

## **Instructions for Completing the Automatic Rollover Agreement**

To continue to participate in the T. Rowe Price Automatic Rollover Service Program, you will need to enter into an Automatic Rollover Agreement (“Agreement”) with the selected IRA provider. Below are instructions to help you complete the Agreement:

### **Step 1: Complete the plan information section of the Agreement**

Complete the plan information section as required by the IRA provider.

If you have more than one plan and the agreement does not allow you to enter information for multiple plans on a single agreement, you will have to complete an agreement for each plan.

### **Step 2: Sign the Agreement**

Have an authorized signer sign and date the agreement. Authorized signers include the Plan’s plan administrator, a named fiduciary or any other individual authorized to act as a Plan fiduciary. Please make sure also to print the signer’s name and title where indicated.

### **Step 3: Return your signed Agreement**

Please return your signed Agreement to your assigned **T. Rowe Price Retirement Plan Coordinator**. Remember to keep a copy for your files.

### **Important Note Regarding your Agreement**

Your Agreement will be effective when your agreement has been received in good order. By signing the Agreement, you will be deemed to direct T. Rowe Price to process eligible small balance rollovers in accordance with the terms of the Agreement, your Plan, and the procedures under the T. Rowe Price Automatic Rollover Service Program. T. Rowe Price is not a party to the Agreement.

**GoldStar Trust Company**  
**AUTOMATIC ROLLOVER AGREEMENT**

**PLAN INFORMATION**

If you have more than one plan, you will need to provide the information requested below for each plan you are enrolling in the program.

<b>Name of Plan</b>	<b>Plan EIN / Recordkeeper Plan ID</b>
1. _____	1. _____ / _____
2. _____	2. _____ / _____
3. _____	3. _____ / _____
4. _____	4. _____ / _____
5. _____	5. _____ / _____
6. _____	6. _____ / _____
7. _____	7. _____ / _____
8. _____	8. _____ / _____
9. _____	9. _____ / _____
10. _____	10. _____ / _____

Plan Sponsor: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

Third Party Administrator/Recordkeeper: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**EXECUTION**

**BY SIGNING THIS GOLDSTAR TRUST COMPANY AUTOMATIC ROLLOVER AGREEMENT, THE PLAN ADMINISTRATOR, ACTING ON BEHALF OF THE PLAN, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT. GOLDSTAR TRUST COMPANY WILL NOTIFY THE PLAN AND THE PLAN'S THIRD PARTY ADMINISTRATOR OF ITS ACCEPTANCE OF THIS AGREEMENT, AT WHICH TIME THE PLAN MAY BEGIN MAKING DIRECT TRANSFERS TO GOLDSTAR TRUST COMPANY OF AUTOMATIC ROLLOVER DISTRIBUTIONS.**

**PLAN ADMINISTRATOR/FIDUCIARY**

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Print Name]*

\_\_\_\_\_  
*[Print Title]*

\_\_\_\_\_  
*[Date]*

# GoldStar Trust Company

## AUTOMATIC ROLLOVER AGREEMENT

### TERMS AND CONDITIONS

This is a contract by and between Goldstar Trust Company, a trust only branch of Happy State Bank and Trust Company, a Texas banking association with trust powers, ("Goldstar") and the Plan Administrator, acting on behalf of the Plan, that sets forth the terms and conditions under which Goldstar will accept Automatic Rollover Distributions from the Plan and establish Individual Retirement Accounts for participants with respect to whom such Automatic Rollover Distributions are made. This Agreement becomes effective when (i) a completed and executed Agreement is returned to Goldstar, and (ii) Goldstar notifies the Plan Administrator that Goldstar has received the completed Agreement. In this agreement the terms "individual retirement account" and "IRA" refer to a traditional individual retirement account established for a Plan participant under section 408(a) of the Code, or to a Roth individual retirement account established under section 408A of the Code, or both, as the case may be.

WHEREAS, tax-qualified retirement plans are permitted to make a mandatory distribution (commonly referred to as an involuntary cash-out) to a separating participant, without the participant's consent, if the present value of the participant's vested accrued benefit does not exceed \$5,000, exclusive of amounts attributed to the participant's rollover contributions to the plan; and

WHEREAS, effective March 28, 2005, a mandatory distribution from a tax-qualified retirement plan in excess of \$1,000 and up to \$5,000 must be transferred directly to an individual retirement plan (commonly referred to as an automatic rollover) in the absence of an affirmative election by the participant to receive the distribution directly or to have the distribution paid directly to an eligible retirement plan; and

WHEREAS, the Department of Labor has issued regulations that provide a safe harbor under which (1) a plan administrator's designation of an institution to receive an automatic rollover and (2) the initial investment choice for the rolled-over funds will be deemed to satisfy the fiduciary responsibility provisions of section 404(a) of ERISA; and

WHEREAS, the Plan Administrator desires to select Goldstar as the exclusive individual retirement plan provider for all automatic rollovers from the Plan during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration contained herein, the parties, intending to be legally bound, hereby agree as follows: 1 Definitions. When used in this Agreement, the following words and phrases will have the meaning assigned to them unless the context clearly requires otherwise –

- (a) "Agreement" means this Automatic Rollover Agreement and includes the Plan Information, Execution, and Terms and Conditions Sections.
- (b) "Automatic Rollover Distribution" means the direct transfer to an Individual Retirement Account of a mandatory distribution described in section 401(a)(31)(B) of the Code.
- (c) "Goldstar Individual Retirement Custodial Account Agreement" means the custodial agreement pursuant to which Goldstar establishes and maintains Individual Retirement Accounts for the general public, as such custodial agreement is amended from time to time.
- (d) "Code" means the Internal Revenue Code of 1986, as amended.
- (e) "Contract Effective Date" means the date on which Goldstar notifies the Plan Administrator that it has received and accepted a completed and executed Agreement.
- (f) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- (g) "Individual Retirement Account" means an individual retirement account within the meaning of section 408(a) of the Code or a Roth individual retirement account within the meaning of section 408A of the Code; an Individual Retirement Account is also an individual retirement plan within the meaning of section 7701(a)(37) of the Code. Goldstar shall treat each plan as not including Roth accounts unless informed by the Plan Administrator or its authorized agent that such Plan includes Roth accounts. For Roth accounts, the Plan Administrator or its authorized agent shall also identify any portion of the rollover which is to be placed into a separate non-Roth account.
- (h) "Plan" means the tax-qualified retirement plan identified in the Plan Information Section of this Agreement.
- (i) "Plan Administrator" means the plan administrator, named fiduciary, or other fiduciary of the Plan identified in the Execution Section of this Agreement.
- (j) "Plan Information and Execution Sections" means the sections of this Agreement on which certain information about the Plan is entered, as modified by notices provided to Goldstar pursuant to Section 9 below, and the parties manifest their intent to be bound by this Agreement.
- (k) "Plan Sponsor" means, in the case of a plan established or maintained by a single employer, the employer; in the case of a plan established or maintained by employee organization, the employee organization; or, in the case of a plan established or maintained by two or more employers or jointly by one or more employers and one or more employee organizations, the joint board of trustees, committee, association, or other similar group of representatives of the parties who establish or maintain the plan.
- (l) "Safe Harbor" means the safe harbor provided by 29 C.F.R. §2550.404a-2, "Safe harbor for automatic rollovers to individual retirement plans," under which a plan administrator is deemed to satisfy its fiduciary obligations under section 404(a) of ERISA in the designation of an institution to receive an automatic rollover and the initial investment choice for the rolled-over funds.

2 *Exclusive IRA Provider for Automatic Rollovers.* During the term of this Agreement, the Plan Administrator (acting on behalf of the Plan) will make all Automatic Rollover Distributions from the Plan directly to Individual Retirement Accounts established by Goldstar for the benefit of the Plan participants with respect to whom such Automatic Rollover Distributions are made. The Plan will effect all such Automatic Rollover Distributions through the Wealth Management Systems Inc. Automatic Rollover Services platform. If such platform becomes unavailable, Goldstar will notify the Plan Administrator at least 30 days in advance and the parties will mutually agree on an alternative administrative platform and service provider through which the Plan Administrator may make Automatic Rollover Distributions under this Agreement.

3 *Term of Agreement.* This Agreement will commence on the Contract Effective Date and continue until terminated as provided herein. This Agreement may be terminated by the Plan Administrator or Goldstar at any time and for any reason upon ninety (90) days' notice to the other (in the manner provided in section 9). Notwithstanding the foregoing, Goldstar or the Plan Administrator may terminate this Agreement, in the event of a material breach of any of the terms or conditions of this Agreement by the other, immediately upon notice (in the manner provided in section 9) to such other party. Termination shall not affect any IRA previously established pursuant to this Agreement.

4 *Obligations of Goldstar.* Goldstar covenants and agrees that—

(a) Goldstar will accept custody of each Automatic Rollover Distribution with respect to a Plan participant and transfer such Automatic Rollover Distribution to an Individual Retirement Account in the name of the participant, which Individual Retirement Account will be governed by the terms and conditions of the Goldstar Individual Retirement Custodial Account Agreement;

(b) Goldstar will invest the rolled-over funds of each Individual Retirement Account established under this Agreement initially in a demand deposit account (the "GoldStar Trust IRA"), an FDIC-insured interest-bearing deposit account with Goldstar, which account is linked to the Individual Retirement Account; the GoldStar Trust IRA is an investment product offered by Goldstar and designed to preserve principal and provide a reasonable rate of return that seeks to maintain, over the term of the investment, the dollar value of the initial amount of the rolled-over funds. Goldstar may substitute another investment product, including another investment product sponsored by Goldstar or an affiliate of Goldstar, provided such investment product satisfies the requirements of the Safe Harbor. Goldstar will notify the Plan Administrator in writing at least ninety (90) days in advance of any such substitution;

(c) Goldstar will charge the fees and expenses listed on the fee schedule provided to Plan Administrator. The fees and expenses attendant to each Individual Retirement Account established under this Agreement will not exceed the fees and expenses charged by Goldstar for comparable Individual Retirement Accounts established by Goldstar for rollover distributions other than automatic rollovers, as the same are adjusted from time to time; and

(d) Each Plan participant on whose behalf an Automatic Rollover Distribution is made directly to an Individual Retirement Account established by Goldstar for the benefit of such participant will have the right to enforce the terms and conditions of the Individual Retirement Account against Goldstar, including, but not limited to, sections 4(b) and 4(c) of this Agreement. A participant's right under this section 4(d) shall survive termination of this Agreement by the Plan Administrator or Goldstar. After such initial investment, the individual participant will have discretion to designate the investment of the IRA.

(e) If while attempting to establish a rollover account for an individual, it is discovered that the intended account owner/Plan participant died prior to the establishment of the IRA, the funds shall remain assets of the Plan. In that event, Goldstar will return such funds to the Plan Administrator.

**5 Obligations of Plan Administrator.** The Plan Administrator (on behalf of the Plan) covenants and agrees that –

(a) The Plan will make Automatic Rollover Distributions to Goldstar with respect to Plan participants only in the case of mandatory distributions described in section 401(a)(31)(B) of the Code;

(b) The Plan will furnish each Plan participant whose vested accrued benefit is transferred to Goldstar with a summary plan description or summary of material modifications that provides the information specified in the Safe Harbor; and

(c) Goldstar will not be liable to the Plan, the Plan Administrator, or the Plan Sponsor for its acts or omissions based on instructions received from the Plan Administrator or its agents. Goldstar shall have no responsibility to ascertain whether any direction received by Goldstar is in compliance with ERISA, the Code, and the terms of the Plan or applicable law. Goldstar is authorized by the Plan Administrator to rely on such instructions. Goldstar in relying on the directions received and reasonably believed to be from authorized individuals shall be fully indemnified by the Plan Administrator and be without liability to the Plan, the Plan Administrator, the Plan participants or any other party for any action taken or omitted by it in reliance upon such directions.

**6 Acknowledgment of Plan.** The Plan Administrator and Plan acknowledge that the availability of the Safe Harbor depends on compliance with its terms and that responsibility for compliance with such terms rests with the Plan Administrator and Plan.

**7 Representations and Warranties of Plan Administrator.** The Plan Administrator (on behalf of itself and the Plan) represents and warrants to Goldstar that (i) it is a named fiduciary or other fiduciary of the Plan with authority to enter into this Agreement on behalf of the Plan; (ii) once executed and delivered, this agreement constitutes a valid and binding agreement of the Plan Administrator and the Plan; (iii) any automatic rollover distribution made to Goldstar shall be made pursuant to the terms of the Plan, the Code, and any applicable laws; (iv) to its knowledge neither the selection of Goldstar as the Individual Retirement Account provider nor Goldstar's investment of funds of an Individual Retirement Account established under this Agreement in the GoldStar Trust IRA, described in section 4(b) of this Agreement, or in another investment sponsored or advised by Goldstar, or an affiliate of Goldstar, which investment otherwise satisfies the requirements of the Safe Harbor, will result in a prohibited transaction under section 406 of ERISA or section 4975 of the Code, unless exempted from such provisions by a prohibited transaction exemption issued pursuant to section 408(a) of ERISA or section 4975(c)(2) of the Code; and (v) the Plan Administrator has relied on its own legal counsel or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor requirements and in executing this Agreement.

**8 Confidentiality.** The Plan Administrator and Goldstar agree that all confidential information, including all information concerning the Plan participants, communicated to each other during the term of this Agreement shall be received in strict confidence, will be used only for the purposes of this Agreement, and no such information will be disclosed to third parties by the recipient party, its employees or its agents without the prior written consent of the other party except the Plan Administrator and Goldstar may each share with its respective Plan Administrators and agents such confidential information as required for those Plan Administrators or agents to carry out their responsibilities with regard to services involving this Agreement and the IRAs. Each party agrees to take all reasonable precautions to prevent the disclosure to other third parties of such information, including without limitation, the provisions of this Agreement and all of the IRA Agreements except as expressly provided herein or as may be necessary by reason of legal, accounting or regulatory requirements. The Plan Administrator authorizes Goldstar to release all records and information upon receipt of any request, audit or exam by the Department of Labor (DOL), without the need for additional authorization from the Plan or a subpoena or court order from the DOL. Goldstar shall notify the Plan Administrator of any DOL request for information or documents regarding the Plan prior to the Goldstar's compliance with any such request. These confidentiality provisions survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected hereunder. Notwithstanding anything herein to the contrary, neither party will be bound under these confidentiality terms to the extent that it acts under court order, or in accordance with the requirements of any applicable law.

**9 Indemnification; Liability Limitations.** Regardless of whether the Plan is ongoing or has been terminated, the Plan Administrator will indemnify and hold Goldstar harmless from any and all liability, claims, damages, costs or expenses (including reasonable attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) the Plan Administrator's breach of this Agreement, including without limitation, the terms of the applicable IRA Agreements, except Damages arising from Goldstar's negligence, bad faith or willful misconduct; (b) the Plan Administrator's or its authorized agent's negligence, bad faith or willful misconduct; (c) the Plan Fiduciary's violation of the Plan or law governing the Plan, or the Code or the Laws; (d) inaccurate information provided by the Plan Administrator or its authorized agent about the Plan participant, the Plan, or the assets transferred to the IRA; (e) any acts or omissions of the Plan Administrator, the agents of the Plan Administrator or any fiduciary under the Plan; (f) any actions or omissions of Goldstar arising out of or resulting from the Goldstar's reliance upon the information provided by the Plan Administrator or its authorized agent; (g) any actions or omissions of Goldstar, arising out of or resulting from the Goldstar's execution of any direction to so act or fail to act provided by the Plan Administrator or its authorized agent; and (h) the failure or breach of any of the Plan Administrator's representations or warranties.

Goldstar will indemnify and hold the Plan Administrator harmless from any and all Damages arising from or claimed to have arisen from (a) Goldstar's breach of this Agreement, except Damages arising from the negligence, bad faith or willful misconduct of the Plan Administrator or its authorized agent, including inaccurate information provided by the Plan Administrator or its authorized agent about the Plan participant, the Plan, or the funds/assets transferred to the IRA; (b) Goldstar's negligence, bad faith or willful misconduct; and (c) the failure or breach of any of Goldstar's representations or warranties.

In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon Goldstar any power or responsibility other than those set forth specifically in this Agreement. Goldstar may assume until advised to the contrary that the Plan and the trust funding the Plan are (were, if terminated) qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws, or, if applicable, that the Plan is a 403(b) or 457(b) retirement plan exempt from taxation as provided under Sections 403(b) or 457(b) of the Code, as applicable.

Nothing in this Agreement is intended to make Goldstar a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that Goldstar is not a fiduciary of the Plan under ERISA, the Code or any other applicable Laws.

Goldstar shall have no responsibility to determine whether distributions from the Plan comply with the provisions of the Plan, the Code, or ERISA, as applicable, and shall have no responsibility to pay funds to individuals pursuant to terms of the Plan.

The terms of these limitations on liability shall survive the termination of this Agreement.

**10 Assignment; Successors; Third Party Beneficiaries.** No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party except that Goldstar may assign its rights or delegate its duties to an affiliate or to a successor entity in connection with a merger or sale of substantially all of its assets. Subject to the preceding sentence, this Agreement will apply to and inure to the benefit of the successors and permitted assigns of the parties. Except as provided in section 4(d) of this Agreement, nothing in this Agreement will be construed to give any person other than the parties to this Agreement (and their successors and permitted assigns) any legal or equitable right, remedy, or claim under or relating to this Agreement.

**11 Notices.** All notices or other communications to Goldstar under this Agreement must be in writing and sent by registered mail, return receipt requested, to the address specified in this section (or to such other address as Goldstar may designate by notice). Notices to the Plan will be sent by U.S. mail to the address specified on the Plan Information Section. Notices to Goldstar will be sent to: P.O. Box 719, Canyon, Texas 79105. Either party may change its address for notices by providing notice to the other party in accordance with the terms of this section. Notices given in accordance with this section will be deemed effective on the earlier of actual receipt or five (5) days following deposit in the United States mail, postage prepaid.

12 *Remedies.* Notwithstanding any provisions to the contrary, no party shall be liable to any other party, whether in contract, warranty, tort (including negligence or strict liability), or otherwise, for any special, indirect, incidental, or consequential damages.

13 *Complete Agreement; Governing Law.* This writing contains the entire agreement of the parties and there are no promises, understandings, or agreements of any kind pertaining to this Agreement other than stated herein. This Agreement will be construed and enforced in accordance with the laws of the State of Texas without regard to the legislative or judicial conflicts of law rules of any state.

14 **Dispute Resolution.** The parties agree to attempt to resolve any disputes arising out of the Agreement in good faith prior to initiating litigation, including engaging in mediation with the agreement of all parties. (This does not preclude a party from seeking injunctive relief to prevent the disclosure of proprietary or confidential information.)

IN WITNESS WHEREOF, the Plan Administrator (acting on behalf of the Plan) has completed and executed the Plan Information and Execution Sections herein.

---

Please return your signed Agreement to your assigned **T. Rowe Price Retirement Plan Coordinator**. Remember to keep a copy for your files.

---

For more information on Goldstar or the GoldStar Trust IRA, please visit [www.goldstartrust.com](http://www.goldstartrust.com) or call Customer Service 1-800-486-6888