

IRA AND 403(B) FEE AGREEMENT



Agreement Terms

The Accountholder named below (“Accountholder”) has entered into a written agreement (the “Advisory Agreement”) with the Advisor to provide certain services with respect to the Account identified below (the “Account”). The Accountholder requests that MFS Heritage Trust Company as Trustee or Custodian of the Account (the “MHTC”), pay to the Advisor directly from the Account by redeeming a number of shares sufficient to yield the Advisor’s fees (the “Fees”) to which the Advisor and the Accountholder have agreed in the Advisory Agreement. The MHTC agrees to make such payment on the following terms and conditions, to which all parties of this Service Fee Agreement (“Agreement”) agree:

- (1) The Accountholder hereby directs MHTC to pay the Fees by redeeming a number of shares sufficient to yield the Fees directly from the Account upon MHTC’s receipt of these instructions. The Accountholder assumes full and sole responsibility for monitoring, evaluating, and negotiating the Fee. The Accountholder represents that the Advisory Agreement is in full force and effect.
- (2) The Accountholder and the Advisor represent that the Advisory Agreement provides that the Account is solely liable for the payment of the Fees and that the Accountholder will not pay the Fees directly at any time. The Accountholder has reviewed this with Counsel and both represent and warrant to MHTC and MFS Fund Distributors, Inc. (“MFD”) that the payment of the Fees to the Advisor is not a reportable event for any tax purposes, and therefore, no additional tax reporting is required.
- (3) Neither MHTC nor MFD, nor any affiliate of either, shall have any responsibility or liability with respect to the Fees, other than to pay them in a timely manner by redeeming a number of shares sufficient to yield the Fees from the Account in accordance with these instructions and any subsequent written notice of modification or termination of the Advisory Agreement received in a timely fashion by MHTC or MFD. Because MHTC hereby agrees to pay the Fees, subject to all terms contained in this Agreement, the obligation to pay such Fees shall be deemed to be an obligation of the Account incurred by MHTC for purposes of the IRA Trust Agreement or 403(b) Custodial Agreement.
- (4) Neither MHTC nor MFD, nor any affiliate of either, have made any representations or shall have responsibility or liability for the tax treatment or consequences of the payment of Fees from the Account.
- (5) Neither MHTC nor MFD, nor any affiliate of either, recommends or endorses the Advisor or these services offered by the Advisor, nor do they in any way participate in such services or the selection or retention of the Advisor.
- (6) The Accountholder and the Advisor, in order to induce MHTC, MFD, and the affiliates (including parent or subsidiary corporations) of each and each of their directors, employees, officers, and agents (the “Indemnitees”) to redeem the number of shares sufficient to yield the Fees directly from the Account and pay them to the Advisor hereby agree to indemnify each such Indemnitee and hold each of them harmless from and against any loss, liability, cost or expense (including, without limitation, counsel fees and expenses in connection with the contest or settlement of any claim) that any one of them might incur or sustain, or discover that they have incurred or sustained, by reason of any claim or claims which may be made against any of them as a result of the performance of their obligations described above. This provision shall survive termination of this Agreement for any reason.
- (7) This Agreement shall be governed by the laws of the State of New Hampshire, except to the extent it may be preempted by federal law.

Each party shall indicate its Agreement with the terms and conditions of this Agreement by executing in the space provided. Once this Agreement is properly executed by all of the parties, it shall be effective as of the date it is executed by the Accountholder.

1. Accountholder Instructions

This agreement must be executed each time a redemption is requested from an MFS IRA Account or MFS 403(b) Account.

Choose one: MFS IRA Account MFS 403(b) Custodial Account

ACCOUNT HOLDER NAME

SOCIAL SECURITY NUMBER

In accordance with the above Agreement, please redeem \$ _____ from

(Fund name and account number) _____

And make check payable to:

ADVISOR COMPANY NAME

ADVISOR'S ADDRESS

CITY

STATE

ZIP CODE

CONTACT PERSON

PHONE NUMBER

2. Authorization

SIGNATURE OF AUTHORIZED PERSON AT ADVISOR'S FIRM

DATE (MM/DD/YYYY)

PRINT NAME

ACCOUNT HOLDER SIGNATURE

DATE (MM/DD/YYYY)

PRINT NAME

Medallion Signature Guarantee

A Medallion Signature Guarantee is required for all requests.

AFFIX GUARANTEE HERE*

*The signature(s) must be guaranteed by an eligible bank, broker, dealer, credit union, national securities exchange registered securities association, clearing agency, or savings association. Signature guarantees shall be accepted in accordance with policies established by MFSC. Notarization by a Notary Public is not acceptable in lieu of a signature guarantee provided by one of the eligible guarantor institutions listed above

If you have any questions about this form, please contact the Retirement Plans Service Department at 1-800-637-1255 any business day.

Mail completed form to:

Regular mail

MFS Service Center, Inc.
P.O. Box 219341
Kansas City, MO 64121-9341

Overnight mail

MFS Service Center, Inc.
801 Pennsylvania Ave, Suite 219341
Kansas City, MO 64105-1307