

## 403(b) INFORMATION SHARING AGREEMENT

This Information Sharing Agreement (“Agreement”) is made and entered into by and between the undersigned plan sponsor (“Sponsor”) and the undersigned investment provider of products under the plan or of products permitted to receive transfers under the plan on or after September 25, 2007 (“Provider”).

In consideration of the mutual terms and provisions contained herein, and in contemplation of final regulations under Section 403(b) of the Internal Revenue Code of 1986 as amended (“Code”), the Sponsor and the Provider agree as follows:

1. **INFORMATION SHARING:** Provider shall make available to Sponsor with respect to its 403(b) plan or plans:
  - a. Reports (hard copy, online, and/or electronically remitted) identifying all withdrawals processed, loans processed, and loans defaulted since the previous online report, including dates and amounts of such withdrawals, loans, and defaults.
  - b. Information sharing directly with other providers identified by Sponsor and/or a participant to confirm loan and hardship withdrawal information for individual requested transactions
  - c. Such additional information as may be mutually agreed between Sponsor and Provider.
2. **PRIVACY:** The use of data provided to Sponsor shall be restricted in accordance with applicable state and federal restrictions and Provider’s privacy policies, and may require consent from Provider or affected participants before it may be provided to a third party.
3. **FREQUENCY:** Reports described in Section 1 shall be made available monthly, or with such other frequency as may be elected by Sponsor on the website, and shall be updated within 10 business days after the end of the selected period.
4. **LIFE INSURANCE:** Sponsor will not offer new separate contracts of life insurance as a 403(b) investment option.
5. **EFFECTIVE DATE:** Upon the Provider’s receipt of a duly executed copy of this Agreement, this Agreement shall be effective on the date of the last signature below. The Sponsor may waive the right to obtain certain information prior to January 1, 2009.
6. **DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT:** Effective no later than January 1, 2009, before processing distributions from accounts associated with the plan following a participant’s severance of employment with the Sponsor, Provider shall confirm such severance directly with the Sponsor or from information provided by the Sponsor.
7. **RESTRICTIONS ON TRANSFERS:** Provider will restrict transfers from accounts associated with the plan on or after September 25, 2007 to providers designated by the Sponsor from time to time, including providers with products under the plan and providers with products outside the plan pursuant to information sharing agreements as required under applicable 403(b) regulations, and shall require a transferee provider to confirm that the transferred amount will be deposited into a qualifying account. Transferred amounts will not be available for distribution earlier than under the transferring contract or account except as otherwise permitted under the Code and regulations. Provider will apply the accumulated benefit requirement of the 403(b) regulations to amounts transferred and amounts received as transfers, provided however that

Provider shall not be responsible for application of the requirement by another provider. Except as otherwise agreed by Provider and Sponsor, Provider shall have no responsibility to verify a designation by the Sponsor of another provider or its products as qualifying for such transfers, and shall have no liability for actions taken in reliance upon either information or directions provided by the Sponsor with respect to such transfers.

8. **TERM OF AGREEMENT:** The Agreement shall remain in effect until terminated by Provider or Sponsor with not less than 60 days advance written notice to the other party. Provider's obligations hereunder with respect to accounts with positive balances under this Agreement shall survive such termination, however, and shall continue until either such accounts have been fully distributed (through one or more qualifying transfers or distributions, which could include a qualifying distribution of an annuity contract from the plan upon plan termination), or until Sponsor and Provider have entered into a new agreement governing the accounts.
9. **EFFECT ON OTHER AGREEMENTS:** This Agreement may be incorporated by reference or otherwise into a separate agreement governing services provided under the plan, provided however that this Agreement shall not modify the Sponsor's obligations under such separate agreement without the written consent of the Sponsor.

The Parties hereto have executed and delivered this Agreement as of the date of the last signature below.

Plan Sponsor:

Provider:

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\_\_\_\_\_

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Address

City, State, Zip Code

**Please return signed copy to:**