



403(b) Administration Participation Agreement

This 403(b) Administration Participation Agreement (“Agreement”) is entered into by and between Aviben LLC d/b/a Aviben (“Aviben”) and _____ (the “Employer”).

Recitals

1. Aviben’s 403(b) Administration System (“System”) is designed to assist employers with 403(b) and 457(b) recordkeeping and administrative tasks, including but not limited to (a) monitoring maximum allowable contribution limits under Internal Revenue Code §§ 402(g) and 415(c); (b) monitoring applicable catch-up contributions; (c) collecting contributions from participating employers; and (d) transmitting the contributions and related data to plan vendors.
2. The parties desire to enter into this Agreement to facilitate the Employer’s utilization of the System.

Agreement

In consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Aviben and the Employer agree as follows:

1. Duties and Responsibilities of Aviben

- 1.1. Administrative Services. Aviben will provide administrative services for timely and accurate receipt and remittance of funds and data, the proper sorting of funds and data, the transmission of consolidated funds and data to participating vendors, and the approval of participant transactions (distributions, loans, exchanges, etc.) on the Employer’s behalf.
- 1.2. Approved Vendor List. Aviben will compile an “Approved Vendor List” of vendors that comply with 403(b) and/or 457(b) plan vendor requirements and will establish and maintain a Universal Vendor Agreement with those vendors that agree to receive ongoing payroll contributions. Aviben will make a good faith effort to obtain and maintain Universal Vendor Agreements with the Employer’s vendors. Aviben will also maintain a list of those vendors that have received payroll contributions prior to the Effective Date but will not continue to receive ongoing payroll contributions.
- 1.3. Compliant Plan Document. Aviben will make available to the Employer a compliant 403(b) written plan and/or amendments as required by law.
- 1.4. Standardized Forms. Aviben will provide the Employer a standardized Salary Reduction Agreement, a template for the annual Universal Availability notice, and other administrative forms and procedures. Various forms are available to the Employer and plan participants on the Aviben website.
- 1.5. Maximum Contribution Calculations. Aviben will perform basic maximum annual contribution calculations based on the data provided and will provide notice to the Employer’s representatives when it appears that the projected contributions of a participating employee will result in an excess deferral in violation of applicable law.



- 1.6. Education. Aviben will provide training to the Employer's administrative staff upon implementation. Supplemental training will be offered via regional meetings, mailings, online webinars, telephone, or other means. Aviben will make training available to Employer's employees to help educate plan participants about the advantages of the Employer's pre-tax retirement programs on terms mutually agreed by Aviben and the Employer.
- 1.7. Ongoing Consultations. Aviben will keep the Employer apprised of new compliance and legal requirements and will upgrade Aviben's services accordingly.
- 1.8. Security. Aviben will maintain physical and electronic security consistent with industry standards and in a manner that is designed to protect the data and funds collected from the Employer and the Employer's employees.
- 1.9. Treatment of Data. Aviben will treat all data collected or maintained from the Employer and the Employer's employees as private and confidential and will not sell, lease, transfer, or otherwise disclose the data to parties not authorized to access the data. Authorized parties include Aviben and its employees and agents, auditors, the Employer's staff to whom access codes have been assigned, and governmental entities. The provisions of this section will survive termination of this Agreement.
- 1.10. Retention of Records. Aviben will retain records of salaries paid by Employer for applicable years, salary reductions, employer matches, and such other data as may be necessary for the calculation of the maximum allowable contributions, including § 402(g), § 415(c), and catch-up provision limits under applicable law.
- 1.11. Secure Website Access. Aviben will provide the Employer a secure website to facilitate 403(b) plan administration. Plan administration features will include the ability for the Employer to (a) upload contribution files; (b) access historical data; (c) initiate ACH transfers; and (d) reconcile and print reports. The Employer's representatives will have access to contribution and transaction history.
- 1.12. Cooperation with Government Requests. Aviben will cooperate with requests for information from the Internal Revenue Service or any other regulatory or governmental agencies with respect to the Employer's 403(b) or 457(b) plans. Aviben will notify the Employer of any requests for information prior to releasing the requested information.
- 1.13. Liability Insurance and TPA Licensure. Aviben will maintain at least \$1,000,000 in liability insurance and will maintain its state TPA license in good standing.
- 1.14. Money Transmitter Services. Aviben will perform money transmitter services on behalf of the Employer pursuant to this Agreement, Aviben's procedures, and applicable law.
- 1.15. Hold Harmless. Aviben will hold the Employer harmless for any claim or loss resulting from Aviben's grossly negligent or wrongful acts or omissions in the performance of its duties under this Agreement. The provisions of this section will survive termination of this Agreement.



2. Duties and Responsibilities of the Employer

- 2.1. Transaction Data. The Employer will submit 403(b) and/or 457(b) transaction data to Aviben electronically in the manner required by Aviben and in a timely and accurate manner.
- 2.2. Funds Transfer. The Employer will submit 403(b) and/or 457(b) funds to Aviben via ACH in a timely and accurate manner.
- 2.3. Compliant 403(b) Written Plan. Consistent with requirements of the Internal Revenue Code and applicable regulations, the Employer agrees to adopt and maintain an employer-adopted written 403(b) plan.
- 2.4. Salary Reduction Agreements. The Employer will permit new salary reduction agreements and changes to existing salary reduction agreements at least quarterly (and more often if desired).
- 2.5. Use of Forms and Procedures. The Employer will consult with Aviben regarding its Salary Reduction Agreement and other administrative forms and procedures.
- 2.6. Compliance with Standards and Procedures. The Employer will comply with all standards and procedures prescribed by Aviben and communicated to the Employer, including but not limited to those related to employee enrollment and data transfer.
- 2.7. Restrictions for Non-Participating Vendors. The Employer will not allow payroll deductions for 403(b) and/or 457(b) plans provided by vendors that are not included on the Approved Vendor List.
- 2.8. Cooperation with Aviben. The Employer will cooperate with Aviben's initial setup procedures, including but not limited to the collection and entry of historical data necessary for performing basic maximum allowable contribution calculations.
- 2.9. Payment of Fees. The Employer will pay Aviben the fees identified on Exhibit A. The Employer will submit payments no later than 30 days after receipt of Aviben's invoice. The base monthly fee will be adjusted at the beginning of each calendar year to account for increases in the Consumer Price Index. Aviben pricing is subject to additional changes on 30 days' advance written notice to the Employer.
- 2.10. Acknowledgement. The Employer acknowledges and agrees that (a) certain endorsers of Aviben receive remuneration from Aviben (with additional information about such arrangements available upon the Employer's request), (b) Aviben may charge fees to participating vendors, (c) the Employer has diligently reviewed the System and received all necessary approvals to sign this Agreement, and (d) the Employer is eligible to sponsor a 403(b) and/or 457(b) program and has accepted all liability for this determination.
- 2.11. Delegation of Authority. The Employer represents and warrants that it is a state governmental entity or a political subdivision of a state governmental entity. The Employer acknowledges that pursuant to this Agreement it delegates to Aviben the authority to serve as a money transmitter for the Employer and, as a result of this delegation of authority, that Aviben is authorized under applicable law to provide money transmitter services for the Employer.



2.12. Hold Harmless. The Employer will hold Aviben harmless for any claim or loss resulting from the Employer’s grossly negligent or wrongful acts or omissions. The provisions of this section will survive termination of this Agreement.

3. Effective Date, Term, and Termination

3.1. Effective Date. This Agreement will be effective as of the date of the last signature to this Agreement below (“Effective Date”).

3.2. Initial and Renewal Terms. The initial term of this Agreement will be for one year from the Effective Date and will automatically renew for successive one (1)-year terms unless either party provides the other party written notice at least ninety (90) days prior to the renewal date.

3.3. Termination. Either party may terminate this Agreement immediately upon written notice in the event of (a) the bankruptcy, insolvency, liquidation, or dissolution of the other party; or (b) the other party’s material breach of this Agreement, which breach is not cured or corrected within thirty (30) days after receipt of written notice of the breach from the non-breaching party.

4. Other Terms

4.1. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

4.2. Amendments and Assignment. Any modification of this Agreement is not binding unless agreed in writing by both parties. This Agreement may be assigned by Aviben to a successor service provider upon thirty (30) days’ written notice to the Employer.

4.3. Waiver. A party’s failure to enforce any provision of this Agreement will not be construed as a waiver that excuses the other party from future performance of that provision or any other provision of this Agreement.

4.4. Severability and Survival. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining terms of this Agreement will remain in full force and effect. The terms of this Agreement that, by their nature, must survive termination in order to protect the party in whose favor they run will survive the termination of this Agreement.

4.5. Execution. This Agreement may be executed in counterparts with the same effect as if the signatures were on the same document. A copy, electronic version, or fax of a signed original of this Agreement will be valid and binding as a signed original.

Signatures

Aviben LLC

Signed: Trent Pepper Digitally signed by Trent Pepper
Date: 2026.03.23 15:23:22
-05'00'

Printed Name: Trent Pepper

Date: 3/23/26

Employer

Signed: Jennifer Fuchs

Printed Name: Jennifer Fuchs

Date: 3/25/26



Exhibit A

TPA Employer Fee: _____