

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		
Mailing Address			E-Mail Address		
City	State	Zip Code	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Female <input type="checkbox"/> Male		
()	()		Mo	Day	Year
Home Phone		Work Phone		Date of Birth	
			Mo	Day	Year
			Date of Hire		
Annual Income					

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 Deferred Compensation Program (Deferred Comp) account?*

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 - Complete all sections of this form if you have an active Deferred Comp account from prior covered employment. 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 already enrolled in My Total Retirement, any elections made in the Investment Direction section below will be disregarded.

OCONEE COUNTY GOVERNMENT

1524

Participating Employer Name (Required)

Payroll Center Number (If unknown, contact your Employer.)

Payroll Deduction

Please take note of this important information before completing your contribution election(s):

- Verify with your employer that the percent (%) option is available. If not, you may only choose a flat dollar (\$) amount.
- The contribution method must be the same when choosing both pre-tax and Roth within the 401(k) or 457.
- If selecting the percent (%) option, use whole percentages only.

401(k) Plan

Pre-tax I elect to contribute \$ _____ or _____ % (per pay period) of my compensation as before-tax contribution to the 401(k) plan until such time I revoke or amend my election.

Roth I elect to contribute \$ _____ or _____ % (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.

457(b) Plan

Pre-tax I elect to contribute \$ _____ or _____ % (per pay period) of my compensation as before-tax contribution to the 457(b) 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.

Roth I elect to contribute \$ _____ or _____ % (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. Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

Last Name

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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. I understand I must indicate whole percentages and that my total allocated among the funds listed below cannot exceed 100%.

OR

My Total Retirement:

By checking this box, I elect to have my account professionally managed by Advised Assets Group, LLC until such time as I cancel my enrollment in the service. I understand there are additional fees associated with this service as detailed in the Advisory Services agreement section of this form. This election will apply to all of my plan accounts [401(k) or 457(b)] within the South Carolina Deferred Compensation Program.

My Total Retirement Information

The My Total Retirement provided by Advised Assets Group, LLC will automatically direct your investment elections and will rebalance your account periodically, as necessary. This election will be effective the day of receipt if received in good order prior to New York Stock Exchange market close. Any request received after New York Stock Exchange market close will be considered received the next business day. By electing the My Total Retirement, 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.

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 My Total Retirement.

Investment Option Information (applies to all contributions) - Please refer to the Deferred Comp website www.southcarolinadcp.com Investing/Investment Information 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 NAME **INVESTMENT OPTION CODE**
(Internal Use Only)

<u>FIXED</u>	
South Carolina Stable Value Fund.....	SCSVF _____ %
<u>BOND</u>	
Fidelity Inflation-Prot Bd Idx.....	FIPDX _____ %
Baird Aggregate Bond Inst.....	BAGIX _____ %
<u>LARGE CAP</u>	
Dodge & Cox Stock Fund.....	DC-SF _____ %
T. Rowe Price Growth Stock.....	PRGFX _____ %
Vanguard Institutional Index Instl P1.....	VIIIX _____ %
<u>MID CAP</u>	
Hartford MidCap R6.....	HFMVX _____ %
T. Rowe Price Mid-Cap Value I.....	TRMIX _____ %
<u>SMALL CAP</u>	
AB Small Cap Growth I.....	OUAIX _____ %
American Beacon Small Cp Val Inst.....	AVFIX _____ %
TIAA-CREF Small-Cap Blend Inx Inst.....	TISBX _____ %
<u>INTERNATIONAL</u>	
American Funds EuroPacific Gr R6.....	RERGX _____ %
American Funds New Perspective R6.....	RNPGX _____ %
Fidelity Diversified Int'l Commingled Tr.....	FIDCIT _____ %

ASSET ALLOCATION

Target date funds are diversified funds that automatically adjust their asset allocations over time becoming more conservative as the target retirement date approaches. Consider choosing the one fund that is closest to the date you think you will retire.

SSgA Target Retirement Income NL FundW.....	SRINCW _____ %
SSgA Target Retirement 2020 NL FundW.....	S2020W _____ %
SSgA Target Retirement 2025 NL FundW.....	S2025W _____ %
SSgA Target Retirement 2030 NL FundW.....	S2030W _____ %
SSgA Target Retirement 2035 NL FundW.....	S2035W _____ %
SSgA Target Retirement 2040 NL FundW.....	S2040W _____ %
SSgA Target Retirement 2045 NL FundW.....	S2045W _____ %
SSgA Target Retirement 2050 NL FundW.....	S2050W _____ %
SSgA Target Retirement 2055 NL FundW.....	S2055W _____ %
SSgA Target Retirement 2060 NL FundW.....	S2060W _____ %
SSgA Target Retirement 2065 NL FundW.....	S2065W _____ %

The above investment options selected must be whole percentages and the total allocated among the funds cannot exceed 100%.

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Plan Beneficiary Designation

This designation is effective upon execution and delivery to Service Provider at the address below. I have the right to change my beneficiary at any time. If any information request below is missing, additional information may be required prior to recording my beneficiary designation. If my primary and contingent beneficiaries predecease me or I fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan Document or applicable law.

#1 _____ .

(_____) Phone Number (Optional)	% of Account Balance	Primary Beneficiary Name	Social Security Number	Date of Birth
		Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)		
		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		

#2 _____ .

(_____) Phone Number (Optional)	% of Account Balance	Primary Beneficiary Name	Social Security Number	Date of Birth
		Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)		
		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		

#3 _____ .

(_____) Phone Number (Optional)	% of Account Balance	Primary Beneficiary Name	Social Security Number	Date of Birth
		Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)		
		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		

Contingent Beneficiary

#1 _____ .

(_____) Phone Number (Optional)	% of Account Balance	Contingent Beneficiary Name	Social Security Number	Date of Birth
		Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)		
		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		

#2 _____ .

(_____) Phone Number (Optional)	% of Account Balance	Contingent Beneficiary Name	Social Security Number	Date of Birth
		Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)		
		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		

#3 _____ .

(_____) Phone Number (Optional)	% of Account Balance	Contingent Beneficiary Name	Social Security Number	Date of Birth
		Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)		
		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		

Last Name

First Name

M.I.

Social Security Number

Number

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/Trustee 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 at www.southcarolinadcp.com and I understand the risks of investing.

I understand if I elect to have my account managed by Advised Assets Group, 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 My Total Retirement, 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 My Total Retirement.

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/Employer Transfer 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.

My Total Retirement Fee - If you elect the My Total Retirement, 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.

Last Name

First Name

M.I.

Social Security Number

98955-01/02

Number

Signature and Consent

Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment/Employer Transfer form including the terms of the Advisory Services Agreement.

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.

Return Address:

South Carolina Deferred Compensation Program
200 Arbor Lake Drive, Suite #201
Columbia, SC 29223
Fax: 803-754-7661
Phone #: 1-877-457-6263
Website: www.southcarolinadcp.com

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.

ADVISORY SERVICES AGREEMENT

This Agreement describes the terms and conditions applicable to the investment advice and management services (collectively the “Services”) offered by Advised Assets Group, LLC (“AAG”) and described below. AAG is a registered investment adviser and wholly owned subsidiary of Great-West Life & Annuity Insurance Company (“Great-West”), which provides financial services and products under the brand name Empower Retirement (“Empower”). AAG offers the Services to accounts (each an “Account” and collectively the “Accounts”) held by investors participating in employer-sponsored retirement plans (each a “Plan”) recordkept through Empower. By using the Services, you consent to be bound by these terms and conditions.

DESCRIPTION OF SERVICES

AAG offers the following Services: Online Investment Advice and the Managed Account service.

Online Investment Advice: Online Investment Advice offers fund-specific investment advice to users who wish to manage their own Account but receive assistance in doing so. The investments recommended by Online Investment Advice are based on information drawn from your Account profile and from the investment options available within your Plan. You decide whether to implement the advice delivered through Online Investment Advice. AAG does not provide advice for, or recommend allocations of, individual stocks (including employer stock, unless your employer instructs AAG otherwise), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, or any other investment options that do not satisfy the methodology requirements of the subadviser who provides investment methodology to AAG (currently, Morningstar Investment Management, LLC, herein “Morningstar”), even if they are available for investment in the Plan.

Managed Account service: The Managed Account service offers users an investment management service under which investment professionals will select and allocate your Account among the available investment options. You will receive a personalized investment portfolio that reflects 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. Generally, 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 Plan. As with Online Investment Advice, AAG will not provide advice for, or recommend allocations of, individual stocks (including employer stock, unless your employer instructs AAG otherwise), self-directed brokerage accounts, guaranteed certificate funds, employer-directed monies, or any other investment options that do not satisfy the methodology requirements of Morningstar, even if they are available for investment in your 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.
- Account assets subject to the Managed Account service in the core investment options will be monitored, rebalanced and reallocated periodically (approximately quarterly) by AAG, based on data resulting from Morningstar’s investment methodologies, to respond to market performance and to attempt to achieve optimal Account performance over time. You will receive an Account update statement annually and can update your personal information at any time by AAG or by visiting the Plan website.

INFORMATION ABOUT PARTICIPATION IN THE SERVICES

Information Gathered to Provide the Services. You or your employer 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 of the Services described above, if the data supplied by you or your Plan sponsor, if applicable, does not meet the Services’ methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the Services 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. 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 AAG or confirming online to update or correct any incorrect personal information. AAG 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, spousal and dependent information online or by calling AAG to speak to an investment adviser representative.

Fees Applicable to the Services. Appendix A to this Agreement describes the fees applicable to the Services. Depending on your Plan's arrangement with AAG, and your method of enrollment, you may also receive the Managed Account service for a trial period following your enrollment, after which the appropriate fee described below 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 AAG or your Plan sponsor to determine if a trial period applies to your Account. By using the Services, you authorize AAG to deduct the billing period fee described in Appendix A. The fees are subject to change. AAG reserves the right to offer discounted fees or other promotional pricing.

Investment Methodology. AAG has engaged Morningstar to provide investment methodology for the Services. Based on Monte Carlo simulations of the user's resources, liabilities, and human capital, Morningstar determines an appropriate asset level portfolio, a savings rate, and retirement age 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 periodically (approximately quarterly). The projections or other information generated by this process 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. Fees for the Services do not include the fees and expenses charged by the investment options to which your Account will be allocated. For more information about the fees assessed by investment options in your Account, including information about the options' expense ratios and share class, please review your Plan's investment option disclosure documents.

Conflicts of Interest. AAG has several conflicts of interest in providing services to your Account.

- Investment advice and management services. AAG's representatives may recommend that you use the Services for your Account. If you enroll in the Services, AAG will earn additional compensation, since you will pay fees to use the Service as described in Appendix A.
- Increased fee income. When you use the Services, AAG may recommend you increase contributions to the Plan, or implement other savings or investment strategies. AAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment and other related services to your Plan and to related IRA products. If you pay for these services through an arrangement where our affiliates charge a direct fee, AAG's affiliates may receive additional fees for these services as a result of AAG's recommendations, because you may contribute, invest, or transact in more assets with AAG's family of companies.
- Proprietary investment funds. AAG's affiliates offer proprietary investment funds, and AAG may recommend or allocate your Account to our affiliates' proprietary investment funds, such as proprietary mutual funds and collective investment trusts. These investment funds generate additional income to AAG's family of companies. For our proprietary investment funds, fees compensate our affiliates for administering, managing, and supervising these funds.
- Proprietary insurance products. AAG's parent company, Great-West, offers proprietary insurance products for investment. AAG may recommend or allocate your Account to different types of Great-West insurance products and funding agreements. The majority of Great-West insurance products are annuity contracts that are structured either as a "general account" product or as a "separate account" product. If you invest

in a general account product, which is an insurance product backed by the general account of an insurance company, AAG's affiliates generate revenue by retaining spread, which is the difference between actual earnings on contracts offered by the insurer, and the crediting rate declared and guaranteed by the insurer through the contract. AAG's affiliates may also receive different types of fee income if you invest in the general account or separate account products, as well as other third-party payments associated with investments held in the separate account.

- Third Party Payments. AAG's affiliates may receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made pursuant to our recommendation or investment management.
- Representative Compensation. AAG's representatives are generally paid a salary and a variable bonus. The bonus is based on a combination of the performance of Empower, as well as the representative's individual performance. In assessing individual performance, AAG may consider quantitative metrics such as the representative's success in gathering, retaining, and consolidating client assets. Additional factors include certain qualitative factors, such as leadership, teamwork, client experience, and adherence to policies and regulatory standards. Additionally, AAG has authorized GWFS Equities, Inc. ("GWFS") and its licensed agents and registered representatives, to solicit, refer and market the Services to Plan sponsors and potential users. GWFS representatives may be compensated in part based on these solicitation activities, in accord with applicable law.

For additional information about AAG's conflicts of interest, please see AAG's Form ADV.

Cancellation. Once enrolled in the Managed Account service, you will no longer be able to make investment allocation changes to your Account. You may cancel participation in the Managed Account service at any time 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 made by the Managed Account service.

Proxy Voting. AAG does not assume the responsibility to provide assistance or vote proxies or other issuer communications regarding your Account, or to exercise voting or other decision-making authority regarding proxies or other issuer communications. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

STANDARD OF CONDUCT, LIABILITY AND INDEMNITY

AAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to participants with respect to investment advice it provides. AAG may also be a fiduciary to your Account pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"), depending on whether your Plan is subject to ERISA. AAG uses reasonable care, consistent with industry practice, in providing services to you. AAG, your Plan sponsor and/or the Plan 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 AAG may recommend or purchase for your Account, if applicable, are subject to various risks, including, without limitation, business, market, currency, economic, and political risks. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your Plan.

AAG, the plan sponsor and/or the Plan 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 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 password to third parties even if the purpose of your disclosure is to enable such person to enroll you in or cancel your enrollment in the Services.

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, 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. YOU UNDERSTAND THAT IN NO EVENT WILL THE PLAN SPONSOR, 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AAG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, 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 SERVICES ARE FREE OF ERRORS OR OTHER HARMFUL CONTENT.

GENERAL TERMS

AAG 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. Unless otherwise agreed to in your Plan's agreement with AAG, 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. 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 will survive termination of the Agreement. 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 Advisers Act, 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 the Services shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of AAG's successor and assigns. 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 ADVISED ASSETS GROUP, LLC

Additional information about the services provided by AAG may be found in AAG's Form ADV Part II, which is available free of charge online at www.adviserinfo.sec.gov, by calling your Plan's call center phone number, or by writing AAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

**Appendix A
FEES FOR THE SERVICES**

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

Online Advice	No Fee	No Fee
Managed account balance	Maximum annual Fee	Maximum quarterly Fee
Up to \$100,000	0.45%	0.1125%
\$100,000.01 - \$250,000	0.35%	0.0875%
\$250,000.01 - \$400,000	0.25%	0.0625%
Greater than \$400,000	0.15%	0.0375%

Charged on a tiered basis. For example, if your available account balance is \$125,000, any amount up to \$100,000 will be subject to a maximum fee of 0.45 percent annually, and the amount of \$100,000.01 to \$125,000 will be subject to a maximum fee of 0.35 percent. Online Advice and My Total Retirement™ are part of the Empower Retirement Advisory Services suite of services offered by Advised Assets Group, LLC., a registered investment adviser.

If you cancel participation in the service, the fee will be based on your participation in the Managed Account service through the date of cancellation for asset-based fees. If your Plan terminates its agreement with its recordkeeper, the fee will be debited based on your participation in the Managed Account service through the date of such termination.