



ROLLOVER FOR BUSINESS START-UP CLIENT AGREEMENT

The IRA Financial Group, LLC ("IFG") and the undersigned ("Client") are the parties entering into this Rollover for Business Start-Up ("ROBS") Client Agreement ("Agreement"), dated / / (mm/dd/yyyy).

1. **Engagement.** The Client agrees to engage IFG, and IFG agrees to accept such engagement, upon the terms and conditions as expressed in this Agreement.

2. **Professional Services.** IFG agrees to perform the following services (the "Professional Services") required for the ROBS pursuant to this Agreement:
 - Establishment of (1) one Corporation including Filing Fees
 - Filing Corporate Articles of Incorporation with the state
 - Application for Corporation EIN
 - Generating all required initial corporate resolutions and minutes
 - Generating required Stock Purchase Agreement
 - Generating required Employee Stock Purchase Agreement
 - Free consultation with in-house tax professional on the ROBS
 - Adoption of 401(k) Plan
 - Basic Plan Document
 - Summary Plan Description
 - Trust Agreement
 - Appointment of Trustee
 - Beneficiary Designation
 - Application for Plan trust EIN
 - Assistance in the establishment of business and Plan bank accounts
 - Assistance with the transfer of funds to your new 401(k) Plan bank account
 - Tax and ERISA support on the ROBS and the 401(k) Plan
 - Access to tax specialists on matters involving IRS Form 5500
 - Audit support regarding the legality of the ROBS

Professional Services may be communicated by phone, email, or by personal appointment.

3. Fee Schedule.

- a. The fees for the Professional Services rendered pursuant to this Agreement will be \$ 3500 (the "Agreed Fee"), which shall include the initial state filing fee, the Appraisal Letter, and all disbursements. The initial nonrefundable deposit, payable on the date hereof, shall be for the amount of \$ 500 and the final payment amount of \$ 3000 ("Final Payment Amount") is paid prior to delivery of the Corporate Documents. Final payment is due within 21 days of the invoice date. IFG reserves the right to charge the credit card on file for any accounts not paid within that period.
- b. Client hereby acknowledges that 12 monthly payments of \$100 will commence in January of each year to maintain third-party record-keeping and annual 401(k) compliance services, including the filing of IRS Form 5500. The client is under no obligation to pay the suggested annual account fee.

4. IFG's Professional Services and Legal Counsel Referral Arrangements.

- a. IFG is a tax firm that will provide Client with retirement account business acquisition facilitation services.
- b. IFG will provide Client with free tax consultations regarding the 401(k) plan rules. IFG will pay the counsel's fee for the federal income tax consultations out of the Agreed Fee Client pays to IFG. If Client requires services in excess of the free consultations provided, Client is solely responsible for such additional fees. The tax consultation will only cover federal income tax & ERISA matters specific to the 401(k) Plan.

- 5. Client's Representations and Responsibilities.** Client represents and warrants that Client understands that, in most cases, he or she will be required to terminate employment with a prior employer to access their retirement funds so that they can be rolled over into the 401(k) Plan. Client acknowledges that the new sponsoring company must be set up and maintained as a "C" corporation. Client acknowledges that all employees must be allowed to roll money into the Plan and must be given the same investment options. Client further represents that he or she understands that funds must be contributed to the Plan as soon as possible in order to comply with applicable IRS and ERISA rules and regulations. IFG recommends that the new company make a minimum contribution as soon as possible to all eligible employees (1,000 hours, 1 year of service and age 21), but no later than the third year after the creation of the Plan. No investment of any money from the 401(k) Plan into the new company stock may be made more than 90 days after the first investment in the company stock without a third-party business valuation. Client represents that he or she will acquire an independent appraisal of the business or assets being purchased. Client acknowledges that, as a "C" corporation, the entity cannot be an investment company and must be engaged in an active business that provides a service or product to one or more customers. Client further represents that he or she will not make an election to be taxed as a "S" corporation while the Plan holds Qualifying Employer Stock as an asset. Client represents that he or she will be responsible for all annual 401(k) plan testing and compliance

requirements, including, but not limited to, establishing the plan, offering plan benefits to all eligible employees, as well as filing the Form 5500, unless otherwise agreed upon by Client and IFG.

Client acknowledges that no fiduciary relationship exists between Client and IFG. Client acknowledges that IFG is not a ROBS “promoter” and that Client contacted IFG to inquire about its services. Client acknowledges that IFG does not exercise any control over the 401(k) plan or corporate assets or offer any investment advice. Accordingly, IFG shall not be treated as a “fiduciary.” Client acknowledges that IFG is not being engaged to render investment advice in any capacity, including but not limited to, the value of securities or other property, and shall not seek any recommendation from IFG as to the advisability of investing in, purchasing, or selling securities or other property. Client also acknowledges that IFG shall not either directly or indirectly have any discretionary authority or control, whether or not pursuant to an agreement, arrangement, or understanding, with respect to purchasing or selling securities or other property for the plan. Client also acknowledges that IFG’s services have not and will not serve as a primary basis for investment decisions with respect to plan assets, and that IFG has not or will not render individualized investment advice to the plan based on the particular needs of the plan regarding such matters as, among other things, investment policies or strategy, overall portfolio composition, or diversification of plan investments.

Client hereby agrees to hold harmless, protect and indemnify IFG from and against any and all liabilities, losses, damages, expenses and charges, including but not limited to attorney’s fees and expenses of litigation which IFG may sustain or might sustain resulting directly or indirectly from Client’s investments.

- 6. Limitation on Scope of Professional Services; Additional Costs are Responsibility of Client.** IFG is a tax firm, document filing, and self-help document service and cannot provide Client with financial, legal, or investment advice. IFG is not a law firm. The Agreed Fee does not include any state fees, foreign registration fees, or taxes due after the initial formation of the entity, including state fees for annual reports, franchise fees, business taxes, state business license renewal fees, and other periodic state-imposed maintenance costs. Client shall be responsible for all state filing and franchise fees relating to the ROBS.
- 7. Governing Law and Venue.** Any and all claims or controversies between Client and IFG, its officers, agents, employees, or principals arising out of this Agreement or its performance shall be submitted to binding arbitration under the applicable rules of the American Arbitration Association (unless the parties agree to another arbitration forum). Such binding arbitration shall be the exclusive remedy of the complaining party. The exclusive venue and jurisdiction for any such arbitration proceeding shall be in Dade County, Florida. The laws of the State of Florida shall govern this agreement, including its formation, interpretation, and performance.
- 8. Miscellaneous.** This Agreement and the documents executed or delivered in connection therewith constitute the entire understanding and agreement between the parties. There are no agreements, understandings, restrictions, representations, or express or implied warranties other than those set forth or referred to herein. Further, this Agreement supersedes all other prior representations

or agreements, whether written or oral. The parties may transmit any document or signature via facsimile, and any document or signature so transmitted shall be treated as an original for all purposes. No attorney-client relationship exists between Client and IFG, its management, information and processing personnel or IFG's in-house legal counsel.

The provisions of this Agreement are severable, and if any provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall not in any manner affect such provision in any other jurisdiction or any other provision of this Agreement in any jurisdiction. This Agreement shall be binding upon and shall be for the benefit of, but shall not be assignable by, Client. This Agreement shall be binding upon and shall inure to the benefit of IFG and its successors and assigns, including subsequent holders hereof. This Agreement may not be changed, modified or terminated orally, but only by an agreement in writing, signed by both Client and IFG.

IN WITNESS WHEREOF, Client has executed this Agreement as of the date set forth below and understands and agrees to the terms set forth in this agreement.

Signature _____

Printed Name _____

Date _____