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SERVICES AGREEMENT

This services agreement ("Agreement") is entered into on July 1st, 2009 by Springs Union Free School District, a PUBLIC SCHOOL (type of institution) with principal offices located at 48 School Street East Hampton, NY 11937 ("Employer"), and OMNI Financial Group, Inc., a New York State Corporation with its principal offices located at Watertower Office Park, 1099 Jay Street, Bldg F, Rochester, New York 14611, ("OMNI").

RECITALS

WHEREAS, Employer desires to retain OMNI's services as a third party administrator of Employer's 403(b) Plan ("Services"), and WHEREAS, OMNI agrees to provide such Services to Employer, NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. DEFINITIONS

- a) "403(b) Plan" means the 403(b) plan (within the meaning of Section 1.403(b)-3(b)(3)) of the Treasury Regulations adopted and maintained by the Employer.
- b) "403(b) Requirements" means the requirements and provisions of Section 403(b) of the Code (as defined in this Section 1(e) of the Agreement) the final regulations promulgated thereunder, and any additional guidance issued by the Internal Revenue Service, each as amended from time to time.
- c) "Administrator" means the Employer, where the Employer has formulated the 403(b) Plan, is responsible for its internal operations e.g. payroll operations, and facilitates the operation of the 403(b) Plan.
- d) "Annuity Contract" means a nontransferable contract as defined in Section 403(b)(1) of the Code (as defined in this Section 1(e) of the Agreement) established for each Employee by the Employer, or by each Employee individually, issued by a Participating Service Provider (or its affiliate).
- e) "Code" means the Internal Revenue Code of 1986, as amended.
- f) "Contract Exchange" means an exchange of one 403(b) Annuity Contract and/or Custodial Account (as defined in this Section 1(g) of the Agreement) for another, as described in Section 1.403(b)-10(b)(2) of the Treasury Regulations, that occurs on or after September 25, 2007.
- g) "Custodial Account" means the group or individual custodial account or accounts, as defined in Section 403(b)(7) of the Code, established for each Employee (as defined in this Section 1(i) of the Agreement), by the Employer, or by each Employee individually, to hold assets of the 403(b) Plan.
- h) "Effective Date" means the date when the Employer executes the Agreement.
- i) "Employee" means each individual, whether appointed or elected, who is a common law Employee of the Employer performing services for Employer. Employee may also include retired employees of Employer, provided that the Employer has included the retired employees as part of the definition of employee in the Employer's 403(b) Plan Adoption Agreement, or 403(b) Written Plan Document.
- j) "Fees" means the various fees associated with Services, and the amount(s) payable to OMNI by Employer, according to the terms set forth in the Schedule.
- k) "Information Sharing Agreement" means an agreement entered into by OMNI and a Service Provider (as described in Section 1(n) of the Agreement), in order to share information in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.
- l) "Participant" means an Employee who participates in an Employer's 403(b) Plan.
- m) "Participating Service Provider" means a Service Provider (as defined in Section 1(n) of the Agreement), who has entered into an Information Sharing Agreement with OMNI.
- n) "Service Provider" means:
 - i. An issuer of annuity contracts under Section 403(b)(1) of the Code or a custodian of custodial accounts under Section 403(b)(7) of the Code; or
 - ii. A related entity or agent of the foregoing that provides recordkeeping or administrative services in connection with such contracts or custodial accounts.
- o) "Schedule" means the schedule of various fees, dates, and other information attached herein, and made a part hereof.
- p) "Signer" means a person who has been fully empowered, authorized, and designated by the Employer to act on behalf of the Employer with respect to entering into, and executing legal documents, including this Agreement.
- q) "Term" means a period starting from the Effective Date, and expiring the last day of the following June, subject to the termination terms and conditions as set forth in Section 7 of the Agreement, except that any agreements entered into after April 1 of any given year, the Effective Date shall be July 1 of that year.

2. OMNI'S SERVICES

OMNI agrees to:

- a) Provide extensive assistance and guidance to Employer(s) who are new clients to OMNI, in the implementation phase including but not limited to designating a dedicated OMNI representative for such Employer, ordering, and delivering implementation documents. This service shall be in addition to all the services, information and guidance that the new such Employer will receive from their client relations manager.
- b) Collect and review historical data, dating back to at least five calendar years ("Historical Data"), from Employer, regarding its 403(b) Plan, and accordingly determine, and notify the Employer, if corrective action may be required.
- c) Monitor compliance with the contribution limits of deferrals, under Sections 402(g), 414(v) and 415 of the Code based upon contribution information provided by the Employer.
- d) Maintain and archive all Employee 403(b) Historical Data (defined in this Section 2(b)), and ensure confidentiality of all Employee data, records, and files and adhere to the confidentiality obligations set forth in Section 4(b) of the Agreement.
- e) Provide all necessary Code compliant forms for salary reductions such as Salary Reduction Agreement ("SRA") via its website <http://www.omni403b.com/>, or when requested, in hard copy or via email and update any such forms as needed.
- f) Review Employee files and OMNI's online records to ensure that each Participant has an IRS compliant SRA on file. OMNI then will review all Employee SRAs and confirm all enrollments to verify compliance with the Code. OMNI shall receive copies of new and revised SRAs online via its website <http://www.omni403b.com/> or via facsimile or United States First Class or Priority mail. OMNI shall verify changes to SRAs by e-mail to Employer's payroll department.
- g) Establish a distribution account with a bank of its choosing, and transfer 403(b) contribution funds as necessary. In no event shall the distribution account funds be commingled with any of OMNI's operational or various other monies.
- h) Serve as common remitter for the Employer's 403(b) Plan on behalf of the Employer to promptly remit all funds to the appropriate Participating Service Providers, according to the timetable set forth in Schedule.
- i) Receive, process, and approve online (via OMNI's website, <http://www.omni403b.com/>) or hard copy requests from Employees for eligibility for transactions such as loans and hardships, provided that, an Employer has begun to remit, and OMNI has in its possession all necessary documents such as Employer's 403(b) Plan. However, the Services do not include processing loan repayments through OMNI.
- j) Approve various distributions and rollovers under the Employer's 403(b) Plan.
- k) Communicate transaction or distribution approvals to Participating Service Providers regarding Employee requests.
- l) Review Qualified Domestic Relations Order(s) in order to determine whether statutory elements are met, and make recommendations accordingly.
- m) Monitor Employee commencement date for required minimum vested time and distribution.
- n) Upon request, provide Employer with current contribution limits, including applicable catch-up provisions.
- o) Communicate fund changes to the Employer resulting from Participant submitted SRAs.
- p) Verify accounts prior to communicating fund change(s) to initiate a new contribution.
- q) Enter into Information Sharing Agreements with various Service Providers, and compile a Participating Service Provider list made available on OMNI's website at <http://www.omni403b.com/>, for Employers' review and selection(s).
- r) Where applicable, provide a legally compliant 403(b) Plan document, and provide amendments to the 403(b) Plan pursuant to Employer's request during the Term of this Agreement, or as previously agreed to in writing, provided that such amendments are based on the existing 403(b) Plan and existing laws.
- s) Notify Employer of Federal laws and regulations in the 403(b) area that directly affect the Employer's 403(b) Plan.
- t) Assist with IRS audits of the Employer's 403(b) Plan, by reviewing the issued IRS audit summary, and by collecting, and providing information and documentation to the IRS to the extent that such information exists in OMNI's data banks including current and archived data, if required by such audit summary; When appropriate, correspond and communicate with the IRS, and upon request be present at such audits, and provide support and guidance to Employer during any such audits.
- u) Insurance, and Bond:
 - i. Provide and pay the full premiums for errors and omissions insurance coverage issued by a carrier authorized to provide such coverage in the State of New York, insuring against claims made, resulting or emanating from the Services that OMNI is providing the Employer pursuant to this agreement with a limit to \$1,000,000.00 per claim, \$5,000,000 in aggregate.
 - ii. OMNI shall also provide and pay the full premiums on a crime fidelity bond in the amount of \$5,000,000.00 by a surety licensed to issue such bonds in the State of New York, covering OMNI's

financial and distribution accounts for Employee theft, fraud, forgery or alteration, computer crime, fund transfer fraud, and related claim expenses. The Employer shall be named as a Loss Payee under said bond.

- v) At its discretion, issue the Federal tax 1099-R Form(s) for certain Employee(s), with respect to 403(b) fund distributions that do not qualify for deferred tax treatment.
- w) Upon request, provide guidance to Employer with respect to certain 403(b) legal documents received by the Employer from the IRS, or its selected Participating Service Providers, or in the alternative, upon request by the Employer discuss and resolve any such issues, in collaboration with the Employer's own counsel, or other representatives.
- x) Provide ongoing assistance, guidance, and information to Employers and their officials/administrators with respect to the Employer's 403(b) Plan, and related issues, via OMNI's dedicated Concierge phone and fax lines, and designated compliance specialists.
- y) Provide ongoing assistance, guidance, and information to Employee(s) with respect to their 403(b) contributions and/or requested transactions, or distributions, via designated compliance specialists, and through OMNI's call center.
- z) Provide ongoing assistance, guidance, and information to Employer's payroll and administrative staff, with respect to payroll and remittance issues as related to the Employer's 403(b) Plan, via designated remittance specialists.
- aa) Provide ongoing assistance, guidance, and information through designated client relations manager(s).
- bb) Provide educational workshops and educational material via the Internet; and provide information with respect to OMNI's latest news via OMNI's newsletter.
- cc) Fulfill its obligations under this Agreement, timely, diligently, and in good faith.

3. EMPLOYER'S OBLIGATIONS , ACKNOWLEDGEMENTS, REPRESENTATIONS

I. Obligations

Employer agrees to:

- a) Permit all Employees that are eligible under the 403(b) Requirements and the terms of its 403(b) Plan to participate in its 403(b) Plan, and to provide to the Employees a notice of universal availability at least once per year.
- b) Make available to each Employee its current selected list of Participating Service Providers, or refer its Employees to OMNI's website at <http://www.omni403b.com/> to the Employer's page for the review of such list.
- c) Unless otherwise agreed to by the parties, transfer the 403(b) contribution funds via ACH or wire to the distribution account established pursuant to Section 2(g).
- d) Use only OMNI's SRA forms, and initiate salary reduction only after OMNI has confirmed SRAs submitted online, or has verified receipt of properly completed forms submitted otherwise.
- e) Inform the Employees that a new salary reduction becomes effective no sooner than the occurrence of a minimum of at least one pay period.
- f) Select the Employer's service providers only from the list of the Participating Service Providers on OMNI's website at <http://www.omni403b.com/>, and only allow the selected Participating Service Provider(s) be permitted to receive 403(b) salary reduction contributions.
- g) Remit elective contributions directly to OMNI.
- h) Provide OMNI with updated Employee compensation data no later than 30 days after any such changes.
- i) Provide OMNI with timely and relevant information and data, including but not limited to types and amounts of contributions, in order for OMNI to fulfill its obligations under the Agreement properly and timely.
- j) Be responsible for the number and selection of its service providers from the list of Participating Service Providers for the 403(b) Plan.
- k) Sections 2(q) and 2(w) of the Agreement notwithstanding, be ultimately responsible for the establishment and maintenance of any legal or contractual relationship(s) between the Employer and its selected Participating Service Providers, including but not limited to the review, understanding, interpretation, and execution of any related documents that may or do require a Signer.
- l) As between OMNI and Employer, be responsible for the Employer's other legal or contractual relationships, if any, including but not limited to those with the union(s), or certain high level Employee(s) and the review, understanding, interpretation, and execution of any related documents such as collective bargaining agreements, employment agreements, similar or equivalent documents that may or do require a Signer.
- m) Section 2(c) of the Agreement notwithstanding, as between OMNI and Employer, be solely responsible for the formulation, characterization, operation, amount, and the timely remitting to OMNI of the Employer's non-elective contributions, if any, under its 403(b) Plan.

- n) Notify OMNI timely, of any other issues or problems concerning the Employer's 403(b) Plan, where OMNI's assistance pursuant to the terms of the Agreement may be required, e.g. an IRS audit of the Employer's 403(b) Plan.
- o) As between OMNI and Employer, be solely responsible for ensuring that the Employer's internal operations are consistent with the terms and conditions of the Employer's 403(b) Plan.
- p) As between OMNI and Employer, be solely responsible for ensuring that the terms and conditions of the Employer's other agreements, and contractual relationships including but not limited to collective bargaining agreements, and contracts with the Employer's selected Participating Service Providers, are consistent with the terms and conditions of its 403(b) Plan.
- q) As between OMNI and Employer, be solely responsible for informing OMNI timely of the existence of other benefit plans that may affect the administration and proper compliance of the Employer's 403(b) Plan.
- r) As between OMNI and Employer, be solely responsible for interpreting the provisions of the 403(b) Plan.
- s) Fulfill its obligations under this agreement, timely, diligently, and in good faith.

II. Acknowledgments

The Employer understands and acknowledges that:

- a) A service provider's status as a Participating Service Provider is not nor shall be in any manner construed as a recommendation, certification, approval, or endorsement of any such service provider by OMNI.
- b) OMNI shall not be responsible for any act or omission by the Employer which may adversely affect OMNI's ability to act as remitter for the Employer's 403(b) Plan, or otherwise fulfill its obligations under the Agreement.
- c) If the Employer fails to comply with any of its obligations, or breaches of the same as set forth in Sections 3, and 4 of the Agreement, to the extent that OMNI is not in breach of its obligations set forth in Sections 2 and 4 of the Agreement, OMNI shall not be liable in any way whatsoever, for any ensuing 403(b) compliance failures and/or errors, omissions, in contract or in tort, or any other matters directly or indirectly arising out of, connected with, or related to the Employer's failures and/or errors. Accordingly, Employer understands and acknowledges that indemnifications otherwise provided for in the Agreement as set forth in Section 6, will not be applicable in the event that the aforementioned failures, errors, and/or omissions should occur.
Notwithstanding the foregoing, in the event that OMNI becomes aware of such failure or breach, OMNI shall give the Employer notice of such failure or breach at the earliest practicable time. All notices shall comply with the requirements of Section 8 (i) of the Agreement.
- d) OMNI's primary role is to be the Employer's third party administrator of its 403(b) Plan, and ensure compliance of the same with the Code, and the 403(b) regulations in place. Accordingly, OMNI does not intend to replace the Employer's own counsel, or tax professional, and OMNI's Services under this Agreement do not include legal or tax advice, and that no analysis and/or recommendation made by any employee, agent, officer, or director of OMNI, in fulfilling OMNI's obligations under this Agreement, shall be so construed. Further, Employer understands and acknowledges that OMNI has advised the Employer to consult with Employer's own legal counsel or tax professional with respect to the Employer's 403(b) Plan, or any related operational concerns, or other agreement(s) in place such as collective bargaining agreement(s).
- e) To the extent that Employer, Employee(s), or agents of Employer, if any, alter any of OMNI's documents or forms, or provide misinformation, negligently or willfully, OMNI shall not be responsible or liable for any such alterations or misinformation, or any consequences relating to or arising out of such alterations, or misinformation, in any way whatsoever.
- f) OMNI will not be responsible or liable for any miscalculations of the combined maximum allowable contributions for elective and non-elective deferrals for a given year, or any resulting consequences including taxes or penalties, where the Employer remits non-elective contributions directly to a Participating Service Provider, and fails to timely notify OMNI of the amount of such contributions remitted.
- g) OMNI shall hold Employer remitted funds without an existing account to be applied to, for only a reasonable period of time or until an account where such funds can be applied to is established, whichever may be sooner. However, if a reasonable period has lapsed, and the Employer continues to instruct OMNI to hold the funds, OMNI shall in no way be responsible or liable for the holding of any such funds or any consequences arising therefrom. In no event shall OMNI hold any such funds for more than forty five ("45") days from the date of receipt. Accordingly, OMNI will return any such funds promptly to Employer.
- h) Any and all of OMNI's obligations under this Agreement, shall be subject to the Employer's, Service Provider's, and/or any other relevant party's timely and reasonable cooperation including but not limited to information sharing, and voluntary information disclosure where appropriate.
- i) OMNI has undertaken the Services set forth in Section 2 of the Agreement, not in any way inconsistent with the existing laws and regulations. Further, Employer understands, and acknowledges if the laws and regulations change such as to prevent OMNI from continuing to perform any such duties as set forth in Section 2, before the Term of the Agreement is completed, or thereafter with new laws applied retroactively, that OMNI will not be in

breach of its obligations herein, nor will OMNI be in any way responsible or liable for any consequences or damages arising from having performed or having stopped to perform its obligations herein, and Employer shall hold OMNI harmless, and indemnify OMNI in accordance with the terms set forth in Section 6 of the Agreement.

- j) Any and all information sharing shall be pursuant to the terms and conditions of an executed Information Sharing Agreement between OMNI and the Employer's selection among the Participating Service Providers.
- k) OMNI will be utilizing its website at <http://www.omni403b.com/>, to process SRAs, loan and hardship requests submitted by Employee(s), and will make its website available for use by Employer and/or its agent(s), if any, subject to the terms and conditions of such use, and processing data via OMNI's website, attached hereto, and made a part hereof.
- l) OMNI provides services including but not limited to processing and approval of transactions such as loans, hardships, exchanges, and transfers, or distributions, only after Employer's first remittance to OMNI of elective contributions, provided that OMNI has all relevant documents of the Employer's 403(b) Plan e.g. Written Plan Document.

III. Representations and Warranties

Employer represents and warrants that it is eligible to sponsor a Non-ERISA 403(b) Plan and accepts all liability with respect to, resulting or emanating from, arising out of, or in way connected with this determination.

4. MUTUAL OBLIGATIONS

- a) Information Sharing
OMNI and EMPLOYER agree to share with each other such information as may be necessary for the 403(b) Plan to meet the 403(b) Requirements.

- b) Confidentiality
In connection with this Agreement, Employer or OMNI has disclosed and may continue to disclose to the other information that relates to the disclosing party's business operations, financial condition, employee(s), former employees, business associates, products, services, processes, business methods or technical knowledge. Except as otherwise provided herein or specifically agreed to in writing by the parties, OMNI and Employer each agree that from and after the Effective Date (i) all information communicated to it before or after the Effective Date by the other and identified as confidential or proprietary, (ii) all information identified as confidential or proprietary to which it has access in connection with the Services, whether such access was before or after the Effective Date, (iii) all information communicated to it that reasonably should have been understood by the receiving party to be confidential to the disclosing party including without limitation technical, trade secret or business information, financial information, business or marketing strategies or plans, product development or client information, and (iv) the terms and conditions of this Agreement (collectively, the "Confidential Information") will be used only in accordance with this Agreement. Notwithstanding the foregoing, solely for purposes of this Section 4, the term "Confidential Information" shall not include Plan Information.

Each party's Confidential Information will remain the property of that party except as otherwise expressly agreed to by the parties in writing. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees, affiliates, subcontractors and agents on an as needed basis only.

OMNI and Employer shall not, at any time during or following expiration or termination of the Agreement (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any party not entitled to receive the same. The parties shall mutually agree to a reasonable time period for any such continued duty, and where relevant and appropriate, shall cease and desist immediately any further use of the Confidential Information, except to fulfill remaining obligations under the Agreement, if any.

5. LIMITATION OF LIABILITY AND DISCLAIMERS

SUBJECT TO THE LIMITATIONS SET FORTH HEREIN (A) NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF A PARTY HERETO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL OMNI'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY EMPLOYER TO OMNI UNDER THIS AGREEMENT. OMNI HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY

AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT.

6. INDEMNIFICATIONS

- a) Subject to the limitations set forth herein OMNI and Employer, each agree to the extent permitted by applicable law, to indemnify and hold the other party harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the other party at any time to the extent such liability, loss or expense results from the indemnifying party's negligence, breach of the terms hereof, or willful misconduct under this Agreement. Except as specifically provided otherwise in the preceding sentence, and to the extent permitted by applicable law, Employer shall indemnify and hold OMNI harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against OMNI at any time in connection with (i) Services performed by OMNI in accordance with the terms of this Agreement, (ii) OMNI's having entered into this Agreement, (iii) OMNI's having acted upon the directions of Employer hereunder, or (iv) OMNI's having failed to act as a result of either (1) Employer's directions not to act, or (2) the absence of Employer directions. If the 403(b) Plan is intended to be exempt from ERISA because the Employer intends to meet the non-ERISA safe harbor requirements of DOL Regulation Section 2510.3-2(f), and it is subsequently determined by the Department of Labor or any other entity with jurisdiction over the matter that the Employer has not met such safe harbor requirements and the 403(b) Plan is therefore subject to ERISA, the Employer agrees to fully indemnify and hold OMNI harmless from any Losses (including without limitation the payment of excise taxes, fines and penalties) which may result from OMNI's failure to provide any disclosures or other information as required by ERISA with respect to any Plan that is subject to ERISA and which would have otherwise been provided hereunder or with respect to the relationship between OMNI and the Employer and/or Participants and beneficiaries. For purposes of this Section 6, any reference to Employer or OMNI as an indemnified party shall be deemed to include their respective directors, employees, officers, affiliates, and subsidiaries.
- b) OMNI's duties and liability, if any, to indemnify Employer will become effective when the following conditions are met: (i) OMNI has completed in a timely manner its compliance review of the Employer's 403(b) Plan, (ii) the Employer has implemented all relevant recommendations made by OMNI with respect to the Employer's 403(b) Plan, and (iii) OMNI has established the distribution account described in the Agreement and has commenced making distributions therefrom, so long as OMNI fulfills its above obligations (i), (ii), and (iii) within a reasonable time.
- c) The indemnifying party shall have sole control of the defense and settlement of such claims and is not responsible for any settlement that it does not approve in writing; and the indemnitee renders all assistance required.
- d) The party seeking to be indemnified agrees to notify the indemnifying party of a claim within a reasonable time period. All notices shall comply with the notice requirements set forth in Section 8(i).

7. TERMINATION

Subject to the limitations and the continued obligations set forth herein (Confidentiality: Section 4, and Indemnifications: Section 6) this Agreement may be terminated at any time prior to the expiration of its term, as follows: Either Employer or OMNI may terminate this Agreement by giving the other no less than thirty (30) days advance written notice of termination, in which case this Agreement shall terminate on the effective date specified in such notice (which date shall not be less than thirty (30) days from the date of notice). Either party may cancel this Agreement immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI shall invoice the Employer for any amounts due and payable for Services rendered to Employer prior to the effective date of termination and Employer shall pay such invoice within ten (10) days of Employer's receipt thereof. Upon payment of such invoice, OMNI shall deliver to Employer all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.

8. GENERAL

- a) Entire Agreement and Amendment. This Agreement, together with any schedules, and exhibits attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement and signed by authorized representatives of both parties.

- b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in SUFFOLK County, New York.
- c) Force Majeure. Neither party shall be responsible to the other party for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, terrorism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation.
- d) Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
- e) Assignment. This Agreement shall be binding on the parties and on their successors and assigns. Except as expressly provided herein, neither party shall transfer, assign or subcontract any right or obligation hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- f) Waiver. The failure of either party any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- g) Cooperation. Each party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.
- h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
- i) Notices. All notices relating to this Agreement shall be in writing, signed by the party giving or making such notice or communication, and shall be delivered by:
 - i. Personal delivery;
 - ii. Telecopier facsimile transmission; or
 - iii. By postage-prepaid certified or registered mail (airmail if available), return receipt requested. Notices shall be sent to the address of the other party set forth below, or such other address as either party may specify in writing in accordance with this Section 8(i), and shall be deemed given upon personal delivery, three (3) business days after deposit in the mail, or upon acknowledgment or receipt of facsimile transmission.

Notices shall be sent to the following address:

- j) This Agreement shall be incorporated by reference into and made a part of the governing document or documents of the 403(b) Plan.
- k) This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted. The undersigned representative of each party to this Agreement hereby represents and warrants that the undersigned is an officer, director, or agent of that party with full legal rights, power and authority to enter into this Agreement on behalf of the party and bind that party with respect to the obligations enforceable against the other party in accordance with its terms.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date or dates written below.

EMPLOYER:

By: Michael Hartner

Print Name: MR. MICHAEL HARTNER

Print Title: SUPERINTENDENT

Date: 7/7/09

060409RAM

OMNI FINANCIAL GROUP, INC.:

By: Rodney H. Williams

Rodney H. Williams, President

By: Nina Rovinski

Nina M. Rovinski, Vice President

Date: 7/20/09

**SCHEDULE
(RENEWAL)**

Name of Employer	Springs Union Free School District
Client Relations Manager	

Fees Schedule

403(b) Plan	No. of TSAs: 47	\$ 3,100.00
457(b) Plan*	No. of TSAs: 0	0.00
ROTH	No. of TSAs: 0	0.00
Subtotal Ongoing Maintenance		\$ 3,100.00
Non-Electives		0.00
Total Fees		\$ 3,100.00

Unless expired or terminated by either party in accordance with Section 7 of the Agreement, the above fees will be invoiced on or before July 1st, and payment is due on or before August 1st. Unless stated otherwise in writing, the fees included in this Agreement are based on the current legal and regulatory environment.

The above fees will be honored for a period of sixty (60) days from the receipt of this Service Agreement. A finance charge of 1.5% per month or 18% annually shall apply to all overdue balances.

OMNI'S Remittance Schedule

Files Received By	Funds Available For Use By	Day Processed
Wednesday Midnight	Friday 11:00 A.M. EST	Friday
Friday Midnight	Tuesday 11:00 A.M. EST	Tuesday

Except for holiday weeks when processing days may vary, OMNI processes remittances on Tuesdays and Fridays provided that the Employer adheres to the above.

*Where applicable, to the extent that OMNI provides 403(b) remittance and compliance services to the Employer, it shall provide limited remittance and monitoring maximum allowable limits services for an Employer's 457(b) for the fees set forth above.

Signer initials *nm*

TERMS AND CONDITIONS OF UTILIZING OMNI'S WEBSITE FOR PROCESSING TRANSACTIONS

OMNI may provide communications and other services via electronic media, including, but not limited to OMNI's website at <http://www.omni403b.com/> ("Electronic Services"). Employer agrees to use such Electronic Services only in the course of administration of or participation in the 403(b) Plan serviced in connection with this Agreement and agrees to direct its Employee(s) to do the same. Except to the extent provided otherwise in this Agreement, OMNI reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time.

Electronic Services are intended for non-commercial use by Employer or their Employee(s), and as related to the 403(b) Plan. To the extent permission is granted by Employer to make Electronic Services available to its administrative personnel or other third parties, it shall be the responsibility of Employer to keep OMNI informed of which Employer personnel or third parties are authorized to have such access, or which personnel have been removed from the list of authorized individuals.

To the extent that any Electronic Services utilize Internet services to transport data or communications, OMNI will take, and Employer agrees to follow, reasonable data security precautions; provided, however, that OMNI disclaims any liability for interception of any such data or communications. OMNI reserves the right not to accept data or communications transmitted electronically or via electronic media by the Employer or a third party if it determines that the method of delivery does not provide adequate data security, or if it is not administratively feasible for OMNI to use the data security provided. OMNI shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication, nor does OMNI make any warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement.

Employer acknowledges that OMNI's website through which the Electronic Services are accessed may be protected by passwords or require a login and Employer agrees that neither Employer nor, where applicable, third parties or Participants, will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by OMNI for the use of Employer, third parties or Participants. To the extent that personal log in information such as a personal identification number ("PIN") is necessary for access to the Electronic Services, Employer, third parties, and/or 403(b) Plan Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

In order to fulfill its obligations under this Agreement, OMNI may receive in connection with this Agreement via its website (or via other methods) or the Services provided hereunder personal data, including compensation, benefits, tax, marital/family status and other similar information about Participants and Beneficiaries ("Personal Data"). OMNI acknowledges that it is receiving Personal Data only in connection with the performance of the Services and OMNI will treat such Data as Confidential Information pursuant to Section 4 of the Agreement.