

**ASC INSTITUTE**  
**SILVER CONSULTING AGREEMENT**

This Agreement is entered into between ASC Institute, LLC, a California limited liability company ("ASCi"), and Customer (as designated below).

**Scope of Silver Consulting Service** - As an ASCi Silver Consulting Service client, Customer may ask ASCi general ERISA consulting questions via e-mail. The Customer will access the service using the ASCi DGEM system. ASCi will respond to questions either by e-mail or telephone. Customers are allowed 20 incidents per year, after which ASCi will charge Customer \$75 per incident. An incident is each Customer e-mail inquiry. [An incident does not include DGEM document support inquiries.] ASCi will assist Customer with questions beyond the scope of the service by providing specialized consulting assistance at a discounted hourly rate of \$200.

**Exclusions** - The ASCi Silver Consulting Service excludes consulting on issues beyond ERISA, highly technical consulting, client-specific and legal opinions, time-intensive projects, and drafting projects. ASCi reserves the right to reject or limit questions and the scope of its response at its discretion.

**Limits of ASCi Liability** – Customer acknowledges that ASCi, in providing the ASCi Silver Consulting Service, is not rendering legal, tax or accounting advice or services. While ASCi Silver Consulting Service is designed to provide accurate information to Customer, ASCi disclaims any implied or actual warranties as to the accuracy of any ASCi response and any liability with respect to such response. Customer retains the responsibility of retaining competent legal, tax and accounting advice and counsel in determining the sufficiency of any ASCi response.

**Term** – The term of this Agreement will commence on the Effective Date of this Agreement and end on the last day of the month, twelve (12) months after such Effective Date. At the conclusion of the initial term, this Agreement automatically will renew for a twelve (12) month period, unless terminated by Customer or ASCi. Customer must provide notice of termination of the Agreement in writing at least 30 days prior to the expiration of the current term of the Agreement.

**Pricing** – In addition to the monthly maintenance fee for the DGEM system, for which Customer must execute a separate License and Maintenance Agreement, Customer agrees to pay \$150 per month for the ASCi Silver Consulting Service.

**Return** – After you've signed below, fax to ASC at: (818) 344-3288 or mail to: ASC; 18321 Ventura Blvd, Suite 600; Tarzana, CA 91356

\_\_\_\_\_  
**Customer** (Print Company name)

By: \_\_\_\_\_

Effective Date:\_\_\_\_\_

**ASC Institute, LLC**

By: \_\_\_\_\_

Date: \_\_\_\_\_