

# 457(b) FPS Terms & Conditions

## Section 1: Scope of Agreement

Your agreement with FPS Trust Company, LLC ("FPS") consists of the terms set forth in the 457(b) Enrollment Form and the terms of the custodial account agreement between FPS and your employer. In addition, you may, in the future, receive from FPS, supplemental terms and disclosures which shall also be a part of the agreement between you and FPS (collectively, the "Agreement and Disclosure.") You agree to read the Agreement and Disclosures carefully and to retain copies for your records.

## Section 2: Acceptance of Agreement and Disclosures

You agree that the Agreement and Disclosures govern all aspects of your relationship with FPS, including all transactions between FPS and you and all products and services now or in the future offered through FPS. FPS may rely on your use of FPS's products and services as evidence of your continued acceptance of the Agreement and Disclosures.

## Section 3: Your Representations and Warranties

You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application; (c) if you are married, live in a state with community-property laws and have designated someone other than your spouse as the sole beneficiary to this Account, you have obtained the consent of your spouse to such designation; (d) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (e) except as you have otherwise indicated on your Account Application or in writing to us, (i) you are not an employee of or affiliated with any securities exchange or member firm of any exchange, the Financial Industry Regulatory Authority (FINRA), or any securities firm, bank, trust company or insurance company and (ii) you are not a director, 10% beneficial shareholder, policymaking officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company and (f) this Application Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms.

## Section 4: Account Handling

The Designated Custodian ("The Custodian") will automatically hold all of your securities purchased, sales proceeds, dividends and interest. The Custodian will also release your name, address and securities positions to authorized agencies and entities, including companies in which we hold securities for your Account, upon request, unless you notify us otherwise in writing.

## Section 5: Responsibility for Investment Decisions

You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, you understand that FPS has no obligation to determine whether a particular transaction, strategy or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate. Unless FPS otherwise agrees with you in writing, FPS does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account. You acknowledge that FPS does not provide tax or legal advice.

## Section 6: Liquidations

Whenever it is necessary for our protection or to satisfy a debit or other obligation owed us, we may (but are not required to) sell, assign and deliver

all or any part of the property securing your obligations, or close any or all transactions in your Account or restrict activity in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation or any tax consequences from such actions. All of the above may be done without demand or notice of purchase, sale, transfer or cancellation to you. No demand or notice shall impose on FPS any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

## Section 7: Verification

You authorize FPS to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of yourself, any other person referred to on this Application, or any person whom FPS is later notified is associated with or has an interest in the account (as well as such persons' spouses if they live in a community-property jurisdiction) at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

## Section 8: Application of Law

**What Law Applies:** This Agreement is subject to all applicable federal and state laws and regulations and any mutually agreed-upon arbitration agreements. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

## Section 9: Electronic Copies

The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the Account Application and the Agreement and Disclosures is considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of FPS's electronically stored copy of such documents in any proceeding between you and FPS.

## Section 10: Allocation of Contributions

You may place your contributions in one fund or in any combination of funds, although your employer may place restrictions on investment in certain funds. If the allocation total does not add up to 100 percent then the remainder will be allocated to the default investment option. If no selection is given, your contribution will be allocated to the default fund. Do not use fixed dollar amounts.

## Section 11: Compliance with Plan Document and/or the Code

I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirements of the Plan Document and/or the Code. I understand

that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted, under applicable account and plan types. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred.

#### **Section 12: Incomplete Forms**

I understand that in the event my Participant Enrollment form is incomplete or is not received by FPS at the address stated on the Enrollment Guide prior to the receipt of any deposits, I specifically consent to FPS retaining all monies received and allocating them to the default investment option. Once an account has been established on my behalf, I understand that I must contact FPS in order to transfer monies from the default investment option. Also, I understand all contributions received after an account is established on my behalf will be applied to the investment options which I have most recently selected.

#### **Section 13: Account Corrections**

I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 day period, account information shall be deemed accurate and acceptable to me. If I notify FPS of an error after this 90 day period, the correction will be only processed from the date of notification forward and not on a retroactive basis.

#### **Section 14: Provider Compensation**

FPS receives compensation from certain funds or their affiliates and other investment providers in consideration for services that FPS provides including but not limited to 1) participant statements 2) maintaining participant level fund accounting 3) transmitting and recording purchase and redemption instructions for such investments 4) transaction settlement 5) prospectus and fact sheet delivery and 6) participant call center services. This compensation is paid directly to FPS by the funds or investment provider, their affiliates, or services provider pursuant to a service agreement between FPS and one or more such parties, and the Employer is not responsible for payment of this compensation. The compensation paid to FPS is based either on a percentage of the average daily net asset value of each investment or on a set fee per each investment option in which a participant invests. Asset-based compensation can range from 0.00% to 0.25% annually on average assets, while investments paying a set fee can range from \$10 to \$12 annually per participant account. The fees received by FPS may be used to offset the fees that would otherwise be charged to the Plan or Account, dependent upon plan type.

#### **Section 15: Administrative Fees**

Certain plan types require administrative services and employers may choose to utilize a Third-Party Administrator (TPA). These TPA charge various fees for their services, and those amounts which fall under a pre-defined coverage limit are paid by FPS. If applicable, any fees or charges that go over and above the pre-defined coverage limit will be listed as a separate line-item fee, delineated as an administration fee.