

ProNvest, Inc.

EMPLOYER AGREEMENT

This Employer Agreement ("Agreement") is made and entered into the _____ day of _____, 2004, by and between ProNvest, Inc., a Delaware corporation ("ProNvest"), and _____ ("Employer"), a _____ corporation.

WITNESSETH:

WHEREAS, ProNvest has developed an Internet based retirement education, planning, and management system utilizing a proprietary platform (the "Retirement Planning Portal"); and

WHEREAS, Employer desires to offer the use of the Retirement Planning Portal to its employees;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and legal sufficiency which are hereby acknowledged, the parties hereby agree as follows:

1. ProNvest Services

(a) Pursuant to the terms and conditions of this Agreement and during the term hereof, ProNvest shall provide access to the Retirement Planning Portal to Employer's current and former retirement plan participants employees ("Employees").

(b) ProNvest will use the information provided by Employer regarding Employer's retirement plan (the "Retirement Plan") to provide retirement planning advice to Employees.

(c) ProNvest will offer, on an optional voluntary fee basis, retirement plan management services to Employees.

(d) ProNvest will assist Employees that leave employment with Employer, and who elect to use ProNvest services, in liquidating Employer retirement plan assets and transferring such assets to an individual retirement account ("IRA rollover account").

2. Employer Duties/Delegation to TPA

(a) Employer, shall provide all details of the Retirement Plan reasonably requested by ProNvest, including, but not limited to, the following:

(i) Retirement Plan name;

(ii) Name, address, phone number, fax number and e-mail address of the Retirement Plan custodian;

(iii) Name and title, address, phone number, fax number and e-mail address of the Employer representative responsible for the Retirement Plan; and

- (iv) The mutual funds or other investment choices available under the Retirement Plan.

Employer agrees that it shall provide ProNvest written notice of any changes to the Retirement Plan that may affect the services provided by ProNvest hereunder, or to any of the information provided to ProNvest hereunder as soon as possible of such change.

- (b) Employer shall identify an Employer representative that shall be the initial Employer contact and shall be responsible for communication of all required information to ProNvest under this agreement.

- (c) Employer will provide the first name, last name, and Employer provided e-mail address for each participant of the Retirement Plan. Employer shall provide a monthly update of the list of participants, in order for ProNvest to clearly identify new hires and terminations.

- (d) Employer agrees to assist in ProNvest being compensated from the Retirement Plan provider for Managed Accounts by adopting Plan procedures to allow for a non-taxable quarterly management fee to be withdrawn from the Individual's Account, through itemized billing provided by ProNvest to the Plan Trustee.

- (e) Employer shall not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Retirement Planning Portal, except as set forth in any documentation provided by ProNvest.

- (f) Employer may delegate any or all of its duties described in this section 2 to the third part record-keeper for the Retirement Plan (the "TPA").

- (g) All activities of the Employer pursuant to its obligations under this Agreement and not delegated to the TPA, shall be done at the sole cost and expense of the Employer.

3. Mutual Indemnification

- (a) ProNvest agrees to defend, any actual, or threatened, suit against the Employer based upon any claim by any Employee of breach of fiduciary duty or any other related claim with respect to the services provided by ProNvest, including, but not limited to, claims under the Employee Retirement Income Security Act of 1974, and to pay the amount of any cost, expenses, damages, losses or liabilities (other than any cost, expense, damage, loss or liability solely attributable to a particular party as is mutually agreed by both parties) provided that the indemnifying party is promptly notified in writing of receipt by the other party of any notice of any claim and of any threatened or actual suit that the indemnifying party shall have the right to participate in the defense of such claim or suit at its own expense and approve any settlement that impacts the indemnifying party.

- (b) The Employer agrees to defend, any actual, or threatened, suit against ProNvest based upon any claim by any Employee of breach of fiduciary duty or any other related claim with respect to any act, failure to act or transactions other than those attributable to the services provided by ProNvest, including, but not limited to, claims under the Employee Retirement Income Security Act of 1974, and to

pay the amount of any cost, expenses, damages, losses or liabilities (other than any cost, expense, damage, loss or liability solely attributable to a particular party as is mutually agreed by both parties) provided that the indemnifying party is promptly notified in writing of receipt by the other party of any notice of any claim and of any threatened or actual suit that the indemnifying party shall have the right to participate in the defense of such claim or suit at its own expense and approve any settlement that impacts the indemnifying party.

4. Confidentiality

(a) ProNVest understands and agrees that, in Employer's performance of its duties hereunder, Employer will communicate to ProNVest (or its designees) certain confidential and proprietary information concerning the Retirement Plan and Employees (collectively the "Confidential Information"), all of which are confidential or proprietary to the Employer.

(b) Except as is required to perform the terms of this Agreement, ProNVest agrees not to disclose to any third party any Confidential Information during the term of this Agreement or at any time thereafter, without the prior written consent of the Employer or the Employee to whom such information pertains. Provided, however, that ProNVest shall have the right to disclose any aggregate data that does not identify the Employer or Employee to which it relates.

5. Trademarks

Each party acknowledges that the trademarks and trade names heretofore and hereafter used by the other party (collectively "Trademarks") are the exclusive property of such other party or its licensor. Each party agrees to use the other party's Trademarks only as authorized in writing by such other party. A party may employ the other party's Trademarks only in accordance with guide lines provided by such other party from time to time during the term of this Agreement; either party may at any time upon written notice to the other party terminate any right granted to such other party to use any Trademark of the granting party.

6. Term and Termination.

(a) The term of this Agreement will commence on the date first written above and will continue for a period of three (3) years thereafter ("Term"), unless earlier terminated as provided herein. The term of this Agreement will be automatically renewed for additional one year periods ("Renewal Term") upon the termination of the initial Term or any Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement by giving at least 90 days prior written notice to the other party.

(b) Notwithstanding any other provision of this Agreement, the Agreement may be terminated by either party, prior to the expiration of the term set forth herein, upon a material default by the other party which is not corrected within thirty (30) days of receipt of written notice of such material default. Material default shall include: Either party ceasing to do business; change in the plan which substantially affects the ability for ProNVest to apply appropriate portfolio strategies; or Employer is unable to secure compensation to ProNVest from the Retirement Plan for Managed accounts.

7. AMENDMENTS.

This Agreement may not be amended or modified except by written document signed both parties hereto.

8. NOTICES.

Any notices provided for in this Agreement must be in writing and shall be delivered or sent (including nationally recognized overnight air courier) in writing to the party at the address written below the signature of the party, and shall be deemed given upon delivery to the other party. The name and address to which notice is to be sent may be changed by notice to the other party.

9. ASSIGNMENT.

Each party may assign its interests in this Agreement to a successor in interest to substantially all of its business or an affiliated company provided that: (a) the proposed assignee agrees in writing to assume all of the assigning party's obligations and a copy of the written assumption agreement is forwarded to the non-assigning party; and (b) the assigning party promptly notifies the non-assigning party of such assignment.

10. RELATIONSHIP OF PARTIES.

The relationship between ProNVest and Employer shall be that of independent contractors.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement of the parties hereto and supersedes all other prior agreements and understandings, oral and written.

12. WAIVERS.

No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance shall not constitute a waiver of a party's rights hereunder.

13. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. The parties hereto agree that any legal action or proceeding with respect to this Agreement and, the services to be provided hereunder, may only be initiated in the courts of the State of Georgia or the United States District Court for the Northern District of Georgia; and by execution and delivery of this Agreement, the parties hereto submit to and accept with regard to any such action or proceeding for themselves and in respect of their property, unconditionally, the jurisdiction of the aforesaid courts. Furthermore, the parties agree to accept service by registered or certified mail at the address established herein for the giving of notice.

14. VALID EXECUTION.

Each party represents to the other that this Agreement constitutes a valid and binding obligation of such party and is enforceable against such party in accordance with its terms, including the provisions herein with respect to termination upon the expiration of the applicable term of Employer's appointment. Without waiving a party's claim for breach of representation, if any provision of this Agreement in any way contravenes any law, the parties hereto agree to revise such provisions in such a manner as to meet the requirements of law and as nearly as possible to reflect the original intention of the parties.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. By signing below, the Employer, as Plan Administrator, hereby adopts the attached Supplementary Participant Investment Direction Procedure.

ProNVest, Inc.

EMPLOYER: _____

By: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

U.S.A.

U.S.A

Attachment to Employer Agreement

PLAN NAME: _____

SUPPLEMENTARY PARTICIPANT DIRECTION PROCEDURE

Retention of Investment Manager

WHEREAS, the Plan permits Participants to direct the investment of their Account and authorizes the Plan Administrator to establish procedures to facilitate such direction, including the designation of investment alternatives and investment managers.

NOW, THEREFORE, the Plan Administrator hereby adopts the following procedures to allow a Participant to select an investment manager to manage the investment of his or her self-directed account in the Plan and to allow for the payment of fees and expenses associated with such an investment manager from that Participant's account, to the extent these actions are permitted under the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

1. **Participant's Designation of Investment Manager.** Each Participant who is qualified in accordance with the terms of the Plan to direct that all or any part of the sum in his accounts be separated from the assets of other Participants under the Plan into a segregated fund ("Self-Directed Account") and further to direct the investment and reinvestment of the assets in such Self-Directed Account shall be permitted to designate an Investment Manager for that Participant's Self-Directed Account. Such designation shall be effective only upon execution of a written Investment Management Agreement by the Participant and the Investment Manager that provides an acknowledgment by the Investment Manager that it is a fiduciary (within the meaning of Section 3(21) of ERISA) with respect to the Participant's Self-Directed Account and sets forth any fees or expenses to be charged by the Investment Manager. Such designation shall be effective without approval or endorsement from the Employer.
2. **Qualification of Participant's Investment Manager.** An Investment Manager shall be registered as an investment advisor under the Investment Advisers Act of 1940 or otherwise meet the requirements set forth in Section 3(38) of ERISA.
3. **Effect of Designation.** A Participant's designation of an Investment Manager shall authorize the Investment Manager to direct the investment of the Participant's Self-Directed Account on behalf of the Participant, unless a more limited authority is set forth in the Investment Management Agreement. The Investment Manager shall be required to follow the Plan's procedures established for Participants for directing the investment of their Self-Directed Accounts, or

any reasonable alternate Plan procedures more specifically applicable to investment managers. A Participant's designation of an Investment Manager shall be limited to the Self-Directed Account of the Participant making the designation.

4. **Payment of Fees and Expenses.** Any fees or expenses incurred or charged by an Investment Manager pursuant to the Investment Management Agreement entered into with the Participant shall, upon proper presentation to the trustee or insurer (or in the case of a custodial account under Section 403(b) of the Internal Revenue Code, the custodian) of the Plan, shall be paid from Plan assets and debited against such Participant's Self-Directed Account. In administering this provision, proper presentation shall include submission of an invoice setting forth a detailed description of the fee or expense incurred, a copy of the executed Investment Management Agreement, and a representation that such agreement was in force at the time the expenses were incurred. In lieu of presentation directly to the Plan's trustee, insurer, or custodian, proper presentation may be made to the Employer, which case the Plan's trustee, insurer, or custodian may rely on the Employer's submission of the invoice and certification that the fees or expenses were incurred in accordance with the terms of the Investment Management Agreement. Notwithstanding the foregoing, no fees or expenses shall be paid unless they are "reasonable expenses," within the meaning of Sections 403(c)(1) and 404(a)(1)(A) of ERISA as interpreted in guidance issued by the U.S. Department of Labor.