

Employer-Sponsored Retirement Plan Information and Services Agreement

✓ Use this form to:

- Establish an agreement whereby T. Rowe Price will provide certain services for the Plan adopted by the Employer.
- Update information for an existing Plan.
- Provide information to establish the required Plan Sponsor Web (PSW) online account to help administer the Plan online.

Mail to:

T. Rowe Price
P.O. Box 17350
Baltimore, MD 21297-1350

Express delivery only:

T. Rowe Price Mail Code 17350
4515 Painters Mill Road
Owings Mills, MD 21117-4903



This stamp indicates a signature guarantee is required.



This paper clip indicates you may need to attach documentation.

1 Employer Information

Complete and execute this agreement, make a copy for your records, and return the original to T. Rowe Price. In addition, the Employer must establish the Plan by adopting the applicable Plan document.

Check new plan type:

Individual 401(k). Attach copy of Employer's executed [Individual 401\(k\) Plan Standardized Adoption Agreement](#).

SEP-IRA. Attach copy of Employer's executed [IRS Form 5305-SEP](#). Tax year to establish the Plan will default to current year unless a different tax year is specified here.

Tax Year:

SIMPLE IRA. Attach copy of Employer's executed [IRS Form 5304-SIMPLE](#) or original [IRS Form 5305-SIMPLE](#) (T. Rowe Price will sign and return a copy).

Check to update an existing plan:

403(b)(7), Individual 401(k), SEP-IRA, SIMPLE IRA. Provide the Plan ID below. Updates will be made according to any completed sections on this form.

| | | |
|---------------------------------|---------------------------------------------|----------|
| Plan Name | | |
| Employer (Plan Sponsor) Name | | |
| Street or Mailing Address | | |
| City | State | ZIP Code |
| Tax Identification Number (TIN) | T. Rowe Price Plan ID (existing plans only) | |
| Plan Contact Name | | |
| Phone | Fax | |
| E-mail Address | | |

Employee kits are available at troweprice.com/smbforms, or will be mailed if a quantity is entered here:

2 Plan Sponsor Web (PSW) Access

PSW is a secure website that enables Plan Sponsors to perform certain Plan administrative functions, including new participant account setup, updating participant status, participant account maintenance, Plan contribution processing, and Confirmation of Plan Contribution Report and other report downloads. T. Rowe Price will establish PSW access and provide Plan Sponsor a unique operator ID and temporary password by mail. Plan Sponsor agrees to accept responsibility for protecting the confidentiality of the login information. T. Rowe Price will provide certain online services via PSW for use by Plan Sponsor in its administration of the Plan identified in Section 1. Plan Sponsor is responsible for procuring and operating all hardware and software to be compatible with the online services. Plan Sponsor agrees to establish participant accounts and maintain participant account information (including employment status) on PSW. Plan Sponsor is responsible for permanent retention of all Employer Sponsored Retirement Plan Participant Account forms, reviewing and verifying the accuracy of all information it (or its agent) enters directly into PSW and for promptly notifying T. Rowe Price of any resulting errors, omissions, or inaccuracies.

Employer must designate a default fund

The default fund will be used if a Plan participant fails to select a T. Rowe Price mutual fund for contributions. Plan Sponsors may wish to consider how the default investment decision may affect their status with respect to certain regulatory requirements.

T. Rowe Price Fund:

Access to PSW (troweprice.com/psw) WILL NOT be granted to any party other than the Plan Contact identified in Section 1 unless the information is completed below. By completing the information requested below and signing in Section 6, Plan Sponsor authorizes and directs T. Rowe Price to provide unique login information to the designated individual as Plan Sponsor's agent (Agent) in order to permit Agent separate access to the information and functionality that is available on PSW. In directing T. Rowe Price to provide such third-party access, Plan Sponsor specifically acknowledges and agrees that it accepts responsibility for protecting the confidentiality of any login information provided to Agent. Further, Plan Sponsor acknowledges that T. Rowe Price, in its own discretion, may provide telephone support to Agent, which may include discussion of information made available on, or a functionality of, PSW.

| | | |
|----------------------------------------|----------------|----------|
| Agent Company | E-mail Address | |
| Agent Name (only one Agent is allowed) | | Phone |
| Street or Mailing Address | | |
| City | State | ZIP Code |



3 Electronic Funds Transfer (EFT)

This service allows you to move money from the company bank account to the Plan quickly and easily via the Automated Clearing House (ACH) network. EFTs occur when you initiate them. If the bank account is a personal account that is jointly owned by one or more individuals (not a company account), a signature guarantee is required for all owners of the bank account. 📄

✍ Enclose a voided check.

- Checking account **or** Savings account

Account provided replaces any account currently on file unless a box is checked below.

- Primary bank. Default account for all systematic plans and transactions. Existing bank account becomes a secondary bank.
- Secondary bank. Bank account is available on request. Existing bank account remains the primary bank.

4 Individual 401(k) Plan Information

Individual 401(k) Plan Sponsors review and, if applicable, complete this section. The Plan is offered for one-person business owners (and their working spouse). It is not appropriate for a business that has, or plans to add, any non-spouse employee who would be eligible to participate in the Plan. Investment of trust assets may be selected only from shares of T. Rowe Price mutual funds (“Price funds”) or other investments offered by T. Rowe Price Trust Company and its affiliates. In accordance with the terms of the Plan document, the Employer is the Plan Administrator unless Employer designates another person(s) below to serve as the Plan Administrator. A successor Plan Administrator will provide instructions upon the death of Employer when no designated Plan Administrator otherwise exists.

| | | |
|---------------------------------------------------------------------------------------------------|-------|----------|
| Designated Plan Administrator Name (if applicable) | | Phone |
| Street or Mailing Address <input type="checkbox"/> Check this box if same as Employer information | | |
| City | State | ZIP Code |
| Designated Plan Administrator Name (if more than one) | | Phone |
| Street or Mailing Address <input type="checkbox"/> Check this box if same as Employer information | | |
| City | State | ZIP Code |

| | | |
|---------------------------------------------------------------------------------------------------|-------|----------|
| Successor Plan Administrator Name (if applicable) | | Phone |
| Street or Mailing Address <input type="checkbox"/> Check this box if same as Employer information | | |
| City | State | ZIP Code |

Designated and/or Successor Plan Administrator signature(s) are required in Section 6B.

5 403(b)(7) Plan Information

Complete this section to provide status and provision changes for your 403(b) Plan.

5A ERISA Status

The Employee Retirement Income Security Act of 1974 (ERISA) regulates the operation of many types of retirement plans. Covered plans must meet strict reporting, disclosure, funding, maintenance, participation, and distribution guidelines. In general, if your plan offers matching or discretionary contributions, your plan is subject to ERISA (certain churches and government entities—such as public schools and state-sponsored colleges and universities—are exempt and are not covered by ERISA). For more information, consult your legal counsel or other advisor.

Is the Plan subject to ERISA? Check one:

- Yes. The Plan contact identified in Section 1, acting on behalf of the Plan Administrator, will authorize Plan and participant transactions.
- No. By signing in Section 6A, I certify that the Plan is exempt from ERISA as a governmental plan defined in ERISA Section 3(32), as a church plan defined in ERISA Section 3(33), or pursuant to United States Department of Labor regulations Section 2510.3-2(f) because only salary reduction contributions may be made to the Plan, and any Employer involvement is minimal.

5B Contribution Type

T. Rowe Price is considered to be an approved vendor for the Plan, and participants may direct 403(b)(7) contributions to T. Rowe Price unless you check “No direct contributions.” When “No direct contributions” is checked, participants will only be able to exchange between approved vendors listed in Section 5D.

Check all applicable contribution types:

- Pretax salary reduction
- Employer discretionary
- Employer matching
- No direct contributions

5C Rollover Contributions

Does the Plan accept participant rollover contributions? Check one:

- No
- Yes
 - If this is a non-ERISA plan, Employer authorizes T. Rowe Price to automatically process all direct and indirect participant rollover contributions, excluding rollovers of after-tax amounts.
 - If this is an ERISA plan, the Plan Administrator is required to authorize each participant rollover contribution before acceptance by T. Rowe Price.




5D Investment Vendors

Complete this section to provide or update vendor information. This will replace any vendors currently on file with T. Rowe Price within the same Employer Plan. If this section is left blank, vendors will not be added or changed.

Check one:

- All 403(b)(7) Plan assets are held at T. Rowe Price as the Plan's only investment vendor, and no assets may be exchanged to any other vendor.
- T. Rowe Price is **NOT** the only investment vendor for the 403(b)(7) Plan. Provide **all** financial institutions where 403(b)(7) Plan assets are permitted to be held. T. Rowe Price will act only on participant requests to exchange 403(b) assets to or from the institutions below.

| Name of Vendor | Exchanges Permitted Only: | | |
|----------------|---------------------------|--------------------------|---------------------------|
| | To T. Rowe Price | From T. Rowe Price | To and From T. Rowe Price |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

For more vendors, check this box and attach a [separate page](#). 

6 Signatures

By signing this form, Employer acknowledges and agrees that:

- **Plan Sponsor Web.** Employer is fully responsible for, and shall indemnify and hold harmless T. Rowe Price Services, Inc. (T. Rowe Price), and its affiliates and employees from, any unauthorized use or disclosure of Plan Sponsor's or (if an Agent is designated) Agent's Plan online information, which use or disclosure results from the unauthorized use of Plan Sponsor's or Agent's login information. Further, to prevent unauthorized access to the Plan online information, Plan Sponsor will notify T. Rowe Price immediately if Plan Sponsor's or Agent's login information is lost or if it becomes aware of any unauthorized use of the login information or any Plan online information.
- **Beneficiaries.** Any Plan participant beneficiary information Plan Sponsor (or its Agent) enters into PSW is based on a written affirmative beneficiary election made by the Plan participant.
- **T. Rowe Price Confidential Information.** All computer reporting systems, computer programs, software, recordkeeping systems, passwords, other security codes, or login information issued to Plan Sponsor (or its Agent) and other business practices and procedures of T. Rowe Price made available to Plan Sponsor (or its Agent) in connection with this Agreement, other than information that is in the public domain or that is rightfully obtained from third parties, shall be considered "T. Rowe Price Confidential Information." Plan Sponsor (and its Agent) shall maintain the confidence of T. Rowe Price Confidential Information with at least the same degree of care that it uses to protect its own confidential information and shall use all reasonable means to prevent the disclosure of any T. Rowe Price Confidential Information to any third party except as required by law. Plan Sponsor agrees to notify T. Rowe Price upon discovery of any unauthorized use or disclosure by it (or its Agent) of T. Rowe Price Confidential Information and will cooperate to help regain such T. Rowe Price Confidential Information and prevent its further unauthorized use.

- **Electronic Funds Transfer.** By selecting the electronic transfer service in Section 3 and signing in Section 6, Employer hereby authorizes T. Rowe Price to initiate credit and debit entries to the account at the financial institution indicated and for the financial institution to credit or debit the same to such account through the ACH system, subject to the rules of the financial institution, ACH, and the Price funds. T. Rowe Price may correct any transaction error with a debit or credit to my financial institution account and/or fund account. This authorization, including any credit or debit entries indicated thereunder, is in full force and in effect until I notify T. Rowe Price of its revocation by telephone or in writing and T. Rowe Price has sufficient time to act on it.
- **Force Majeure.** Neither T. Rowe Price nor Employer shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to, fire, flood, earthquake, or other natural disaster; acts of God; medical epidemics or outbreaks; war; riots; acts or threats of terrorism; acts of foreign enemies; acts of civil, military, or banking authorities; restrictive governmental laws or regulations; national emergencies; legal constraints; embargo; strikes or other acts of workers; inability to procure labor or materials; nuclear or chemical contamination; acts or failure of any telephone or wireless network; failure of transportation; failure of communication or power supply; failure of public infrastructure; or any other events or circumstances beyond the reasonable control of the party affected.
- **Indemnification.** Plan Sponsor shall indemnify, hold harmless, and defend T. Rowe Price (including its affiliates and their officers, directors, employees, and agents) from and against any liability, loss, and expenses (including reasonable attorneys' fees and court costs) incurred in connection with (i) the performance of T. Rowe Price's duties under this Agreement, except to the extent that any such liability, loss, or expense arises from T. Rowe Price's own negligence or willful misconduct; (ii) any action taken by T. Rowe Price in accordance with the direction or instructions of Plan Sponsor or Plan Sponsor's Agent, or any failure to act in the absence of such directions or instructions; (iii) any matter relating to the Plan for which T. Rowe Price has no responsibility, control, or liability under this Agreement; and (iv) Plan Sponsor's breach of its obligations under this Agreement.
- **Investment Instructions.** Employer acknowledges that any investment instruction that it provides to T. Rowe Price is deemed to reflect instructions from the Plan participant. Employer specifically authorizes the investment of such contributions in accordance with the allocation instruction provided by Employer to T. Rowe Price.
- **Plan Contributions.** Plan contributions will be invested according to each participant's investment designation on file with T. Rowe Price at the time of the contribution.
- **403(b)(7) ERISA Status, Vesting, and Vendors.** Employer has provided the organization's status. If the Plan is exempt from ERISA, T. Rowe Price will treat all Plan contributions as 100% vested. If any of the vendors change, Employer agrees to update the vendor information by completing this form.
- **Updating Information.** If Employer is making changes to an existing Plan at T. Rowe Price, Employer has indicated changes to the previously provided Plan information on this form and understands that any changes will be made to the Plan information within a reasonable amount of time after T. Rowe Price receives this form. Employer acknowledges that the information provided on this form is effective as of the date indicated in Section 6A, that T. Rowe Price may rely on this information until notified otherwise by the Plan Administrator, and that Employer will notify T. Rowe Price when changes to the selections made or the information provided on this form occur.
- **Phone/Computer Exchange.** Employer understands that, with respect to the Plan, phone/computer exchange will be available unless Employer requests the service not be available.
- **Fiduciary.** Employer acknowledges that T. Rowe Price will not serve as a fiduciary of the Plan identified in Section 1 and is not the Plan Administrator or named fiduciary as these terms are defined in ERISA.



6 Signatures (continued)

- **Plan Documents and Fees.** Employer has read, understands, and agrees to administer the Plan according to the terms of the Plan adoption document listed in Section 1 for the appropriate plan type. Employer has read, understands, and agrees to the terms, conditions, and fees as disclosed in the T. Rowe Price funds' prospectuses and in the appropriate documents below.
 - **I401(k)**—T. Rowe Price [Individual 401\(k\) Plan Basic Plan Document](#) and T. Rowe Price Individual 401(k) Guidebook.
 - **SEP IRA**—[T. Rowe Price Traditional and Roth IRA Summary & Agreement](#) and T. Rowe Price SEP-IRA Business Owner's Guidebook.
 - **SIMPLE IRA**—[T. Rowe Price SIMPLE IRA Summary & Agreement](#) and T. Rowe Price SIMPLE IRA Employer's Guidebook.
- **403(b)(7) Information Sharing.** T. Rowe Price and Employer will make available to each other such information as is necessary to help to ensure that accounts established by participants satisfy applicable requirements of the Internal Revenue Code, including, but not limited to, information concerning the participant's employment status, account status, and distribution information. Information will be shared between the parties via access to PSW.
- **Governing Law.** Except as provided below, the validity, construction, effect, and administration of this Agreement shall be governed and interpreted in accordance with the laws of the state in which Employer is located, except to the extent those laws are superseded under Section 514 of ERISA. Matters relating to the structure and use of PSW are governed by Maryland law.
- **Term and Termination.** This Agreement shall remain in full force and effect until the earlier of the date that T. Rowe Price no longer holds any assets associated with the Plan or Employer and T. Rowe Price enter into a separate written agreement that covers the applicable requirements of the Internal Revenue Code, unless otherwise permitted by applicable law.
- **Price Funds.** Price funds are available for investment according to policies and procedures established by the Price funds from time to time. Employer agrees to access mutual fund information, including, but not limited to, prospectuses and reports at T. Rowe Price's website (troweprice.com). Employer also agrees that it is responsible for obtaining updated information concerning the Price funds by accessing the website.
- **Default Fund.** Plan Sponsor agrees to indemnify and hold harmless T. Rowe Price and its employees from and against any liability or expense (including, but not limited to, attorneys' fees) resulting from any investment action taken or not taken with respect to the default investment fund Plan Sponsor has identified in Section 2.

6A Authorized Person's Signature

The undersigned represents and certifies that he or she is authorized to execute this document on behalf of the Employer.

Signature and Date Required

| | |
|-------------------|-------------------|
| Authorized Person | Date (mm/dd/yyyy) |
|-------------------|-------------------|

X

| | |
|------------|-------|
| Print Name | Title |
|------------|-------|

6B Individual 401(k) Plan Administrator(s) Signature(s)

If identified in Section 4, the undersigned agree to act as the designated Plan Administrator or Successor Plan Administrator.

Signature(s) and Date(s) Required

| | |
|-------------------------------|-------------------|
| Designated Plan Administrator | Date (mm/dd/yyyy) |
|-------------------------------|-------------------|

X


| | |
|--------------------------------------------------|-------------------|
| Designated Plan Administrator (if more than one) | Date (mm/dd/yyyy) |
|--------------------------------------------------|-------------------|

X

| | |
|------------------------------|-------------------|
| Successor Plan Administrator | Date (mm/dd/yyyy) |
|------------------------------|-------------------|

X

6C Bank Account Owner Signature(s)

If the bank account identified in Section 3 is a personal account that is owned by individuals (not a company account), all bank account owners must sign in the presence of a signature guarantor. 

Signature(s) and Date(s) Required

| | |
|--------------------|-------------------|
| Bank Account Owner | Date (mm/dd/yyyy) |
|--------------------|-------------------|

X

Print Name

| | |
|-----------------------|-------------------|
| Bank Account Co-owner | Date (mm/dd/yyyy) |
|-----------------------|-------------------|

X

Print Name

6D Signature Guarantee

A signature guarantee is required if:

The bank account provided in Section 3 is a personal account that is owned by individuals, not under the name of the company.

You can obtain the Medallion signature guarantee from most banks, savings institutions, or broker-dealers. We cannot accept guarantees from notaries public or non-Medallion guarantors. The level of coverage provided by the guarantor's stamp must cover the dollar amount of the transaction or it may be rejected.

Medallion Signature Guarantee—Place Medallion Stamp Below

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