investors, without having to restructure the stock or amend your Articles of Incorporation. There is no problem if you never issue all the shares available.

The larger the number of shares that are made available, whether they are issued or not, the finer division you can make with the shares. For example, if only 100 shares are available, then issuing a fraction like 52.5% to a given shareholder may present problems. In that example, 52.5% equals 52 and 1/2 shares, but you may not want to issue 1/2 share, or any fractional shares. 1,000 shares works out to a whole number in that example; 52.5% of 1,000 equals 525 shares.

If your corporation will ever issue a percentage of total shares where the percentage has two places after the decimal point, 52.55% for example, you may want to have 10,000 shares available. In that example, 52.55% equals 5,255 shares. Percentages with 3 places after the decimal require 100,000 shares or more to work out to a whole number.

Generally, the corporation might prefer to have a round number available (whether they are all issued initially or not). For example, depending on the anticipated number of shareholders and the extent of the fractions, you should consider one of the following numbers of shares available: 100, 1,000, 10,000, 100,000, etc.

Par/Stated Value.

NOTE: While the par value of your corporation's stock generally can be any amount you desire (see following paragraph), be aware that many states increase the corporate filing fee as the total par value of all your authorized shares increases. You may want to set a lower par value to obtain a lower fee or to obtain the minimum filing fee.

The terms "par value" and "stated value" are practically one and the same in meaning. Some states require a value to be stated in your corporate filing (you can ask your Designated Plan Consultant for your state's requirements). There is no legal, tax or economic rule or formula that requires a specific par value (although some states may have a minimum par value).

Take an example of 100,000 shares issued with a par value of \$0.01 each, but the shareholders actually contribute \$200,000 for all the shares (market price of \$20/share). The corporation's balance sheet might treat the \$200,000 capitalization as follows: Common Stock - \$1,000 (100,000 shares times \$0.01 par value) and Additional Paid In Capital - \$199,000 (100,000 shares times \$1.99, which is the difference between market value over par value). Keep in mind that capital can be contributed to the corporation in the form of many things besides cash.

For example, real estate, inventory, equipment and accounts receivables can be contributed (but be sure to consult your own advisor(s) for the tax and legal ramifications of that and also be sure to obtain an independent fair market appraisal for such property to ensure the correct amount of stock was provided).

Watered Stock.

Finally, issuing "new" stock for less than par value (sometimes called "watered stock") may incur legal liability to the purchaser for the difference between the contributed amount and the stated par value (called legal capital), which is why many owners make their stock's par value very low. Please consult an expert before issuing watered stock.

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ALL BUSINESS ENTITIES

(Read and complete this page regardless of the type of business entity you will be using)

REGISTERED AGENT

Each state requires its business entities to list a Registered Agent who lives in that state (this does not apply to a Sole Proprietorship). You can be the Registered Agent if you physically reside in the state where you want the entity created. Otherwise, you must find a person/entity in your chosen state to act as a Registered Agent. The main purposes of a Registered Agent are (1) to receive official state mail regarding the entity (such as renewal or tax notices) and (2) to accept service of process if the company is sued. The Registered Agent should be someone who will forward such official documents to the company's management.

Identify the State where the business entity will be domiciled: _____

Will the Principal Applicant be the Registered Agent of the business entity? Yes [] No []

If the Principal Applicant is not the Registered Agent, provide the Agent's Full Name and Physical Address below :

LICENSED AND NON-LICENSED PROFESSIONAL BUSINESSES

Licensed professionals include some of the following: doctors, dentists, lawyers, accountants, securities sales professionals, real estate and insurance agents, and possibly others in your state. Non-licensed professionals may include models, radio and TV talent, etc. Consultants, building/construction professionals, hair stylists, massage professionals and other professions may or may not be licensed, depending on local laws. You are responsible for obtaining any necessary licenses. Some states require certain professionals wishing to incorporate to do so as a "Professional Corporation."

1. Will your entity be used for either a licensed or non-licensed professional practice, trade or activity? Yes [] No []

2. If yes, what is the profession, trade or practice? _____

3. Is the profession, trade or practice licensed or regulated by the Home State where your entity will operate? Yes [] No []

4. If yes, does your state's regulatory authorities allow your entity choice to operate in this profession, trade or practice? Yes [] No []

BUSINESS INCOME - EARNED OR UNEARNED

Earned income, generally speaking, is business revenue that is derived from the use of the labor of the owners, employees or contractors to produce and/or sell products, material, commodities, services or labor – in other words, an active business enterprise. Payroll taxes must be paid on the income.

Unearned income, generally speaking, is revenue derived from passive ownership of investments or investment property and is not subject to payroll taxes. The source of unearned business income is often royalties, interest, dividends, property rentals, capital gains, or "S" corporation distributions.

It is **VERY IMPORTANT** to know that **YOUR BUSINESS ENTITY MUST GENERATE "EARNED INCOME"** (i.e., income that is subject to payroll taxes and is reportable on a corporate return or passed through to the owners' Form 1040, Schedule C). This is because a qualified employee plan, such as the Accuplan one.K, cannot be sponsored by a business that does not generate earned income that is subject to payroll taxes. Only earned income can be used to make employee and employer contributions. Therefore, you cannot use a passive (Schedule D or E) entity to sponsor your one.K plan.

EMPLOYEE INFORMATION

Since the operation and administration of an employee plan is dependent on the classification of employees, your Designated Plan Consultant needs to know about your current and/or expected employees in determining if you may find useful certain plan features, such as Immediate vs. Delayed Eligibility or a Safe Harbor vs. a Non-Safe Harbor plan. Moreover, **TO QUALIFY AS A "SOLO one.K" WITH MINIMAL ADMINISTRATIVE OBLIGATIONS**, your plan must meet all of the IRS requirements for a "one-participant" plan which is based on eligibility of employees and ownership of the plan sponsor. Your Designated Plan Consultant can give you more information about this or you can review the definition by looking at the "Form 5500-EZ Instructions" on the IRS website (www.irs.gov). For computational reference below, 1000 hours/year is equivalent to just under 20 hours/week for 52 weeks.

Do you, or will you, have any employees **OTHER THAN** the Applicant and/or Applicant's spouse? Yes [] No []

If Yes, list the number of other employees expected to work part-time (less than 1000 hours/year): _____

If Yes, list the number of other employees expected to work at least 500 hours/year: _____

If Yes, list the number of other employees expected to work at least 1000 hours/year: _____

INFORMATION REQUIRED FOR YOUR one.K PLAN

PRIOR PLANS

Does any company you currently own have (or has ever had) a 401(k) or other qualified retirement plan? Yes [] No []

If Yes, what is the 3-digit Plan Number (e.g., 001, 002, etc.) of the current or most recent plan? _____ Is that plan still active? Yes [] No []

If you have a plan that is still active, you have some choices. You can maintain two separate plans that cover different employees, such as union vs. non-union employees (very uncommon in small companies); you can terminate the existing plan and Accuplan can create a second "new" plan for your business; or you can avoid terminating the existing plan by "restating" it with Accuplan's plan documents ==> **New plan** [] **Restated** []

PLAN NAME AND OTHER INFO

There are many options when choosing a Plan Name. The most common choice is to use the company name, partially or fully, followed by "401(k) Plan," "Profit-Sharing Plan," or "Retirement Plan." For example, "ABC Consulting, Inc." might use a plan name of "ABC Consulting 401(k) Plan."

New (or current) Plan Name: _____
(If you are wanting Accuplan to restate your current active plan, please provide the full name of that plan here – otherwise, choose a name for your new plan)

Effective Date for New/Current Plan _____
(**NEW PLANS:** cannot be earlier than January 1 of the current year. **RESTATED PLANS:** please enter original effective date of your current plan)

Plan Year End (Mo/Day) _____ Restatement Effective Date: _____
(Default is December 31 but you may use the corporation's fiscal year-end) (Date any restatement will take effect)
(No earlier than Jan. 1 of current year)

Will this be a "Safe Harbor" or "Non-Safe Harbor" plan? Safe Harbor [] Non-Safe Harbor []

A Safe Harbor plan can provide an exemption from certain discrimination tests. Compliance requires 3% annual employer contributions to eligible employee accounts and several other requirements that do not apply to a Non-Safe Harbor plan. If your plan will cover "non-HCE" common law employees, consult a licensed benefits advisor about this option. A Safe Harbor plan is not available if you also choose Immediate Eligibility below.

Will the plan allow for Immediate Eligibility (and participation) for all employees OR have a one-year (1000+ hours) eligibility requirement?

Note: Immediate Eligibility permits the owners to begin employee deferrals and receive matching contributions immediately, but it also means that ALL employees, including current/future part-time employees, will likewise be immediately eligible for full participation in the plan. **Delayed Eligibility** means that only those employees, including the owners, who have worked at least one "full year" (defined as 1000+ hours) are eligible to participate in the plan. (Under the SECURE Act, employees who work at least 500 hours for three consecutive years, and are age 21+ by then, would be eligible to make employee elective deferrals but would still need to work 1000+ hours to qualify for employer profit-sharing, matching, and safe harbor contributions.)

Eligibility Requirement: Immediate Eligibility [] Delayed Eligibility []

PLAN CUSTODIAL AND ROLLOVER ACCOUNTS

You will need to set up a company 401(k) custodial account with American Estate & Trust, LC (AET) to hold plan assets. There will be a small annual fee for each employee who will have any assets (cash, stock, real estate, etc.) in the plan. Ask your Designated Plan Consultant for details and current account pricing. AET will provide annual reporting of account transactions, simplifying some of your administration (such as Form 5500 reporting). Ask your Designated Plan Consultant for an AET employer 401(k) custodial account application (if not already given to you).

If you will be rolling over funds into the one.K, then AET can provide a "temporary" IRA account for each participant performing an initial rollover. Ask your Designated Plan Consultant for a separate AET IRA account application for each person wishing to roll over funds into the plan.

PLAN ADMINISTRATOR AND TRUSTEE SELECTION

The one.K requires a Plan Administrator and one or more Trustees. Each will have substantial fiduciary duties under ERISA rules. Neither Accuplan nor AET will be acting as the Plan Administrator or as a Trustee. You or another employee can be the Trustee, or you can hire an independent Trustee.

By default, the Business Entity sponsoring the plan will be named the Plan Administrator and the Principal Applicant listed on Page 1 of this application will be named the Plan Trustee. Using Co-Trustees will require two signatures on each transaction, so one Trustee may be simpler. However, if there is not a Co-Trustee, then you may wish to designate a Successor Trustee (in your own separate document) who will have authority to access the Plan funds in case the primary Trustee should resign or else become deceased or incapacitated. If you wish to designate a person or entity OTHER THAN the Principal Applicant(s) to act as Trustee(s), Accuplan can change the plan documents (only if Accuplan is informed prior to the initial processing of this application). Accuplan must receive the separate written appointment and it must state, for each Trustee, the Trustee(s)'s name, SSN/EIN, address, phone and e-mail information. It must also be notarized by a notary public verifying each independent Trustee's signed acceptance.

Please check the corresponding box below to indicate your choice:

Plan Trustee: Principal Applicant(s) (Normal choice) [] Another person or entity (notarized acceptance of appointment attached) []

Plan Trustee Name: _____ Optional Co-Trustee Name: _____
(Default Trustee is Principal Applicant)

THIRD-PARTY PLAN ADMINISTRATOR

If your plan will be covering eligible common law employees (non-owners), then as Plan Administrator, you may wish to retain a third-party plan administrator ("TPA") to assist with potentially complex plan compliance matters (annual discrimination testing, participant activity reporting, Form 5500 government reporting requirements, periodic required and optional plan updates, etc.). Administrative failures can potentially lead to substantial fines, plan disqualification, or other serious consequences. You can discuss this with your Designated Plan Consultant listed at the top of page 1 above.

CRITICAL NOTE: The next several pages of this Application contain multiple important disclosures about the plan you are ordering. It is very important that you carefully read each page and confer with your own independent advisor(s) about the issues discussed prior to signing this Application. You (and your spouse, if listed on page 1) must read and initial each section where requested, and then sign the Order Agreement page before your Application can be processed.

CONTROLLED GROUP OF BUSINESSES

For plan testing purposes, ERISA rules treat multiple employers as though they were one employer if there is sufficient common ownership or else a combination of joint ownership and common activity. This applies to all forms of business entities. When the rules are applied to a group of commonly owned corporations, it is called a “controlled group of corporations.” When applied to a mixed group of corporations, partnerships, sole proprietorships, or other forms of business, it is referred to as “trades or businesses under common control.” Groups that are based on common ownership or joint activity (or a combination thereof) are referred to as “affiliated service groups.” **The reason this is important is because if you own two or more entities, you may need to count the employees of each entity as being potentially eligible for this plan.** It also affects which versions of Form 5500 you may file (for example, plans sponsored by a controlled group cannot file Form 5500-EZ). For parent-subsidiary companies, there is an 80% common ownership rule; for brother-sister companies, there is an 80% and a 50% rule. Moreover, the rules take into account what is known as “constructive ownership,” which means that ownership interests by certain related persons/entities may be added to your own interests to determine how much total ownership each of you have. Still other rules allow you to exclude certain interests. These rules are very complex and neither Accuplan nor your Designated Plan Consultant can provide specific professional advice for your situation. Accuplan can provide a reference to the rules, if you believe this may apply to you, so that you can consult with a competent, independent advisor. **By default, the plan documents will indicate that your company is not part of a controlled group or affiliated service group; but if it is, you must amend the plan accordingly.**

I have read the above section, understand its importance, and will consult with an independent advisor to determine how these issues might affect me and my plan.

Applicant 1 Initials

Applicant 2 Initials

PROHIBITED TRANSACTIONS

Both ERISA and IRS rules prohibit certain transactions between a qualified plan and “disqualified persons.” The purpose of the rules is to prevent self-dealing and to minimize conflicts of interest that could adversely affect the plan. ERISA §§ 406-408 and Internal Revenue Code § 4975 detail these rules. Other regulations and notices issued by the DOL and IRS further refine and explain the rules. Since your plan is self-directed, it may be possible for you or other participants to purchase nontraditional assets with plan funds. Some of these transactions could violate the rules. **Examples:** using your plan funds to purchase a property you (or certain related parties) already own; having your plan purchase an investment property and then renting it to your child (even at fair market rent); receiving compensation from an entity in which your plan has a significant ownership; a relative providing sweat equity labor or other services to a business owned by your plan, etc.. **Note: it is very important that you understand what the rules are before investing or otherwise interacting with plan assets.** Accuplan provides some general guidance in its Product Guide that comes with the plan but that does not substitute for legal or tax advice. You must consult your own independent advisor when deciding how to invest your plan assets.

I have read the above section, understand its importance, and will consult with an independent advisor to determine how these issues might affect me and my plan.

Applicant 1 Initials

Applicant 2 Initials

UBIT AND UDFI

If your plan funds are invested in certain assets, there could be special tax consequences. **UBIT (Unrelated Business Income Tax) applies to plan investments in active businesses.** For example, if you invest your plan in a limited partnership that incurs taxable active income, then the allocation of income that passes through to the plan would be subject to UBIT (which is taxed at trust tax rates – currently less favorable than corporate rates). There are exemptions from UBIT for certain passive investments such as dividends, royalties, interest, and real property rent. Thus, if your plan invested in a C-corporation that issued dividends to its stockholders, the plan should not have to pay UBIT on those dividends (because the corporation is already paying its taxes at the entity level). Note that the plan is expected to invest in long-term passive investments for your retirement and cannot run a business itself, so there could be problems if your plan is too active in its activities (such as flipping houses). Active enterprises need to be run in an entity outside the plan. **UDFI (Unrelated Debt-Financed Income) applies to passive investments that utilize debt financing.** For example, if your plan purchases tax lien certificates and borrows 50% of the purchase price, then approximately half of the first year’s revenues would be subject to UDFI taxation. As the debt is paid down, the UDFI fraction is reduced. Qualified plans may be exempt from UDFI if the debt is used to purchase real property. It is important to understand UBIT and UDFI consequences when engaging in self-directed plan investments. Accuplan does not provide legal or tax advice for your particular situation so be sure to consult a competent, independent advisor if these issues may apply to your investment choices.

I have read the above section, understand its importance, and will consult with an independent advisor to determine how these issues might affect me and my plan.

Applicant 1 Initials

Applicant 2 Initials

ERISA BONDING AND ANNUAL FORM 5500 FILING

Title I of ERISA requires that all pension plans be bonded to protect plan assets from loss due to improper use (such as embezzlement). Some plans are not subject to Title I, however. Only plans that cover at least one “employee” are deemed to be under Title I. Solely for purposes of that rule, certain persons are not considered employees: partners (and their spouses) in a partnership as well as one person (or one person and spouse) who own 100% of a business, whether incorporated or not. Plans that cover only those persons are deemed a “one-participant plan” and do not need bonding. **Note: All other plans need bonding!** Leased employees may count as employees for this purpose. Also, an “independent contractor” may be deemed to be a common law “employee.” It is your responsibility to determine whether your plan qualifies as a one-participant plan. Accuplan can refer you to an IRS-approved surety company for an ERISA bond if needed. An optional fiduciary liability bond can protect fiduciaries (trustee, etc.) from negligence suits. **Also, most plans will need to file an annual information return (Form 5500 and Schedule I).** You can choose your own preparer for assistance in preparation. Some plans may file the simpler Form 5500-EZ or Form 5500-SF, or you may not need to file at all.

I have read the above section, understand its importance, and will consult with an independent advisor to determine how these issues might affect me and my plan.

Applicant 1 Initials

Applicant 2 Initials

TERMS AND CONDITIONS

This Information and Order Agreement (“**Agreement**”) for a combination of: an optional new corporation or LLC (if requested) and a profit-sharing/401(k) retirement plan (the combination referred to as an “**Accuplan one.K**”), is made as of the (latest) day and year set forth next to the signature of the Applicant(s) below. This Agreement incorporates all pages of this application, whether submitted to Accuplan simultaneously, successively or in any sequence or order, and whether submitted by fax, email, postal carrier, private courier or otherwise.

1. Definitions. When used in this Agreement, the following capitalized terms shall have the meanings as set forth below. Additionally, all terms used in this Agreement that are not accordingly defined shall have the meanings as set forth elsewhere in this Agreement.

1.1 “Applicant(s)” (also “**you**” and “**your**”) means the person(s) and/or entity(ies), and each of them, making and executing this Agreement as well as the sponsoring business entity. If multiple Applicants, verbs using single tense shall be treated as plural.

1.2 “Plan Consultant” (also called “**Designated Plan Consultant**” or “**Planner**”) means the salesperson(s) who assisted the Applicant(s) with this Agreement and any general (non-legal/tax) information requested regarding the features of an Accuplan one.K.

1.3 “Associated Parties” means and includes (jointly and severally), with respect of a person or entity, its principals, owners, members, shareholders, partners, directors, officers, managers, employees, agents, associates, representatives, advisors, consultants, attorneys, accountants, contractors and subcontractors, and each of them.

1.4 “Accuplan” (also “**we**”, “**us**” and “**our**”), solely for purposes of this Agreement’s obligations, means only Financial & Retirement Resources, LLC; and solely for purposes of this Agreement’s rights and benefits and other non-obligations, means (jointly and severally) Financial & Retirement Resources, LLC and its controlled and controlling, direct and indirect, affiliates, parents, subsidiaries, divisions, and all Associated Parties acting through, under, or in concert with any of the foregoing, and each of their former, present, and future Associated Parties, in each case in their personal, corporate, authorized, representative or other capacities, and the predecessors, successors, assigns, personal representatives and heirs of any of the foregoing.

1.5 “Profit-sharing/401(k)” means a retirement plan which provides tax-deferred retirement benefits, and is defined further and regulated under Sections 401(a) and (k) of the Internal Revenue Code and related Dept. of Labor and Treasury laws and regulations.

1.6 “one.K” means, for purposes of this Agreement, the combination of a Profit-sharing/401(k) retirement plan, provided by Accuplan, and a business entity sponsor (optionally provided by Accuplan at the Applicant(s)’s request in this Agreement).

1.7 “Product Guide” means any copy of the user manual, operating guide or other written materials provided to the Applicant(s) in connection with this Agreement and which relate in any way to the plans, products or services ordered by the Applicant(s).

1.8 “Dispute” means any dispute, claim or controversy concerning or related to the Accuplan one.K or the terms of this Agreement or the rights, obligations or duties created thereby or hereby. Notwithstanding the foregoing, any claims by Accuplan (or its licensors) for injunctive relief as described in [Section 11](#) or enforcement of Accuplan’s (or its licensors’) intellectual property rights as described in [Section 9](#) and [Section 10](#), or for any equitable relief not otherwise described, may, at Accuplan’s (or its licensors’) sole discretion, be instituted without regard to the requirements of [Section 2](#).

2. Dispute Resolution. If any Dispute arises, the Applicant(s) agrees that such Dispute shall first be negotiated in good faith with Accuplan to come to a resolution. If no resolution is reached within thirty (30) days of both parties receiving notice of the Dispute, the Applicant(s) agrees to then try in good faith to settle the Dispute by non-binding [mediation](#) administered by the American Arbitration Association under its Commercial Mediation Procedures (unless a procedure is otherwise provided herein) before resorting to [arbitration](#), litigation or some other dispute resolution procedure. Such mediation shall occur in Salt Lake County, Utah or, if permission is provided by Accuplan, via telephone. If not settled by [mediation](#) within another thirty (30) days, then the Applicant(s) agrees that such Dispute shall be resolved by final, binding [arbitration](#) administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (unless a rule is otherwise provided herein), including the Optional Rules for Emergency Measures of Protection, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction consistent with this Agreement. Arbitration shall occur in Salt Lake County, Utah. Applicant(s) consent to such exclusive jurisdiction and waive objections to venue.

2.1 In any action or arbitration instituted to resolve a Dispute, the prevailing party shall be entitled to reasonable attorneys’ fees and costs (but the costs of mediation shall be borne as provided under the applicable Commercial Mediation Procedures). If the Applicant(s) institutes any such action or arbitration and subsequently abandons it prior to final resolution (with abandonment defined as any 6 consecutive months of inactivity), then each defendant shall be deemed a prevailing party entitled to its reasonable attorneys’ fees and costs from the Applicant(s).

2.2 In no event shall the demand for mediation or arbitration be made after the date the institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

2.3 IF THE APPLICANT(S) FAILS OR REFUSES TO NEGOTIATE, MEDIATE OR ARBITRATE IN GOOD FAITH ANY DISPUTE OR FAILS OR REFUSES TO PROVIDE PRIOR NOTICE TO ACCUPLAN REGARDING ANY DISPUTE, APPLICANT(S) HEREBY AGREES THAT ACCUPLAN WILL BE ENTITLED TO ALL REASONABLE ATTORNEYS’ FEES AND COSTS FOR RESPONDING TO ANY LITIGATION OR OTHER DISPUTE RESOLUTION PROCEEDING WHICH THE APPLICANT(S) INITIATES PRIOR TO ENGAGING IN SUCH GOOD FAITH NEGOTIATION, MEDIATION OR ARBITRATION. MOREOVER, APPLICANT(S) UNDERSTANDS AND AGREES THAT NO INDIVIDUAL EMPLOYEE, OFFICER, MANAGER, DIRECTOR, OR OTHER INDIVIDUAL HAS ANY PROFESSIONAL OR FIDUCIARY DUTY TO APPLICANT(S) OR HAS MADE ANY MATERIAL REPRESENTATIONS TO INDUCE APPLICANT(S) INTO ORDERING THE PRODUCTS AND/OR SERVICES LISTED IN THIS APPLICATION. APPLICANT(S) FURTHER HEREBY AGREES TO REIMBURSE IMMEDIATELY ANY SUCH INDIVIDUAL (WHO IS NAMED AS A DEFENDANT IN ANY LEGAL PROCEEDING INITIATED OR JOINED BY APPLICANT(S)) FOR ALL LEGAL EXPENSES AND COSTS ASSOCIATED WITH DEFENSE OF ANY SUCH LEGAL ACTION.

Applicant 1 Initial

Applicant 2 Initial

3. No Endorsement Of Other Professional Advisors. THE APPLICANT(S) FURTHER ACKNOWLEDGES, AGREES AND UNDERSTANDS: i) ACCUPLAN DOES NOT SELL, ENDORSE, OR RECOMMEND AND HAS NOT SOLD, ENDORSED OR RECOMMENDED ANY INSURANCE, ANNUITIES, SECURITIES, MUTUAL FUNDS OR ANY OTHER INVESTMENT OR FINANCIAL PLANNING PRODUCTS OR SERVICES; AND ii) ACCUPLAN DOES NOT ENDORSE, RECOMMEND, OR APPROVE ANY INSURANCE COMPANIES, BROKER-DEALERS OR ANY OTHER FINANCIAL INSTITUTION. ACCUPLAN DOES NOT ENDORSE, RECOMMEND, CONTROL OR REGULATE ANY PLANNERS, ADVISORS, SECURITIES REPRESENTATIVES, INSURANCE AGENTS, ATTORNEYS, CPAS OR OTHER PROVIDERS OF PROFESSIONAL, LEGAL, ACCOUNTING, OR FINANCIAL PRODUCTS OR SERVICES. SUCH PERSONS MUST ACT AND DO ACT INDEPENDENTLY IN EXERCISING THEIR OWN PROFESSIONAL JUDGMENT ON BEHALF OF THE APPLICANT(S).

4. Accuracy and Completeness. The Applicant(s) is responsible for the accuracy, completeness and genuineness of all data and information provided in this Agreement. The Applicant(s) hereby authorizes Accuplan to conclusively rely on all such data and information, and Accuplan shall be under no duty or obligation to authenticate the source, or verify the accuracy, completeness or genuineness of any such data or information. Other than the data and information provided in this Agreement, the Applicant(s) considers no other data or information relevant or significant in or for the Accuplan one.K. The Applicant(s) hereby acknowledges and understands that if there are any errors or omissions in the data or information provided to Accuplan, then inaccurate, incomplete, and unreliable results will result.

5. Unknown and/or Conflicting Matters. The Applicant(s) expressly acknowledges and agrees that all of the facts and circumstances relating to the Accuplan one.K may not be known or that the proper significance may not have been ascribed thereto by the Applicant(s), but notwithstanding, the Applicant(s) desires to enter into this Agreement and further expressly agrees to protect, indemnify, defend and hold harmless Accuplan, as provided herein, with full knowledge that there may be such unknown matters that might have materially affected the decision to enter into this Agreement. The Applicant(s) shall comply with all other agreements, instruments, entities, instruction, etc. related to the Accuplan one.K. The Applicant(s) represents and warrants that this Agreement does not conflict with any other agreement to which Applicant is bound and obligated.

6. Developing Law. The Applicant(s) expressly acknowledges and agrees that federal, state and local laws and regulations with respect to business entities and retirement plans may change from time to time and thereby affect this Agreement and/or the validity or effectiveness of the one.K. Accuplan, in its sole discretion, may send out notices of updates for the one.K or its related documentation. Such updates will incur an additional charge. The Applicant(s) agrees to notify Accuplan of any address change so that notices may be timely received and also agrees that failure to comply with any legal requirements may result in disqualification of the one.K with serious legal and/or tax consequences. The Applicant(s) has sole responsibility for ensuring compliance with all laws, regulations and guidelines including any updates. Accuplan is never obligated to provide any notices of required or optional one.K updates but may choose to do so strictly as a courtesy to customers. Accuplan and the Designated Plan Consultant have not, and will not, provide advice, representations, guarantees or warranties with respect to the applicability of laws, regulations or guidelines to the Applicant(s)'s particular situation.

7. Capitalization. The Applicant(s) understands that the one.K being ordered with this application may not be effective unless the Applicant(s) has already transferred money and/or other property into any new sponsoring business entity in exchange for ownership units. This is a process known as "capitalization." The Applicant(s) understands that the responsibility for such transfers of money and/or other property is solely that of the Applicant(s), with optional educational assistance from Accuplan. The Applicant(s) understands that Accuplan has not been engaged and is not responsible for such transfers or providing assistance for such transfers, and the Applicant(s) hereby expressly holds Accuplan harmless from any claims, costs or losses which may occur should the Applicant(s) fail in its responsibility to properly effectuate such transfers of the money or other property.

8. Disclaimer. Accuplan shall not be responsible or liable under any circumstances for any claims, costs, losses or damages of any kind or nature whatsoever, whether foreseeable or not, arising from, related to, or as a result of any act or omission to act by any party other than Accuplan, and further shall not be so responsible or liable in the event of any delays or irregularities in closing, settlement or transfer of funds or property to/from the one.K.

9. User License. Subject to the terms and conditions of this Agreement, Accuplan grants the Applicant(s) a nonexclusive, nontransferable, revocable and limited license to use the single copy of the one.K documentation (which expressly includes the Product Guide), delivered to the Applicant(s) under this Agreement for the Applicant(s)' own use in obtaining a basic (non-legal, non-tax) understanding of the rules and operational requirements of the one.K being provided under this Agreement. Notwithstanding the foregoing, the Applicant(s) covenants, represents and warrants that it shall not directly or indirectly do or permit any other person or entity to do any of the following: (a) charge money, collect fees or receive remuneration from any other person or entity in exchange for use of the one.K documentation; (b) modify, adapt, alter, translate, transmit, reproduce, copy or publish the one.K documentation; (c) license, sublicense, sell, resell, rent, lease, give or transfer the one.K documentation to any person or entity, or permit any person or entity to view or access the one.K documentation, except that the Applicant(s) may disclose the one.K documentation to accountants and legal counsel who directly assist and advise the Applicant(s) on the one.K acquired under this Agreement, provided that the Applicant(s) remain(s) solely responsible for ensuring such accountants and counsel comply with the covenants, representations and warranties in this provision; (d) create derivative works of the one.K documentation or use the one.K documentation for the creation of any new products, services, applications, software modules, solutions or programs of any kind; (e) use the one.K documentation for any purpose other than as expressly permitted by this Agreement; (f) remove, alter, or obscure in any way Accuplan's or its licensor's proprietary rights notices (including, without limitation, copyright notices) on or within the one.K documentation; (g) use or assist any third party to use the one.K documentation for any activity that is (or could be construed by a reasonable person as) competitive with any business practices of Accuplan or its licensors; or (h) use or assist any third party to use the one.K documentation for any unlawful, improper or fraudulent activity. Accuplan reserves the right, in its sole discretion, to immediately terminate the Applicant(s)' license to use the one.K documentation if the Applicant(s) engages in any of the foregoing activities or permits any other person or entity to do so. The Applicant(s) agrees that Accuplan (or its licensors) may institute legal proceedings in Salt Lake County, Utah against the Applicant(s) for any violation of this [Section 9](#) or of [Section 10](#) without regard to the requirements of [Section 2](#). In such cases, the Applicant(s) hereby consents to such jurisdiction and waives objections to venue therein.

10. Copyrighted Materials. The one.K documentation is protected by U.S. and international copyright, trademark and other laws. The Applicant(s) acknowledges and agrees that the one.K documentation, all copies and derivative works thereof (by whomever produced), and all worldwide intellectual property rights in each of the foregoing are the exclusive property of Accuplan and its licensors. All rights in and to the one.K documentation, all copies and derivative works thereof (by whomever produced), and all worldwide intellectual property rights in each of the foregoing, not expressly granted to the Applicant(s) in [Section 9](#) of this Agreement are reserved by Accuplan and its licensors. Should the Applicant(s) acquire any right, title or interest in and to the one.K documentation, any copies and derivative works thereof (by whomever produced), or any worldwide intellectual property rights in any of the foregoing, by operation of law, this Agreement or otherwise, the Applicant(s) agrees to assign, and hereby assigns, all such right, title and interest to Accuplan free of additional consideration. The Applicant(s) shall provide and execute all documents necessary to effectuate and record such assignments to Accuplan.

11. Injunctive Relief. The Applicant(s) acknowledges and agrees that damages are an inadequate remedy in the event of a breach or intended or threatened breach of Section 9 or Section 10 and that any such breach by the Applicant(s) shall cause Accuplan and its licensors irreparable injury and damage. Accordingly, the Applicant(s) agrees that Accuplan shall be entitled (without waiving any additional rights or remedies, including monetary damages, otherwise available at law, or in equity, or by statute) to preliminary and permanent injunctive relief in the event of a breach or intended or threatened breach of the foregoing section by the Applicant(s) without the necessity of posting a bond, proving actual damages or following the requirements of Section 2.

12. Warranty. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, THE ONE.K DOCUMENTATION) AND SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, AND ANY INTELLECTUAL PROPERTY RELATING TO ANY OF THE FOREGOING, ARE PROVIDED ON AN "AS IS" BASIS. NEITHER ACCUPLAN NOR ITS LICENSORS MAKES ANY WARRANTY OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, AND ACCUPLAN AND ITS LICENSORS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU.

13. Independence of Planner (Designated Plan Consultant). The Applicant(s) acknowledges and agrees that the Planner may be independent of Accuplan and, if so, is not empowered or authorized to obligate or bind Accuplan. Additionally, nothing in this Agreement shall be construed to render the Planner an employee, partner, agent of, or joint venturer with, Accuplan. Accuplan shall not be responsible or liable under any circumstances for any representations or statements made by the Planner, unless the Planner is, in fact, a W-2 employee of Accuplan.

14. Fraudulent Transfer. The Applicant(s) states and declares that the Accuplan one.K being considered under this document will not be used to hinder, delay or defraud any existing creditors or governmental agencies that have a legal claim or interest in the Applicant's(s') assets, or to hinder, delay or defraud creditors or governmental agencies that the Applicant(s) could reasonably expect to have a current or future claim. The Applicant(s) further states and declares that it intends to repay all existing creditors and otherwise retains the means to discharge all its debts as they come due.

15. Indemnity and Hold Harmless. The Applicant(s) expressly agrees to protect, indemnify, defend, and hold harmless Accuplan from and against any and all claims, costs, losses and damages, taxes, interest, and penalties or any other obligations (including without limitation, reasonable attorneys' fees, court costs, and other litigation and dispute resolution costs), of every kind and nature whatsoever, sustained or incurred by the Applicant(s) or by Accuplan in any way, arising from, related to or as a result of the one.K funding and/or operation; one.K document creation, implementation, or operation; or this Agreement; or any act or omission to act by any party other than Accuplan, whether in whole or in part, and in any way whatsoever.

16. Consequential or Incidental Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ACCUPLAN NOR ITS LICENSORS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS) SHALL BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, THE ONE.K DOCUMENTATION) AND SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ACCUPLAN NOR ITS LICENSORS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS) SHALL BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT PAID BY THE APPLICANT(S) TO ACCUPLAN FOR THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, THE ONE.K DOCUMENTATION) AND SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SO THE ABOVE LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

17. Assignment. The Applicant(s) may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its license with respect to the one.K documentation) to any third party without Accuplan's prior written consent. Any attempted assignment or transfer in violation of the foregoing shall be void. Accuplan shall have the right to assign or transfer this Agreement to any third party without notice to or consent by the Applicant(s). Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

18. Third Party Beneficiaries. Applicant(s) acknowledge and agree that Accuplan's licensors, as discussed in Sections 1.8, 9, 10, and 11, as well as the individuals and/or entities covered in Section 1.4 (as to the rights and benefits of this Agreement) are deemed intended third-party beneficiaries of this Agreement with the right to enforce its terms independently of the Parties. There are no other third-party beneficiaries of this Agreement.

19. Final Agreement; Modification. This Agreement constitutes the final, complete and entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the Parties with respect thereto. Any modification, rescission or amendment of this Agreement shall not be effective except by a separate written instrument signed by the Applicant(s) and an authorized officer of Accuplan.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but when taken together shall constitute one and the same agreement. Facsimile, scanned and photocopy signatures and/or initials, including those delivered electronically in .pdf format, shall be binding and effective and shall have the same force and effect as original signatures and/or initials.

21. Electronic Record and/or Electronic Signature. All Parties to this Agreement agree that this Agreement as well as any signature and/or initials by a Party may be in electronic form, as per the current Utah Uniform Electronic Transactions Act (Utah Code §§ 46-4-101, et seq). Signatures and/or initials made through DocuSign or similar technologies shall be deemed of acceptable form for manifesting such Party's affirmative assent.

22. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to any state's choice of law rules. Jurisdiction and venue for any dispute, claim or controversy arising from, related to, or as a result of the Accuplan one.K or this Agreement, in whole or in part, shall be solely in Salt Lake County, Utah. The Applicant(s) hereby consents to such jurisdiction and waives objections to venue therein.

23. Plain Language. This Agreement shall be interpreted and construed in accordance with its plain language and no presumption or burden of proof shall be implied or employed against any person, including Accuplan, as the drafter hereof.

24. Severability. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained herein, provided that such invalid, illegal or unenforceable provisions shall first be curtailed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

25. Waiver. Any delay in exercising or promise not to enforce any right under this Agreement shall not constitute a waiver and is unenforceable unless evidenced in a separate writing signed by the Party expressly making said waiver or promise.

26. Notices. Any notice to be given to us from you will be considered effective only when we actually receive it, and in written form, so you may wish to use a method providing proof of delivery. Any notice from us regarding the account or its assets will be considered effective when we place it in your online portal to your account or when we send it to you or to your Designated Representative at any last-known address which we have in our records (e.g., street address, mailing address or e-mail address). All notices and documents provided to you via the above means shall be deemed personally received by you upon our sending them or posting them to your account portal regardless of whether you actually received them or not.

27. Third-Party Professional Services. The Applicant(s) acknowledges and agrees that Accuplan is not responsible for any legal, accounting, financial, tax, investment, actuarial or any other such professional services and/or advice rendered to the Applicant(s) by any persons other than Accuplan, and that Accuplan does not provide and has not provided legal, accounting, financial, tax, investment, actuarial or other professional advice or opinions on any specific facts or circumstances of the Applicant(s). Although Accuplan's employees, associates or independent representatives may discuss generically the rules pertaining to a one.K and certain publications and materials may be provided on some topics, such is provided for general informational, illustrative and educational purposes only. If professional assistance of any kind is required, the Applicant(s) is advised to seek the services of a competent professional. It is the sole responsibility of the Applicant(s) to use independent counsel: (a) to verify any representations, claims, sales materials, and discussions made or provided by Accuplan and (b) to determine for the Applicant(s) the Accuplan one.K's legality, appropriateness for the Applicant(s)' needs, accuracy, effectiveness, required and optional updates, proper ongoing operation, and termination.

28. Plan Modification or Termination. Modification (other than legally required updates) and/or termination of a qualified plan is not considered a plan administration function but rather is deemed a "settlor" function (meaning it is decided on by the sponsoring company and paid for with company funds, not plan funds). The Applicant(s) understands that the one.K plan permits certain default plan features, including: Roth 401(k) contributions, plan loans, hardship withdrawals, and in-service withdrawals. If the Applicant(s) does not wish to permit such features, or wishes to modify any other features of the one.K plan, then the Applicant(s) must find a benefits advisor to advise on and perform (or assist the Applicant(s) with) such modifications. If the Applicant(s) wishes to terminate the one.K plan, by itself or following dissolution of the sponsoring business, then the Applicant(s) must retain a benefits advisor to advise on and perform (or assist the Applicant(s) with) such termination. Accuplan cannot and will not be involved with any settlor functions.

29. Rollovers. The Applicant(s) understands that there may be limitations on rollovers permitted into or out of the one.K. For example, rollovers into the one.K from "non-spousal inherited" IRAs or from "Roth" IRAs are not permitted. The Applicant(s) should review the information on the IRS website (http://www.irs.gov/pub/irs-tege/rollover_chart.pdf) to determine whether any intended rollovers are permitted prior to implementing the one.K. The Applicant(s) further understands and agrees that any one.K plan participant's rollover from a prior custodian and/or plan administrator may take several weeks to process and those funds will not be available to the one.K until: (a) the participant has completed, and AET has finished processing, the AET IRA account application for the temporary rollover account; (b) the participant (and/or plan sponsor) has completed the application for and has paid for, and AET has finished processing, the AET 401(k) custodial account for the one.K; and (c) the rollover has been properly received into the participant's AET 401(k) custodial account.

30. Plan Administration. The Applicant(s) understands that proper plan administration and operation may require substantial efforts and knowledge for the plan to remain tax qualified. Neither Accuplan nor AET will be the Plan Administrator or Plan Trustee. The Applicant(s) agrees and understands that the Applicant(s) or the Applicant(s)'s sponsoring company will be considered the Plan Administrator for the one.K and that the Applicant(s) will be considered the one.K Trustee(s) (unless another person or entity is defined in this application and such person or entity formally agrees in a notarized writing presented with this application to accept such appointment). Some plan administration tasks could include maintaining adequate ERISA bonding, performing annual discrimination testing, performing annual plan asset valuations and Form 5500 filings, providing all plan participants with required reports, etc. If assistance is needed for plan administration, the Applicant(s) must retain a separate, independent advisor and/or TPA for such assistance. Accuplan and AET do not provide any legal or tax advice or consultations. Accuplan and AET will provide no fiduciary or professional advice or services as part of this Agreement.

31. Headings. Headings are for convenience of reference only and have no legal effect.

32. Authorization. Each person who signs and/or initials this Agreement on behalf of any Party to the Agreement represents and warrants that he or she has been duly authorized by that Party to enter into this Agreement and to bind the Party. Each Party represents and warrants to the other that it has the right and legal capacity to perform its obligations hereunder in the manner contemplated in this Agreement and that this Agreement shall not conflict with any other agreement entered into by it.

Applicant 1 Initial

Applicant 2 Initial

===== Application continued on next page =====

ACCUPLAN one.K ORDER AGREEMENT

NOTE: This entire one.K Information, Application and Order Agreement is not and cannot be relied on as a legal, tax or other professional opinion for the subject matter contained herein.

AGREEMENT: Accuplan Benefits Services (Accuplan) and the above Planner may provide and/or have provided me with general educational information on the one.K profit-sharing/401(k) plan (with optional business entity) I am contemplating. Nevertheless, I understand and agree that I must consult with my own tax and/or legal counsel to make the final decision regarding whether a one.K will satisfy all state and federal regulations and whether I want to use a one.K for my own particular needs. I affirm that either I have consulted with my own tax and/or legal counsel or that I have intentionally declined to use such counsel on the firm belief that I can make decisions for myself on the choice and usage of a one.K.

Based on the consultations I had with my own tax and/or legal counsel, or based on my own decisions, I have decided to have created for me the one.K as detailed in this Information and Order Agreement. I am doing this specifically as part of my financial and tax planning. I am not acting upon any specific legal, tax or other professional opinion or advice from either the above-named Planner or Accuplan. I am not relying on any inducement from the above-named Planner or Accuplan. I am not relying on the above-named Planner or Accuplan to counsel me regarding how to handle the tax planning, administration, reporting or any other operational issue for the one.K after it is executed and adopted.

I understand that Accuplan will provide to me only the one.K document package. I understand that I must rely on my own independent legal and tax counsel for specific and ongoing legal and tax planning and reporting for the one.K (including both the business entity and the plan). I understand that there are no promises or guarantees that either myself or the one.K will never be audited by the IRS, DOL or any other governmental agency. I understand that there are no promises or guarantees that either myself or the one.K will never lose an audit or never be successfully sued. I understand that nothing in this Information and Order Agreement or in anything else provided to me by either Accuplan or the above-named Planner is a promise or guarantee of specific results or is a legal, tax or other professional opinion.

I take full and personal responsibility, with the help of whatever legal and/or tax counsel I will separately retain, for the proper selection, design features and implementation of the one.K, as well as operation of the one.K. I hold neither the above-named Planner nor Accuplan responsible for any part of the one.K's operation. I understand that Accuplan's sole responsibility herein is to provide a formal plan document that complies with current regulations and that the data stated in the plan document fairly represents the data I provided herein (or as subsequently amended via a Data Proof Sheet).

I understand and hereby agree that I will be responsible for: (a) both initial and subsequent annual filing requirements, and initial and annual registration fees, and/or annual franchise taxes, to pay to the state where my business entity will be legally created; (b) any professional licensing requirements that there may be in my home state for me or for my entity choice; and (c) all annual ERISA bonding, valuations, filings, testing, and participant reporting requirements for the one.K.

I hereby expressly represent and warrant that I have read and understood this Agreement and that I have been given a full and fair opportunity to review this instrument with independent professional advisors of my own choosing. I have reviewed and expressly approve of all statements, answers and information (the "data") which I (or an agent under my direction) have given in this instrument and all other data given in writing, by telephone or electronic means. I further hereby represent and warrant that all such data is true, correct and complete, and I freely and voluntarily, without duress or undue influence, make and execute this order agreement on the terms and provisions provided herein. **I agree to all the Terms and Conditions, pricing, and all other statements, warranties and representations in this Agreement.**

Print Name: _____

Signature - Applicant 1

Date

Signature - Applicant 2 (if any)

Date

Accuplan Privacy Policy. Personal information submitted to Accuplan for the creation of a one.K is protected by professional ethics rules and by Accuplan's privacy policy. Customer information is not disseminated to anyone outside Accuplan's home office, or to anyone other than the independent attorney whom the client may have retained to review the customer's one.K. No customer information is on-line or otherwise available to any party outside of or apart from Accuplan. No customer information is sold, rented, traded, etc. Customer information may be obtained from Accuplan only by: the respective customer, a proper court order, and/or a proper governmental demand.

FEES AND CHARGES

	Accuplan one.K ⁽¹⁾
<u>INCLUDED</u>	Completed emailed copy of all LLC or Corp documents ⁽²⁾ (if Accuplan files the business entity)
<u>INCLUDED</u>	Accuplan's Advanced LLC or Corp Setup and Operating Guide (if Accuplan files the business entity)
<u>INCLUDED</u>	Filing of SS-4 to obtain a Business Tax ID number from the IRS (if Accuplan files the business entity)
<u>INCLUDED</u>	Completed emailed copy of all retirement plan documents ⁽³⁾
<u>INCLUDED</u>	Accuplan's Advanced one.K Setup and Operating Guide ("Product Guide")
<u>INCLUDED</u>	Filing of SS-4 to obtain a Retirement Plan Tax ID number from the IRS
<u>INCLUDED</u>	Temporary Custodial IRA Account for each employee performing an initial rollover into the Plan
	State Filing Fee (if Accuplan files the business entity)
	Optional LLC or Corp Name Reservation Fee (varies by state – ask Accuplan)
	Optional \$65 Corporate Seal ⁽⁴⁾
	TOTAL DUE

⁽¹⁾ This fee is for the processing of the optional LLC or Corporation and the Accuplan one.K retirement plan documents.

⁽²⁾ For new LLC's filed by Accuplan, this typically includes: Articles of Organization, member operating agreement, and other sample generic documents such as: member ownership ledger, banking authorization resolution, completed LLC membership certificates for the shares which are initially issued, blank membership certificates for future issue, and other useful documents.

For new corporations filed by Accuplan, this typically includes: Articles of Incorporation, bylaws, and other sample generic forms such as: stock ledger, dividend ledger, banking authorization resolution, completed stock certificates for the shares which are initially issued, blank stock certificates for future issue, completed meeting minutes for the required startup meetings (incorporator's, shareholder's and director's meetings), and other useful documents.

It is very important to note that all such forms are very general in nature and may need to be modified by your independent advisor to suit your state's requirements or your particular business needs.

⁽³⁾ This includes Plan Document, Adoption Agreement, Summary Plan Description, consent form, banking authorization resolution, IRS Favorable Determination Letter verifying plan's qualification under IRC § 401(a), and dozens of sample generic administrative support forms. IRS rules permit the Applicant to rely on the included volume submitter Favorable Determination Letter provided no modifications are made to the Plan Document other than selecting different options within the Adoption Agreement (such as new vesting schedules, eligibility requirements, safe harbor status, etc.)

⁽⁴⁾ Accuplan generally recommends this item for corporations, but it is not required. Some official corporate documents and resolutions require the corporate seal to be imprinted on them. Sometimes a financial or legal transaction cannot be completed without a seal.

Credit Card Payment:	
	(Name on Card)
	(Card Number)
	(Expiration Date)
	CVV Number
Amount To Be Charged On This Card: \$ _____	
Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover	
I hereby authorize the above stated amount to be charged to my above listed card for the Accuplan one.K services detailed in this application.	
	(Signature)

Or make check payable to:
ACCUPLAN
406 W. South Jordan Parkway,
Suite 640
South Jordan, UT 84095
Credit Card orders may be faxed to:
(877) 890-0929