



Hand Benefits & Trust Company

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**Automatic Rollover IRA Agreement  
Between Plan Fiduciary and IRA Provider**

**Re: Automatic Rollover of Terminated Participants with Vested Account Balances Subject to the Automatic Rollover Provisions of Section 401(a)(31)(B)(ii) and/or Missing Participant Accounts at Plan Termination**

By this Agreement, \_\_\_\_\_ (“Fiduciary”), as fiduciary of the \_\_\_\_\_ (“Plan”) and **Hand Benefits & Trust Company**, as IRA provider (“Provider”), hereby agree as follows:

- 1. Rollover of plan distribution.** Fiduciary, by direct rollover from the Plan, will distribute to Provider the interest of Participants in the Plan under the automatic rollover provisions of section 401(a)(31)(B) of the Internal Revenue Code or, pursuant to the safe harbor for distributions from terminated individual account plans as provided for by 29 CFR 2550.404a-3.
- 2. Establishment of IRA.** Provider will establish a rollover individual retirement account (“IRA”), as governed by the attached “Individual Retirement Account Custodial Agreements & Disclosure Statements”, to hold such amounts in the name of each Participant.
- 3. Investment of funds.** Provider will invest each rollover IRA in an investment product designed to preserve principal and to provide a reasonable rate of return. The goal of the investment product shall be to maintain, over the term of the investment, the dollar value equal to the amount invested by the rollover IRA. After the initial investment, the account owner will have the discretion to direct the investment or the account or to delegate such authority to another party upon execution of an agreement between the account owner and such other party.
- 4. Regulated financial institution.** Provider certifies that it is a state or federally regulated financial institution which is a bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by state guaranty associations; or an investment company registered under the Investment Company Act of 1940.
- 5. Comparable fees and expenses.** All fees and expenses with respect to each IRA (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses Provider charges for comparable IRAs established for reasons other than the receipt of an automatic rollover distribution. By execution of this agreement, Fiduciary authorizes Provider to collect the fees detailed on the Fee Schedule. A pro-rata share of the annual fee will be deducted each month. Provider may amend the Fee Schedule from time to time.
- 6. Enforceability by Participants.** Participants shall have the right to enforce the terms of this Agreement against Provider with regard to the account balance that is the subject of this Agreement.

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7. **Survival.** All of the provisions of this Agreement and any payment obligation of Fiduciary under this Agreement shall survive the dissolution of the Plan and/or the Fiduciary.
  
8. **Certification.** The undersigned certifies that the signatory is a Fiduciary and has the authority under the Plan to enter into this agreement and to execute documents on behalf of the Plan.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Fiduciary

\_\_\_\_\_  
Provider