

Retirement plan services agreement

If you are adopting the American Century Prototype Defined Contribution Plan, or if you elected Distribution Services on the *Retirement Plan Services Application*, please read this information carefully.

This Retirement Plan Services Agreement (“Agreement”) is made and entered into by American Century Services, LLC (“American Century”), a Delaware Limited Liability Company, and the Employer designated on the completed *Retirement Plan Services Application* (“RPSA”).

Whereas, American Century provides certain administrative services to employers who sponsor qualified retirement plans and their participants (“Participants”);

Whereas, the Employer’s plan (“Plan”) named on the RPSA is qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (“Code”);

Whereas, Plan contributions are deposited to a trust (“Plan Trust”) qualified under Section 501(a) of the Code;

Whereas, the Employer is a fiduciary under the Plan who is vested with the authority to act as or appoint the Plan Administrator of the Plan (“Plan Administrator”); and

Whereas, the Employer, the Plan Administrator and the trustee(s) of the Plan Trust (“Trustee(s)”) now desire to further designate American Century as the service agent with respect to the Plan, Plan Trust and the investment accounts of the Participants, and American Century has agreed to so act pursuant to this Agreement.

NOW, THEREFORE, in consideration of these covenants and the mutual representations and agreements contained herein, the parties hereto hereby agree as follows:

Designation of American Century

The Employer, who is a fiduciary of the Plan, hereby appoints American Century as agent to perform certain administrative and ministerial functions described in this Agreement.

It is agreed that the authority and responsibility of American Century as agent shall extend only to the performance of those specific services and functions that are enumerated herein and elected by the Employer on the RPSA and the *Loan Servicing Agreement* (“LSA”), if applicable, unless the authority of American Century is modified pursuant to this Agreement. It is further agreed that the responsibility for any services and functions not enumerated herein and not elected by the Employer on the RPSA and LSA are retained by the Employer.

American Century shall not serve as a fiduciary of the Plan and is not the Plan Administrator or named fiduciary as defined under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). American Century has no discretion to interpret provisions of the Plan or to determine eligibility, participation, vesting or the right to receive benefits, or the amount of any such benefits, under the Plan. American Century shall not serve as an investment manager as that term is described by ERISA, or provide legal, accounting or actuarial services.

Responsibilities of American Century

American Century shall provide administrative services for the Administrator, the Plan and its Participants with respect to Participant account records maintained by American Century or any of its designated affiliates as set forth below in this Agreement.

Upon receipt of written direction of the Trustee(s) and Plan Administrator, as applicable, American Century shall make benefit payments and withdrawals directly to:

- Plan Participants, beneficiaries or alternate payees; or,
- Another eligible retirement plan as a direct rollover; or,
- A Participant's individual account with American Century.

The written direction shall be on a form provided by or acceptable to American Century. At no time shall American Century make or cause to be made any payment or withdrawal of amounts in the Plan without specific written authorization by the Trustee(s) and Plan Administrator, as applicable.

American Century shall withhold any applicable federal income tax as withholding agent for the Employer, Plan Administrator and Trustee(s). American Century also shall withhold state income tax where withholding is mandatory as determined by American Century. The amount withheld by American Century shall not include any amounts related to the federal 10% premature penalty tax on early distributions, if applicable.

For any benefit payments or withdrawals, American Century shall issue an IRS Form 1099-R to each individual Participant and report these

amounts, and any applicable taxes that were withheld, to the Internal Revenue Service and to any appropriate state agency.

Corrections to any Participant account records, distributions, federal or state income tax withholding or loan servicing that are attributable to erroneous or incomplete information provided to American Century will be processed at the discretion of American Century.

Responsibilities of the Employer

The Employer agrees to assist American Century with the basic administrative functions by providing the written directives and accurate information necessary for American Century to perform its responsibilities as described above in *Responsibilities of American Century*. The Employer also agrees to make any discretionary decisions with respect to the Plan and to direct American Century in accordance with such decisions.

Fees and Charges

The Employer agrees to pay to American Century fees and other compensation based on the schedule in effect from time to time. Such fees and compensation shall be deducted by American Century from the Participants' accounts. American Century reserves the right to change its fees and charges upon 30 days' written notice to the Employer. The Employer may direct American Century to pay other expenses out of the Participants' accounts, including but not limited to taxes of whatever kind or character that may be imposed, levied or assessed; fees of attorneys or other persons engaged by the Employer in connection with the Plan; or fees of a registered investment advisor for financial advisory services.

Investments Offered

The Trustee(s) will direct American Century as to the investment vehicles and specific funds to be offered under the Plan. All assets will be held by the Trustee(s) of the Plan Trust under the terms of a trust agreement. All contributions under the Plan will be deposited in the Plan Trust. All assets of the Plan Trust will be held in a single trust, to be held, invested and paid by the Trustee(s) in accordance with the applicable trust agreement.

Liability of American Century

In performing its duties hereunder, American Century shall exercise due care and diligence and shall act in good faith. American Century shall not be liable to the Plan or its Participants or to any other party for or on account of any act or omission of the Employer, Plan Administrator or Trustee(s) in the performance of its duties under this Agreement, including, without limitation, the processing of Participant transactions based upon inaccurate or incomplete data provided by the Employer, Plan Administrator or Trustee(s), or any third party. American Century shall not be liable for acts of nature, unstable market conditions that are not reasonably foreseeable, or other actions beyond its control resulting in an interruption of any service provided under this Agreement. In the event of an electrical, telephone, computer or other mechanical system outage affecting the services provided under this Agreement, American Century shall maintain a reasonable disaster recovery plan and shall use its best

efforts to resume services on a normal basis as soon as practicable. American Century shall be liable to the Employer, Plan Administrator, Trustee(s), Plan or its Participants only for its negligent action, negligent failure to act or willful misconduct of itself or its agents, or as required by applicable law.

In addition, the Employer, Plan Administrator and Trustee(s) agree to hold American Century harmless from any claims based on the actions, negligent or otherwise, of any recordkeeper previously utilized by the Employer, Plan Administrator or Trustee(s), including reasonable legal expenses incurred in defending any such actions against American Century. The provisions of this Section shall survive the termination of the Agreement.

Termination

This Agreement may be terminated at any time by the Employer or American Century, without penalty, upon giving the other party 90 days' prior written notice. Upon termination and upon request by the Employer, American Century agrees to deliver to the Employer or its designee all files, documents and records necessary for the continuing administration of the Plan. If the Employer does not request that such files, documents and records be delivered to the Employer at the time of termination, American Century will handle such documents in accordance with American Century's document retention policy.

Notices

Notices or other communications given pursuant to this Agreement shall be hand delivered, sent by overnight delivery or mailed by first-class mail, postage prepaid, addressed as follows, or as changed by notice.

American Century:

American Century Services, LLC
Attn: Business Retirement Services
P.O. Box 419385
Kansas City, MO 64141-6385

Employer:

To the name and address stipulated
by the Employer in writing.

Entire Agreement; Amendment

This Agreement and the *Retirement Plan Services Application* constitute the entire agreement between the parties with respect to the subject matter hereof and replace all prior agreements or representations. This Agreement may be amended at any time, but only with written agreement between all parties.

Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the other parties. This Agreement shall inure to the benefit of and be binding upon all parties and their respective successors and assigns.

Governing Law

To the extent not governed by federal law, this Agreement shall be governed by and construed according to the laws of the State of Missouri.

IN WITNESS WHEREOF, this instrument has been executed by American Century Services, LLC.

By: 

Elizabeth Young, Vice President, Client Operations