



TIAA-CREF ONLINE THIRD PARTY REPRESENTATIVE ACCESS AUTHORIZATION/CHANGE FORM

THIRD PARTY SERVICES

This application allows you, on behalf of your institution (the "Sponsor"), to authorize the designated personnel (the "Third Party Representative") of a third party firm engaged by the Sponsor (the "Third Party Firm") to become users of TIAA-CREF's Administrator Services, which provides access to the secure Plan Administrator website at www.tiaa-cref.org/administrators and the Administrator Telephone Center ("ATC"). These resources will provide the information and tools you need to efficiently administer your retirement plans.

You can use this application to add or delete users from your institution's authorized users list, and upgrade or remove a user's access to online functionality.

To complete this application, the following definitions will be helpful. There are two Authorization levels:

PRIMARY AUTHORIZER

A Primary Authorizer is the Sponsor administrator who has the authority to add, edit and delete Third Party Administrators as well as other employees of the Sponsor who act as plan administrators. However, this form should not be utilized to appoint other Sponsor plan administrators. Please use the TIAA-CREF Online Administrator Services form for that purpose.

THIRD PARTY REPRESENTATIVE

A Third Party Representative is a person that has been approved by the Primary Authorizer to be a registered user of the secure Plan Administrator website in order to access Plan Financial Reports (the "Authorized User"). A Third Party Representative does not have the authority to add, edit or delete other Third Party Representatives to, or Primary Authorizers at, the Sponsor.

Once completed, please print, sign and fax, mail or e-mail to TIAA-CREF. Refer to page 6 for our fax number, mailing address and e-mail address.

Please note that missing signatures, incomplete or inaccurate information on this form will delay the adding/removal of access for Third Party Representative, which can impact/delay their ability to access your institution's data available on our secure Plan Administrator website.

TYPE OF THIRD PARTY REPRESENTATIVE

Indicate the authorization you are applying for:

Third Party Administrator

Consulting firm

Other





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SECTION 1: GENERAL INFORMATION

Please indicate whether you are applying as a Third Party Representative at your institution or if you are a Primary Authorizer and are replacing a current user.

Provide the general information requested in Section 1 for the administrator who is being authorized to use TIAA-CREF's Administrator Services. E-mail addresses will remain confidential and will not be shared with any external entities.

Check One

I am a Third Party Representative applying for online access as an Authorized User (Third Party Firm, Third Party Representative and Primary Authorizer must sign Section 6).

I am a Primary Authorizer of my institution and am deleting access to TIAA-CREF's Plan Administrator Services for a Third Party Representative. Please complete the application for the replacement user (if applicable) and indicate the user to be deleted in Section 5.

Prefix First Name Middle Initial

Last Name

Institution Name

Title Department

Street Address

City State Zip Code

Phone Number — — Extension

E-mail Address Fax Number



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SECTION 2: PLAN ACCESS

Indicate the plans you would like to access:

Authorize Access to all plans associated with my institution.

Authorize Access to only the following plans (must be six digits):

SECTION 3: ADMINISTRATOR SERVICES FUNCTIONS

Choose the applicable functions that apply to the user through the secure Plan Administrator website.

Online Contribution List – Create, edit and submit contribution lists online

File Exchange – Upload files (e.g., contribution remittance, enrollment, etc.)

Electronic Funds Transfer (EFT) – Remit contribution payments via Electronic Funds Transfer*

Enrollment – Enable employees to enroll themselves online, enroll employees yourself (group plans) and create an online salary reduction agreement.

Plan Reporting – Run/schedule/download reports about your plans and obtain Plan Financial reports.

The following functions are activities that are performed “offline”:

Distribution Contact – Authorize participant distributions

Compliance Contact – Authorize plan compliance corrections

Other (please specify)

The following functions are applicable only for plan administrators supported by the Administrator Telephone Center.

Administrator Telephone Center (“ATC”) Access – Contact the Administrator Telephone Center (“ATC”) on behalf of your institution’s plans:

Standard – limited to general inquiries and requests (non-confidential data) and ordering supplies and forms

*EFT authorization requires completion of the EFT Authorization Form found on the TIAA-CREF Plan Administrator website at tiaa-cref.org/administrators.



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SECTION 4: SECURITY QUESTION AND ANSWER (REQUIRED)

Please choose a security question and provide your answer. This will be used for authentication when you call TIAA-CREF.

- What is your mother's maiden name?
- What is the city/town where you were born?
- What is the name of the street you grew up on?
- What is your favorite sports team?
- What is the name of your pet?

Your Answer

Name of the Sponsor

Name of the Third Party Firm

Third Party Representative's Name

SECTION 5: DELETE AN EXISTING USER

This section is to be completed by a Primary Authorizer.

Please indicate any Third Party Representative(s) who should be deleted from your organization's list of Authorized Users. We will redirect all appropriate correspondence and information to any replacement Third Party Representative listed in Section 1.

Please delete the following individual(s) from our institution's list of Authorized Users:

Name

Company

E-mail Address

Telephone Number

 - -

CONTINUED ON NEXT PAGE



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SECTION 5: DELETE AN EXISTING USER (CONTINUED)

Name	<input type="text"/>	Company	<input type="text"/>
E-mail Address	<input type="text"/>	Telephone Number	<input type="text"/> — <input type="text"/> — <input type="text"/>
Name	<input type="text"/>	Company	<input type="text"/>
E-mail Address	<input type="text"/>	Telephone Number	<input type="text"/> — <input type="text"/> — <input type="text"/>

SECTION 6: SIGNATURES (REQUIRED)

If you are unsure of who your Primary Authorizer is for your institution please contact the Administrative Telephone Center at **888 842-7782**.

Please read the Security Guidelines on page 7. All signatories must agree to abide by these Guidelines. Please note that missing signatures, incomplete or inaccurate information on this form will delay the adding/removal of access for the Third Party Representatives, which can impact/delay their ability to access your institution's data available on our secure Plan Administrator website.

I hereby represent that I am an officer of the Third Party Firm authorized to bind the Third Party Firm, that I have read and that the Third Party Firm will comply with the Terms and Conditions set forth in this application.

Name of Third Party Firm (Print)(REQUIRED)

Name of Authorized Officer of the Third Party Firm

Phone Number

 — —

Extension

E-mail Address

Signature

Date (mm/dd/yyyy)

 / /

CONTINUED ON NEXT PAGE



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SECTION 6: SIGNATURES (CONTINUED)

I have read, and will comply with, the Terms and Conditions set forth in this application.

Third Party Representative's Name (Print)(REQUIRED)

Phone Number

 — —

Extension

E-mail Address

Signature

Date (mm/dd/yyyy)

 / /

I approve adding/removing Administrator Services access for the Third Party Representative(s) listed on pages 4 of this application and agree that I have read, and will comply with, the Terms and Conditions set forth in this application.

Note: Please sign and date the form **only** after the third party signs this form. We will not accept this form unless the date you sign this form is on or after the date the third party signs this form.

Primary Authorizer Name (Print)(REQUIRED)

Phone Number

 — —

Extension

E-mail Address

Signature

Date (mm/dd/yyyy)

 / /

RETURN COMPLETED APPLICATION(S) USING ONE OF THESE METHODS

Fax to
800 842-5916

Mail to
TIAA-CREF
P.O. Box 1259
Charlotte, NC 28201

E-mail
paservices@tiaa-cref.org

Be sure to send all pages together. TIAA-CREF will notify you once this Application has been processed.

Any information missing on this application will delay processing. If you have any questions about how to fill out this form or if you need to know who the Primary Authorizer is, please call the Administrator Telephone Center at 888 842-7782.

NOTE: You may download additional copies of this application from the TIAA-CREF Plan Administrator website at www.tiaa-cref.org/administrators.



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SECURITY GUIDELINES

The Administrator Services developed by TIAA-CREF allow authorized users of an institution to access certain information relating to such institution's participants' TIAA-CREF accounts and accumulations for the purpose of plan administration or counseling employees.

THE INFORMATION OBTAINED THROUGH THESE SERVICES IS EXTREMELY SENSITIVE AND HIGHLY CONFIDENTIAL, AND AUTHORIZED USERS OF THESE SERVICES AGREE TO MAINTAIN THE SECURITY OF THE SERVICES AND THE CONFIDENTIALITY OF THE INFORMATION DISCLOSED IN THE PLAN ADMINISTRATOR WEBSITE.

USE OF THESE SERVICES SIGNIFIES YOUR AGREEMENT TO COMPLY WITH THESE SECURITY GUIDELINES, AND TIAA-CREF RESERVES THE RIGHT TO REVOKE ACCESS TO THESE SERVICES FOR ANYONE WHO VIOLATES THESE GUIDELINES.

From time to time, authorized representatives of TIAA-CREF may monitor the use of these services by authorized users; authorized users should not expect their use of the services to remain private and agree that TIAA-CREF may monitor and/or disclose their activity.

TIAA-CREF will revoke access for any authorized user who engages in improper conduct with regard to these services or the information obtained through the services. Examples of improper conduct include:

- Deliberately bypassing or probing security measures
- Disclosing or failing to protect any information contained in the website or disclosed by the ATC
- Failure to maintain the confidentiality of the security question and answer or the user ID and password
- Sharing the security question and answer, the user ID or password with any other individual
- Sharing or distributing proprietary or copyrighted software
- Using these services in connection with any unauthorized, illegal, fraudulent or unethical activities, or activities that may be embarrassing or detrimental to TIAA-CREF
- Introducing or attempting to introduce viruses into TIAA-CREF's systems
- Transmitting encrypted materials in violation of applicable laws, including but not limited to privacy and export laws

TIAA-CREF will not be held liable for the misuse of these services. In the event you or any authorized user terminates employment with, or consulting services for, your institution, TIAA-CREF requests that you notify us immediately and we will revoke these services.

DISCLAIMER OF WARRANTIES

Neither TIAA, the Primary Authorizer, the Sponsor, the Third Party Firm nor the Authorized User (each, a "Party") makes any warranties, expressed or implied, concerning any subject matter of this Agreement, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

LIMITATION OF LIABILITY

Except with respect to a Party's confidentiality, privacy, and security obligations under this Agreement, in no event will any Party be liable to any other Party for any special, indirect, incidental, punitive or consequential damages (including loss of use, data, business, or profits) arising out of or in connection with this Agreement, including without limitation, any damages resulting from any delay, omission or error in the electronic transmission or receipt of data pursuant to this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, and whether or not a Party has been advised of the possibility of such loss or damage.



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INDEMNITY

The Sponsor (the “Indemnifying Party”) agrees to indemnify and hold TIAA (the “Indemnified Party”) harmless for any claims or demands, including costs, expenses and reasonable attorney’s fees due to: (a) unauthorized access to or misuse of the data facilities of the Indemnified Party through the Indemnifying Party’s data facilities or equipment; or (b) the misuse of information obtained through the Indemnified Party’s data facilities by the Indemnifying Party or any of its employees, agents, contractors, Authorized Users, Third Party Administrators, consulting firms, or other persons (whether authorized or unauthorized). The Indemnifying Party agrees to defend the Indemnified Party against any such claims or demand.

CONFIDENTIALITY

The Parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the other’s technology, products and clients that is confidential and of substantial value to that Party, or which constitutes personal information protected under privacy laws (“Personal Information”), which value would be impaired if such information were disclosed to third parties or, in the case of Personal Information, the security of which is subject to privacy laws (“Confidential Information”).

Each Party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it or exposed by the other Party. Each Party will take every reasonable precaution to protect the confidentiality of such Confidential Information and, with respect to Personal Information, shall comply with all applicable privacy laws. Upon request by the receiving Party, the disclosing Party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving Party acknowledges that unauthorized use or disclosure thereof could cause the disclosing Party irreparable harm that could not be compensated by monetary damages. Accordingly each Party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party’s Confidential Information. Except with respect to Personal Information, the receiving Party’s obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a Third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party. As between the receiving Party and the disclosing Party, the confidentiality obligations herein shall apply to Personal Information regardless of whether any of the information satisfies the exceptions to confidentiality set forth in the immediately preceding sentence. This confidentiality obligation shall survive the termination or expiration of this Agreement.

Each of the Parties will safeguard the information accessed or transmitted between them under this Agreement as Confidential Information, highly sensitive data and not disclose it to any third party. The information transmitted between the Parties pursuant to this Agreement will be limited to only such data as is necessary to carry out the Authorized Party’s obligations to the Plan Administrator. Should any Party access information that is outside such scope, such Party shall immediately notify the other Parties of the discovery but will be bound by the confidentiality provisions hereof in all respects with respect to such information.

For Internal Use
OPS – PLNFRMERS