**ADVISOR INFORMATION AND AUTHORIZATION**

Plan Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Advisor Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Advisor Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ]  Commission Based [ ]  Fee Based

**Note:** Advisor compensation (i.e., 12(b)(1) fees, finder’s fees, dealer concessions, commissions, or other asset-based advisor compensation) received by commission-based Plan investment advisors are not available for crediting to a RHA or Plan Assets. Fields below are only required if Advisor compensation is commission-based. Fee Based Advisors should complete all applicable fields below.

Broker ID#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Branch (office)#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CRD#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NSCC#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm CRD#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shell# (Wells Fargo, UBS, Raymond James & LPL Only): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Channel# (Wells Fargo Only): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Section I – Authorization for Newport Trust Company (“Newport Trust” Regarding Investment Direction (select A and/or B, as applicable):

1. **Investment Authorization** – [ ]  Yes [ ]  No

If yes, Newport Trust is hereby authorized and directed to act in accordance with instructions communicated through the Advisor listed above with respect to the investment of the Plan assets, including changes thereto, until such time as Newport Trust Company shall have received from Plan Sponsor written notice that the Advisor is no longer authorized to communicate investment instructions with respect to the Plan.

The Investment Authorization elected above shall apply to the Advisor Contact listed above and, if elected below, the Advisor Firm:

[ ]  Advisor Firm Authorization

1. **1. 3(21) Investment Advisor** – [ ]  Yes [ ]  No

If yes, the Advisor and, if applicable, Advisor Firm listed above is acting as a 3(21) Investment Advisor with respect to the Plan.

1. **ERISA 3(38) Investment Manager Authorization** – [ ]  Yes [ ]  No

If yes, the undersigned Plan Sponsor (“Plan Sponsor”) represents and warrants to Newport Trust that the Advisor Firm named above (the “Investment Manager”) has been duly appointed by the Plan as an “investment manager” as defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or, if the Plan is not subject to ERISA, as having discretionary authority to make investment decisions regarding Plan assets equivalent to the authority of an ERISA investment advisor. Newport Trust is hereby authorized and directed to act in accordance with instructions from the Investment Manager with respect to the investment of Plan assets until such time as Newport Trust shall have received from Plan Sponsor written notice that the Investment Manager is no longer authorized to act as the investment manager of the Plan.

# Section II – Participant Fee Disclosures

Newport can display the investment advisory fee on the participant fee disclosure 404(a)5 notice whether or not Newport calculates
the fee.

Below is an excerpt from the notice showing the standard Investment Advisory language which would appear as applicable.

**Investment Advisory Fees:** The plan has entered into an agreement with your plan’s investment advisor to provide advisory services for the plan. The annual advisory service fees are estimated to be:

| **Description** | **Amount** | **Paid per capita/pro rata/by Employer (if applicable):** |
| --- | --- | --- |
| Investment Management Asset-Based Fees | \_\_\_\_\_\_\_\_% of plan assets |  |
| Investment Management Per Participant Fee | $\_\_\_\_\_\_\_ per participant |  |
| Investment Management Annual Base Fee | $\_\_\_\_\_\_\_ |  |
| Broker Wrap Fee | \_\_\_\_\_\_\_\_ % of plan assets |  |

Alternatively, Newport can be provided custom language in the form of an insert to be appended to the end of the disclosure. The insert must be in PDF format, have no less than 1 inch margins on all sides, and preferably be in Arial 9 point font.

Please select **one** of the below options. If no option is selected the default is option A.

1. [ ]  Do not display the investment management fee.
2. [ ]  The investment management fee is automatically calculated by Newport systems and should be included in the participant fee disclosures. If the fee is based on a tiered or sliding scale the rate disclosed will be the actual calculated rate.
3. [ ]  The investment management fee is calculated by the Advisor and/or direct billed to the Plan Sponsor but Newport should display the below stated rate in the participant fee disclosure.
4. The fee to display is: \_\_\_\_\_\_\_\_% or $\_\_\_\_\_\_\_\_ with a minimum of $\_\_\_\_\_\_\_\_ (if applicable) and payment direction is:
5. [ ]  Pro Rata [ ]  Pro Rata (terminated participants only) or [ ]  Paid by Employer. If the fee is based on a tiered or sliding scale Newport must be provided the blended rate to display.
6. [ ]  An insert to the participant fee disclosure will be provided to Newport. Do not otherwise display the investment management fee within the participant fee disclosure.

# Section III – Advisor Compensation – Fee Based Advisors Only

1. [ ]  Initial Election Change Election – Anticipated Effective Date of Change

**Note:** the Effective Date of such change is subject to the Participant disclosure requirements of ERISA (i.e. 30-day
advance notice).

1. [ ]  Automatic calculation by Newport systems and paid through Newport

[ ]  Calculated by Advisor and paid through Newport [ ]  Direct bill to Plan Sponsor

**SKIP** to Section IV if Direct Bill Sponsor is chosen.

1. **Billing Period:** [ ]  Arrears [ ]  Advance
2. [ ]  Include SDBA Assets in end of period asset value (If this box is unchecked, SDBAs will be excluded)
3. Fee1: Flat Annual Amount: \_\_\_\_\_\_\_\_ Flat Annual Rate (bps): \_\_\_\_\_\_\_\_ Scale: [ ]

**Scale Type:** [ ]  Breakpoint – one rate based on assets [ ]  Sliding Scale – rate for each asset tier

|  |
| --- |
| **Sample Tiered Scale** |
| Lower Limit | Upper Limit | Rate |
| 0 | $10,000,000 | 50 bps |
| $10,000,000 | + | 25 bps |
| If plan has 11,000,000 in assets then the first $10m would be50 bps and anything over $10m would be 25 bps |

|  |
| --- |
| **Sample Breakpoint Scale** |
| Lower Limit | Upper Limit | Rate |
| 0 | $10,000,000 | 50 bps |
| $10,000,000 | + | 25 bps |
| If plan has 11,000,000 in assets then the fee would be 25 bps |

|  |  |  |
| --- | --- | --- |
| **Lower Limit** | **Upper Limit** | **Rate** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. Fee Payment Elections**.** The Company directs Newport to pay advisory fees in the following manner:

In the following table, please indicate the Company’s preference order for payment of advisory fees by payment source (1, 2, or N/A). If fee is to only be paid from a single source, use a 1 to make this designation under the appropriate source.

**Plan Pro Rata** means the fee will be allocated in proportion to Plan Participant account balances.

|  |  |
| --- | --- |
| May choose one of more of the below options | Must be chosen |
| **(A)****Forfeitures1** | **(B)****RHA2** | **(C)****Plan Pro Rata** |
|  |  | X |

 1*Plan Document must allow for payment of fees from forfeitures.*

*2Plan Sponsor must have elected to establish a RHA.*

1. **Will fee be prorated?** (Select one): [ ]  Yes – complete section H [ ]  No – skip to Payment Method

*If left unchecked, or “No” is selected then payment will be processed the next full quarter after a new plan is out of conversion or after the effective date of change for existing plans.*

1. **First Payment:** prorate based on option selected below. Only choose one option under Start-Up or Takeover plan.

**Start-Up Plan:** [ ]  date first payroll received [ ]  custom period: \_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

**Takeover Plan:** [ ]  earlier of date first payroll received *or* asset wire received date.

[ ]  custom period: \_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

**Existing Plan:** [ ]  custom period: \_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

*If “yes” is checked in section G. and no selection is made in section H then payment will be processed the next full quarter after a new plan is out of conversion or after the effective date of change for existing plans.*

Plan Sponsor agrees to pay the Advisor fees from the Plan’s assets as elected above. If no elections made, the Advisor’s fees will be billed direct and not paid from Plan Assets.

# Section IV – General

Plan Sponsor acknowledges and agrees that neither Newport Trust nor Newport shall have any discretionary control over, or any other discretion regarding, the investment of assets of the Plan, and that it shall be the responsibility of the Plan Sponsor and/or any Investment Manager to establish investment and diversification policies with respect to the investment of Plan assets, to monitor adherence to such policies, and to advise Newport Trust and Newport with respect to its compliance with any investment limitations contained in the Plan. Plan Sponsor represents and warrants that it has determined that each Advisor identified above is, and so long as this authorization is effective shall remain, qualified and licensed as required by all applicable laws to act in accordance with the foregoing authorization.

To the full extent permitted by applicable law, neither Newport Trust nor Newport shall have any duty to inquire whether instructions given by an Advisor or any Investment Manager conform to the Plan or applicable law, including, but not limited to Section 404(c) of ERISA, and no liability or responsibility for actions taken in accordance with such instructions, or for failing to act in the absence of such instructions. Plan Sponsor represents and warrants that it has full power and authority under applicable law, and has taken all action necessary, to give the authorization specified above, and that the person signing below is duly authorized and empowered to execute and deliver this authorization and direction.

**PLAN SPONSOR**

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* Advisor payment information on next page.

Plan Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fee Payment Advice Form**

The advisor/advisor firm directs Newport to send payment per the direction below:

**Payment Method**

**ACH:**

*ACH Consumer Written Authorization Requirements are available at:*

<https://www.newportgroup.com/electronic-signature/>

Plan Sponsor authorizes Newport Group, Inc. (“Newport”) to initiate credit entries to the account noted below and to credit the same to such account under U.S. law:

Name of Depository Financial Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Financial Institution Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Routing Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Account: [ ]  Checking [ ]  Savings

**Check:**

Payee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*The Third Party Billing Authorization Terms and Conditions and additional authorization forms are available at:*

<https://www.newportgroup.com/electronic-signature/>

**Advisor**

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

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Advisor Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_