



12345 El Monte Road
Los Altos Hills, CA 94022

403(b) INFORMATION SHARING AGREEMENT

This Information Sharing Agreement (“Agreement”) is made and entered into by and between Foothill-De Anza Community College District (“Plan Sponsor”) and the undersigned investment provider of products under the plan or of products permitted to receive transfers under the plan on or after September 25, 2007 (“Provider”).

Whereas: Final 403(b) regulations require the existence of an information sharing agreement between a 403(b) plan sponsor and a 403(b) product provider not later than January 1, 2009, for 403(b) products outside of the 403(b) plan to be eligible to receive transfers (referred to in final 403(b) regulations as “exchanges”) on or after September 25, 2007 (or such other date as may be established in regulations or other official government pronouncement); and,

Whereas: Those same regulations also contemplate active information sharing between providers of 403(b) products under the plan and the 403(b) plan sponsor; and,

Whereas: The purpose of such information sharing is to facilitate compliance, particularly in a multiple-provider arrangement, with applicable requirements under the Internal Revenue Code of 1986, as amended, and regulations thereunder, including requirements governing distribution restrictions and loan limitations; and,

Whereas: The Provider is prepared to make specific information sharing commitments to the Plan Sponsor as of the effective date below.

In consideration of the mutual terms and provisions contained herein, the Plan Sponsor and the Provider agree as follows:

1. Provider shall, on the effective date of this Agreement, make available to Plan Sponsor, in the frequency described in Section 2 hereof, the information intended to facilitate compliance with applicable plan requirements, including (i) information regarding loans, loan amounts and default status; (ii) information regarding hardship distributions; (iii) information on basis; and (iv) such additional information as may be mutually agreed between Plan Sponsor and Provider.

[Provider: describe how information is to be provided]

2. Provider shall make the information referenced in Section 1 available no less frequently than monthly.
3. Effective date of Agreement: This Agreement shall become effective on the date of the last signature below. The Plan Sponsor may waive the right to obtain certain information prior to January 1, 2009.
4. Distributions: Effective no later than January 1, 2009, and earlier if agreed by Provider and Plan Sponsor, before processing distributions from accounts associated with the plan following a participant’s severance of employment with the Plan Sponsor, Provider shall confirm such severance directly with the Plan Sponsor or from information provided by the Plan Sponsor.
5. Restrictions on transfers: Provider agrees to restrict transfers from accounts associated with the plan on or after September 25, 2007 to providers designated by the Plan Sponsor from time to time, including providers with products under the plan and providers with products outside the plan pursuant to information sharing agreements as required under applicable 403(b) regulations, and shall require a transferee provider to confirm that the transferred amount will be deposited into a qualifying account. Except as otherwise agreed by Provider and Plan Sponsor, Provider shall have no responsibility to verify a designation by the Plan Sponsor of another provider or its products as qualifying for such

transfers, and shall have no liability for actions taken in reliance upon either information or directions provided by the Plan Sponsor with respect to such transfers.

6. Term of Agreement: The Agreement shall remain in effect until terminated by Provider or Plan Sponsor with not less than 60 days' advance written notice to the other party. Provider's obligations hereunder with respect to accounts with positive balances under this Agreement shall survive such termination, however, and shall continue until either such accounts have been fully distributed (through one or more qualifying transfers or distributions, which could include a qualifying distribution of an annuity contract from the plan upon plan termination), or until Plan Sponsor and Provider have entered into a new agreement governing the accounts.
7. Effect on other agreements: This Agreement may be incorporated by reference or otherwise into a separate agreement governing services provided under the plan, provided however that this Agreement shall not modify the Plan Sponsor's obligations under such separate agreement without the written consent of the Plan Sponsor.

The Parties hereto have executed and delivered this Agreement as of the date of the last signature below.

Plan Sponsor:

Provider:

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date