PEBA
SC Retirement Systems and State Health Plan
Deferred Compensation Program

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 (Required)

City | State | Zip Code

❑ Married ❑ Unmarried

❑ Female ❑ Male ❑ Nonbinary ❑ Unspecified

( ) Home Phone (Required)

( ) Work Phone (Required)

( ) Mobile Phone

Mo Day Year — 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 or ❑ 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 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 wish to make changes to your existing contributions or investments, please complete the applicable sections of the form or make your changes online after logging in. If you do not make any changes, your contributions and investments choices will remain the same.

Participating Employer Name (Required)

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

Payroll Deduction

401(k) Plan

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

❑**Roth** I elect to contribute $_____or_____% (per pay period) of my compensation after-tax as a designated Roth contributions to the 401(k) plan until such time as I revoke or amend my election.

Last name	First name	MI	Social Security number	98955-01/02 Number

457(b) Plan

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.

❑**Pre-tax** I elect to contribute $_____or_____% (per pay period) of my compensation as before-tax contributions to the 457(b) plan until such time as 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 contributions to the 457(b) plan until such time as 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.

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 excess 100%.

OR

My Total Retirement Information

The My Total Retirement provided by Empower Advisory Group, LLC will automatically direct your investment elections and will rebalance your account periodically, as necessary. This election will be effective as soon as administratively feasible following receipt of your completed enrollment form and signed Advisory Services Agreement. By electing My Total Retirement, you agree to the fees associated with this service and understand the fees will be deduction from your account in accordance with the attached Advisory Services Agreement. If you prefer to make you 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 Options Information section.

My Total Retirement:

❑ By checking this box, I elect to have my account professionally managed by Empower Advisory Group, LLC until such time as I cancel my enrollment in the service.

Make your investment election for future deposists in the Investement 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 other disclosure documents for more information.

Last name	First name	MI	Social Security number	98955-01/02 Number

INVESTMENT OPTION NAME	INVESTMENT OPTION CODE (Internal Use Only)	
FIXED		
South Carolina Stable Value Fund	**SCSVF**	%
BOND		
Fidelity Inflation Protected Bond Index	**FIPDX**	%
Baird Aggregate Bond Inst	**BAGIX**	%
LARGE CAP		
Dodge & Cox Stock X	**DOXGX**	%
JPMCB Large Cap Growth CF E	**JPLCGE**	%
Vanguard Institutional Index Instl Pl	**VIIIX**	%
MID CAP		
MFS Mid Cap Growth R6	**OTCKX**	%
T. Rowe Price Mid-Cap Value I	**TRMIX**	%
Vanguard Mid Cap Index InstlPlus	**VMCPX**	%
SMALL CAP		
AB Small Cap Growth I	**QUAIX**	%
American Beacon Small Cap Value R6	**AASRX**	%
Nuveen Small Cap Blend Index R6	**TISBX**	%
INTERNATIONAL		
American Funds Eupac R6	**RERGX**	%
American Funds New Perspective R6	**RNPGX**	%
Fidelity Div Inst Comm Pool C	**FIDCMA**	%

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.

State St Target Ret Income SL CL V	**SRINCV**	%
State St Target Ret 2025 SL CL V	**S2025V**	%
State St Target Ret 2030 SL CL V	**S2030V**	%
State St Target Ret 2035 SL CL V	**S2035V**	%
State St Target Ret 2040 SL CL V	**S2040V**	%
State St Target Ret 2045 SL CL V	**S2045V**	%
State St Target Ret 2050 SL CL V	**S2050V**	%
State St Target Ret 2055 SL CL V	**S2055V**	%
State St Target Ret 2060 SL CL V	**S2060V**	%
State St Target Ret 2065 SL CL V	**S2065V**	%
State St Target Ret 2070 SL CL V	**SSTR70**	%

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

Plan Beneficiary Designation

This designation is effective upon execution and delivery to Service Provider at the address below. I have the right to change the beneficiary. If any information requested 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.

Primary Beneficiary

#1

% 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.)*		
Phone Number *(Optional)*	❑ Spouse ❑ Child ❑ Parent ❑ Grandchild ❑ Sibling ❑ My Estate ❑ A Trust ❑ Other ❑ Domestic Partner		

#2

% 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.)*		
Phone Number *(Optional)*	❑ Spouse ❑ Child ❑ Parent ❑ Grandchild ❑ Sibling ❑ My Estate ❑ A Trust ❑ Other ❑ Domestic Partner		

#3

% of Account Balance	Primary Beneficiary Name	Social Secuity Number	Date of Birth
( )	Relationship *(Required - If relationship is not provided, request will be rejected and sent back for clarification.)*		
Phone Number *(Optional)*	❑ Spouse ❑ Child ❑ Parent ❑ Grandchild ❑ Sibling ❑ My Estate ❑ A Trust ❑ Other ❑ Domestic Partner		

Last name	First name	MI	Social Security number	98955-01/02 Number

Contingent Beneficiary

#1

% 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.)*		
Phone Number *(Optional)*	❑ Spouse ❑ Child ❑ Parent ❑ Grandchild ❑ Sibling ❑ My Estate ❑ A Trust ❑ Other ❑ Domestic Partner		

#2

% 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.)*		
Phone Number *(Optional)*	❑ Spouse ❑ Child ❑ Parent ❑ Grandchild ❑ Sibling ❑ My Estate ❑ A Trust ❑ Other ❑ Domestic Partner		

#3

% 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.)*		
Phone Number *(Optional)*	❑ Spouse ❑ Child ❑ Parent ❑ Grandchild ❑ Sibling ❑ My Estate ❑ A Trust ❑ Other ❑ Domestic Partner		

Participant 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 Empower Advisory 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.

Signature(s) and Consent

Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment form including the terms of the My Total Retirement 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 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.

ADVISORY SERVICES AGREEMENT

This Agreement describes the terms and conditions applicable to the investment advice and management services (each a "Service" and collectively the "Services") offered by Empower Advisory Group, LLC ("EAG") and described below. EAG is a registered investment adviser and wholly owned subsidiary of Empower Life & Annuity Insurance Company of America ("EAIC"), which provides financial services and products under the brand name "Empower". EAG offers the Services in conjunction with individual retirement 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

EAG offers the following two Services for your Account: Online Advice and the My Total Retirement™ managed account service. You may receive all or some of the Services as determined by the Plan's sponsor. If you have multiple accounts held with Empower, you must select which of the Services you will use for each account.

Online Advice: Online 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 Advice are based on information drawn from your account profile and from the investment options that are eligible for the Service. You decide whether to implement the advice delivered through Online Advice.

- EAG does not provide advice for, or recommend allocation of, individual stocks (including employer stock, unless your employer instructs EAG 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 EAG.
- EAG is not responsible for any delays or limitations impacting Online Advice that are attributable to restrictions imposed by a third-party investment provider of an investment option within your account.

My Total Retirement: My Total Retirement offers you an investment management service under which investment professionals will select and allocate your account among the investment options eligible for the Service. You will receive a personalized investment portfolio that reflects your retirement timeframe, life stages and overall financial picture, including, but not limited to, assets held outside your account, retirement income needs and additional expenses (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your account. Changes that you make to your profile, such as outside assets, your intended retirement age or constraining your portfolio to a specific risk level, will generally apply to all your accounts held through Empower. Such changes may cause each managed account, whether managed by an affiliate of Empower or an unaffiliated third-party advisor, to be rebalanced and re-allocated. For taxable accounts, rebalancing or re-allocation transactions will typically have tax implications, as a result we will send you tax forms for any capital gains and losses associated with the rebalancing activity. Generally, EAG will not provide advice for, recommend allocations of, or manage your outside accounts.

The investment recommendations and allocations provided by My Total Retirement will be limited to investments offered by EAIC and Empower Funds, Inc. (the "Empower Funds").

Any investments held in your account other than Empower Funds will be reallocated to one or more Empower Funds following your enrollment in My Total Retirement. If you wish to invest in options other than the Empower Funds, you may cancel My Total Retirement at any time.

- Under My Total Retirement, EAG has discretionary authority over allocating your assets among the Plan's investment options that are eligible for the Service without your prior approval of each transaction. Upon enrollment into My Total Retirement your existing investments will be sold and reallocated among the eligible investment options for the Service. EAG is not responsible for either the selection or maintenance of the investment options available within your account.
- EAG does not provide advice for, or recommend allocation of, individual stocks (including employer stock, unless your employer instructs EAG 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 EAG. 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 My Total Retirement will be monitored, rebalanced, and reallocated periodically by EAG, according to the methodology of EAG's subadviser. You will receive an account update statement periodically and can update your personal information at any time by calling EAG or by visiting the Plan website.

INFORMATION ABOUT PARTICIPANT IN THE SERVICES

Information Gathered to Provide the Services. You or your employer must provide all data that is necessary for EAG to perform its duties under this Agreement, including but not limited to: your date of birth, income, gender, and state of residence, which EAG may rely upon in providing the services to you. If the data supplied by you or your Plan sponsor, if applicable, does not meet the My Total Retirement methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in My Total Retirement may not be completed or may be terminated. Information that you provide in addition to the recordkeeping data sources, such as linking accounts manually, through account aggregation or linking multiple record-kept Employer plans through OneID/One Password in the Empower Personalized Experience, may all be used by the Services to help personalize your recommendations and projections. Please ensure manually entered assets are not already being included by the Services automatically as this may impact the recommendations and projections. If you participate in My Total Retirement, you will receive a Welcome Kit shortly after enrollment. You will also receive an account update statement periodically, providing you with a detailed analysis of your account. Your account update statement will also confirm your personal data which is used to provide you with personalized investment management.

You are responsible for reviewing your account statements, transaction confirmations, and advisory services communications carefully for discrepancies or errors. Call your Plan's toll-free number customer service to notify EAG of any incorrect information including, but not limited to, current or future investment allocations, desired retirement age, investment risk level, and outside investment holdings.

You must notify EAG of any errors or discrepancies immediately. EAG is not responsible for corrections related to incorrect data provided by you or your Plan sponsor and is also not responsible for the correction of errors not reported in a timely manner.

Fees Applicable to the Services. Appendix A to this Agreement describes the fees applicable to the Services. You authorize EAG to deduct the billing period fee described in Appendix A. The fees are subject to change. EAG reserves the right to offer discounted fees or other promotional pricing.

Investment Methodology. EAG generates investment recommendations under Online Advice and My Total Retirement using an investment methodology generated by its independent subadviser (currently, Morningstar Investment Management LLC, herein "Morningstar"). EAG may change its subadvisor at any time. Using its proprietary methodology, Morningstar determines an appropriate asset level portfolio that best suits each user's situation using the investment options available for the Services. Your account is monitored and rebalanced periodically among the available investment options. EAG will also provide various recommendations and projections for your account using methodology developed by EAG or its affiliates including, but not limited to, savings rate advice and retirement income projections. 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. Some Plan investment options may also charge redemption fees, which vary in amount and application by each applicable investment option. It is possible that transactions performed through the Services may result in the imposition of a redemption fee on one or more available investment options. Any such redemption fees are deducted from your account balance.

Conflicts of Interest. EAG has several conflicts of interest in providing services to your account.

- Investment advice and management services. EAG's representatives may recommend that you use the Services for your account. If you enroll in My Total Retirement, EAG 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, EAG may recommend you increase contributions to the Plan, or implement other savings or investment strategies. EAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment and other related services to your Plan or to relaged IRA products. If you pay for these services through an arrangement where our affliates charge a direct fee, EAG's affiliates may receive additional fees for these services as a result of EAG's recommentations, because you may contribute, invest, or transact in more assets with EAG's family of companies.
- Proprietary investment funds. EAG's affiliate Empower Funds, Inc. will be the exclusive provider of the investment funds available through the Services and EAG will recommend or allocate your account to such funds and, as described in more detail below, other proprietary insurance products. These investment funds generate additional income to EAG's family of companies. For our proprietary investment funds, fees compensate our affiliates for administering, managing, and supervising these funds.
- Proprietary insurance products. EAG's parent company, EAIC, offers proprietary insurance products for investment within your IRA. EAG may recommend or allocate your account to different types of EAIC insurance products and funding agreements. Most EAIC 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, EAG'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. EAG'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. EAG's affiliates receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made in your IRA pursuant to our recommendation or investment management. For example, a mutual fund available through your IRA may make 12b-1 payments to EAG's affiliated broker-dealer based on your account investment.
- Representative Compensation. EAG'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. Additionally, EAG has authorized Empower Financial Services, Inc. ("EFSI") and its licensed agents and registered representatives, to solicit, refer and market the Services to potential users. EFSI representatives may be compensated in part based on these solicitation activities, in accordance with applicable law.

For additional information about the Services, the methodology used to produce investment and other recommendations, compensation for EAG representatives or EAG's conflicts of interest, please see EAG's Form ADV and information available at www.empower.com.

Cancellation. Once enrolled in My Total Retirement, you will no longer be able to make investment allocation changes to your account. You may cancel participation in My Total Retirement at any time online or by calling your Plan's toll-free customer service number. Once you have opted out of My Total Retirement, you are responsible for managing your own account. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations made by My Total Retirement.

Initial Allocations. Upon receipt of your initial deposit into your Investment Account, EAG will re-allocate your funds to your asset allocation portfolio as soon as administratively feasible after receiving your initial deposit.

Proxy Voting. EAG 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.

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STANDARD OF CONDUCT, LIABILITY AND INDEMNITY

EAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to account holders with respect to the investment advice it provides. EAG uses reasonable care, consistent with industry practice, in providing services to you. EAG does 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 EAG may recommend or purchase for your IRA are subject to various risks, including, without limitation, business, market, currency, economic, and political risks. By recommending allocations among the available investment options for the Services, we are not endorsing the selection of particular investment options available in your Plan.

Except as otherwise provided by law, EAG 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 EAG or its affiliates who provides services to your account. Neither EAG 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.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights you have under these laws.

You agree to indemnify, defend and hold harmless EAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, 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 EAG, 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, EAG 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, EAG DOES NOT WARRANT THAT THE SERVICES 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.

COMMUNICATIONS

EAG or its affiliates may provide any communications to you at your mailing address, or your e-mail address provided to us by you. You agree to not make any claims against EAG or its affiliates if you do not receive any communications sent to you. You agree to notify EAG promptly if your mailing address and/or e-mail address changes and to keep all account information, such as your mailing address and/or e-mail address, current and accurate. The website Terms of Service apply to your use of the IRA website. You agree to receive electronic communications, including regulatory documents such EAG's Form ADV Part II, privacy notice and Form CRS, through the Empower website or other electronic media. EAG will not impose any additional charge to you for such electronic communication. You may opt out of electronic communications by calling your Plan's toll-free customer service number.

GENERAL TERMS

EAG 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 EAG, 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. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This Agreement constitutes the entire Agreement between you and EAG with respect to the subject matter herein. If for any reason a provision or portion of this Agreement is found to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No failure or delay on the part of EAG 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 EAG. All terms and provisions of this Agreement will survive termination of the Agreement. This Agreement will automatically terminate upon termination of your account, if applicable. Nothing in this Agreement shall be construed to waive compliance with the Advisers Act. EAG 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. EAG 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 EAG's successor and assigns. EAG, 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).

INTELLECTUAL PROPERTY

All content provided as part of the 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 the Services.

ABOUT EMPOWER ADVISORY GROUP, LLC

Additional information about the services provided by EAG may be found in EAG's Form ADV Part II, which is available free of charge online at www.adviserinfo.sec.gov and www.empower.com, or upon request by calling your Plan's toll-free number or by writing EAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

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

For example, if your account balance subject to My Total Retirement is $50,000.00, the maximum annual fee is 0.45% of the account balance. If your account balance subject to My Total Retirement 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%). 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.

If you cancel participation in the service, the fee will be based on your participation in My Total Retirement through the date of cancellation for asset-based fees. For dollar-based fees, the full billing period rate will be assessed notwithstanding the date of cancellation. If your Plan terminates its agreement with its recordkeeper, the fee will be debited based on your participation in the My Total Retirement through the date of such termination.

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https://dcprovider.com/EAG/EAG-ADV-2A-Brochure-MIM-MAS.pdf.

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