



## Participant Enrollment Governmental 457(b) Plan

### Unified School District No.259 Deferred Compensation Plan

744213-01

#### Participant Information

Last Name			First Name			MI		
(The name provided MUST match the name on file with Service Provider.)								
Mailing Address								
City			State			Zip Code		
( ) ( ) ( )			( ) ( ) ( )					
Home Phone			Work Phone					

Social Security Number								
E-Mail Address								
<input type="checkbox"/> Married			<input type="checkbox"/> Unmarried			<input type="checkbox"/> Female <input type="checkbox"/> Male		
Mo	Day	Year	Mo	Day	Year			
Date of Birth			Date of Hire					
Annual Income (Required for PortfolioPlus enrollment)								

☐ Check box if you prefer to receive quarterly account statements in Spanish.

Do you have a retirement savings account with a previous employer or an IRA? ☐ Yes ☐ No

Would you like help consolidating your other retirement accounts into your account with Empower Retirement?\* ☐ Yes, I would like a representative to call me at phone # \_\_\_\_\_ to review my options and assist me with the process. The best time to call is \_\_\_\_\_ to \_\_\_\_\_ A.M./P.M. (circle one - available 8 a.m. to 10 p.m. Eastern time). \*Rollovers are subject to your Plan's provisions.

#### Payroll Information

- ☐ I elect to contribute \$\_\_\_\_\_ (up to \$20,500.00) per pay period of my compensation as Before Tax contributions to the Governmental 457(b) Plan until such time as I revoke or amend my election.
- ☐ I elect to contribute \$\_\_\_\_\_ (up to \$20,500.00) per pay period of my compensation as Roth contributions to the Governmental 457(b) Plan until such time as I revoke or amend my election.

Payroll Effective Date: \_\_\_\_\_  
Mo Day Year

Payroll Center Name	Payroll Center Number
---------------------	-----------------------

#### PortfolioPlus Information

The PortfolioPlus provided by Retirement Plan Advisors, LLC will automatically direct your investment elections and will rebalance your account periodically, as necessary. This election will be effective as soon as administratively feasible following receipt of your completed enrollment form and signed Advisory Services Agreement. By electing PortfolioPlus, you agree to the fees associated with this service and understand the fees will be deducted from your account in accordance with the attached Advisory Services Agreement. If you prefer to make your own investment decisions and not participate in this service, simply select the Select My Own Investment Options box and enter your investment instructions in the Investment Option Information section.

#### PortfolioPlus:

- ☐ By checking this box, I elect to have my account professionally managed by Retirement Plan Advisors, LLC until such time as I cancel my enrollment in the service.

-OR-

Last Name

First Name

M.I.

Social Security Number

Number

**Select My Own Investment Options:**☐ I elect to direct my own investments.

I understand and agree that my employer and other Plan fiduciaries will not be liable for the results of my personal investment decisions.

Make your investment election for future deposits in the Investment Option Information section.

**Do not complete this section if you are electing to enroll in the PortfolioPlus.**

**Investment Option Information (applies to all contributions)** - Please refer to your communication materials for information regarding each investment option.

I understand that funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.

INVESTMENT OPTION			INVESTMENT OPTION		
NAME	TICKER CODE	%	NAME	TICKER CODE	%
Virtus AllianzGI Emerging Markets Opps A....	N/A	S8343B	Invesco Equity and Income A.....	N/A	S4024A
Goldman Sachs Intl Sm Cp Insights A.....	N/A	S7963B	Oakmark Equity And Income Investor.....	N/A	S4227C
Hartford International Opp HLS IA.....	N/A	S2069A	T. Rowe Price Retirement Balanced Adv.....	N/A	S0878B
Hartford Healthcare HLS IA.....	N/A	S1195C	T. Rowe Price Retirement 2010 Advisor.....	N/A	S2428B
American Century Small Cap Value Inv.....	N/A	S4767A	T. Rowe Price Retirement 2015 Advisor.....	N/A	S8363B
Baron Small Cap Retail.....	N/A	S4743A	T. Rowe Price Retirement 2020 Advisor.....	N/A	S6798B
T. Rowe Price QM US Small-Cap Gr Eq.....	N/A	S2361C	T. Rowe Price Retirement 2025 Advisor.....	N/A	S2264C
MM Russell 2000 Small Cap Index R5.....	N/A	S5046B	T. Rowe Price Retirement 2030 Advisor.....	N/A	S4511B
Hartford MidCap HLS IA.....	N/A	S2396A	T. Rowe Price Retirement 2035 Advisor.....	N/A	S7812A
Victory Sycamore Established Value A.....	N/A	S0821B	T. Rowe Price Retirement 2040 Advisor.....	N/A	S8046A
MM S&P Mid Cap Index R5.....	N/A	S0698C	T. Rowe Price Retirement 2045 Advisor.....	N/A	S5558B
American Century Equity Income Inv.....	N/A	S3623A	T. Rowe Price Retirement 2050 Advisor.....	N/A	S6717B
American Century Ultra(R) Inv.....	N/A	S2122A	T. Rowe Price Retirement 2055 Advisor.....	N/A	S8442B
MM S&P 500 Index R5.....	N/A	S9397B	Hartford Total Return Bond HLS IA.....	N/A	S1752A
Hartford Core Equity A.....	N/A	S7492B	MassMutual High Yield Svc.....	N/A	S8172A
Hartford Dividend and Growth HLS IA.....	N/A	S1805A	Western Asset Core Bond FI.....	N/A	S4552A
Hartford Disciplined Equity HLS IA.....	N/A	S2925A	General Account.....	N/A	THBJA3
			<b>MUST INDICATE WHOLE PERCENTAGES</b>		
			<b>= 100%</b>		

**Participation Agreement**

**Withdrawal Restrictions** - I understand that the Internal Revenue Code (the "Code") and/or my employer's Plan Document may impose restrictions on transfers and/or distributions. I understand that I must contact the Plan Administrator to determine when and/or under what circumstances I am eligible to receive distributions or make transfers.

**Investment Options** - If I elect to direct my own investments, I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have investment options established under the Plan as specified in the Investment Option Information section. I understand and agree that this account is subject to the terms of the Plan Document. I understand and acknowledge that all payments and account values, when based on the experience of the investment options, may not be guaranteed and may fluctuate, and, upon redemption, shares may be worth more or less than their original cost. I acknowledge that investment option information, including prospectuses, disclosure documents and Fund Profile sheets, have been made available to me and I understand the risks of investing.

I understand if I elect to have my account managed by Retirement Plan Advisors, LLC, that my entire account, including any transfers or rollovers, will be professionally managed and I have not completed the Investment Option Information section. In the event investment option information is completed, my election to have my account professionally managed will override my investment option elections. Dollar cost averaging and asset allocation are not available if my account is professionally managed. I understand that the applicable fees will be deducted from my account. In order to enroll in the PortfolioPlus, I understand that I must provide my date of birth, gender, marital status, state of residence and annual income. If any of this information is not provided, I understand that I will not be enrolled in the PortfolioPlus.

**Compliance With Plan Document and/or the Code** - I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of the Plan Document and/or the Code. I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred.

**Incomplete Forms** - I understand that in the event my Participant Enrollment form is incomplete or is not received by Service Provider at the address below prior to the receipt of any deposits, I specifically consent to Service Provider retaining all monies received and allocating them to the default investment option selected by the Plan. If no default investment option is selected, funds will be returned

to the payor as required by law. Once an account has been established on my behalf, I understand that I must call the Voice Response System or access the Web site in order to transfer monies from the default investment option. Also, I understand all contributions received after an account is established on my behalf will be applied to the investment options I have most recently selected.

**Account Corrections** - I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 days, account information shall be deemed accurate and acceptable to me. If I notify Service Provider of an error after this 90 days, the correction will only be processed from the date of notification forward and not on a retroactive basis.

**PortfolioPlus Fee** - If you elect the PortfolioPlus, a quarterly fee will be assessed. If you wish to cancel your enrollment in the future please call your Plan's Voice Response System number.

## Signature(s) and Consent

### Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment form including the terms of the PortfolioPlus Agreement. I understand that Service Provider is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, Service Provider cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC Web site at:

<http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

### Participant Signature

### Date

*A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.*

### Authorized Plan Administrator Approval

### Authorized Plan Administrator Signature

### Date

*A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.*

### Print Full Name

**After all signatures have been obtained, this form can be:**

**Uploaded electronically to:**

Login to account at

**empowermyretirement.com**

Click on *Upload Documents* to submit

**OR**

**Sent regular mail to:**

Empower Retirement

PO Box 173764

Denver, CO 80217-3764

**OR**

**Sent express mail to:**

Empower Retirement

8515 E. Orchard Road

Greenwood Village, CO 80111

We will not accept hand delivered forms at express mail addresses.

**Securities, when presented, are offered and/or distributed by GWFS Equities, Inc., Member FINRA/SIPC.** GWFS is an affiliate of Empower Retirement, LLC; Great-West Funds, Inc.; and registered investment adviser, Advised Assets Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

Effective December 31, 2020, Empower Retirement (Empower) acquired the Massachusetts Mutual Life Insurance Company's (MassMutual) retirement business, which includes group insurance retirement business issued by Talcott Resolution Insurance Company (Talcott) previously purchased by MassMutual. Empower administers the business on MassMutual's behalf, with certain administrative services being performed by MassMutual and its affiliates during a temporary transition period. MML Distributors, LLC is the principal underwriter for the Talcott group insurance contracts. Empower Retirement is not affiliated with MassMutual, Talcott, or any of their respective affiliates.



## RETIREMENT PLAN ADVISORS INVESTMENT ADVISORY SERVICES PARTICIPANT TERMS OF SERVICE

### TERMS OF USE

Please read the following terms and conditions carefully before using or enrolling in any of the services described below. Your use of any service will signify your consent to be bound by the terms and conditions set forth in this agreement.

### ABOUT US

Retirement Plan Advisors, LLC ("RPA") is a registered investment adviser. RPA offers its services to retirement account recordkeepers for use by plan participants. Through these arrangements, RPA provides guidance, advisory, and management solutions to plan participants.

### FEES FOR THE SERVICE

Please see the Fee Supplement below for the specific fees for your service.

**Important for Retirement Plan Participants:** Your plan sponsor or recordkeeper may have negotiated lower fees or different billing periods. Please review RPA's Form ADV Brochure and contact your plan sponsor or plan administrator to confirm your fees for *PortfolioPlus* and the applicable billing cycle.

Retirement plan participants may also receive the *PortfolioPlus* service for a trial period following your enrollment, after which the appropriate fee listed above will be assessed to your account. The type and duration of the trial period depends on your particular enrollment channel and the plan setup determined by your plan sponsor. Please contact your plan sponsor to determine if a trial period applies to your plan. You may contact Empower at (844) 302-2448 for the date of your *PortfolioPlus* enrollment.

Your acceptance of the terms and conditions of this agreement constitutes your authorization for RPA to deduct the billing period fee. The fees are subject to change. RPA reserves the right to offer discounted fees or other promotional pricing.

### DESCRIPTION OF SERVICES

RPA offers RPA Online Advice and *PortfolioPlus* to retirement plan participants. Retirement plan participants may receive all or some of the services listed below as determined by the plan sponsor. If you are enrolled in multiple accounts with your employer, you must select the level of advisory service for each account. Please contact your plan's toll-free customer service number for further details as to whether this applies to your account(s).

**Online Advice:** RPA Online Advice is geared toward users who wish to manage their own retirement plans while taking advantage of online guidance and investment advice. You are provided online guidance and investment advice for a personalized recommended investment portfolio. The recommended investment portfolio is based on information



drawn from your account profile and from the investment options available to you. You may then implement the recommended investment portfolio and manage your retirement account online. RPA does not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, employer-directed monies, or any other investment options that do not satisfy the methodology requirements of the Independent Financial Expert ("IFE"), even if they are available for investment in the plan.

**PortfolioPlus:** The *PortfolioPlus* service is geared toward users who wish to have investment professionals select among the available investment options and manage their retirement accounts for them. You will receive a personalized investment portfolio that reflects your investment options and your retirement timeframe, life stages, and overall financial picture, including assets held outside your account (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your account. Under the *PortfolioPlus* service, RPA has discretionary authority over allocating your assets among the core investment options without your prior approval of each transaction. If available in your account, RPA will not provide advice for, or recommend allocations of, self-directed brokerage accounts, employer-directed monies, or any other investment options that do not satisfy the methodology requirements of the IFE, even if they are available for investment in the plan. Your balances in any of these investment options or vehicles may be liquidated, subject to your plan's and/or investment provider's restrictions.

*PortfolioPlus* assets in the core investment options may be monitored, rebalanced, and reallocated periodically by RPA, to respond to market performance and to ensure optimal account performance over time. You will receive an account update statement annually and can update your personal information at any time by calling Empower at (844) 302-2448 or visiting the plan's website.

To determine which services are available to you, please refer to the communication materials provided by RPA or ask your plan sponsor.

## INFORMATION FOR PARTICIPATION IN THE SERVICE

***Information Gathered to Provide the Service:*** You must provide all data that is necessary for RPA to perform its duties under this agreement, including but not limited to: your date of birth, income, gender, and state of residence, which RPA may rely upon in providing the services to you. For each service described above, if the data supplied by you or your plan sponsor, if applicable, does not meet the methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the service may not be completed or may be terminated.

If you participate in the *PortfolioPlus* service, you will receive a welcome kit shortly after enrollment. You will also receive an annual kit each year, providing you with a detailed analysis of your account. Your annual kit will also confirm your personal data, which is used to provide you with personalized account management. You are responsible for reviewing the welcome and annual kits carefully and calling Empower at (844) 302-2448 immediately to update or correct any incorrect personal information. RPA will not be responsible for misallocation of assets or missed earnings due to incorrect personal information. You may provide updated information, at any time, regarding your retirement age, desired retirement income replacement, Social Security start date, other income and expenses, and spousal and dependent information online or by calling Empower at (844) 302-2448 to speak to an investment advisor.



representative (“IAR”). The savings rate provided by your retirement plan recordkeeper may not include profit sharing, pensions, or employer matches to your retirement plan(s). Please call your employer to verify these amounts.

It is important that you update your personal data with RPA on a regular basis in order to ensure that your account management is suited to your needs and goals.

### ***Additional Information for Users of the Service:***

**Methodology.** The advisory services methodology is powered by Advised Assets Group, LLC, a registered investment adviser and wholly owned subsidiary of Great-West Life and Annuity Insurance Company (“GWLA”) and using Morningstar Investment Management as the IFE. Based on Monte Carlo simulations of the user’s resources, liabilities, and human capital, an appropriate asset level portfolio is selected and a savings rate and retirement age are determined that best suits each user’s situation.

**IMPORTANT:** The projections or other information generated by the advisory service tool regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. Results may vary with each use and over time.

**Additional Fees May Apply.** Advisory services fees do not include the fees and expenses charged by the investment options, including redemption fees. Redemption fees vary in amount and application by each applicable core investment option. It is possible that transactions in the PortfolioPlus service may result in the imposition of a redemption fee on one or more investment options available in a plan. Additionally, any action undertaken by an individual who implements recommendations from RPA Online Advice may result in redemptions or other transaction fees. Any fees are deducted from the individual’s account balance. All securities transactions which occur as a result of the services provided by RPA are executed by GWFS Equities, Inc. (“GWFS”), for which GWFS may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments available under the plan.

A participant will pay advisory fees for the PortfolioPlus service and to Great-West Capital Management, LLC (“GWCM”) if Great-West funds are included in the retirement plan investment options. The fees paid to GWCM for management of the Great-West funds are included in the fund share price.

**Assets Managed.** If you elect the PortfolioPlus service, your eligible account balance will be allocated to the PortfolioPlus service. You may not invest in other core investment options while also participating in the PortfolioPlus service. Once enrolled in the PortfolioPlus service, you will no longer be able to make investment allocation changes to your account online, via paper, or through your existing toll-free customer service number. This includes functionality for fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Once enrolled, you retain full inquiry access to your account. You may also change contributions, take distributions, and provide other updates to your personal information. Full access will be restored to your account as soon as administratively feasible after you cancel participation in the PortfolioPlus service.

**Cancellation.** You may cancel participation in the PortfolioPlus service at any time online or by calling Empower at (844) 302-2448. Once you have opted out of the PortfolioPlus service, you are responsible for managing your own account. In addition, your allocations and account balance (if applicable) will have already been established according



to the PortfolioPlus allocations. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations from the PortfolioPlus allocations.

***Important Note for Accounts with a Guaranteed Lifetime Withdrawal Benefit.*** If you are within 10 years of your targeted retirement date and enroll in the RPA Online Advice or PortfolioPlus services, RPA may recommend or allocate a percentage of your account (which may be up to 70% of total known retirement assets, as deemed appropriate by the advisory services methodology) to what is commonly known as a guaranteed lifetime withdrawal benefit ("GLWB"). Allocations to the GLWB will result in a fee in addition to the fees noted within the fee table referenced above. This fee is not charged by RPA, but it may be charged by an affiliate of RPA. If you have previously purchased a GLWB product, your allocation may be reduced (including to zero) or increased following your enrollment into the PortfolioPlus service. Please read the Summary Disclosure Statement carefully. You may cancel your enrollment in the service at any time.

## DISCLAIMERS

RPA or its IARs will not have custody of the plan participant's assets. Sole responsibility for the safekeeping of the plan participant's assets shall rest with Empower. Any withdrawals on plan participant's account(s) will be at the plan participant's instructions only. All transactions will be confirmed on customary statements provided by the product provider/custodian. The plan participant will receive quarterly account statements detailing the prior quarter's account results. The plan participant understands that the confirmations and statements provided by Empower are the only accurate representation of the plan participant's account activity and holdings. The plan participant should not rely on reports or statements prepared or provided by RPA or its IARs.

RPA uses reasonable care, consistent with industry practice, in providing services to you. RPA, your plan sponsor, and/or the recordkeeper, as applicable, do not guarantee the future performance of your account or that the investments we recommend will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. The investments we may recommend or purchase for your account, if applicable, are subject to various risks, including, without limitation, business, market, currency, economic, and political risks. RPA does not provide advice for, recommend allocations of, or manage self-directed brokerage accounts or employer-directed monies, even if they are available for investment in your plan. We do not select the investment options available for investment in your plan. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your plan.

RPA, the plan sponsor, and/or the recordkeeper, as applicable, will not be liable to you for any loss caused by (1) our prudent, good faith decisions or actions, (2) following your instructions, or (3) any person other than RPA or its affiliates who provides services for your account. Neither RPA nor your plan sponsor will be liable to you for any losses resulting from your disclosure of your personal information or your PIN number to third parties even if the purpose of your disclosure is to enable such person to enroll you in, or cancel your enrollment in, advisory services. RPA is not responsible for voting proxies for the securities in your account. We do not guarantee that the services or any content will be delivered to you uninterrupted, timely, secure, or error-free.

To the maximum extent permitted by law, RPA disclaims all representations and warranties, express or implied, with respect to the services and the service content, and all information derived from them, including, but not limited to, implied warranties of merchant ability and fitness for a particular purpose, quality, timeliness, accuracy, and implied warranties arising from course of performance or course of dealing. In addition, RPA does not warrant that the service





or content contained in it will be uninterrupted, error free, fully available at all times, or that any information or other material accessible through the service is free of errors or other harmful content.

## **LIMITATION OF LIABILITY**

You understand that in no event will the plan sponsor, if applicable, RPA, or its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents, licensors, or any data provider be liable for any consequential, punitive, incidental, special, or indirect damages, loss of business revenue, or lost profits, whether in an action under contract, negligence, or any other theory even if we are advised of the possibility of such.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless AAG, RPA, and officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, your employer, the plan administrator and/or recordkeeper, plan sponsor, plan trustees, plan fiduciaries, their agents, employees, and contractors, as applicable, from and against any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with this agreement, the information you provide us, your infringement of any intellectual property or other right of a third party, or from your violation of applicable law.

## **GENERAL PROVISIONS**

RPA acknowledges that, as a registered investment adviser, it owes a fiduciary duty to participants with respect to investment advice it provides. RPA may not assign this agreement (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) without your consent. You may not assign this agreement.

You acknowledge receiving RPA's ADV Part 2A (with Privacy Policy) and Form CRS. In addition, RPA will notify you of any change in its ownership within a reasonable time of such change.

Unless otherwise agreed to in your plan sponsor's Investment Advisory Services Agreement with RPA, if applicable, this agreement is entered into in Chicago, Illinois and governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This agreement constitutes the entire agreement between you and RPA with respect to the subject matter herein.

If for any reason a provision or portion of this agreement is found to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this agreement will continue in full force and effect. No failure or delay on the part of RPA in exercising any right or remedy with respect to a breach of this agreement by you shall operate as a waiver thereof or of any prior or subsequent breach of this agreement by you, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this agreement. Any waiver must be in writing and signed by RPA. All terms and provisions of this agreement will survive termination of the agreement.

Registered representatives of GWFS may provide wholesaling, direct sales, enrollment, and/or communication services to retirement plans and their participants or account holders for which AAG or RPA may also provide its





services. For this service, GWFS may receive fees either from the plan or from the investment provider (fund families). Participants/account holders in the RPA Online Advice or the Portfolio*Plus* services may have allocations in the investment options that result in GWFS receiving compensation from the investment options. Allocations in the investment options are solely determined and based on Morningstar Investment Management's software, using portfolios constructed by RPA from the investment options available in the plan lineup, and not determinations made by AAG or RPA. The compensation paid by AAG to Morningstar Investment Management for Morningstar Investment Management's proprietary software advice program does not vary based on the allocations made or recommended by Morningstar Investment Management. Because Morningstar Investment Management is unaffiliated with AAG, RPA, and GWFS, neither AAG nor RPA believe there is a conflict of interest. All securities transactions which occur as a result of the services provided by RPA as described in RPA's Form ADV Part 2A are executed by GWFS for which it may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as investment options. However, in all instances, AAG's affiliation with GWFS is disclosed.

Your investment lineup and managed account allocations may include mutual funds issued by Great-West Funds and Putnam Investments or insurance products issued by Great-West, its parent company, or Great-West Life & Annuity Insurance Company of New York ("GW-NY"). Great-West Funds, Putnam Investments, their respective fund managers, and GW-NY are affiliates of AAG. Morningstar Investment Management or its affiliates may provide asset allocation services for AAG affiliates for which fees may be paid. For the Great-West funds offered within the managed account service, Morningstar Investment Management has agreed to waive these fees. For more information, please see the applicable fund prospectus.

This agreement will automatically terminate upon termination of your plan sponsor's agreement with RPA, or upon termination of your plan's service agreement with its recordkeeper, if applicable. Nothing in this agreement shall be construed to waive compliance with the Advisers Act, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable, or any applicable rule or order of the Department of Labor under ERISA. RPA shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond its reasonable control, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure; lightning; suppliers failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or acts of terrorism.

Any controversy, claim or dispute that may arise between you and RPA, its IARs, and/or any third party performing services for RPA and/or its IARs, including but not limited to any broker/dealer affiliated with RPA and/or its IARs, in connection with or arising out of this agreement shall be submitted to and resolved by binding arbitration under the rules of the Financial Industry Regulatory Authority. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You further acknowledge that: (a) the parties are waiving their right to seek remedies in court, including the right to jury trial; (b) pre-arbitration discovery is generally more limited than and different from court proceedings; and (c) the arbitrator's award is not required to include factual findings for legal reasoning and any party's right to appeal or to seek modifications of rulings by the arbitrators is strictly limited.

The agreement to arbitrate does not entitle you to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. The agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal



securities laws. If litigation is initiated between you and RPA, its IARs, and/or any third party performing services related to, in connection with, or arising out of this agreement, it is agreed that the sole venue and jurisdiction for any litigation shall be exclusively in the State of Illinois and the County of Cook. No litigation or lawsuit shall be initiated by any party to this agreement in any other court. Notwithstanding the foregoing, it is the intention of the parties to arbitrate all claims and controversies in accordance with the applicable provisions of this agreement.

RPA reserves the right to modify this agreement at any time. You agree to review this agreement periodically so that you are aware of any such modifications. Your continued participation in advisory services shall be deemed to be your acceptance of the modified terms of this agreement. This agreement shall inure to the benefit of RPA's successor and assigns.

## **INTELLECTUAL PROPERTY**

All content provided as part of advisory services, including without limitation names, logos, methodologies, and news or information provided by third parties, is protected by copyrights, trademarks, service marks, patents, or other intellectual property and proprietary rights and laws ("Intellectual Property") and may constitute trade secrets, as defined by applicable law. All such Intellectual Property is the property of their respective owners, and no rights or licenses are granted to you as a result of your participation in advisory services.

## **ACCEPTANCE OF TERMS AND CONDITIONS OF ADVISORY SERVICES AGREEMENT**

If you agree to the terms and conditions set forth herein, you will be enrolled in the service you requested that is offered under advisory services. Your acceptance of the terms and conditions shall signify your consent to be bound by the applicable provisions of this agreement, as they relate to RPA Online Advice or the Portfolio*Plus* services. Please note that upon enrollment in the Portfolio*Plus* service, any currently initiated transfers or transactions will be cancelled, unless the market has already closed for the day.

If you do not agree to the terms and conditions set forth herein, you will not be enrolled in the service you requested that is offered under advisory services.

**SUPPLEMENT A**  
**FEES FOR THE SERVICE**

Fees for each service are shown below. The chart below reflects the applicable billing period and annual fee amount.

<b>RPA Online Advice</b>	<b>Quarterly Fee</b>	<b>Annual Fee</b>
	\$0.00	\$0.00

  

<b>PortfolioPlus</b>		
<b>Participant Account Balance</b>	<b>Quarterly Fee</b>	<b>Annual Fee</b>
≤ \$100,000.00	0.25%	1.00%
Next \$150,000.00	0.25%	1.00%
Next \$150,000.00	0.25%	1.00%
≥ \$400,000.01	0.25%	1.00%

For example, if your account balance subject to PortfolioPlus is \$50,000.00, the maximum annual fee is 1.00% of the account balance. If your account balance subject to PortfolioPlus is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 1.00% (quarterly 0.25%), the next \$150,000.00 will be subject to a maximum annual fee of 1.00% (quarterly 0.25%), the next \$150,000.00 will be subject to a maximum annual fee of 1.00% (quarterly 0.25%), and any amounts over \$400,000.00 will be subject to a maximum annual fee of 1.00% (quarterly 0.25%). For example, the maximum quarterly fee for an account balance less than \$100,000.00 (subject to maximum annual fee of 1.00%) would be 0.25% quarterly, as demonstrated above.

Service fees will generally be debited from your account based on your Service Provider's Form ADV Brochure and the terms of service and billing period agreed upon by your plan sponsor; however, if you cancel participation in the service, the fee will be based on your participation in the service through the date of cancellation for asset-based fees. For dollar-based fees, the full billing period rate will be assessed notwithstanding the date of cancellation. If your plan terminates its agreement with your Service Provider or with its recordkeeper, the fee will be debited based on your participation in the service through the date of such termination. The fee you are charged depends on the plan you participate in, and in certain instances, the fees charged may actually be lower than the fee depicted.

You can access our Privacy Policy via the link below:

<https://docs.empower-retirement.com/EE/ManagedAccounts/RPA/DOCS/Privacy Policy.pdf>

You can access our ADV Disclosure Brochure via the link below:

<https://docs.empower-retirement.com/EE/ManagedAccounts/RPA/DOCS/ADV.pdf>