



**Participant Enrollment  
403(b) Plan**

**The Alliance Retirement Plan**

**95804-01**

**Participant Information**

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

_____		
Social Security Number		
_____		
E-Mail Address		
<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	
<input type="checkbox"/> Female	<input type="checkbox"/> Male	<input type="checkbox"/> Nonbinary <input type="checkbox"/> Unspecified
Mo Day Year	Mo Day Year	
_____	_____	_____
Date of Birth	Date of Hire	

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?\*  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 6 a.m. to 8 p.m. Mountain time). \*Rollovers are subject to your Plan's provisions.

**Payroll Information**

- I elect to contribute \$ \_\_\_\_\_ or \_\_\_\_\_% (do not complete both) (up to \$23,000.00 or 1% - 100%) per pay period of my compensation as After Tax contributions to the 403(b) Plan until such time as I revoke or amend my election.
- I elect to contribute \$ \_\_\_\_\_ or \_\_\_\_\_% (do not complete both) (up to \$23,000.00 or 1% - 100%) per pay period of my compensation as Before Tax contributions to the 403(b) Plan until such time as I revoke or amend my election.
- I elect to contribute \$ \_\_\_\_\_ or \_\_\_\_\_% (do not complete both) (up to \$23,000.00 or 1% - 100%) per pay period of my compensation as Roth contributions to the 403(b) Plan until such time as I revoke or amend my election.

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

**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		
NAME	TICKER CODE	%
Orchard Alliance.....	N/A CMAADF	_____
PGIM High-Yield R6.....	PHYQX PHYQX	_____
PGIM Total Return Bond Z.....	PDBZX PDBZX	_____
American Century Growth R6.....	AGRDX AGRDX	_____
Columbia Dividend Income Adv.....	CVIRX CVIRX	_____
Vanguard Institutional Index I.....	VINIX VINIX	_____
Vanguard Mid Cap Index Ins.....	VMCIX VMCIX	_____
Vanguard Small Cap Index Adm.....	VSMAX VSMAX	_____

INVESTMENT OPTION		
NAME	TICKER CODE	%
Nuveen Lifecycle Index 2015 R6.....	TLFIX TLFIX	_____
Nuveen Lifecycle Index 2020 R6.....	TLWIX TLWIX	_____
Nuveen Lifecycle Index 2025 R6.....	TLQIX TLQIX	_____
Nuveen Lifecycle Index 2030 R6.....	TLHIX TLHIX	_____
Nuveen Lifecycle Index 2035 R6.....	TLYIX TLYIX	_____
Nuveen Lifecycle Index 2040 R6.....	TLZIX TLZIX	_____
Nuveen Lifecycle Index 2045 R6.....	TLXIX TLXIX	_____
Nuveen Lifecycle Index 2050 R6.....	TLLIX TLLIX	_____

Last Name

First Name

M.I.

Social Security Number

Number

INVESTMENT OPTION

INVESTMENT OPTION

Table with columns: NAME, TICKER CODE, %

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Plan Beneficiary Designation

This designation is effective upon execution and delivery to Service Provider at the address below. If I name more than one beneficiary in either category, the surviving beneficiaries in that category will share equally unless otherwise indicated. I have the right to change the beneficiary. If any information 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.

This designation supersedes all prior designations. Beneficiaries will share equally if percentages are not provided and any amounts unpaid upon death will be divided equally. Primary and contingent beneficiaries must separately total 100.00%. The number of primary or contingent beneficiaries you may name is not limited. Attach an additional sheet, if necessary.

Primary Beneficiary

#1 Form with fields: % of Account Balance, Social Security Number, Primary Beneficiary Name, Date of Birth, Relationship, Phone Number (Optional)

#2 Form with fields: % of Account Balance, Social Security Number, Primary Beneficiary Name, Date of Birth, Relationship, Phone Number (Optional)

Contingent Beneficiary

#1 Form with fields: % of Account Balance, Social Security Number, Contingent Beneficiary Name, Date of Birth, Relationship, Phone Number (Optional)

#2 Form with fields: % of Account Balance, Social Security Number, Contingent Beneficiary Name, Date of Birth, Relationship, Phone Number (Optional)

**Spousal Consent for Beneficiary Designation**

I, (name of spouse) \_\_\_\_\_, the current spouse of the participant, hereby voluntarily consent to the participant's primary beneficiary designation above and understand its effect. I understand that my spouse's beneficiary designation means that I will not receive 100% of his or her vested account balance under the Plan and that my spouse's election is not valid unless I consent to it. I understand that my consent is irrevocable unless my spouse changes the beneficiary designation, or designates me to receive 100% of his or her vested account balance.

**Spouse's Signature**

**Date**

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

*The spouse's signature must be notarized by a Notary Public. The date of the spouse's signature on this form must match the date of the Notary Public signature on the separate jurat or notarial certificate or in this section below. **If your notary completes a separate jurat or notarial certificate, your spouse must still sign on the above spouse's signature line and enter the date on this form.***

**ATTENTION Notary Public: Make sure that you have reviewed the notary requirements for your state. If your state requires a separate jurat or notarial certificate, please complete and attach to this request.**

**We require that the following information must be included on the separate jurat or notarial certificate:** (1) name of document being notarized; (2) the plan name; (3) the plan number; and (4) participant's and spouse's names. Separate jurat or notarial certificates submitted that do not include this information will be rejected and will delay the withdrawal request. If your state does require a separate jurat or notarial certificate and you complete the section below, this statement of notary will be rejected and will delay the withdrawal request.

If your state does not require a separate jurat or notarial certificate, you may complete the notary section below.

**Statement of Notary**

**NOTE: Notary seal must be visible.**

The consent to this request was subscribed and sworn (or affirmed) to  
State of \_\_\_\_\_) before me on this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_,

**SEAL**

)ss. by (name of spouse) \_\_\_\_\_

proved to me on the basis of satisfactory evidence to be the person

County/Parish/Borough of \_\_\_\_\_) who appeared before me, who affirmed that such consent represents  
his or her free and voluntary act.

Notary Public's signature \_\_\_\_\_ My commission expires \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Notary Public's full name \_\_\_\_\_ Telephone 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 the availability of certain monies (amounts contributed and accruing after December 31, 1988) under 403(b) tax sheltered annuities. The restricted monies cannot be distributed to participants before the occurrence of one of the following: attainment of age 59 1/2; severance of employment from the employer (due to total disability, retirement, termination or otherwise); financial hardship as defined under present or future IRS regulations (in which case only elective deferrals may be withdrawn); or death of participant.

**Investment Options** - I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have investment options and/or variable annuity funding accounts 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 group annuity contract issued and/or 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 I have received investment option information, including prospectuses and other disclosure documents, and I understand the risks of investing.

**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

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
M.I.

\_\_\_\_\_  
Social Security Number

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.

**Signature(s) and Consent**

**Participant Consent**

I have completed, understand and agree to all pages of this Participant Enrollment form.

Important Notice: If you are married and the Plan is subject to spousal consent requirements under ERISA and/or the Plan Document, you must have your spouse's signature notarized to designate a primary beneficiary other than your spouse or in addition to your spouse.

\_\_\_\_\_  
**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  
PO Box 173764  
Denver, CO 80217-3764

**OR**

**Sent express mail to:**

Empower  
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 Empower Financial Services, Inc., Member FINRA/SIPC.** EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

## PROFESSIONAL MANAGEMENT PROGRAM TERMS AND CONDITIONS

**Our Agreement.** The Professional Management Program (the "Program") is a professional investment management service that Empower Advisory Group, LLC ("EAG or "we" or "us") provides to eligible participants in certain retirement plans (as specified in the supplement to these terms and conditions, "Plan"). We have hired Financial Engines Advisors L.L.C. ("Financial Engines") as subadvisor to provide the Program and we have delegated certain rights, powers, and functions to Financial Engines, as described in our Form ADV. These terms and conditions, the supplement to these terms and conditions and EAG's privacy policy (the "Service Agreement") form the entire agreement between EAG and you concerning the Program. By participating in the Program, you agree to be bound by and acknowledge your receipt of the Service Agreement.

**Program Effective Date.** This Service Agreement is effective on the "Program effective date." Your Program effective date is based, in part, on how you enrolled in the Program. If you affirmatively requested enrollment into the Program, for example, by mailing in an enrollment form, this Service Agreement is effective when your request for enrollment has been received and accepted by EAG (your "Program effective date"). If you are an existing Plan participant who is automatically enrolled in the Program pursuant to the terms of your Plan or Plan procedures, you will signify your agreement to be bound by the Service Agreement by your continued participation in the Program after the applicable deadline to opt out of participation in the Program, and that opt out deadline will be your "Program effective date." If you are newly eligible to participate in the Plan, for example, as a new employee, and you are automatically enrolled in the Program pursuant to your Plan or Plan procedures, your "Program effective date" is the date EAG first initiates transactions for your Plan account, and you will signify your agreement to the Service Agreement by your continued participation in the Program after such date. Plan participants, who are automatically enrolled into the Program, including both existing participants and participants who are newly eligible to participate in the Plan, are referred to in the Service Agreement as "automatic enrollees."

**Delegation of Authority.** Under the Program, effective as of your Program effective date, you delegate to EAG all of your powers, duties and responsibilities with regard to the investment, reinvestment and allocation of your Plan account assets, excluding any restricted investments (as specified in the supplement), and you appoint EAG as having full authority to initiate buys, sells, reallocations or other investment transactions involving the assets in your Plan account. You give EAG discretionary authority to allocate your Plan account assets and contributions among the investment alternatives available in your Plan, which means that you authorize EAG to give Account Directions (defined below) to your Plan's provider of record keeping services or trustee ("Provider," as specified in the supplement) for your Plan account *without your approval of each transaction*. However, EAG is not responsible for voting proxies for securities in your Plan account or for acting on any class action litigation, corporate action, bankruptcy or any other legal or administrative proceeding relating to any investments in your Plan account. **While participating in the Program, you may not elect to make investment transactions or reallocations among investment alternatives in your Plan account by contacting Provider directly, except as may be provided in the supplement, but you retain authority over any restricted investments in your Plan account.** If you wish to make investment transactions or reallocations among investment alternatives in your Plan account by contacting Provider directly, you must cancel your participation in the Program (except as may be provided in the supplement), pursuant to the Termination section. As soon as administratively feasible after canceling your participation in the Program, you will be able to make investment transactions and reallocations for your Plan account by contacting Provider directly.

**Allocation Target.** Pursuant to the authority you have granted to us, EAG determines your "allocation target," which is the percentage of your Plan account assets to invest in each of the investment alternatives that have been selected for your Plan and which are also available for investment, excluding any restricted investments as specified in the supplement. We will provide or have provided to you the initial allocation target for your Plan account and you should contact us if you do not or did not receive it. If you so choose, you may cancel your participation in the Program before or after reviewing your allocation target or at any time. We will determine your allocation target based on your current age, your assumed risk level based on a determination of the median risk level for investors with an investment horizon similar to yours, your assumed age at retirement, the available investment alternatives for your Plan account, and additional information that you give us, if any. You, your Provider and/or the entity maintaining the Plan ("Plan Sponsor") will provide information about the Plan and your Plan account to EAG. You consent to the physical and electronic transmission and storage of your personal and financial information by and between EAG and you, Financial Engines, Provider, the Plan, the Plan Sponsor, their respective assignees and successors, and other parties as necessary and permissible to continue management of your Plan account assets under the Service Agreement.

We encourage you to provide additional information to EAG to help us more closely tailor the Program services to your individual circumstances. This information may include: (1) a preferred maximum allocation to the unrestricted equity securities of your employer, if held in your Plan account, subject to the Employer Securities section; (2) savings and investments you hold in accounts other than your Plan account ("non-Plan accounts") and any restricted investments, (although EAG may consider non-Plan accounts and restricted investments in determining the allocation target for your Plan account assets, EAG expressly does not provide investment management for your non-Plan accounts or restricted investments); (3) the age at which you plan to retire, and

(4) your decision to take on more or less risk in your Plan account than the risk level assumed by EAG. You may provide, update or delete this additional information at any time, but we encourage you to provide such information when you enter the Program.

You agree to verify the accuracy and completeness of your information on any communications from EAG and to inform us immediately of any inaccuracies so that we may make any appropriate adjustments to your Plan account assets, if needed. You agree to provide EAG with updated information if any information provided by you changes at any time, such as a change in investments held in a non-Plan account; failure to update us could negatively impact our ability to select an allocation target appropriate for your risk level and financial holdings. If EAG becomes aware that a security held in a non-Plan account has been converted to cash or can no longer be modeled, EAG will assume that the balance related to such security has become zero.

**Account Directions and Calculations.** We will direct the Provider as to how to allocate the investments in your Plan account and how to direct new contributions credited to your Plan account (collectively, "Account Directions"), provided that we will not provide Account Directions relating to restricted investments, if any, or if your Plan or Plan procedures do not permit. We are authorized to begin making Account Directions for your Plan account as soon as administratively feasible upon your Program effective date. Depending on the method of enrollment, we will typically begin to make Account Directions for your Plan account approximately a few days to five weeks after your enrollment, but your actual experience may be affected by system maintenance cycles, data availability, your Plan, your retirement horizon, prior enrollment in the Program, any applicable holds on the account, and other factors. After your Program effective date, we will issue Account Directions to transition your Plan account toward the allocation target over a transition period, which is subject to the provisions and requirements of your Plan, and its investment alternatives, the availability of required data, and certain employer policies. The transition period may be lengthened or shortened at EAG's sole discretion and as appropriate for your account. Your account balances and contributions may be initially maintained in an interim investment alternative, selected by the Plan Sponsor or other Plan fiduciary, until your account balance reaches a minimum threshold amount (generally \$5.00) sufficient for EAG to determine an allocation target and/or EAG is able to issue Account Directions for your Plan account. After the completion of the transition period, we will review your Plan account periodically, which may result in a change to a new allocation target. For example, as you near retirement, we may reduce the risk level chosen for you or we may allocate your account to enable you to purchase an optional out-of-plan annuity after you take a full distribution from the Plan. After our review of your Plan account, we will give Account Directions to Provider as necessary. The appropriate party or agent, including the Plan's trustee or custodian, shall effect investment transactions in your Plan account among the investment alternatives available under the Plan to achieve the Account Directions; however, there is no guarantee that any particular Account Direction can be executed or will be executed at a specific time and EAG makes no representations in connection therewith. You acknowledge that, on any particular day, the actual allocation of your Plan account may differ from the allocation target and from any preferred maximum allocation to employer securities you may have indicated due to various factors such as market movements, changes to the Plan, availability of investment alternatives, contributions, the transition period, capacity to execute Account Directions, and any legal, regulatory, or other trading restrictions, including those imposed by securities exchanges or parties other than EAG.

In addition, we will provide estimated installment distribution calculations for your Plan account as soon as administratively feasible upon you becoming eligible for such estimated calculations subject to the provisions and requirements of your Plan, the availability of required data, and certain employer policies. In the event you elect to receive installment distributions from your Plan account, we will provide installment distribution calculations to the Provider subject to the provisions and requirements of your Plan, the availability of required data, and certain employer policies. There is no guarantee that any particular distribution amount can be executed or will be executed at a specific time and EAG makes no representations in connection therewith. You acknowledge that the actual installment distribution amount you receive may differ from the previously estimated amount or the installment distribution calculations provided to the Provider due to various factors such as market movements, changes to the Plan, contributions, other distributions, and any other restrictions imposed by parties other than EAG.

We will make available to you a quarterly report that shows the investment alternatives you own, your Plan account balance and other information, but it is not the benefit statement for your Plan provided for under the Employee Retirement Income Security Act of 1974 ("ERISA").

**Employer Securities.** You direct EAG to initiate transactions involving unrestricted employer securities in your Plan account at EAG's sole discretion. You acknowledge that we may decrease the amount of such employer securities held in your Plan account, if any, taking into account any preferred maximum allocation to employer securities that you have specified to us, provided that: 1) the actual allocation to employer securities in your Plan account generally may not exceed 20% (or such other maximum allocation applicable to the Program for your Plan); and 2) the allocation to employer securities in your Plan account will generally be targeted for a level not exceeding the then-current allocation to employer securities in your Plan account. You can determine the amount of any such decrease by calling us or consulting your initial allocation target. For example, if your current percentage allocation to employer securities is 15%, we will generally not issue Account Directions for allocations beyond 15% for your Plan account

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balance, notwithstanding that the Program can provide for allocations to unrestricted employer securities of up to 20% (or such other maximum allocation applicable to the Program for your Plan). You acknowledge that your Plan account's actual allocation to employer securities may vary over time, may differ from the allocation target due to factors such as market movements, and may be substantially less than any specified preferred maximum allocation. You acknowledge and agree that EAG may be precluded from making Account Directions with respect to employer securities at any time that EAG may have material nonpublic information about such employer or its securities. EAG's analysis of individual equity securities generally assumes an efficient market in which stock prices are fairly valued (as opposed to under-valued or over-valued). Thus, EAG does not provide Account Directions with respect to employer securities based on a fundamental analysis of the security value compared to current prices. Instead, EAG provides Account Directions with respect to unrestricted employer securities held in your Plan account after analyzing the risk/return impact of concentrated holdings of employer securities.

**Your Representations.** As of the date you begin participating in the Program and agree to the Service Agreement, you represent and acknowledge that you are a resident of the United States and have a United States mailing address, or such other jurisdiction permitted by law and acceptable to us. If your contributions to the Plan (individual and/or company matching contributions, if applicable) are eligible to be invested in employer securities (as specified in the supplement), including publicly traded securities issued by your employer, **you represent and acknowledge that as of the date you enter the Program and at any time that you set or change a maximum allocation to such employer's securities, you are not aware of any material nonpublic information regarding your employer or such securities.** Should you become unable to make these representations after participation in the Program, cancellation from the Program may occur. You acknowledge receipt of EAG's and Financial Engines' Form ADV, Part II.

**Fees.** The annual Program fee is based on your managed account balance, as specified in the supplement. In addition to the Program fee, assets invested in mutual funds, separate accounts, collective investment alternatives and other investments may be subject to other fees, including operating expenses of and costs of investing in those funds or investment alternatives, which costs may include sales charges or redemption fees. Fund prospectuses or similar disclosure documents contain detailed information on such fees and expenses. EAG may allocate your assets to funds or investment alternatives with these fees or costs. Should you incur such fees or costs as a result of the services provided under the Program, you acknowledge that these fees or costs will be assessed on your purchase, or deducted from your redemption proceeds, in accordance with the applicable policies of the particular fund or investment alternative.

**Communication.** We may provide any communications to you at your mailing address or your e-mail address provided to us by you, Provider, or your Plan Sponsor. You agree to not make any claims against us if you do not receive any communications sent to you. You agree to notify us promptly if your mailing address and/or e-mail address changes and to keep all information provided to us, such as your mailing address and/or e-mail address, current and accurate. The website Terms of Service apply to your use of the Program website. You agree to receive electronic communications from us through our website or other electronic media (for example, we may deliver our required annual privacy notice, written disclosure statement, and amendments to the Service Agreement to you during the term of the Service Agreement by posting them on our website.) We will not impose any additional charge to you for such electronic communication and will provide any specialized software, if any, needed to view such electronic documents at no charge to you.

**Termination.** You may cancel your participation in the Program at any time by calling a EAG investment adviser representative at: 1-866-575-4977; in which event the Program fee will only be charged on a pro rata basis through the effective date of cancellation. If you are an automatic enrollee, you may opt out or cancel participation in the Program at any time by calling an EAG investment adviser representative at: 1-866-575-4977. If you opt out or cancel your participation in the Program prior to your Program effective date you will not be charged a Program fee. EAG may cancel your Program participation (and will so notify you) at any time or if EAG determines in its discretion that you are no longer eligible, in which event fees will only be charged on a pro rata basis. If you terminate your participation in the Program, the service agreement with the Plan Recordkeeper is terminated, or EAG cancels your participation, EAG will no longer manage your Plan account, give Account Directions to Provider, or calculate installment distribution amounts. Your Plan account assets will remain in the investment alternatives and allocations held in your Plan account as of the effective date of your Program unenrollment and your installment distribution under the Plan from Provider will cease until you, or an authorized representative acting on your behalf, take further action. If the service agreement with the Plan Recordkeeper is terminated, the Program fee will be charged to your account based on your average account balance prior to the effective date of such termination.

**Disclaimers.** EAG will use reasonable care, consistent with industry practice, in providing services to you. **We do not and cannot guarantee the future performance of your Plan account (nor does Financial Engines).** We do not promise that the investments we initiate on your behalf will be profitable (nor does Financial Engines). Investment return and principal value will fluctuate with

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market conditions, and you may lose money. The investments we initiate for your Plan account are subject to various market, business, economic, and political risks. Neither EAG nor Financial Engines has undertaken any responsibility with respect to either the selection or maintenance of the investment alternatives available in your Plan. EAG relies on information about you, your Plan and your Plan account supplied by you, Provider and your Plan Sponsor or other Plan fiduciary, and EAG will not be liable for any loss caused by any errors in such information. We will not be liable to you for any loss caused by (1) any decision, action or inaction taken by EAG with the degree of skill, care, prudence and diligence under the circumstances that a prudent person, acting in a like capacity, would use, (2) following your instructions (such as a maximum allocation to employer securities) in good faith, or (3) any other person, not engaged by EAG, who provides services for your Plan account. However, this does not waive your rights under federal and state securities laws or BRISA that may impose liability in some circumstances on persons acting in good faith. We are not liable for any losses caused by circumstances beyond our reasonable control. To the extent permitted by applicable law, EAG assumes no liability for any losses resulting from your failure to confirm participation in the Program, or to provide us with complete, accurate, and current information about you, or making any corrections as needed.

**General Provisions.** EAG acknowledges and agrees that it is a fiduciary under Section 3(21) of ERISA and an investment manager under Section 3(38) of ERISA with respect to the investment of your Plan account, other than restricted investments. EAG may amend the Service Agreement at any time and provide notice to you either by delivery to the Program website, other electronic media, or by written communications, and your continued participation in the Program following such notice will signify your assent to be bound by any such amended Service Agreement; provided that EAG may not amend the Service Agreement to increase the Program fee except upon prior notice to you. You may not assign this Service Agreement, and EAG may not assign this Service Agreement (within the meaning of the Investment Advisers Act of 1940) without your consent. This Service Agreement shall be binding on your heirs, agents, and any others claiming a legal or beneficial interest in your Plan account. If any part of the Service Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of any other part of the Service Agreement, which will continue in full force and effect. Nothing in this Service Agreement may be read to waive compliance with the Investment Advisers Act of 1940 or, the rules there under, or ERISA or the rules or any order there under. This Service Agreement is governed by Colorado law (or other State law as specified in your Plan Sponsor's agreement with EAG) to the extent not preempted by federal law. To the extent, Plan Sponsor has selected the Program as a "qualified default investment alternative," the supplement and other Plan communications provide additional information.

All securities transactions (other than employer securities) that occur as a result of the advisory services are executed by Empower Financial Services, Inc. ("EFSI"), an affiliated broker/dealer. EFSI 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 EFSI may receive from an investment provider varies.

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**Effective: September 1, 2022**

You can access our Privacy Policy via the link below:

<https://participant.empower.com/participant/#/articles/privacy>

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

<https://dcprovider.com/EAG/EAG-ADV-Part-2A-Brochure-FE-Services-PMP.pdf>