Please fax to Rachel Phillips at 803-754-7661

Participant Enrollment/Employer Transfer

State of South Carolina Salary Deferral 401(k) Plan and Trust ☑ 98955-01 [401(k)]

State of South Carolina 457 Deferred Compensation Plan and Trust ☐ 98955-02 [457(b)]

Participant Information

Last Name | First Name | MI

Social Security Number

Address - Number & Street

E-mail Address

☐ Married ☐ Unmarried ☐ Female ☐ Male

City | State | Zip Code

Mo Day Year — Date of Birth

Mo Day Year — Date of Hire

( ) Home Phone ( ) Work Phone

Annual Income

Do you have a retirement 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 8:00 A.M. to 6:00 P.M. MST) *Rollovers are subject to your Plan's provisions.

☐ New Participant Enrollment - Complete all sections of this form.

☐ Employer Transfer - If you do not want to change any of your current elections, complete the Payroll Center Name/Number and proceed to Consent and Signature Section. Any elections made on this form will supersede your current elections. If you elect investment options below, this election will only apply to your future contributions. If you are enrolled in Managed Accounts, any elections made in Investment Direction section below will be disregarded.

Payroll Deduction

☐ I elect to contribute $ _____ (per pay period) of my compensation as before-tax contributions to the 401(k) Plan until such time I revoke or amend my election.

☐ I elect to contribute $ _____ (per pay period) of my compensation after-tax as a designated **Roth** contribution to the 401(k) Plan until such time I revoke or amend my election.

OR

☐ I elect to contribute $ _____ (per pay period) of my compensation as before-tax contributions to the Governmental 457(b) Deferred Compensation Plan until such time I revoke or amend my election. Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

☐ I elect to contribute $ _____ (per pay period) of my compensation after-tax as a designated **Roth** contribution to the 457(b) Plan until such time I revoke or amend my election.

Town of Summerville — Employer Name

1403 — Payroll Center Number

Last Name	First Name	MI	Social Security Number

Investment Direction (choose either the Managed Accounts Service or Select Your Own Investments below)

❑ **Managed Accounts Service** - I elect to have my account professionally managed by Advised Assets Group, LLC (AAG) and agree to the terms outlined in the **Participant Agreement** section of this form until such time as I revoke or amend my election. This election will apply to all associated accounts [457(b) or 401(k)] within the South Carolina Deferred Compensation Program.

❑ **Select Your Own Investments** - I elect to direct my own investments. Please refer to your communication materials for information regarding each investment option.

INVESTMENT OPTION NAME	INVESTMENT OPTION CODE (Internal Use Only)	
FIXED		
South Carolina Stable Value Fund	SCSVF	____%
BOND		
BlackRock Inflation Protected Bond Instl	BPRIX	____%
PIMCO Total Return Instl	PTTRX	____%
BALANCED		
PIMCO All Asset Instl	PAAIX	____%
LARGE CAP		
Dodge & Cox Stock Fund	DC-SF	____%
T. Rowe Price Growth Stock	PRGFX	____%
Vanguard Institutional Index Instl P1	VIIIX	____%
MID CAP		
Victory Munder Mid Cap Core Growth R6	MGOSX	____%
T. Rowe Price Mid-Cap Value	TRMCX	____%
SMALL CAP		
AB Small Cap Growth I	OUAIX	____%
American Beacon Small Cp Val Inst	AVFIX	____%
TIAA-CREF Small-Cap Blend Idx Inst	TISBX	____%

INVESTMENT OPTION NAME	INVESTMENT OPTION CODE (Internal Use Only)	
INTERNATIONAL		
American Funds EuroPacific Gr R6	RERGX	____%
American Funds New Perspective R6	RNPGX	____%
Fidelity Diversified International Fund	FD-DIV	____%
ASSET ALLOCATION		
SSgA Target Retirement Income NL Fund K	SRINCK	____%
SSgA Target Retirement 2015 NL Fund K	S2015K	____%
SSgA Target Retirement 2020 NL Fund K	S2020K	____%
SSgA Target Retirement 2025 NL Fund K	S2025K	____%
SSgA Target Retirement 2030 NL Fund K	S2030K	____%
SSgA Target Retirement 2035 NL Fund K	S2035K	____%
SSgA Target Retirement 2040 NL Fund K	S2040K	____%
SSgA Target Retirement 2045 NL Fund K	S2045K	____%
SSgA Target Retirement 2050 NL Fund K	S2050K	____%
SSgA Target Retirement 2055 NL Fund K	S2055K	____%
SSgA Target Retirement 2060 NL Fund K	S2060K	____%
MUST INDICATE WHOLE PERCENTAGES		**= 100%**

Beneficiary Designation

Primary Beneficiary - By completing the Beneficiary Designation section, any elections made on this form will supersede previous beneficiary elections.

% of Account Balance	Primary Beneficiary Name	Social Security Number	Relationship	Date of Birth
%				
%				
%				

Contingent Beneficiary

% of Account Balance	Contingent Beneficiary Name	Social Security Number	Relationship	Date of Birth
%				
%				
%				

The designation is effective upon execution and delivery to Service Provider at the address below. If you wish to designate more than one primary and/or contingent beneficiary please complete a Beneficiary Designation form. You have the right to change the beneficiary. If your primary and contingent beneficiaries predecease you or you fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan Document or applicable state law.

Last Name | First Name | MI

Social Security Number

Participation Agreement

Managed Accounts Service - If I elect the Managed Accounts Service my entire account, including any transfers or rollovers, will be professionally managed. I understand that additional personal information may be required of me in order to enroll in the Managed Accounts Service. Failure to provide this information will prevent me from being enrolled in the Managed Accounts Service. I further understand that the Managed Accounts Service will automatically direct my investment elections for future contributions and will rebalance my account quarterly, if necessary. In the event investment option information is completed, my election to have my account professionally managed will override my investment option elections. By electing the Managed Accounts Service, I agree to the fees associated with this service and understand the fee will be deducted from my account on a quarterly basis in accordance with the **Managed Accounts Agreement** which I have received and read and agreed to. If I wish to opt-out in the future, I understand that I will need to call an Advised Assets Group, LLC ("AAG") Representative at 1-877-457-6263.

Direct my own Investments - If I elect to direct my own investment, I understand that by signing and submitting this form for processing, I am requesting to have investment options established under the Plan as specified in the Investment Option section. I understand and acknowledge that all account values and payments, 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 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 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.

Compliance with Plan Document and/or the Code – I agree that my employer or Plan Administrator/Trustee 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 the 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 KeyTalk® 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 confirmation 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 the 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 the notification forward and not on a retroactive basis.

Consent and Signature – I have completed, understand and agree to all pages of this Participant Enrollment form including all supplemental agreements and disclosures. I understand that Service Provider is required to comply with the regulation 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.

Participant Signature **Date**

Return Address:
Empower Retirement
200 Arbor Lake Drive, Suite #115
Columbia, SC 29223
Phone #: 1-877-457-6263
Fax #: 1-803-754-7661
Web site: www.southcarolinadcp.com

Core securities, when offered, are offered through GWFS Equities, Inc. and/or other broker dealers.
GWFS Equities, Inc., Member FINRA/SIPC, is a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Empower Retirement refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company (GWL&A),Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: White Plains, NY; and their subsidiaries and affiliates. All trademarks, logos, service marks, and design elements used are owned by their respective owners and are used by permission.

ADVISED ASSETS GROUP, LLC
ADVISORY SERVICES AGREEMENT

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

Advised Assets Group, LLC ("AAG") is a federally registered investment adviser and wholly owned subsidiary of Great-West Life & Annuity Insurance Company ("Great-West"). AAG offers its services to retirement account recordkeepers for use by plan participants or to owners of an Empower Retirement Individual Retirement Account ("IRA"). Through these arrangements, AAG provides guidance, advisory, and management solutions to plan participants and IRA account holders.

FEES FOR THE SERVICE

AAG offers three levels of service: Online Investment Guidance, Online Investment Advice and Managed Account. Fees for each service are shown below. The fees are assessed on a billing period basis based on your account value on the date the fees are calculated. The chart below reflects the applicable billing period and annual fee amount.

Online Investment Guidance	Quarterly Fee	Annual Fee
	No Fee	No Fee

Online Investment Advice	Quarterly Fee	Annual Fee
	$0.00	$0.00

Managed Account		
Participant Account Balance	Quarterly Fee	Annual Fee
≤ $100,000.00	0.1125%	0.45%
Next $150,000.00	0.0875%	0.35%
Next $150,000.00	0.0625%	0.25%
≥ $400,000.01	0.0375%	0.15%

For example, if your account balance subject to the Managed Account service is $50,000.00, the maximum annual fee is 0.45% of the account balance. The amount collected quarterly would be 0.1125% based upon your account balance on the day of fee assessment as described above. If your account balance subject to the Managed Account service is $500,000.00, the first $100,000.00 will be subject to a maximum annual fee of 0.45% (quarterly 0.1125%), the next $150,000.00 will be subject to a maximum annual fee of 0.35% (quarterly 0.0875%), the next $150,000.00 will be subject to a maximum annual fee of 0.25% (quarterly 0.0625%), and any amounts over $400,000.00 will be subject to a maximum annual fee of 0.15% (quarterly 0.0375%). All fees are assessed on a quarterly basis. For example, the maximum quarterly fee for an account balance less than $100,000.00 (subject to maximum annual fee of 0.45%) would be 0.1125% quarterly, as demonstrated above.

The fees for Online Investment Advice and the Managed Account service will generally be debited from your account based on the terms of service and billing period agreed upon by your plan sponsor; however, if you cancel participation in the Managed Account service, the fee will be based on your account balance on the date of cancellation but will not be debited from your account until the end of the billing period in which the cancellation occurred. Use of Online Investment Advice at any time during a billing period will result in your account being debited the billing period fee. If your Plan terminates its agreement with AAG, the fee, based on your account balance on the date of termination, will be debited at the end of that billing period. If your Plan terminates its service agreement with its recordkeeper, the fee, based on your account balance on the date of termination, will be debited upon 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.

IMPORTANT FOR RETIREMENT PLAN PARTICIPANTS

Your plan sponsor or recordkeeper may have negotiated lower fees or different billing periods. Your Managed Account fee may include an additional solicitation fee in an amount up to 0.25% annually of the total assets under management. If your plan sponsor has engaged a solicitor, your Managed Account fee will be higher than if a solicitor were not engaged. Please contact your plan sponsor or plan administrator to confirm your fees for AAG services and the applicable billing cycle.

Retirement plan participants may also receive the Managed Account service for a free look period of 90 days from the date of your initial enrollment, after which the appropriate fee listed above will be assessed to your account. If you do not opt-out by the end of the free look period, you will be assessed a fee for the entire billing period as described in the section entitled, "Fees for the Service." Please contact your plan sponsor to determine if the free look period applies to your plan. You may contact AAG for the date of your Managed Account enrollment.

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

DESCRIPTION OF SERVICES

AAG offers the following investment advisory services: Online Investment Guidance, Online Investment Advice, and Managed Account through Advisory Services to retirement plan participants and to IRA Account holders. 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 AAG for further details as to whether this applies to your account(s).

Online Investment Guidance: The Online Investment Guidance service is geared toward users who wish to manage their own retirement accounts. Users are provided access to online guidance tools.

Online Investment Advice: Online Investment Advice service 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. AAG does not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies.

Managed Account: The Managed Account service is geared toward users who wish to have a financial expert 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 (AAG will not provide advice for, recommend allocations of, or manage your outside accounts). Under the Managed Account service, AAG has discretionary authority over allocating your assets among the core investment options without your prior approval of each transaction. AAG is not responsible for either the selection or maintenance of the investment options available within your retirement account or IRA. If available in your account, AAG will not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies. Your balances in any of these investment options or vehicles may be liquidated, subject to your plan's and/or investment provider's restrictions.

Managed Account assets in the core investment options will be automatically monitored, rebalanced and reallocated periodically (approximately quarterly) by AAG, based on data resulting from the methodologies and software employed by the Independent Financial Expert, currently Ibbotson Associates, LLC ("Ibbotson"), to respond to market performance and to ensure optimal account performance over time. You will receive an account update and forecast statement annually and can update your personal information at any time by contacting AAG.

To determine which services are available to you, please refer to the communication materials provided by AAG 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 AAG to perform its duties under this Agreement, including but not limited to: your date of birth, income, gender, and state of residence, which AAG 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 Managed Account service, you will receive a Welcome Kit shortly after enrollment. Please review the Welcome Kit carefully and contact AAG to update or correct any incorrect personal information. 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 may also provide additional information, at any time, regarding your retirement age, desired retirement income replacement, social security start date, other income and expenses, spousal and dependent information. The savings rate provided by your retirement plan recordkeeper may not include profit sharing, pensions or employer matches to your retirement plan(s). Please contact AAG to verify these amounts.

It is important that you update your personal data with AAG 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 Ibbotson. Ibbotson first builds stable, consistent asset allocation models at various risk levels. 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. The asset class level model portfolios are revisited annually. Investment options from the account's menu are then selected to implement each asset-level model portfolio. These investment options are monitored and rebalanced quarterly.

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: Certain investment options in your account may charge a redemption fee or impose restrictions for market timing. Such restrictions or redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by AAG under Online Investment Advice or the Managed Account service may result in the

imposition of a redemption fee or marketing timing base restriction on one or more investment options available to you. Any redemption fees will be deducted from your account balance.

Assets Managed: If you elect the Managed Account service, your eligible account balance will be allocated to the Managed Account service. You may not invest in other core investment options while also participating in the Managed Account service. Once enrolled in the Managed Account service, you will no longer be able to make investment allocation changes to your account online, via paper, or through your AAG's 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 within one business day after you cancel participation in the Managed Account service.

Cancellation: You may cancel participation in the Managed Account service at any time by completing the cancellation form available online or by calling AAG. Once you have opted-out of the Managed Account 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 Managed Account allocations. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations from the Managed Account allocations.

Initial Allocation for IRA Account Holders: Upon receipt of your initial deposit or rollover into your IRA, your funds will be allocated to the default investment option specified in your custodial agreement. AAG will re-allocate your funds to your asset allocation portfolio within 5 business days of receiving your initial deposit.

Important note for accounts with a Guaranteed Lifetime Withdrawal Benefit: If you are within ten years of your targeted retirement date and enroll in the Online Investment Advice or Managed Account services, AAG 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 an additional fee that is in addition to the fees noted within the fee table above. This fee is not charged by AAG but it may be charged by an affiliate of AAG. If you have previously purchased a GLWB product, your new allocation may be reduced (including to zero) or increased following your enrollment into the Managed Account service. Please read the Summary Disclosure Statement carefully. You may cancel your enrollment in the service at anytime.

DISCLAIMERS

AAG uses reasonable care, consistent with industry practice, in providing services to you. AAG, your plan sponsor and/or the recordkeeper or IRA account provider, 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. AAG does not provide advice for, recommend allocations of, or manage individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, even if they are available for investment in your plan or IRA. We do not select the investment options available for investment in your plan or IRA. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your plan or IRA.

AAG, the plan sponsor and/or the recordkeeper or IRA account provider, 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 AAG or its affiliates who provides services for your account. Neither AAG 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. AAG 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, AAG 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TIMELINESS, ACCURACY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, AAG 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, AAG 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 and its 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 or IRA provider, 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

AAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to participants with respect to investment advice (Online Investment Advice) and investment management (Managed Account). AAG is not a fiduciary with respect to guidance (Online Investment Guidance). AAG may not assign this Agreement (within the meaning of the Investment Advisors Act of 1940 ("Advisors Act")) without your consent. You may not assign this Agreement. Unless otherwise agreed to in your plan's agreement with AAG, if applicable, this Agreement is entered into in Denver, Colorado and governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. You agree that proper forum for any claims under this Agreement shall be in the courts of the State of Colorado for Arapahoe County or the United States District Court, District of Colorado. If you are a participant in a retirement plan, please contact your plan sponsor to determine proper venue for actions brought under this agreement. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This agreement constitutes the entire Agreement between you and AAG with respect to the subject matter herein. You agree that any amounts owed to you arising under this contract shall incur interest no less than the current Federal Funds rate plus 3% per annum. 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 AAG 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 AAG. All terms and provisions of this Agreement, including without limitation "Disclaimers", "Limitation of Liability", "Indemnification", "Intellectual Property", and "Privacy Policy", which should by their nature survive the termination of this Agreement, shall so survive. This Agreement will automatically terminate upon termination of your Plan's agreement with AAG, 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 Advisors 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. AAG 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. AAG 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 AAGs successor and assigns.

All securities transactions that occur as a result of the advisory services are executed by GWFS Equities, Inc., ("GWFS") an affiliated broker/dealer. GWFS may receive 12b-1 fees or other compensation from the investment option providers, including mutual funds and their sponsors and affiliates, for the sale of fund shares allocated to participant accounts and/or for other services. The amount of 12b-1 fees and/or other compensation GWFS may receive from an investment provider varies. In addition, registered representatives of GWFS may provide wholesaling, direct sales, enrollment and/or communication services to retirement plans and their participants for which AAG may also provide its services. For these services, GWFS may receive fees either from the plan or from the investment providers (fund families), as described above. Participants in the Online Investment Advice or Managed Account service may have allocations to investment options that result in GWFS receiving 12b-1 fees or other compensation. Allocations to the investment options are solely determined and based on Ibbotson's software, not determinations made by AAG. The compensation paid by AAG to Ibbotson for Ibbotson's proprietary software advice program does not vary based on the allocations made or recommended by Ibbotson. Because Ibbotson is unaffiliated with AAG and GWFS, AAG does not believe there is a conflict of interest. However, in all instances, AAG's affiliation with GWFS is disclosed.

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.

PRIVACY POLICY

AAG protects your privacy. We have strict policies in place to keep your personal information private. A summary of AAG policies and procedures to protect the privacy and security of your personal information is set forth below.

Types of Information We Collect: AAG may collect personal information about you from your plan sponsor or employer, if applicable, from applications or other forms that you complete, from your plan or service provider, and from our affiliates you have conducted business with. Such information includes without limitation; your name, address, age, salary, number of dependents, plan account balances and contributions. You may provide us with additional personal information about your investments and preferences at any time. We also keep records of all transactions in your account and any communications about your account. AAG does not specifically collect your social security number for use with the service.

Security of Your Information: We have strict procedures to protect your privacy. They include physical, administrative, and technical safeguards.

Access to Information: The only employees who have access to your personal information are those who need it to service your account, or to provide you with products or services.

Our Information-Sharing Practices: AAG will not disclose, sell, share, or reveal your personal information except in the following circumstances:

- We have your authorization to share your personal information with third parties;
- We need to share your personal information with our affiliates who provide a product or service you have requested or to maintain, service or administer your account (for example, our affiliated broker-dealer that executes transactions in your account; such affiliates do not have the right to use your personal information other than in the performance of services necessary to assist us);
- If applicable, we need to share your personal information with your employer, plan sponsor and/or plan provider in order to provide the services described in our contract with your employer, plan sponsor and/or plan provider; or
- We are required by law to disclose your personal information (for example, in response to a subpoena, governmental or regulatory request, or to protect against fraud or other illegal activity).

Analysis: We may perform analyses based on data about our customers. Such data will not contain personally identifiable information.

Our Treatment of Information about Former Customers: Protecting your privacy goes beyond our relationship with you as a user of Advisory Services. If this relationship ends, we will not share your personal information with third parties, except as law permits.

Customer Right To Change Information: To correct, amend or supplement your personal information, you may contact us at your existing toll-free customer service number.

ABOUT ADVISED ASSETS GROUP, LLC

AAG, a wholly owned subsidiary of Great-West Life & Annuity Insurance Company, is a registered investment adviser with the Securities and Exchange Commission.

Since its inception, AAG has focused on establishing, refining and continually improving the process of investment planning for plan sponsors, plan participants and IRA account holders. By blending best practices investment approaches with personalized plan data and leading industry knowledge and expertise, AAG aspires to create effectively-built, diversified retirement solutions that maximize outcomes for plan participants while minimizing fiduciary risk to plan sponsors.

Additional information about the services provided by AAG may be found in AAG's Form ADV Part II, which is available free of charge on-line at www.advisedassetsgroup.com or upon request by calling AAG at the toll free number listed in your communication materials or writing AAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

Interest in Participant Transactions. AAG, its officers and employees may purchase securities for their own accounts and these securities may be the same as those recommended to, or invested for, you (e.g., shares of the same mutual fund).

ABOUT IBBOTSON ASSOCIATES

AAG has teamed with Ibbotson Associates, a recognized industry leader in asset allocation and investment analytics tools, to provide the underlying investment advice and portfolio management methodology that will power Advisory Services.

Ibbotson Associates is a leading independent provider of asset allocation, manager selection, and portfolio construction services. The company leverages its innovative academic research to create customized investment advisory solutions that help investors meet their goals. Ibbotson Associates, Inc. was founded in 1977 and is a registered investment advisor and wholly owned subsidiary of Morningstar, Inc.

AAG reserves the right to replace the Independent Financial Expert in its sole discretion and without your approval. AAG will notify you of any fee changes resulting from the Independent Financial Expert being replaced. In the event AAG terminates its relationship with the current Independent Financial Expert and is unable to contract with a suitable replacement Independent Financial Expert, this Agreement shall automatically terminate upon written notice from AAG.

Your investment line up 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. Ibbotson Associates 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, Ibbotson Associates has agreed to waive these fees. For more information, please see the applicable fund prospectus.

For retirement plan participants, the investment options in your retirement plan are selected solely by the plan or plan sponsor. In addition, AAG does not receive compensation from its parent company or any of its affiliate in bringing or offering Insurance Products or Directed Options to AAG's advisory clients.

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 the Online Investment Guidance, Online Investment Advice, or the Managed Account services. Please note that upon enrollment in the Managed Account 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.