

Matrix Trust Company

Online Access User Agreement and Disclosure Statement

This Online Access Service Agreement (this “Agreement”) is made as of _____, 2____ (“Effective Date”), by and between Matrix Trust Company (“Matrix Trust”), having an address at 717 17th Street, Suite 1300, Denver, Colorado 80202 and _____ (“Plan Sponsor”) for _____ (name of plan or trust), having an address at _____.

1. **Definitions:**

Authorized User means a trustee, Plan Sponsor, or employee or agent of Plan Sponsor who is authorized by Plan Sponsor and Matrix Trust to access the Matrix Trust Plan Sponsor Website solely for internal business purposes.

2. **Services Provided:** Matrix Trust agrees to provide Authorized Users access to view and print specified account holdings and transaction information for Plan Sponsor’s accounts via a customized website. Matrix Trust agrees to grant Authorized User a non-exclusive non-transferable access to the Custom Designed Website solely for the limited purpose of providing access to Plan Sponsor’s account information. Nothing herein shall give any ownership rights to the Custom Designed Website. The Website is the sole property of Matrix Trust and Innovest Systems, LLC.

3. **Accessing the Service:** Authorized User shall have access to the website only via a protected Password mechanism. The Password granted to Authorized Users is unique to each user and may not be shared with other users, whether authorized or non-authorized. Passwords shall be provided only by Matrix Trust. The Plan Sponsor shall be solely responsible for requesting Matrix Trust to provide a Password to be used by Authorized Users. Plan Sponsor shall be solely responsible for the protection of such Passwords to ensure that only Authorized Users access the Website. Plan Sponsor shall ensure that all Authorized Users comply with the terms and conditions of this agreement, and shall be solely responsible for any failure by the Authorized Users to do so. Because the provided Password can be used to access sensitive account information, all Authorized Users should treat the Password with the same degree of care and confidentiality that they use to protect other sensitive financial data. All Authorized Users agree to not give the Password, or make it available, to any person not authorized to access the website. Further, Plan Sponsor agrees to notify Matrix Trust immediately, should any previously authorized user become ineligible for access, so that the password may be deactivated.

4. **Limitation of Liability:** Matrix Trust is not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential, exemplary, economic, or otherwise, caused by the use of the Website or the unauthorized access of the Website.

5. **Exclusions of Warranties:** You agree that we are providing the Website access on an “as is” basis without any warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

6. **Assignment:** You may not assign this Agreement, or any of your rights or responsibilities under this Agreement to any other party. We may assign the Agreement or any or all of our rights and/or responsibilities under this Agreement or delegate any or all of such rights and responsibilities to any third party or parties.

In witness whereof, the undersigned have duly executed the Agreement by their duly authorized officers.

Plan Name _____

Matrix Trust Company

Plan Sponsor/Authorized Signor Name

Signature_____

Title_____

Signature_____

Date_____

Title_____

Date_____

List of Authorized Users:

Name:

e-mail address:
