

# 457(b) PARTICIPANT AGREEMENT

## (Plan Custodial Account Disclosure Form)

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*This Agreement accompanies both the printed and online versions of enrollment materials. Signatures and/or agreement with the terms of this Agreement are obtained during enrollment.*

Participant represents and warrants that he/she has received, read, and is in agreement with all terms in the 457(b) Enrollment Guide, including the terms in the FPS Terms and Conditions (including arbitration provisions), the 457(b) Custodial Account Agreement (including arbitration provisions), FPS's privacy policy, and any applicable addendums to the Participant Agreement, all of which are included in the 457(b) Enrollment Guide and/or are available at [www.PlanBaccount.com](http://www.PlanBaccount.com) under Important Information, and which are incorporated by reference into this Participant Agreement. Participant agrees to be bound by the terms of the Participant Agreement (including the terms of incorporated documents), which may be changed, from time to time, upon notice from FPS Trust.

Participant appoints FPS Trust Company, LLC ("FPS") as custodian for the 457(b) established by the 457(b) Enrollment Form and authorizes FPS (including its affiliates) to perform relevant custodial and administrative services. Participant acknowledges FPS Trust Company, LLC ("FPS") (including its affiliates) as recordkeeper of the 457(b) established by the 457(b) Enrollment Form and authorizes FPS to perform relevant recordkeeping and administrative services.

Participant understands and agrees that FPS may provide online access to the Account through the issuance of user names and passwords to Participant and other persons Participant authorizes to access the Account (e.g., a Financial Professional, an Investment Strategist, etc.). Further, FPS may provide user names and passwords to Plan Administrators and/or other authorized persons/entities. Participant understands and agrees that persons/entities to which user names and passwords are issued are solely responsible for the security of the user name and password issued to him/her/it. FPS shall be entitled to rely on the entry of a user name and password into FPS's systems as confirmation of the identity of the person/entity to whom the user name and password were issued.

Participant understands and agrees that FPS may provide telephone access to the Account, but will use reasonable procedures to verify the identity of the Participant or other authorized person when servicing an account by telephone.

Participant understands and agrees that it is his/her exclusive responsibility to monitor the activity on the Account and to immediately report to FPS any unauthorized access or transactions. FPS retains the right to, but shall have no obligation to, monitor activity and transactions on the account.

Participant understands and agrees that certain annual fees will apply to the Account. These fees will include an Annual Maintenance Fee of \$40.00 and an Annual Custody and Administration fee of 0.25% of the value of the Account. These fees will be assessed on a monthly or quarterly billing cycle and will be assessed, *pro rata*, from the assets in the Account. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Certain plans and employers may have elected to utilize a Third-Party Administrator (TPA) for performing administrative services. These TPAs charge various fees for their services, and those amounts which fall under a pre-defined coverage limit of \$20 annually are paid by FPS. If applicable, any fees or charges that go over and above the pre-defined coverage limit of \$20 annually will be listed as a separate line item fee, delineated as a TPA administration fee and deducted from Participant's account.

Participant understands and agrees that certain transaction fees will apply to the Account. These fees include a Loan Application Fee of \$100. No other transaction fees apply, though in the future FPS could charge a Transfer-Out fee and/or Distribution fees. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Participant authorized and instructs FPS to assess the above-referenced fees (and any other fees Participant may later agree to have assessed against the account) against the account registered in the Participant's name established under this 457(b) Enrollment Form.

Participant understands and agrees that, if the Internal Revenue Service has notified Participant that he/she is currently subject to backup withholding because Participant has failed to report all interest and dividends on his/her tax return, Participant must cross out item 2 in the certification below. By signing below, under penalty of perjury, Participant certifies that:

1. The number shown on this form is the Participant's correct taxpayer identification number (or Participant is waiting for a number to be issued to him/her), and
2. Participant is not subject to backup withholding because: (a) Participant is exempt from backup withholding, or (b) Participant has not been notified by the Internal Revenue Service ("IRS") that he/she is subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified Participant that he/she is no longer subject to backup withholding, and
3. Participant is a U.S. citizen or U.S. resident alien.