



403(b) Information Sharing Agreement

This Information Sharing Agreement ("Agreement") between E*TRADE Savings Bank d/b/a E*TRADE Advisor Services ("Provider") and _____ ("Plan Sponsor") establishes the understanding between Provider and Plan Sponsor to share information necessary for compliance with final 403(b) regulations relating to Exchanges by employees of Plan Sponsor made after September 24, 2007. Provider and Employer intend this Agreement to describe the respective duties and obligations of the parties with respect to Exchanges as set forth hereafter.

Plan Sponsor represents and acknowledges:

1. That it is an employer eligible to offer programs under §403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. That it has established and maintains a program for eligible employees intended to qualify under §403(b) of the Code ("403(b) Plan");
3. That, as part of the 403(b) Plan, Plan Sponsor either allows or intends to allow employees to Exchange their current 403(b) annuity contracts and/or custodial accounts under the Plan for 403(b) annuity contracts and/or custodial accounts offered by Provider;
4. That on or before January 1, 2009, Plan Sponsor adopted a written 403(b) plan document which authorizes Exchanges executed under this Agreement and provides a means of providing a copy of the document and any updates, amendments or other changes to Provider;
5. That Provider is not responsible for the Plan's documents or operations. The Plan Sponsor acknowledges that it is solely responsible for: (1) the tax and legal aspects of the Plan; (2) the Plan's operations; and (3) the administration of the Plan and the actions of any third party administrator relating to the Plan. The Plan Sponsor understands that compliance in form and operation by the 403(b) Plan with Code section 403(b) and the regulations thereunder is solely the responsibility of the Plan Sponsor, and any failure may cause adverse tax and legal consequences to the Plan, the Plan Sponsor and the participants and beneficiaries of the Plan;
6. That Provider shall be fully protected and held harmless by the Plan Sponsor in relying any forms and documents provided or executed by the Plan Sponsor to authorize any distributions, withdrawals, exchanges, transfers or rollovers from the Plan or to another vendor to the Plan, and Provider shall have no responsibility to ascertain with respect to such forms and documents, their accuracy, genuineness, compliance with the terms of the Plan, any related documents or applicable law, or their effect for tax purposes or otherwise; and
7. That Provider will NOT provide the following nonexclusive list of services:
 - determining the application or compliance with any applicable nondiscrimination requirements, including but not limited to the universal availability rule or other provisions of Code section 403(b)(12);
 - accepting Roth or other after-tax contributions;
 - making determinations with respect to hardship withdrawals and loans;
 - tracking of after-tax contributions, including Roth contributions;
 - determining eligibility for disability distributions, in-service withdrawals or distributions upon the termination of employment;
 - maintaining a segregated account for rollover assets;
 - initiating the distribution of any required minimum distributions;
 - determining any contribution limits for salary deferrals, limits under Code section 415, or catch-up contributions, or determining the amount of or precluding any excess salary deferrals or Employer contributions under any limitation;
 - tracking the characteristics of assets received via an exchange or rollover, including Roth contributions and other after-tax contributions, Plan Sponsor contributions, amounts eligible for hardship withdrawal, and any rollover amount or other amount eligible for in-service withdrawal;

- tracking amounts eligible for required distribution upon attainment of age 70 and ½ or 75; and
- compliance with any provisions of ERISA to which the Employer or Plan fiduciaries may be subject, including but not limited to the fiduciary requirements of ERISA, the filing of annual information returns using Form 5500, the furnishing of summary plan descriptions, summaries of material modifications, or notices required under ERISA section 404(c), or other applicable reporting and disclosure requirements.

Provider represents:

5. That it will offer for Exchange only 403(b) annuity contracts and/or custodial accounts that conform to applicable laws and regulations;
6. That an employee's accumulated benefit under the Provider's 403(b) annuity contract and/or custodial account after an Exchange shall be at least equal to the accumulated benefit of the employee's annuity contract and/or custodial account immediately prior to the Exchange, as such accumulated value is defined for purposes of applicable federal income tax regulations;
7. That the distribution restrictions applicable to the Provider's annuity contract and/or custodial account are at least as restrictive as the distribution requirements applicable to the 403(b) annuity contract and/or custodial account prior to the Exchange;
8. That it will, upon receiving a copy of the written 403(b) plan document, comply with its terms and conditions, provided that such plan document may not enlarge the rights of the participant or Plan Sponsor under the annuity contract and/or custodial account without the consent of the Provider and, where applicable, the participant; and
9. That it will, in the event of a tax audit of Plan Sponsor, cooperate in providing necessary information relating to the 403(b) Plan as requested.

Plan Sponsor and Provider Agree:

10. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of §403(b) related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) annuity contracts and/or custodial accounts under the 403(b) Plan, information on other exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting, as such information and details of such exchange shall be determined from time to time by agreement between Plan Sponsor and Provider.
11. That, to the extent permitted by law, Plan Sponsor shall indemnify and hold harmless Provider and its affiliates from any claim, demand, or suit which may arise out of, be connected with, or be made due to the Plan Sponsor's failure, through negligence or otherwise, to fulfill its obligations under this Agreement. However, this indemnification shall not cover any claim, demand or suit based on willful misconduct or negligence by such parties. Plan Sponsor shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Provider based on any claim, demand or suit covered by this indemnification, provided that Plan Sponsor is notified by Provider, in writing, within thirty (30) days of Provider's receipt of such claim or demand. Plan Sponsor's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
12. That either Plan Sponsor or Provider, or their authorized representatives, may terminate this Agreement at any time by giving the other party written notice at least sixty (60) days before the effective date of the termination, provided that the provisions of Sections 4, 8, 9, 10, 11, 12, 15 and 16 of this Agreement continue to be effective after termination of this Agreement with respect to annuity contracts and/or custodial accounts entered into under the terms of this Agreement prior to this Agreement's termination.
13. That, for purposes of this Agreement, "Exchange" means the tax-free exchange (as defined under applicable federal income tax regulations under Code Section 403(b)) of all or some portion of an employee's 403(b) annuity contract and/or custodial account from another investment provider, or from another annuity contract and/or custodial account of the Provider, to a 403(b) annuity contract and/or custodial account with the Provider under the Plan Sponsor's plan for the purpose of changing investments.

14. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates that may be provided under applicable guidance issued after this Agreement is executed.
15. That the benefits and obligations of this Agreement apply to each party and to its heirs, successors and assigns. The parties agree that written notice will be provided to the other party of any heirs, successors and assigns which assume the benefits and obligations of this Agreement as soon as possible after such assumption.

Provider: E*TRADE Advisor Services:

Plan Sponsor: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____