



1 Plan Sponsor

EMPLOYER NAME
PLAN NAME

2 Agreement

The term “Employer” means the entity identified above and includes the Employer’s agents, designees, contractors and third-party administrators that are identified in writing to the Vendor. The term “Plan” means the 403(b) Tax-Sheltered Annuity plan in place. The term “Vendor” means Standard Insurance Company. The term “403(b) contracts” means the Vendor’s individual annuity contracts issued to the Employer’s Plan Participants.

The Employer and the Vendor have entered into this Information Sharing Agreement, effective as of the last signature date on this form, which is intended to satisfy the information sharing agreement conditions required by Internal Revenue Code Section 403(b) and the regulations thereunder.

The Employer and the Vendor hereby mutually agree to provide each other with the following information:

1. Information necessary to ensure that contracts resulting from contract exchanges satisfy Section 403(b), including information concerning the participant’s employment status and information that takes into account other Section 403(b) contracts or qualified employer plans (such as whether a severance from employment occurred for purposes of the distribution restrictions and whether the hardship withdrawal rules are satisfied); and
2. Information necessary to help ensure that contracts resulting from contract exchanges, or any other contract to which contributions have been made by the Employer, satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Section 72(p)(2) so that the loan is not a deemed distribution under Section 72(p)(1) or information concerning a participant’s after-tax contributions).

The Vendor shall make vendor information, requested in the context of a specific participant transaction, available in a timely manner upon the Employer’s request. The Vendor information will be provided to the extent it is applicable to the Plan participants and needed by the Employer for Section 403(b) compliance purposes. The Employer understands that the Vendor reserves the right to and may charge a fee for requests which are extraordinary or require special programming and agrees to refrain from making unduly costly requests.

The Employer agrees to provide, in a timely manner upon the Vendor’s request, employer information, employee data and approval for transactions such as rollovers, transfers, exchanges, loans and withdrawals.

The Employer agrees to promptly notify the Vendor if any of the employer information changes in such a way as to affect the Vendor’s records or any transaction being processed by the Vendor.

This Agreement shall remain in full force and effect until the earlier of the date that the Vendor no longer holds any assets associated with the Plan or the Employer and Vendor enter into a separate written agreement that covers the requirements of Section 403(b), unless otherwise permitted by applicable law.

The Employer agrees to indemnify and hold harmless the Vendor against all loss, damage, costs, charges, liability or expense, including without limitation, reasonable attorneys’ fees and costs and accountants’ fees and disbursements (hereinafter referred to as “Losses”) that may be incurred by, imposed upon or asserted against the Vendor, on account of any claim or action at law or in equity against the Vendor to the proportionate extent that it results from the negligence, errors, omissions or wrongdoing of the Employer in the performance of its duties and obligations in connection herewith. Notwithstanding the foregoing, the Employer shall not hold harmless or indemnify the Vendor against Losses stemming from the Vendor’s bad faith, negligence or willful misconduct. The Vendor agrees to indemnify and hold harmless the Employer against all Losses that may be incurred by, imposed upon or asserted against the Employer, on account of any claim or action at law or in equity against the Employer to the proportionate extent that it results from the negligence, errors, omissions or wrongdoing of the Vendor in the performance of its duties and obligations in connection herewith. Notwithstanding the foregoing, the Vendor shall not hold harmless or indemnify the Employer against Losses stemming from the Employer’s bad faith, negligence or willful misconduct.

3 Authorization

By executing below, the undersigned represent that they are authorized to execute this Information Sharing Agreement on behalf of the respective Parties. Each Party may rely without duty of inquiry on the foregoing representation.

\_\_\_\_\_  
AUTHORIZED EMPLOYER REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED STANDARD INSURANCE COMPANY HOME OFFICE EMPLOYEE

\_\_\_\_\_  
DATE