



**FRANKLIN
TEMPLETON**

Third-Party Administrator Application

eContributions Services

If completing by hand, please print clearly in **CAPITAL LETTERS** using blue or black ink.

If applicable, provide any Franklin Templeton **REFERENCE ID(S)** related to your request:

1 TPA INFORMATION

_____ ("Third-Party Administrator" or "TPA") requests the ability to deliver Plan Contribution Instructions (defined below), which accompany monetary contributions relating to the retirement plan(s) identified in Section 2, which may be amended from time to time and which is incorporated herein by reference, to Fiduciary Trust International of the South ("FTIOS"), the custodian of the identified retirement plan(s), via the Internet or other electronic means.

Total number of employees currently eligible to participate in retirement plan: _____

Company name (please print)

Group number (if available)

2 IDENTIFICATION OF PLANS

PLAN INFORMATION

Group number

Plan

Contact name

Phone number

Email address (optional)

ADDITIONAL PLAN

Group number

Plan

Contact name

Phone number

Email address (optional)

ADDITIONAL PLAN

Group number

Plan

Contact name

Phone number

Email address (optional)

ADDITIONAL PLAN

Group number

Plan

Contact name

Phone number

Email address (optional)

3 ELECTRONIC FUNDS TRANSFER AUTHORIZATION

If you would like to facilitate the delivery of retirement plan contributions by authorizing FTIOS, or its service provider FTIS, to initiate debits against the retirement plan's designated bank account in accordance with TPA's Plan Contribution Instructions, please provide the requested information below. Please note that the bank must be a member of the Automated Clearing House (ACH). Allow up to 15 business days for FTIOS to set up the bank account instructions.

- The below section **MUST** be completed and signed by the bank account owner.
- If drafting funds from multiple bank accounts, you will need to complete a separate form for each bank account.
- **By completing this section**, the TPA will be able to authorize plan contributions directly through eContributions and will not need to provide separate payment via check or Federal wire.

Select ONE of the following options:

- ☐ Use my enclosed preprinted voided check.
- ☐ Use my enclosed preprinted checking deposit slip.
- ☐ Use my enclosed preprinted savings deposit slip.

IDENTIFICATION OF PLANS

Please identify the plans to which this bank instruction applies:

Plan name	Group number
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

AUTHORIZATION

By signing below the bank account owner ("Bank Account Owner") authorizes FTIOS, or its service provider FTIS, to initiate electronic debits to the deposit account identified above ("Bank Account") when instructed to do so by TPA on eContributions (and to make, if necessary, adjusting transfers if any amounts are transferred in error). FTIOS, or its service provider FTIS, will debit Bank Account within three days of receipt from TPA of each set of completed Plan Contribution Instructions through eContributions for the amount designated in the "Target" field on eContributions by TPA.

Bank Account Owner understands and agrees that this authorization will remain in full force and effect until FTIOS has received notification from Bank Account Owner's authorized officer that the authorization is terminated and FTIOS and the bank noted above ("Bank") have had a reasonable opportunity to act on the notification. Bank Account Owner also agrees that FTIOS, or its service provider, may make additional attempts to debit the Bank Account noted above if an initial attempt fails, and if a transfer is denied by the Bank for any reason, FTIOS will discontinue this authorization.

X	Date
Authorized signer of Bank Account	<input type="text"/>
Name (please print)	Title
<input type="text"/>	<input type="text"/>

IN CONSIDERATION OF FTIOS' agreement to accept Plan Contribution Instructions by electronic means without original or underlying documentation, TPA agrees as follows:

- The term "Plan Contribution Instructions" shall mean instructions from TPA to FTIOS to invest specified monetary amounts in pre-established accounts of participants of the retirement plan(s) identified in Section 2 with such instructions being transmitted by TPA either 1) by the completion of a pre-populated online form on the password-protected website ("eContributions"), or 2) by electronic transmission of payroll files from exports of existing software packages.
- TPA represents and warrants that it is currently acting under a valid contract with each employer that is the sponsor of a retirement plan identified in Section 2 (including any future amendments thereto) ("Employer(s)"), whereby it provides plan administration services. TPA represents and warrants that it is specifically authorized by Employer(s) to submit Plan Contribution Instructions to FTIOS, and that it is not prohibited by any law or contract from agreeing to the terms of this Application. TPA further warrants and represents that it will immediately notify FTIOS if it is no longer under contractual obligations to provide plan administration services for a plan identified in Section 2 including any amendments thereto.
- TPA shall complete Section 2 to receive a login ID and password that will be sent to TPA's address of record via the United States Postal Service upon receipt of this Application. This login ID and password will enable TPA to access the website and submit Plan Contribution Instructions for each retirement plan identified in Section 2 (and any amendments thereto). It is the sole responsibility of TPA to control the security and confidentiality of the login ID and password, and TPA acknowledges and agrees that FTIOS may rely upon any Plan Contribution Instructions being transmitted under the login ID and password issued to TPA.
- The undersigned TPA directs FTIOS to use electronic transmissions of Plan Contribution Instructions, remitted by TPA, to invest monetary contributions to accounts of participants in the retirement plans identified in Section 2. TPA is solely responsible for transmitting accurate Plan Contribution Instructions to FTIOS, and for bearing the cost of adjusting a participant's account should any errors occur as a result of TPA's Plan Contribution Instructions. If TPA is transmitting Plan Contribution Instructions for a 403(b) salary deferral only plan, TPA further represents that the Employer(s) for whom it is providing services has/have entered into salary deferral agreements with all employees for whom Plan Contribution Instructions are being transmitted.
- TPA agrees that participant's receipt of a statement detailing contributions to the retirement plan will constitute TPA's and participant's ratification of such contributions.
- TPA shall indemnify and hold harmless FTIOS and its service provider, Franklin Templeton Investor Services LLC ("FTIS"), and their officers, employees, agents and successors (each an "Indemnitee" and collectively the "Indemnitees") from and against any and all liability, loss, suits, claims, costs, damages and expenses of whatever amount and whatever nature, including without limitation, reasonable attorneys' fees, whether for consultation and advice, or representation in arbitration or litigation (an "Indemnifiable Loss") any Indemnitee may sustain or incur by reason of, in consequence of, or arising from, or in connection with, or in relation to an Indemnitee acting or forbearing from taking action in good-faith reliance on Plan Contribution Instructions from TPA made pursuant to this Application, including, but not limited to, sums paid or liability incurred in settlement of, and expenses paid or incurred in connection with such claims, or judgments as may arise out of the allegations that the TPA's Plan Contribution Instruction on which an Indemnitee acted or forbore from taking action was not in accordance with the participant's specified retirement account investment instructions, was not transmitted by an authorized agent of TPA, and/or was outside the scope of TPA's authority under its contract with the Employer sponsoring the retirement plan excepting, however, an Indemnifiable Loss to the extent such loss can be attributed to the gross negligence or willful misconduct of FTIOS.
- TPA acknowledges and agrees that FTIOS may for any reason, at any time, upon notice to TPA discontinue accepting Plan Contribution Instructions by electronic means.

TPA SIGNATURE

X

Authorized Officer signature

Date

Name (please print)

Title

MAKE A PHOTOCOPY OF THE COMPLETED FORM FOR YOUR RECORDS

EMAIL	FAX	MAIL
<ul style="list-style-type: none"> • Emails MUST include an attachment (PDF preferred) of your request. • Sender's email address MUST match the email address on file, or the email MUST include a related reference ID(s) to be accepted. • Digital communication channels are not necessarily secure. If you do choose to send confidential or sensitive information to us via digital communication channels (e.g. email, chat, text messaging, fax), you are accepting the associated risks related to potential lack of security, such as the possibility that your confidential or sensitive information may be intercepted/accessed by a third party and subsequently used or sold. • If you have not been registered on franklintempleton.com for at least 15 calendar days, call (800) 527-2020 to request a reference ID to include in your email. <p>Email to: ftrequests.us.franklintempleton@fisglobal.com</p>	<p>(855) 891-8377</p>	<p>You may use any of the below mailing addresses:</p> <p>Regular Mail</p> <ul style="list-style-type: none"> • Franklin Templeton P.O. Box 33033 St. Petersburg, FL 33733-8033 <p>Overnight</p> <ul style="list-style-type: none"> • Franklin Templeton 100 Fountain Parkway N. St. Petersburg, FL 33716-1205

franklintempleton-plancontributions.fisglobal.com