

## Fund Selection Service Agreement

**Contract No.** 4-49993 In this agreement, "you" and "your" means the Plan Sponsor. "We, "us", and "our" means Principal Financial Advisors, Inc. "Group Contract" means the Group Contract designated above issued by Principal Life Insurance Company. "Principal Life" means Principal Life Insurance Company.

1. Except for plan assets represented by an interest in a Principal Life Insurance Company separate account invested in shares of common stock of Principal Financial Group, Inc. (the "Demutualization Separate Account") received as compensation in connection with the demutualization of Principal Mutual Holding Company, we agree to make the Fund Selection Service available to plan assets held under the Group Contract and to provide the Fund Selection Service as described in the Principal Financial Advisors, Inc. ADV Part 2, the terms of which are incorporated by reference into this agreement. **Plan assets represented by an interest in the Demutualization Separate Account will be treated as plan assets not held by Principal Life Insurance Company.** By signing this agreement, you acknowledge you have received the ADV Part 2, which fully describes the Fund Selection Service.
2. We agree not to assign this agreement without your written consent.
3. This agreement shall remain in effect until terminated by you or us. You may terminate this agreement any time. Termination shall be effective upon delivery of written notice to us at our Corporate Center in Des Moines, Iowa. We may terminate this agreement upon written notice to you.
4. You may designate guidelines for the maximum percentage of Plan assets we may direct to any asset class. We will assume that you do not have any asset class guidelines unless otherwise indicated below.

Check this box only if you want to give us asset class guidelines.

\_\_\_\_\_ % Fixed Income

\_\_\_\_\_ % U.S. Equity

\_\_\_\_\_ % International Equity

\_\_\_\_\_ % Real Estate

These guidelines may be updated by sending us a written notice.

5. Our quarterly charge for Fund Selection Service is our Base Fee plus the amount calculated by multiplying the ending balance by the Basis Point Fee divided by four.

**Ending Balance** means the total funds under the Group Contract at the end of each plan year quarter.

The **Basis Point Fee** for a plan year quarter is determined using total funds under the Group Contract as of the last day of the quarter.

If these total funds are:

Over	But Not Over	Base Fee	Basis Point Fee
0	500,000	\$1,500	20.0 bps.
500,001	1,000,000	\$1,500	15.0 bps.
1,000,001	3,000,000	\$1,500	10.0 bps.
3,000,001	5,000,000	\$1,500	8.0 bps.
5,000,001	10,000,000	\$1,500	6.0 bps.
10,000,001	15,000,000	\$0	5.5 bps.
15,000,001	25,000,000	\$0	5.0 bps.
25,000,001		\$0	4.5 bps.

For any full calendar quarter in which a plan sponsor has more than one Group Contract with plan assets under the Fund Selection Service, a 10% reduction in the Fund Selection Service charge will apply.

We have the right to revise the future charge for the Fund Selection Service upon 60 days written notice to you. We shall not at anytime be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client.

6. The Fund Selection Service charge:

Will be deducted from Group Contract Assets

Will be paid by you as billed. Bills not paid within 60 days will be automatically deducted from Group Contract Assets.

Will be paid by you as billed. If you do not authorize automatic deduction from Group Contract Assets for bills not paid with 60 days, bills not paid within 60 days are subject to a 5% late fee per month.

**Fund Selection Service Agreement**

7. This agreement will be effective as of the later of \_\_\_\_\_ or the date received in our Corporate Center in Des Moines, Iowa unless we notify you within 60 days that it is not acceptable.
  
8. This agreement supercedes and replaces any prior Agreement between you and us regarding the Fund Selection Service and any account selection election you have made to Principal Life.
  
9. You acknowledge that the representative who solicited your participation in the Fund Selection Service is our employee or the employee of the Principal Life Insurance Company.

<b>Plan Sponsor Section</b>
Legal Name: _____
By: _____
Title: _____
Date Signed: _____

**Principal Financial Advisors, Inc.**

By: Larry Zimmerman

Title: President