Plan Sponsor acknowledges and agrees that:

1. It is solely responsible for assessing and concluding that remuneration paid to the third party named in the Third Party Billing Authorization or Advisor Information and Authorization form (the “Third Party”) with Newport Group, Inc. (“Newport”) is reasonable under applicable laws, rules and regulations, and that the use of Plan assets to pay Third Party is consistent with all applicable laws.
2. It is has determined the allocation of Third Party fees, if applicable, complies with applicable law.
3. If applicable, it has made or will make appropriate timely disclosures to participants regarding the allocation of Third Party fees described herein.
4. Newport shall have no responsibility to calculate or verify the fees of Third Party that are invoiced or directed to be paid pursuant to the Authorization.
5. The Authorization may be terminated at any time by Plan Sponsor upon written notice to Newport or automatically upon the termination of the Master Services Agreement between Plan Sponsor and Newport. If such Authorization is terminated as of a date other than the end of a quarter, Newport shall not be required to calculate, or pay any fees payable to Third Party on a pro-rated basis.
6. If any changes are made to the information in the Authorization, the Plan Sponsor shall immediately notify Newport in writing. Until such notification is received by Newport and until a new authorization that reflects the new information is executed by Plan Sponsor and Third Party, Newport shall continue to follow the terms of the Authorization. Changes to the information in the Authorization will be implemented by Newport as of the first day of the quarter immediately following the quarter in which a new Third-Party Billing Authorization or Advisor Information and Authorization form has been executed by Plan Sponsor. Newport shall have no liability for processing Third-Party fee payments in accordance with the terms of the Authorization and the Plan Sponsor agrees to indemnify and hold harmless Newport for any losses to which it may become subject in connection with any matter arising out of the Authorization, except to the extent such losses were the result of Newport’s gross negligence or willful misconduct in performing its obligations under the Authorization.
7. If a Third-Party fee payment is sent by Newport via ACH, the Third Party shall have fifteen (15) calendar days from the transfer date to review such ACH for accuracy. Upon the expiration of such fifteen (15) day period, Newport shall be forever released and discharged from all obligations and liability relating to such amount.
8. If a fee payment is made by Newport via check, then the fee applicable to such payment shall be considered to be paid in full as of the date that such check is cashed or deposited by the Third-Party.