



# Broadridge®

Broadridge Fi360 Solutions  
2 Chatham Centre  
Pittsburgh, PA  
15219 [www.fi360.com](http://www.fi360.com)

## ***WE MAY ALREADY HAVE YOUR DATA!***

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Please note, you should not complete or submit the attached authorization form if you are with a **Broker Dealer or RIA aggregator**. Contact [fi360integrations@broadridge.com](mailto:fi360integrations@broadridge.com) to see if your firm has already been approved for this integration.

### **Things you should know.**

1. This is a Firm Level Authorization ONLY. The person in your firm responsible for Third Party Authorization will need to complete this form.
2. Please make sure you are using the Firm Name you use for business with this record keeper please note if you use more than one name you will need to complete a form for each business name represented.
3. We receive a monthly file from Transamerica that contains month end values. This data is typically received during the 3rd week of the month following month end.
4. Please be sure to enter your CRD number under the [integrations tab](#). This helps us at Fi360 keep track of your request.
5. Scan this copy and email it to [brian.nickolenko@transamerica.com](mailto:brian.nickolenko@transamerica.com), [michael.kutcher@transamerica.com](mailto:michael.kutcher@transamerica.com), [melanie.bradley@transamerica.com](mailto:melanie.bradley@transamerica.com), and please copy [Fi360Integrations@broadridge.com](mailto:Fi360Integrations@broadridge.com).
6. If you do not see your integration feed within 6 weeks please reach out to [Fi360integrations@broadridge.com](mailto:Fi360integrations@broadridge.com) for an update.

**PLAN INFORMATION SHARING AUTHORIZATION  
AND  
PRIVACY AGREEMENT**

This AGREEMENT, effective as of the date written below (the "Effective Date"), is made by and among \_\_\_\_\_, and each of its affiliates listed in Exhibit A attached hereto (the "Distributor") and Transamerica Retirement Solutions, LLC ("Transamerica") (a "Party" or collectively, the "Parties"). All references to Distributor, including all representatives, warranties and obligations made by Distributor shall apply to each Affiliate listed on Exhibit A.

WITNESSETH:

WHEREAS, employers ("Employers" or "Employer") sponsor retirement plans on behalf of its employees and their respective beneficiaries;

WHEREAS, Employers have retained Transamerica to provide retirement plan recordkeeping and administrative services to Employer sponsored retirement plan(s) (the "Plan" or "Plans");

WHEREAS, Distributor is a (i) broker-dealer registered with the Securities and Exchange Commission ("SEC") and member of the Financial Industry Regulatory Authority ("FINRA"), and/or (ii) an SEC-registered investment adviser, and Distributor, and serves as the broker-of-record or advisor-of record and agent with respect to Employer and the Plans;

WHEREAS, Distributor requires from time-to-time certain updated Plan-level and/or employee-level account related information and data (the "Information") in order to provide services to the Employers;

WHEREAS, Employers have authorized Distributor to access, receive and aggregate the Information through Distributor's vendor, which is listed on the signature page hereof ("Service Provider"); and

WHEREAS, Distributor wishes to authorize Transamerica to release such Information to the Service Provider, subject to the conditions and requirements set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **DISTRIBUTOR AUTHORIZATION:** Distributor represents that each Employer of the Plans has expressly authorized it to access, receive and aggregate the Information and to utilize and engage Service Provider. Distributor hereby authorizes Transamerica to release to Service Provider such Information as required by Service Provider or Distributor to provide services to the Employer. The Service Provider may access the Information through proprietary online systems maintained by Transamerica, through such other secure means as may be provided by Transamerica, or via secure transmission from Transamerica to the Service Provider via the NSCC. This authorization may be revoked by the Distributor at any time upon advance written notice to Transamerica. A copy of such notice shall be delivered concurrently by the Distributor to the Service Provider. Nothing in this Agreement shall be construed as requiring Transamerica to provide the Information to the Service Provider after the revocation of this authorization or the termination of this Agreement.
2. **PRIVACY OF INFORMATION:** Distributor hereby acknowledges and agrees that the Information made available by Transamerica hereunder may be deemed "nonpublic personal information" and "identifying information" under the Gramm-Leach-Bliley Act (Pub. L. 106-102), Regulation S-P (17 CFR 248), the Fair and Accurate Credit Transactions Act of 2003 (Pub. L. 108-159), California Consumer Privacy Act of 2018 (Title 1.81.5 of the California Civil Code, Sections 1798.100-1798.199), New York State Cybersecurity Requirements for Financial Services Companies (23 NYCRR 500), and the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts (201 CMR 17), and the rules and regulations promulgated thereunder (collectively "Privacy Laws"), each as may be amended from time to time. Distributor hereby agrees not to disclose or use such information except as required to carry out its duties

with respect to the Plans, (2) to establish and maintain procedures reasonably designed to assure the security and privacy of all such Information, (3) to carry out its duties with respect to the accounts under the Plan in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft; (4) to ensure the proper disposal of the Information when such disposal is required or permitted, and (5) to cooperate with Transamerica and provide reasonable assistance in ensuring compliance with such Privacy Laws to the extent applicable to any or all of the parties in whole or in part. These covenants by Distributor shall survive the termination of this Agreement.

3. UNAUTHORIZED RELEASE: Distributor acknowledges and agrees that the Unauthorized Release of the Information could cause harm to the business reputation of either or both Employer and Transamerica. Distributor will cause the representative(s) and its Service Provider engaged in providing the services to not take any action or omission which reflects adversely on the business reputation of Transamerica or the Employer. In the event of any Unauthorized Release or breach of the Information, Distributor agrees to timely notify Employer and Transamerica of such event, but in no event less than twenty-four (24) hours of discovery of such Unauthorized Release by the Distributor and/or the Service Provider, and provide to both Employer and Transamerica reasonably detailed information regarding such event (including Distributor and Service Provider's response to the event) and, as permitted or required by law, assist Employer and Transamerica in identifying and notifying any of Employer's employees (or their beneficiaries) whose Information was subject to the Unauthorized Release, access or use. Employer and Distributor will be jointly and severally liable for any and all costs and expenses incurred by Transamerica related to an Unauthorized Release.

For purposes of this Section, "Unauthorized Release" means: (i) any circumstance pursuant to which Privacy Laws or Transamerica's privacy policy requires notification be given to affected parties, interested parties (including, but not limited to regulators or state officials), or other activity in response to such circumstance; or (ii) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to permit unauthorized use, disclosure or acquisition of or access to any Information.

4. SECURITY. Distributor agrees that:
- (A) Distributor will, and will require its Service Provider to, use reasonable precautions to protect and prevent the unintentional disclosure of Information.
  - (B) Distributor shall, and will require its Service Provider to, use, store, maintain, process, transmit, dispose of, comply with, and protect such Information in accordance with Privacy Laws.
  - (C) Distributor maintains, and will require its Service Provider to maintain, a comprehensive written information security program that contains administrative, technical, and physical safeguards based on accepted industry practices including, without limitation, and are consistent with the International Organization for Standardization's standards: ISO 27000 series, the Control Objectives for Information and related Technology (COBIT) standards and other applicable industry standards for information security (e.g., NIST 800 series) (the "Security Program").
  - (D) That the Distributor and its Service Provider's Security Program are designed to:
    - (i) protect the confidentiality, integrity, and availability of Information;
    - (ii) protect against anticipated threats or hazards to the security, confidentiality, integrity and/or availability of Information;
    - (iii) protect against any unauthorized access, disclosure, or use of Information;
    - (iv) address computer and network security;
    - (v) address physical security;
    - (vi) address business continuity and disaster recovery;
    - (vii) address a security incident response program; and
    - (viii) provide for the secure destruction and disposal of Information (ix) comply with Privacy Laws.
  - (E) The Security Program will be maintained in accordance with all applicable laws, including but not limited to Privacy Laws.

(F) Distributor shall require its contractors who provide services on its behalf and who may have access to Information ("Contractors") to develop, implement, and maintain a written security program applying standards and safeguards comparable to the Security Program and otherwise meet the obligations of this Agreement. Distributor shall instruct, and require its Service Provider to instruct, all employees and Contractors as to the obligations set forth herein and shall be responsible for their compliance with these requirements. To the extent Distributor fails to meet the obligations of this Section 4, Distributor agrees that any such failure will be subject to their indemnity obligations as set forth in Section 9 of this Agreement.

5. COMPLIANCE WITH LAWS: Distributor shall, and shall cause Service Provider to, fully comply with any and all applicable legal requirements with respect to the use of the Information, and will establish such rules and procedures as may be necessary to cause diligent supervision of the activities of the representative(s). Upon request by Transamerica or the Employer, Distributor shall furnish such appropriate records as may be necessary to establish such diligent supervision. This provision shall survive the termination of this Agreement.
6. ASSIGNMENT: Neither this Agreement nor any of its benefits may be assigned by Distributor without the written consent of Transamerica or Employer and any assignment of this Agreement or the obligations hereunder shall not be valid if made without such written consent.
7. MODIFICATIONS: Any modifications of this Agreement must be in writing and signed by an authorized officer of Distributor and Transamerica.
8. TERMINATION: This Agreement may be terminated by Distributor or Transamerica upon written notice to the last known address of the other Party. Upon termination, and if requested by Transamerica or the Employer, Distributor shall return, and shall cause Service Provider to return, all Information in its possession to Transamerica or, in the absence of such request, provide for the destruction of such Information and provide verification of such destruction to Transamerica or Employer.
9. INDEMNIFICATION: Distributor agrees to indemnify and hold harmless Transamerica, its affiliates, officers, employees and agents against any claim of liability (including reasonable attorney fees) based on Distributor's or Service Provider's negligence, gross negligence, omission, malfeasance, breach of the terms of this Agreement, inaccuracy of any representations hereunder, or misfeasance in connection with its use of the Information. This provision shall survive the termination of this Agreement.
10. TRANSAMERICA'S RELIANCE ON DISTRIBUTOR'S INSTRUCTIONS. The Parties agree that Transamerica may rely upon the requests and instructions received from Distributor regarding the sharing of Information with Service Provider and Distributor as set forth in this Agreement, and that Transamerica has no responsibility, obligation or for determining or failing to determine the appropriateness of any such requests or instructions. Distributor hereby agrees to indemnify and hold harmless Transamerica and its affiliates, and their respective directors, officers, agents and employees from any claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses including, without limitation, reasonable attorneys' fees, arising from Transamerica's responses to such requests and instructions. Distributor represents that it has authority to sign this Agreement listed on behalf of each Affiliate listed in Exhibit A.
11. NOTICE: In the event notice is required by a Party to another Party under this Agreement, such notice shall be provided by any reasonable means at the Parties' respective addresses then known.
12. INTEGRATION: With respect to Transamerica, this Agreement shall supersede any prior related agreement between the Distributor and Transamerica concerning the privacy of the Information, and any such agreements are hereby terminated.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
14. COUNTERPARTS: This Agreement may be signed in one or more counterparts, and each signed counterpart shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of \_\_\_\_\_  
executed on the date last below written.

**TRANSAMERICA RETIREMENT SOLUTIONS, LLC**

**By:** \_\_\_\_\_

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

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

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

**DISTRIBUTOR:**

\_\_\_\_\_, **signed on its own behalf  
and as agent of and on behalf of Affiliates listed on Exhibit A**

**By:** \_\_\_\_\_

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

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

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

**Name of  
Service Provider:** \_\_\_\_\_

**EXHIBIT A  
TO  
PLAN INFORMATION SHARING AUTHORIZATION  
AND  
PRIVACY AGREEMENT**

**LIST OF DISTRIBUTOR AFFILIATES**

The following entities are controlled by, controlling or under common control with Distributor (“Affiliates”).

	<b>Name of Affiliate</b>	<b>CRD Number</b>
1.		
2.		
3.		
4.		