



LEGACYguard Application

Follow these instructions for fast and efficient processing of your Plan Application.

- Submit an addendum for instructions not included in the standard Plan Application.
- Please print legibly for faxing.
- Contact TASC (at 1-800-422-4661) for assistance with the Plan Application.
- Fax your completed Plan Application along with your fee to 608-241-4584 or mail it to TASC, 2302 International Lane, PO Box 14140, Madison, Wisconsin 53704-3140.

(1) EMPLOYER/ADMINISTRATOR

Contact Name _____

Company Name _____ E-mail _____

Telephone Number _____ Fax Number _____

Street Address (not PO Box) _____ City _____ State _____ Zip _____

Business Federal ID # _____ NAICS or SIC Code _____

Tax Filing Status: C-Corp S-Corp Partnership Sole Proprietor Non-Profit LLC Other _____

Type of Business _____ Do you own an interest in any other business? No Yes

If you are a current client of TASC; please note which service: AgriPlan BizPlan RetirEez

(2) PAYMENT

The Administration Fee and invoice frequency are determined by fee schedule and invoiced to Employer. (South Dakota residents add 4% sales tax.) See **Application Guides for fee schedule**. Separate payment is required to *LEGACYguard* attorney.*

Service	One Time Set-Up Fee	Administration Fee	Other Fee
LEGACYguard	n/a	\$	Attorney* \$

Check #: _____ * Attorney Check #: _____

Master Card Visa American Express Discover

Signature: _____ Name of Cardholder (Name on Card): _____

Card #: _____ Exp. Date: _____

Provider Name: _____ **Provider #:** _____ **Retail Code:** _____

(3) AUTHORIZATION

I have read, understand and agree to the terms and conditions stated on this document and the Service Level Agreement as attested by the signature below, effective on the date of the signature.

Employer (sign here) _____ Title _____ Date _____

I certify that the names listed below have HIPAA Business Associates Agreement with our Clients and are authorized to access information on our behalf.

Name _____ Name _____ Name _____

(4) PLAN SELECTION

LEGACYguard Administrative Options (check only one):

- Preferred Plan (For Clients who use network attorneys)
- Select Plan (For Clients who use non-network attorneys)
- Annual Review Plan (For Clients with Pre-Existing Estate Plans)

(5) ESTIMATED TOTAL ESTATE ASSETS

Choose one of the following:

- Under \$500,000
- \$500,000 - \$1,000,000
- Over \$1,000,000

(6) ADD ON FEATURES

- Document Archival

(7) FAST TRACK

- If you would like assistance completing this application, please check the FAST TRACK option, enter a contact name and number, and send this form and payment to TASC. A TASC representative will contact you to help you complete the application.

Best time to call: _____ Contact Name: _____ Contact Phone Number: _____

Service Level Agreement

THIS AGREEMENT, entered into by and between Total Administrative Services Corporation (“TASC”) and (the “Employer”) becomes effective on the date of signature. The services apply to the Plan Year as noted on the Plan Application and continuing for successive years in which the Service Level Agreement exists. The terms of this agreement shall be in effect indefinitely and will be automatically renewable. This agreement is applicable to the plan specified or selected in the Plan Application.

Services to be Provided

Under this Agreement, TASC is considered to be the Administering Agent and will provide timely administration and management of the appropriate Plan and associated benefits as outlined in the appropriate Product Administration manual/portfolio. The Plan will remain in the possession of the Administrator and will be kept within the guidelines of the Internal Revenue Code and/or ERISA. The employer also appoints and authorizes TASC to act as its agent and in its name for the employer’s use and benefit with respect to the establishment of the plan in accordance with the information provided in the Plan Application.

Administration services as described under this agreement shall not be construed as investment, legal, and/or tax advice.

Employer Responsibility

Under this agreement, the Employer is considered the Plan Sponsor. Pursuant to this, the Employer must forward to TASC all relevant information in order for administrative functions to be timely performed. This includes timely payment of administrative invoices. It is also the Employer’s responsibility to educate their employee plan participants on the services being provided.

The Employer shall have the sole and final discretionary authority in respect to legal and administrative functions of the Plan. Responsibility of plan benefits lies with the Plan Sponsor.

Fees and Terms of Payment

The Employer agrees to pay TASC for services provided under this Agreement in accordance with the appropriate Plan fee schedule. Invoices for services will occur 45 days prior to the service period (Plan Year start) and are due seven days from the invoice date. Failure to remit payment for administrative services may result in termination of services or the forwarding to collections for appropriate disposition. Fees may be subject to change without formal notice.

Fees for services outside the “Services to be Provided” under this Agreement, or for additional services that become necessary due to missing, incomplete or incorrect information, will be invoiced separately and will be disclosed to the Employer prior to incurring the expense. The employer agrees to pay the TASC invoice within 30 days of receipt of the invoice.

Termination of Agreement

Except for the nonpayment of fees this agreement shall continue in effect until it is terminated by Employer or TASC with sixty days written notice prior to Plan renewal date. In addition, it is understood that termination of this Agreement also terminates the provision of the TASC prototype Plan Document and the Plan will henceforth be perceived as individually designed and the sole responsibility of the Employer. This Agreement may be terminated by TASC by providing the Employer with a 10 day written notice of said termination if this Agreement is terminated for failure to pay fees. Upon communication of Employer’s intentions to file Bankruptcy, TASC reserves the right to terminate services immediately.

Upon and after the expiration or termination of the Agreement, the rights granted to the employer pursuant to this Agreement shall revert back to Total Administrative Services Corporation (TASC). Within 20 days after termination or expiration of this Agreement, the employer shall return to TASC all manuals, brochures, computer programs, customer and vendor data bases, and any other documents regarding the TASC programs and systems and any copies thereof. In addition, the employer shall refrain from any further direct or indirect use of or reference to the TASC marks, systems, publications, manuals, brochures, documents, computer programs and computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program or system that enables employers to offer employee benefits on a pre-tax basis. Finally, the termination of this Agreement shall not affect the duty of the employer not to infringe on TASC’s trademarks and copyrights and not to disclose and keep confidential all said Confidential Information supplied to the employer by TASC.

TASC Liability to Employer

Employer acknowledges and agrees that TASC’s maximum liability to the Employer for any breach of this Agreement, negligence or default by TASC which causes damage to the Employer is limited to the payment made by the Employer to TASC for its services in the previous twelve month period. The Employer expressly waives the right to recover as damages from TASC any consequential, special, incidental or punitive damages.

Governing Law

This Agreement shall be governed under the laws of the State of Wisconsin.

Entire Agreement

This Agreement represents the entire agreement of the parties and supersedes any prior written or oral agreements. This agreement shall not be altered or amended.

Privacy Notice

During Plan implementation and administration, TASC will be gathering nonpublic information from the Employer. This information is shared only with TASC personnel responsible for the processing and administration of the Plan except as required by law, and is not shared or sold to any other entity. If any third party entities are contracted with TASC for administrative or other services, they will be held to the same privacy standard.

Employer is responsible for visiting www.tasconline.com/providers/HIPAA/ to execute and file the Business Associate Agreement provided by TASC.

Money Back Guarantee

If not entirely pleased with the Plan, simply return all Plan materials within 30 days of the date received to obtain a refund of the related fee, less any nonrefundable fees.



**2302 International Lane • PO Box 14140 • Madison, WI 53704-3140
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