

# Authorized Persons Agreement

**The Employer as Plan Sponsor may delegate responsibilities and duties of the general administration of the retirement Plan to appointed individuals. This form is used to appoint such individual(s) as an Authorized Person to act on behalf of the retirement Plan. Please reference the following information for details on completing this form.**

## STATUS

Please indicate the status of the appointed individual. You may select one of the following:

- **Add:** A new individual who should be added as an Authorized Person,
- **Delete:** A current Authorized Person who should be removed as an Authorized Person,
- **Change:** A current Authorized Person whose information, authority, and/or web access type has changed.

## AUTHORIZED PERSON INFORMATION

Include the individual's Name, Title, Phone, and Email address. This information will be used to communicate the individual's User ID and Password for Plan Sponsor web access. NOTE: The email address must be specific to the contact and may not be accessible by any other individuals.

## RELATIONSHIP

Select one for each contact. Plan Sponsor - contact employed by the plan. Advisor - contact contracted by the plan to provide advice on investments. TPA - contact contracted by the plan to provide administrative services.

## PLAN SPONSOR CONTACT

An individual employed by the company or organization that is responsible for establishing this retirement plan for its employees and who has been delegated, as applicable, some or all administrative responsibility for the plan.

## THIRD PARTY CONTACT

An individual who works for a firm or company outside of this plan's employer and with whom the plan's employer has entered into a business relationship and who has been delegated some or all administrative responsibility for the plan.

## SIGNING AUTHORITY

- **Full:** A person with Full Authority is someone who can approve plan changes, including investments, plan documents and contact changes. This person can also approve participant distributions, such as hardships and loans; and contribution allocations, such as profit sharing and match.
- **Loan and Distribution:** A person with Loan and Distribution Authority is someone who can approve participant distributions, such as hardships and loans.
- **None:** This individual will not have authority to make any changes or approvals.

## COMPLIANCE CONTACT

The Compliance Contact will receive communications regarding the census, testing and 5500 processes. This contact will also receive emails when questions arise regarding the same.

## PRIMARY CONTACT

The Primary Contact will be the Company's designated representative with authority to act on behalf of the Company and to receive required notices under the Plan Service Agreements. (There may be only one Primary Contact.)

## TRUSTEE

If this is an addition, deletion or other change to Trustee, the plan Amendment must be attached.

## AUTOMATED COMMUNICATIONS

Mark either "yes" or "no" as to whether or not this individual will receive system-generated notices or communications regarding participant-related information.

## NOTIFICATIONS

If clarification is needed, please reach out to your Client Services representative.

## PLAN SPONSOR WEB ACCESS TYPE

Please select one online web access type for each authorized person. To accommodate your needs, different web access types are available. If Administrative Authority is granted, the Plan Sponsor Web Access Type must be either Full Access, Full Access with Change or Full Access with Change and Compensation Management. Plan Sponsor Web Access grants the Authorized Person access to information on both a plan and participant level.

- **Employee View Only:** Allows the Authorized Person to view employee data and pull reports. Does not allow the Authorized Person to approve online distributions.
- **Payroll Only Access:** Allows the Authorized Person to upload payroll files only without access to plan and participant information. Does not allow the Authorized Person to approve online distributions.
- **Payroll with Reports:** Allows the Authorized Person to upload payroll files as well as view employee data and pull reports. Does not allow the Authorized Person to approve online distributions.
- **Full Access:** Allows the Authorized Person to upload payroll files, approve online distributions, view plan level financial information and reports, and view employee information.
- **Full Access with Change:** Allows the Authorized Person to upload payroll files, approve online distributions, view plan level financial information and reports, view employee information, and update employee census data.
- **Full Access with Change and Compensation Management:** Allows the Authorized Person to upload payroll files, approve online distributions, view plan level financial information and reports, view employee information, update employee census data and provide participant compensation to be used in Managed Account calculations.

Name of Plan: \_\_\_\_\_

Plan ID/ Bin: \_\_\_\_\_

## Authorized Persons

List the Authorized Persons below. If additional entries are needed, please utilize the Additional Authorized Persons page at the end of this document.

**This form is to be used by the Plan Sponsor, not by an Advisor or TPA Firm.**

<b>Status</b> Add Remove Update	<b>First Name:</b>	<b>Last Name:</b>		
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Divisions (If applicable):</b>			
	<b>Relationship:</b>	Plan Sponsor (Plan contact/employee/associate) Primary Contact (only one per plan) 5500 Signer, if applicable (only one per plan) Third Party - Name of Third Party Firm: _____ Advisor Primary Advisor (only one per plan) TPA Primary TPA (only one per plan) Other Third Party (ex: CPA, Auditor, Payroll Provider, etc.): _____		
	<b>Signing Authority:</b>	Full    Loan and Distribution Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Billing/Invoice Compliance Late Payroll	Deferral Change Enrollment	Loan/Distribution Request (Authorized to Approve) Payroll (ACH Confirmation/Loan Report)
	<b>Plan Sponsor Web Access Type: (Please select only one)</b>	EE View only (includes reports) Payroll Only None	Payroll with Reports Full	Full with Change Full with Change and Comp Mgmt

Name of Plan: \_\_\_\_\_

Plan ID/ Bin: \_\_\_\_\_

<b>Status</b> Add Delete Change	<b>First Name:</b>		<b>Last Name:</b>	
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Relationship:</b>	Plan Sponsor Advisor (Primary Advisor:    Yes    No) TPA (Primary TPA:    Yes    No) Other Third Party (ex: CPA, Auditor, etc.): Advisor/TPA/Other Company: _____		
	<b>Signing Authority:</b>	Full    Loan and Distribution Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Enrollment Deferral Change Late Payroll	Loan/Distribution Request ACH Confirmation/Loan Report	
<b>Status</b> Add Delete Change	<b>First Name:</b>		<b>Last Name:</b>	
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Relationship:</b>	Plan Sponsor Advisor (Primary Advisor:    Yes    No) TPA (Primary TPA:    Yes    No) Other Third Party (ex: CPA, Auditor, etc.): Advisor/TPA/Other Company: _____		
	<b>Signing Authority:</b>	Full    Forms Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Enrollment Deferral Change Late Payroll	Loan/Distribution Request ACH Confirmation/Loan Request	
<b>Plan Sponsor Web Access Type: (Please select only one)</b>	Full Access Full Access with Change Full Access with Change and Comp Mgmt EE View only (Included alerts)	Payroll Only Access Payroll with Reports Payroll with Reports		

Name of Plan: \_\_\_\_\_

Plan ID/ Bin: \_\_\_\_\_

**Email Notifications**

Please list the Authorized Person with Plan Sponsor Web access who should receive the following emails:

**General Questions Regarding the Plan (Only one email is permitted for General Questions)**

Participants can generate an email through the website to this named Authorized Person to make Plan inquiries.

**Authorized Person Email Address:** \_\_\_\_\_

**Transaction Notifications (Only one email is permitted for Transaction Notifications)**

The email address listed below will receive email notifications for participant-initiated transactions through the website for personal information changes, contribution changes, enrollment, and loan and distribution requests. This is an extremely important communication tool for the person updating payroll files.

**Authorized Person Email Address:** \_\_\_\_\_

**Authorization and Signature**

The company's named Plan Administrator must sign the form. The named Plan Administrator is generally appointed by the Plan Sponsor (Employer) in company meeting minutes or other official company documents to carry out the duties of the Plan. The Plan Sponsor only needs to sign this form if different from the named Plan Administrator.

**The Plan Sponsor and the named Plan Administrator agree that the Authorized Persons are so authorized until the Plan Sponsor and the named Plan Administrator provided with written termination of this appointment of the Authorized Persons.** The Record keeper may, without injury, act only on the instructions of ANY PERSON(S) purporting to be an Authorized Person as named herein, and the Record keeper shall not be liable for any claims, expenses (including legal fees) or losses resulting from having acted upon any instruction reasonably believed to be properly authorized and genuine. **READ THE PROVISIONS ON THE NEXT PAGE OF THIS FORM BEFORE SIGNING.**

\_\_\_\_\_  
**Signature of Named Plan Administrator**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Date (MM/DD/YYYY)**

\_\_\_\_\_  
**Signature of Plan Sponsor (if different than Plan Administrator) Printed Name**

\_\_\_\_\_  
**Date (MM/DD/YYYY)**

## ACCOUNT DATA ACCESS

Account information available on this website is not the official record of your account. Your regular account statements remain the official record of your account. Unless otherwise stated, account data provided through online account access is generally updated as of the prior business day's close of business. This information is subject to adjustment and correction.

## SECURITY

For your protection, encryption technology is used for certain types of communications conducted through our website. While we provide this technology and use other reasonable precautions to protect confidential information and provide suitable security, we do not guarantee or warrant that information transmitted through the Internet is secure or that such transmissions will be free from delay, interruption, interception or error. In connection with your use of this website, you will establish or otherwise receive security codes ("User Codes") that you will need in order to access and use certain portions of this website. You are responsible for maintaining the confidentiality of your User Codes. You agree that you will be fully responsible for all activities that occur utilizing your User Codes, and that the Service Provider is not under any duty to inquire as to the authority or propriety of any instructions given to the Service Provider via your User Codes or to otherwise verify the identity of anyone using your User Codes. You agree that the Service Provider shall not be responsible for damages or losses resulting from any breach of security caused by your failure to maintain the confidentiality of your User Codes. If you permit access to your User Codes by third parties, then you agree to defend, indemnify and hold the Service Provider harmless against any liability, losses, damages or costs and expenses (including legal fees) arising out of, or resulting from, such access and related use of the website. You also agree to immediately notify the Service Provider if you become aware of:

Any loss or theft of your User Codes or

Any unauthorized use of your User Codes

You acknowledge and agree that you will not: (i) collect or store personal data about other users of this website, or (ii) upload, email or otherwise transmit any material that contains viruses or any other computer code, files or programs that might interrupt, limit or interfere with the functionality of any computer software, hardware, database or file, or communications equipment that is owned, leased or used by the Service Provider.

The Service Provider reserves the right to block access to our website for any reason, including but not limited to: backing up the system; maintaining or restoring security to the Service Provider site and systems if we believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s); maintaining the general security and/or integrity of your accounts, or our data and/or systems.

## EMAIL

Certain portions of our website may offer you the ability to email a message to the Service Provider. Email functionality, if any, is provided to you to facilitate communications between you and the Service Provider. The Service Provider specifically disclaims any warranty of security for an email transmitted to the Service Provider whether sent while visiting this site or otherwise. You agree, however, that you will not use email to request, authorize or effect the purchase or sale of any securities or other product or service, to change your User Codes to transmit personal credit information (including credit card numbers), to send fund transfer instructions, or to engage in any other financial transactions that require formal authorization in accordance with applicable law or the Service Provider policies and procedures. Any such requests, orders, or instructions that you send to the Service Provider by email will not be accepted or processed by the Service Provider. The Service Provider shall have no liability for any loss or damage that arises from unaccepted email requests, orders or instructions. Moreover, the Service Provider shall have no liability for loss or damage that results from interception and/or unauthorized use by third parties or any information you send by email. For information regarding the Service Provider's use of your email address, please review our Privacy Policy.

## NO WARRANTY

We will make every reasonable effort to include accurate and up to date content on our website. However, the content on our website (including any graphics) and any materials made available through our website are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, the Service Provider disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The Service Provider does not warrant or make any representations regarding the use or the results of the use of the content on our website in terms of its correctness, accuracy, reliability, or otherwise. The content on our website could include technical inaccuracies or typographical errors. This content could become inaccurate as a result of developments occurring after publication. The Service Provider undertakes no obligation to keep any such information current.

The Service Provider endeavors to maintain our website and its operation, but is not, and cannot be, responsible for the results of any defects that may exist in the website or its operation. As to the operation of the website, the Service Provider expressly disclaims all warranties of any kind, whether express or implied, including, but not

limited to, the implied warranties or merchantability and fitness for a particular purpose. The Service Provider makes no warranty that (i) the operation of the website will meet the user's requirements; (ii) access to the website will be uninterrupted, timely, secure, free of viruses or other harmful components, or free of errors; (iii) the results that may be obtained from the use of the website will be accurate or reliable; or (iv) defects will be corrected. You (and not the Service Provider) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or other problems you may have as a result of visiting the website.

To the extent that the law does not permit the disclaimer of warranties, all content accessible on the website, or any other website to which we link, and all operations on the website are warranted only to the minimum amount legally required.

#### NO LIABILITY

In using the website, you specifically agree that you will not hold the Service Provider liable to you or any party for any damages or injury or loss, including any direct, special incidental, consequential, punitive damages or lost profits, that may result from the use of, or the inability to use, the materials on the site (or any other linked website), whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of information available on the website (or any other linked website). The Service Provider shall not be liable even if the Service Provider or a Service Provider authorized representative has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure, computer virus or other harmful component.

These limitations on the Service Provider's liability may be different in connection with particular products or services that are offered.

ADDITIONAL AUTHORIZED PERSONS

\*\*\*This page is to be used only when more than two/three Authorized Persons are being added and additional fields are required.\*\*\*

Name of Plan: \_\_\_\_\_ Plan ID/ Bin: \_\_\_\_\_

<b>Status</b> Add Delete Change	<b>First Name:</b>		<b>Last Name:</b>	
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Relationship:</b>	Plan Sponsor Advisor (Primary Advisor:    Yes    No) TPA (Primary TPA:    Yes    No) Other Third Party (ex: CPA, Auditor, etc.): Advisor/TPA/Other Company: _____		
	<b>Signing Authority:</b>	Full    Loan and Distribution Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Enrollment Deferral Change Late Payroll	Loan/Distribution Request ACH Confirmation/Loan Report	
<b>Status</b> Add Delete Change	<b>First Name:</b>		<b>Last Name:</b>	
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Relationship:</b>	Plan Sponsor Advisor (Primary Advisor:    Yes    No) TPA (Primary TPA:    Yes    No) Other Third Party (ex: CPA, Auditor, etc.): Advisor/TPA/Other Company: _____		
	<b>Signing Authority:</b>	Full    Forms Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Enrollment Deferral Change Late Payroll	Loan/Distribution Request ACH Confirmation/Loan Request	
<b>Plan Sponsor Web Access Type: (Please select only one)</b>	Full Access Full Access with Change Full Access with Change and Comp Mgmt	Payroll Only Access Payroll with Reports EE View only		
<b>Plan Sponsor Web Access Type: (Please select only one)</b>	Full Access Full Access with Change and Comp Mgmt EE View only (Included alerts)	Full Access with Change Payroll Only Access Payroll with Reports		



Name of Plan: \_\_\_\_\_

Plan ID/ Bin: \_\_\_\_\_

<b>Status</b> Add Delete Change	<b>First Name:</b>		<b>Last Name:</b>	
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Relationship:</b>	Plan Sponsor Advisor (Primary Advisor: Yes No) TPA (Primary TPA: Yes No) Other Third Party (ex: CPA, Auditor, etc.): Advisor/TPA/Other Company: _____		
	<b>Signing Authority:</b>	Full    Loan and Distribution Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Enrollment Deferral Change Late Payroll	Loan/Distribution Request ACH Confirmation/Loan Report	
	<b>Plan Sponsor Web Access Type: (Please select only one)</b>	Full Access Full Access with Change Full Access with Change and Comp Mgmt	Payroll Only Access Payroll with Reports EE View only	
<b>Status</b> Add Delete Change	<b>First Name:</b>		<b>Last Name:</b>	
	<b>Title:</b>			
	<b>Phone:</b>			
	<b>Email:</b>			
	<b>Relationship:</b>	Plan Sponsor Advisor (Primary Advisor: Yes No) TPA (Primary TPA: Yes No) Other Third Party (ex: CPA, Auditor, etc.): Advisor/TPA/Other Company: _____		
	<b>Signing Authority:</b>	Full    Forms Only    None	<b>Trustee:</b>	Yes    No
	<b>Receives Automated Communications:</b>	Yes    No		
	<b>Receives the following notifications:</b>	Enrollment Deferral Change Late Payroll	Loan/Distribution Request ACH Confirmation/Loan Request	
	<b>Plan Sponsor Web Access Type: (Please select only one)</b>	Full Access Full Access with Change and Comp Mgmt EE View only (Included alerts)	Full Access with Change Payroll Only Access Payroll with Reports	