

# Participant Disclosure Service Agreement



Please read this Agreement carefully and provide the information requested on the *Participant Disclosure Service Information Form*. Return the originals to American Century Services, LLC along with a check for the required fee, and keep a copy for your records.

## Recitals:

This Participant Disclosure Service Agreement ("Agreement") is made and entered into by American Century Services, LLC ("American Century"), a Delaware Limited Liability Company, and \_\_\_\_\_ ("Employer"), which is sponsor of the \_\_\_\_\_ [list plan name here] ("Plan"). (Employer must complete a separate Agreement for each plan sponsored by Employer.)

Whereas, Employer sponsors the Plan; and

Whereas, American Century offers a service to:

- (i) assist plan sponsors with their obligations to provide certain plan, investment and fee-related information to plan participants under Section 404(a) of the Employee Retirement Income Security Act of 1974 ("ERISA"), or
- (ii) assist plan sponsors who wish to provide certain plan, investment and fee-related information to plan participants where the Plan is not subject to ERISA; and

Whereas, the Employer desires to utilize such service;

NOW, THEREFORE, in consideration of these covenants and the mutual representations and agreements contained herein, the parties hereto agree as follows:

## Description of Participant Disclosure Service and Responsibilities of American Century

American Century shall provide the following services to Employer in connection with the Participant Disclosure Service:

- Compile plan and fee information provided by Employer on the *Participant Disclosure Service Information Form*, as well as investment related fee information for American Century Investments mutual funds utilized by the Plan. American Century will not include information for investments that are not American Century Investments mutual funds.
- Display fee and investment information in a format designed to comply with the Department of Labor's model comparative chart for participant fee disclosures, and make such information available to Employer through Plan Sponsor Access.
- Initial disclosure document for the current calendar year will be available on Plan Sponsor Access no later than 30 days after American Century receives and accepts Employer's signed Agreement, *Participant Disclosure Service Information Form*, and per plan fee. For the annual disclosures thereafter, the disclosure document will be available on Plan Sponsor Access by January 31 of each calendar year.
- American Century will not provide disclosure information directly to Plan participants.

## Responsibilities of Employer

The Employer's responsibilities under this Agreement shall be as follows:

- For the initial disclosure, complete the *Participant Disclosure Service Information Form* and return the completed form to American Century. Employer will be solely responsible for the accuracy of the information provided on the *Participant Disclosure Service Information Form*; American Century will not independently verify any information included therein. American Century will use the information provided by Employer exactly as written, and Employer will be responsible for comparing such information to its Plan document. American Century reserves the right to reject any *Participant Disclosure Service Information Form* which is illegible or not fully completed.

- Periodically update the *Participant Disclosure Service Information Form* if there are changes to the information contained in such form, and provide such updated form to American Century no later than December 15 of any calendar year in order for such changes to be reflected in the following year's annual disclosure. Additionally, in the event American Century changes the format of the *Participant Disclosure Service Information Form* in a future year, Employer shall complete a new *Participant Disclosure Service Information Form* upon request.
- For the initial disclosure service, submit a check in the amount of seventy-five dollars (\$75.00) per plan to American Century Services, LLC.
- For the annual disclosure service, submit a check in the amount of seventy-five dollars (\$75.00) per plan to American Century Services, LLC, no later than December 15 of each calendar year. American Century reserves the right to change the annual fee at any time, with thirty (30) days' advance written notice to Employer.
- Employer will be responsible for performing a final review of the disclosure document generated by American Century.
- Employer will be solely responsible for providing the disclosure document generated by American Century to its Plan participants.

### **Termination**

This Agreement may be terminated at any time by the Employer or American Century, without penalty, upon thirty (30) days' prior written notice to the other party. This agreement shall automatically terminate thirty (30) days after the beginning of a calendar year if American Century has not received Employer's annual per plan fee by the first day of the calendar year.

Upon termination of this Agreement, American Century will no longer provide Participant Disclosure Services to the Employer.

### **Notices**

Notices or other communications given pursuant to this Agreement shall be hand delivered, sent by overnight delivery or mailed by first-class mail, postage prepaid, addressed as follows, or as changed by notice.

#### **American Century:** (first-class mail)

American Century Services, LLC  
P.O. Box 419385  
Kansas City, MO 64141-6385

#### **American Century:** (overnight delivery)

American Century Services, LLC  
Attn: Business Retirement Services  
430 W 7th Street  
Kansas City, MO 64105

### **Employer:**

To the name and address specified by the Employer on the *Retirement Plan Services Application* (if applicable), or the most recent address provided in writing by the Employer and received by American Century.

### **Entire Agreement; Amendment**

This Agreement constitutes the entire Agreement between the parties with respect to the Participant Disclosure Service. Any alterations of this Agreement shall render this Agreement null and void. However, this Agreement may be amended at any time, but only with written agreement of all parties.

### **Assignment**

Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon all parties and their respective successors and assigns.

**Liability and Indemnification**

In performing its services under this Agreement, American Century shall rely on information provided by the Employer on the *Participant Disclosure Service Information Form*, and on American Century mutual fund information available from Morningstar or such other vendor selected by American Century from time to time. American Century shall not be liable to the Plan, the Employer, or Plan participants or to any other party for failure of the Employer to provide accurate Plan-related information to American Century, for any inaccuracies in data contained on Morningstar, or for failure of Plan or Employer to provide required disclosures to Plan participants.


Employer agrees to indemnify, defend, and hold harmless American Century, its affiliated companies, and the officers, directors, employees, agents and assigns thereof from and against any and all liabilities, causes of action, demands, damages, judgments, appeals, costs and expenses, including reasonable legal fees (collectively, "Losses") asserted or claimed by third parties arising or resulting from Employer's negligence, willful misconduct, breach of this Agreement, or services provided under this Agreement; provided, however, that this indemnification shall not apply in the case of American Century's gross negligence or willful misconduct in performing its responsibilities under this Agreement.

**Governing Law**

To the extent not governed by federal law, this Agreement shall be governed and construed according to the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first below written.

**American Century Services, LLC**

By:   
Elizabeth Young  
Vice President, Client Operations

10/25/2018

\_\_\_\_\_  
Date

**Employer**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

