

SINGLE DOCUMENT USE AGREEMENT

Pendoc hereby authorizes to the undersigned Practitioner for one or more single use of Pendoc's IRS-approved volume submitter or prototype plan documents at such fees as agreed upon.

The Practitioner understands and agrees that payment for each single document use is due in full in advance.

Practitioner further agrees to limit the use of Pendoc's IRS-approved volume submitter or prototype plan document for such single employer plan for which the agreed upon fee has been paid. Practitioner further agrees that it will not use any IRS-approved volume submitter or prototype plan documents for any other client or employer plan and that it will not permit use of Pendoc's IRS-approved volume submitter or prototype plan documents by any other practitioner or plan employer-sponsor, except upon notification to and permission by Pendoc along with payment of applicable fees.

Practitioner further agrees to pay Pendoc for any additional services requested by Practitioner at normal hourly rates of Pendoc's staff, billed in 15-minute increments, and that payments for such additional services are due in full upon billing.

Practitioner agrees to provide as a material and necessary part of this agreement the information required below, as well as, on an annual basis, the name, current address, and Employer ID Number of each employer adopting a Pendoc prototype plan through the Practitioner.

In addition to damages, Pendoc shall be entitled to recover from Practitioner reasonable attorneys' fees and costs in the enforcement hereof.

Enrollment for use of Pendoc's Single Plan Automated Document Generator Service for Volume Submitter Plan Documents. *(optional)*

Pendoc hereby licenses to the undersigned practitioner (hereinafter Licensee) the use of **Pendoc's** Automated Document Generator / Single Plans (ADG/sp) for **Pendoc** volume submitter plans.

Licensee understands and agrees that the use of the ADG/sp is subject to timely payment of all fees in accordance with the Single Document Use Agreement, and that, in the event Licensee fails to timely make the required installment payments, **Pendoc** will revoke the ADG/sp license.

Licensee agrees to limit the use of the ADG/sp to those plans for which agreed upon fees have been paid for completion of plan. Licensee agrees not to transfer or permit use of or participate in any sharing arrangement with any other offsite practitioner of the ADG/sp, except upon notification to and direct licensing by **Pendoc**.

Licensee agrees that **Pendoc** has no responsibility for completeness and the accuracy of the ADG/sp generated documents. Licensee acknowledges that the accuracy and completeness of the ADG generated documents, including the adoption agreement, summary plan description and making any necessary corrections, are the responsibilities of the Licensee and Employer-Sponsor adopting the plan. Licensee further acknowledges it has been advised by Pendoc to have any ADG generated documents reviewed by the Licensee's and/or the Employer-Sponsor's legal counsel.

Licensee understands that use of the ADG/sp is part of the service provided in this Single Document Use Agreement, and that there are no additional fees for its use. Licensee agrees to pay **Pendoc** for any additional services requested by Licensee at the hourly rates and conditions stated in the License and Service Agreement.

In addition to damages, **Pendoc** shall be entitled to recover from Licensee reasonable attorneys' fees and costs in the enforcement hereof. If default results in termination of this License by **Pendoc**, all plans adopted through Licensee using this License are automatically rendered individually designed plans for which no determination letter is in effect.

Licensee agrees to the above conditions for use of Pendoc's Automated Document Generator / Single Plans (ADG/sp).

Licensee declines access to Pendoc's Automated Document Generator / Single Plans (ADG/sp). *(Note: Marking this option does not prevent licensee from requesting access to the ADG/sp at a future time at no additional charge)*

Signature: _____ Date: _____

Print Name: _____ Title: _____

Company: _____ EIN: _____

Address: _____ Tel. (____) _____

_____ Fax. (____) _____

_____ Zip: _____ E-mail: _____

Pendoc: _____ Date: _____

Please fax your completed form to Pendoc at (415) 897-7061

To contact a representative at **Pendoc** send emails to: info@pendoc.com