

**THE EMPLOYER GROUP RETIREMENT AND SAVINGS PLAN
WAIVER AGREEMENT and
NON-EMPLOYER GROUP PLAN OPERATING PROCEDURES**

I. WAIVER AGREEMENT

- A. The undersigned client (Client), hereby waives participation in The Employer Group Retirement and Savings Plan (Plan).
- B. Client indemnifies The Employer Group for any liability to its employees for not allowing them to participate in the Plan.

II. NON-EMPLOYER GROUP PLAN OPERATING PROCEDURES

- A. Client is responsible for the testing, disclosure, and reporting; including, but not limited to form 5500's for its own plans.
- B. Client understands that any plan sponsored by it will be its sole responsibility. For example, without limitation, all eligibility determinations, enrollments, employee withholding elections, administration fees, set up fees, record-keeping, trusteeships, testing, and plan legal and fiduciary matters are its sole responsibility.
- C. The Employer Group's sole responsibility for any plan sponsored by Client is the withholding and transmission of salary deferrals and company contribution (if applicable) to the party designated by Client. The withholding of salary deferrals will be based on the most recent election of each employee and approved by Client prior to implementation. Changes to deferral amounts will be made pursuant to the authorization of Client according to its plan terms and will be communicated by Client to The Employer Group's payroll department on a timely basis.

Authorized Signature

Angela M. Heim, on behalf of
The Employer Group, Inc.

Printed Name

Date

Client Name

Date