

## **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.

## **AUTOMATIC ROLLOVER SERVICES AGREEMENT**

### **(Standard Stable Value GFIF Z123 (IPX))**

This Automatic Rollover Services Agreement (“*Agreement*”), which includes and incorporates the terms of amendment(s) and exhibit(s), if any, attached hereto (“*Agreement*”) is between Inspira Financial Trust, LLC, an Illinois limited liability company (“*Custodian*”), and the undersigned plan fiduciary (“*Plan Fiduciary*”) which is the Plan Sponsor or the Plan Administrator (as that term is defined in Section 3(16) of the Employee Retirement Income Security Act of 1974, as amended (“*ERISA*”), or similar state law in the case of a plan not subject to ERISA), of the plan (“*Plan*”).

All references in this Agreement to “*we*,” “*us*” and “*our*” refer to the Custodian, and all references to “*you*” or “*your*” refer to the Plan Fiduciary. The term Plan also refers to each plan that you may add to this Agreement upon written notice to, and acceptance by, us. This Agreement is effective as of the date of your signed acceptance, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

**1. Purpose.** The Plan provides for certain involuntary distributions of participants’ balances in an active and/or terminating Plan. In either case, a Plan participant may avoid such involuntary distribution by directing a distribution be paid directly to (i) an eligible retirement plan or (ii) such participant (a “*Participant Election*”). In those situations where a Plan participant has not made a Participant Election (such non-electing participant, a “*Participant*”), you desire to distribute such Participant’s balance from the Plan to an individual retirement account (“*IRA*”) custodied by us. All Plan funds that you transfer to us, including those from eligible uncashed benefit distribution checks, will be held by us in IRAs for Participants as provided in this Agreement.

**2. Your Responsibilities.** You or your authorized agent will be responsible to direct us to open IRAs to receive automatic rollover distributions from the Plan on behalf of Participants. You or your authorized agent will make any such direction through an individual authorized to act for the Plan Fiduciary or authorized agent. The direction will include:

(a) Information requested by us necessary to establish an IRA for each Participant, which includes, without limitation, the Participant’s (i) full name, (ii) full date of birth, (iii) current address on the books and records of the Plan, (iv) complete United States Social Security Number, and (v) any information reasonably requested by us to assist us in locating Participants the Plan has been unable to locate (“*Account Opening Information*”); and

(b) Information on the amount of the automatic rollover distribution for each Participant (which shall be in cash only, unless specifically agreed otherwise) from the most recent records of the Plan.

We will treat each Plan as: (i) an active plan, (ii) a defined contribution plan, and (iii) not including designated Roth accounts, unless in each case you or your authorized agent inform us otherwise, in writing. For rollovers from a Plan that includes designated Roth accounts, you or your authorized agent agree to

identify which portion of the rollover is to be placed into a Traditional IRA and which portion is to be placed into a Roth IRA.

You will deliver the Account Opening Information and the funds to be placed in each IRA to us as provided in Section 10 of this Agreement. You or your authorized agent will also provide additional information and data as we may reasonably request, provided that such information is available to you. We will have no obligation to open an IRA for any Participant with respect to which we have received insufficient Account Opening Information.

**3. Our Responsibilities.** Upon receipt of your or your authorized agent’s direction and the Plan funds for the IRAs to be established, we will open an IRA on behalf of each Participant based upon the information provided. We will not be liable to you for any action taken by us in good faith and in accordance with any direction from you or your authorized agent. We have no responsibility to ascertain whether any direction received by us is in compliance with the terms of the Plan, ERISA, the Internal Revenue Code of 1986, as amended (“*Code*”), or other applicable state or federal rules, regulations or laws (collectively, “*Laws*”).

Upon opening an IRA, if the address provided for the Participant for whom the rollover is made (“*Account Owner*”) passes our standard address verification procedures, we will send relevant information and IRA agreements to the Account Owner related to the establishment of the IRA in accordance with the notification and other applicable requirements of ERISA, the Code and Laws. We reserve the right to change, from time to time, our account opening and communication processes.

We will update Account Opening Information with any corrected or updated information that is provided to us by an Account Owner. Except as otherwise required by Laws, we undertake no obligation to verify the accuracy of the information provided by you, your authorized agent or any Account Owner.

**4. Deceased Participants; Escheat.** We cannot open an IRA or receive funds for a Participant known to be deceased at the time of IRA opening. If we discover, or you or your authorized agent informs us, that a Participant of a Plan for whose benefit you established a rollover IRA, died prior to the establishment of the rollover IRA, the intended rollover funds applicable to such Participant will remain assets of the Plan. In this case, you or your authorized agent will direct us regarding the distribution of the deceased Participant’s funds. If we do not receive direction from you, we will distribute or escheat such deceased Participant’s funds in accordance with our procedure in effect at the time.

**5. IRA.** Each automatic rollover IRA will be a Traditional or Roth IRA, as applicable, based on the information provided by you in Section 2 above. The applicable custodial agreement will be between us and the Account Owner, and its terms will be enforceable by the Account Owner.

**6. Initial Investment of IRA.** With respect to your direction to us concerning the investment of the funds in each IRA established pursuant to this Agreement:

(a) You have the sole and exclusive responsibility (i) to direct the initial investment of the funds in each IRA, and (ii) to determine that the initial investment selected by the Plan satisfies the safe harbor requirements for an automatic rollover contribution as described in Title 29 of the Code of Federal Regulations Sections 2550.404a-2 and 404a-3 and Section 401(a)(31) (b) of the Code as applicable and any successor provisions or additional regulatory guidance or Laws that may govern your responsibilities with respect to opening IRAs hereunder for active and terminating Plans (collectively, the “*Safe Harbor*”).

(b) You hereby direct us to invest the funds in each of the IRAs in a group annuity contract issued by an annuity provider (the "annuity provider") pursuant to which the funds in each IRA are invested in a stable value investment vehicle (the "Stable Value Fund"), selected by you on the signature page of this Agreement.

(c) You hereby acknowledge, agree and state that prior to selecting the Stable Value Fund:

(i) You have had the opportunity to review the material provided by the annuity provider, describing the Stable Value Fund, including potential distribution limitations;

(ii) We did not provide you with any investment advice and did not endorse any investment, including the Stable Value Fund or associated group annuity contract;

(iii) We are not licensed to sell any insurance product, including the Stable Value Fund, have not undertaken any sales efforts with you and are not offering the Stable Value Fund on behalf of the annuity provider;

(iv) Any general marketing or descriptive material obtained from us with respect to the Stable Value Fund was obtained only at your specific request or was obtained by you from our website;

(v) We made no representations to you regarding the Stable Value Fund, including no representation as to whether the Stable Value Fund satisfies the requirements of the Safe Harbor; and

(vi) You have had the opportunity to review the IRA agreements and our Fee Schedule applicable to IRAs investing in the Stable Value Fund.

(d) We provide certain administrative services to the annuity provider to facilitate the IRAs' investments in the Stable Value Fund and receive a servicing fee for such services, as described in the material provided by the annuity provider describing the Stable Value Fund.

(e) After such initial investment, (i) we shall not and shall not have any responsibility to review or change the investment selected by you, and (ii) the Account Owner will have discretion to designate the investment of the IRA.

**7. Fees and Expenses.** We may amend the fee schedule that forms a part of the IRA agreements from time to time as provided in the applicable custodial agreement. The IRA fees and expenses, in effect from time to time, for rollover IRAs established pursuant to this Agreement will not exceed the fees and expenses we charge for comparable IRAs established by us in circumstances other than automatic rollover contributions.

#### **8. Representations and Warranties.**

(a) You hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by you and constitutes a valid and binding agreement of you and the Plan.

(ii) The Plan is intended to be one of the following: (A) a tax-qualified retirement plan described in section 401(a) of the Code; (B) a plan described in section 403(b) of the Code; or (C) a plan described in section 457(b) of the Code maintained by a state or local governmental employer described in section 457(e)(1)(A) of the Code (collectively, a "tax-qualified plan"). You have no reason to believe that the Plan would not be treated as a tax-qualified plan and satisfy the requirements of ERISA (if applicable), the Code and any Laws.

(iii) Any automatic rollover contribution made to us will be made pursuant to the terms of the Plan, the Code and any Laws and is an amount eligible for a direct rollover to an IRA under the Code.

(iv) You have taken all steps necessary to allow us to open IRAs based solely upon the Account Opening Information and to satisfy Safe Harbor.

(v) You have relied on your own legal counsel and/or other tax/employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor and in executing this Agreement. You have independently concluded that the arrangement for services described in this Agreement satisfies applicable Laws and you have not relied on us and we have not provided any recommendation, investment, legal or tax advice to you in connection with the IRAs to be established pursuant to this Agreement.

(b) We hereby represent and warrant as follows:

(i) This Agreement has been duly authorized, executed and delivered by us and constitutes our valid and binding agreement.

(ii) Each IRA is intended to constitute a Traditional or Roth IRA under the Code, as applicable.

(iii) The IRA agreements will conform in all material respects to the requirements of the Code and Laws applicable to such rollover IRAs.

(iv) Subject to the accuracy of your representations and warranties made above, the IRAs and the services provided under this Agreement are designed to satisfy the Safe Harbor for automatic rollover contributions from the Plan to the IRAs, provided we make no representation as to whether the Stable Value Fund satisfies the requirements of the Safe Harbor.

**9. Confidentiality.** Each party agrees that all information, including all Account Opening Information, communicated to the other party during the term of this Agreement will be received and held in strict confidence, and 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 that each may share with its respective vendors and agents such confidential information as required for those vendors or agents to carry out their responsibilities with regard to services involving this Agreement, the IRAs and any Custodial Accounts. 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 the IRA agreements, except as expressly provided herein or as may be necessary by reason of subpoena, court order, legal, accounting or regulatory requirements or applicable Laws. You authorize us to release all records and information upon receipt of any request, audit or exam by the DOL, without the need for additional authorization from the Plan or a subpoena or court order from the DOL. We will notify you of any DOL request for information or documents regarding the Plan prior to complying with any such request.

You acknowledge and agree that from and after the establishment of each IRA, (i) all Account Opening Information supplied by you or an authorized agent, concerning the IRA and its Account Owner, including personally identifiable information, constitutes confidential information belonging to the Account Owner, (ii) such confidential information is not your or the applicable Plan's information; and (iii) our responsibilities as to the protection and confidentiality of such information run solely to the Account Owner and not to you or the applicable Plan.

Custodian has implemented and will maintain an information security program that includes security measures it deems appropriate, including, without limitation, technical, physical, administrative and organizational controls, designed to maintain the confidentiality, security and integrity of Account Owner's confidential information, including Account Opening Information and that are designed to be materially consistent with the cybersecurity recommendations released by the DOL on April 14, 2021, as may be amended or updated from time to time.

**10. Computerized Data and Funding Requirements.** You or your authorized agent will provide us with electronic files identifying the

individuals for whom IRAs are to be established, together with the corresponding funding amount applicable to each individual, in a format acceptable to us. You agree to aggregate the automatic rollover funds from the Plan, including those from uncashed checks, and send them to us via wire transfer, or other method as we may require. The transfer of the electronic files and corresponding rollover amounts will serve as evidence of your direction to establish the IRAs for the Account Owners. Each party will use reasonable practices to avoid introducing any viruses into the other's systems by such electronic files. It is the responsibility of each party or its authorized agent to encrypt such electronic files to the extent and in a manner necessary to protect the confidentiality of the information contained in such files.

**11. Authorized Parties.** In addition to the directions provided pursuant to Section 10 of this Agreement, you or your authorized agent may direct us to act upon directions, whether written or oral, by telephone, mail or e-mail, and we may rely upon the direction of any individual whom we reasonably believe is authorized to act on behalf of you or your authorized agent.

**12. Indemnification.** You will indemnify and hold us 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) your breach of this Agreement, including any representation or warranty made by you in this Agreement, except for Damages arising from our negligence, bad faith or willful misconduct; (b) your or your authorized agent's negligence, bad faith or willful misconduct; (c) inaccurate information provided by you or your authorized agent about the Account Owner, the Plan, or the funds transferred to the IRA; or (d) any act or omission by us arising out of or resulting from our execution of any direction provided by you or your authorized agent.

We will indemnify and hold you harmless from any and all Damages arising from or claimed to have arisen from (a) our breach of this Agreement, including any representation or warranty made by us in this Agreement, except Damages arising from you or your authorized agent's negligence, bad faith or willful misconduct; or (b) our negligence, bad faith or willful misconduct.

**13. Limitation of Liability.** In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon us any power or responsibility other than those set forth specifically in this Agreement. Nothing in this Agreement is intended to make us a sponsor or administrator of the Plan and, to the contrary, the intent of the parties is that we are not, and will not become, a fiduciary of the Plan under ERISA, the Code or other Laws.

Notwithstanding any other provisions of this Agreement to the contrary, in no event shall either party be liable to the other for any consequential, indirect or special damages of any nature whatsoever. The limitations of liability and exclusion of damages contained in this Agreement are intended to allocate the risks of this Agreement between the parties, is reflected in the pricing of our offering, and is an essential element of the basis of the bargain between the parties.

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

**14. Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including any challenge to the making of this Agreement or the determination of the scope or applicability or enforceability of this Agreement to arbitrate, will be determined by arbitration in Chicago, Illinois, to the exclusion of any other venue or forum, before a sole arbitrator, in accordance with the laws of the State of Illinois. The arbitration will be administered by Judicial Arbitration and Mediation Services ("*JAMS*") under its Comprehensive Arbitration Rules and Procedures ("*JAMS Rules*") and will be conducted by a retired judge who is experienced in dispute resolution. No consequential or punitive damages will be

awarded. Notwithstanding any other rules to the contrary, no arbitration proceeding brought against us will be consolidated with any other arbitration proceeding without our consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in Chicago, Illinois, or in any other court having jurisdiction. Each party shall pay its own costs, fees and expenses (including legal fees); provided, however, that each shall pay one-half of all fees paid to JAMS and the arbitrator. You agree that you and the Plan may bring claims and disputes to arbitration only in your individual capacity or for the Plan, and not as a plaintiff or class member in any purported class or representative arbitration. The parties specifically agree and acknowledge that the JAMS Consumer Arbitration Minimum Standards do not and shall not apply to any arbitration that arises from this Article. This includes, but is not limited to, any provisions of the JAMS Consumer Arbitration Minimum Standards that allocate the costs and fees associated with the arbitration, that set the venue for the arbitration, or any other provision of those Standards that conflicts with the terms of this Agreement.

**15. Term.** This Agreement may be terminated by either party at any time upon sixty (60) days' written notice. Termination will not affect any IRA previously established pursuant to this Agreement (prior to the expiration of the 60-day notice period).

**16. Miscellaneous.**

(a) This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, to the extent not preempted by controlling federal law. Any controversies, claims, counterclaims, crossclaims, or disputes arising out of or in any way related to this Agreement, whether sounding in tort, contract, equity, or statute, shall be governed by the laws of the State of Illinois, without reference to that state's conflict of law rules or principles. You hereby submit to the jurisdiction of courts of competent jurisdiction located in the State of Illinois.

(b) Neither party will be in breach of this Agreement as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by circumstances or events beyond the reasonable control of the delaying party.

(c) Any written notice required to be given pursuant to this Agreement will be deemed effective on the earliest of (i) actual receipt, (ii) the next business day following deposit for overnight delivery with a nationally recognized overnight courier service, and (iii) the same day following transmission of an electronic mail message ("*E-mail*") during regular business hours, in each case, with fees, if any, prepaid and addressed to the party and/or the Plan's authorized agent, recordkeeper, consultant, servicer, or third party administrator, if any, at the address set forth below or at such other address as that party may notify the other of in writing in accordance with this paragraph.

Under this Agreement, an E-mail transmission is a writing, and the term "address" shall include a party's E-mail address. Each party is entitled to rely on the contact information contained in this Agreement until it has received written notification of a change in such information and has had a reasonable period of time to react to such change. You, your authorized agent or the recordkeeper, consultant, servicer or third-party administrator may provide us with a change of address for the authorized agent, recordkeeper, consultant, servicer, or third-party administrator, respectively.

(d) Either party may assign or transfer this Agreement, or any of its rights and obligations under it upon written notice to the other party, provided the assignee agrees in writing to the obligations of the assigning party set forth in this Agreement.

(e) This Agreement may be amended in any respect and at any time (including retroactively) to comply with the applicable

provisions of ERISA, the Code and Laws, without prior notice or consent. This Agreement may be amended for any other reason, which amendment will be deemed effective upon the delivery of the notice of the amendment to you, unless you object thereto by notifying us in writing, within 30 calendar days from the date the notice is delivered.

(f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue to be fully effective.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

(Signature pages follow)

Failure to check the applicable boxes below and on the Additional Plans page, if attached hereto, may result in delays in the establishment of automatic rollover IRAs.

**Initial Investment of IRA (applies to each Plan subject to this Agreement, unless otherwise provided).**

Must check box

**Standard IRA Guaranteed Fixed Interest Fund Z Plan Fiduciary directs Custodian to invest the funds in each of the IRAs in a group annuity contract issued by Standard Insurance Company (Standard) (“annuity provider”), pursuant to which the funds of each IRA are invested in a stable value investment vehicle known as the IRA Guaranteed Fixed Interest Fund Z (“Stable Value Fund”). The group annuity contract is available by contacting Standard Insurance Company.**

**Complete Legal Plan Name (No Acronyms)– Required:**

**Employer Identification Number (EIN) - Required:**

**Three-Digit Plan Number (PN) (if applicable):**

**Your Provider Assigned Plan/Contract ID No.(if applicable):**

**Plan Status (Must check one):**

- Active Plan     Terminating Plan

**Plan Type (Must check one):**

- Defined Benefit Plan<sup>1</sup>     Defined Contribution Plan

**PLEASE COMPLETE IF APPLICABLE TO THE PLAN**

**List Service Provider(s) used in connection with this Agreement (if applicable).**

**Primary Service Provider/Referral Source**

(Please check one, if applicable):

- Recordkeeper     Consultant
- Third Party Administrator     Other

Entity Name:

Street Address:

City:

State:

Zip:

E-mail:

Attn.:

Phone:

**Additional Service Provider (check one, if applicable):**

- Recordkeeper     Consultant
- Third Party Administrator     Other

Entity Name:

Street Address:

City:

State:

Zip:

E-mail:

Attn.:

Phone:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the Plan Fiduciary's acceptance set forth below.

Plan Fiduciary (Entity Name, Not an Individual):

By: \_\_\_\_\_  
Signature

Print Name:

Date:

E-mail:

Street Address:

City:

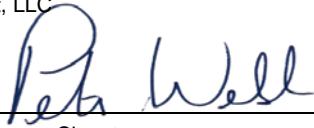
State:

Zip:

Phone:

**Accepted by:**

Inspira Financial Trust, LLC

By:  \_\_\_\_\_  
Signature

Name: Peter Welsh

Title: Head of Retirement Services

Address: 2001 Spring Road, Suite 700  
Oak Brook, IL. 60523

Inquires/Notices should be directed to Retirement Services.

E-mail: [RS\\_Sales@inspirafinancial.com](mailto:RS_Sales@inspirafinancial.com)

<sup>1</sup> We are unable to establish IRAs for participants of terminating defined benefit plans, unless the plan is not covered by the Pension Benefit Guaranty Corporation (PBGC). Most private sector defined benefit plans are covered by the PBGC, but there are some exceptions. It is the Plan Fiduciary's responsibility to determine whether or not the Plan is covered by the PBGC.

# AUTOMATIC ROLLOVER IRA FEE SCHEDULE

(Fees subject to change)

## Administration and Custody Account Fees

Annual Maintenance Fee	\$20 <sup>1</sup>
Account Closing Fee	\$20 <sup>2</sup>

Inspira Financial reserves the right to assess up to a \$25 per transaction processing fee for handling distributions for deceased accountholders, processing divorce decrees and conducting annual searches for accountholders with missing or unconfirmed addresses after the one-year anniversary of account establishment. Additional fees may also be charged in connection with the custody and processing of certain types of assets.

Any fees associated with your Account are payable in accordance with your custodial agreement and will be deducted from the Account. If the balance in the Account at any time after the application of all fees then due, equals or is less than the Account Closing Fee, the Account will be closed and the balance charged as the Account Closing Fee.

## Cash Sweep Program

The funds initially placed in your Account will be invested in the stable value fund described unless and until you direct Millennium Trust otherwise. Any uninvested cash subsequently received in the Account (resulting from the sale of an account asset, an additional contribution or otherwise) will be invested in one or more FDIC-insured, interest-bearing, demand accounts at banks not affiliated with Inspira Financial, which we refer to as the Cash Sweep Program. Net interest is credited to the Account on a monthly basis based on the average cash balance held by the Account in the Cash Sweep Program for that month. The crediting rate is reviewed and revised periodically by Inspira Financial and will exceed the national average of interest rates paid by FDIC-insured depository institutions on savings or similar accounts for the applicable period, as published by the FDIC. You may obtain the current crediting rate by contacting Inspira Financial. For more information on the Cash Sweep Program, including compensation earned by Inspira Financial in connection with the program, see "Cash Sweep Program, Uninvested Funds, Compensation" in your custodial agreement.

<sup>1</sup> The Annual Maintenance Fee covers the establishment and ongoing administration of the account. It is charged upon account establishment and then annually thereafter. If the funded account balance is less than \$250, the annual maintenance fee shall be waived in the first year and thereafter be maintained at \$20.

<sup>2</sup> If at the time of closing, the account balance (prior to the application of any fees then due) is less than \$250, the account closing fee shall be reduced to \$10.

Inspira Financial Trust, LLC and its affiliates perform the duties of a directed custodian and/or an administrator of consumer directed benefits and, as such, do not provide due diligence to third parties on prospective investments, platforms, sponsors, or service providers, and do not offer or sell investments or provide investment, tax, or legal advice.

Inspira and Inspira Financial are trademarks of Inspira Financial Trust, LLC.