Welcome to Empower

Get personalized tools and real support for what's next

Planning for the future starts with feeling confident in where you're headed — and having the right tools to help you get there. Beginning February 5, 2026, the City of Seattle Voluntary Deferred Compensation Plan and Trust will move to Empower, a retirement provider focused on helping you invest well, live a little, and feel confident about your financial future.

With this move, you'll gain access to tools that help simplify your savings, including a personalized dashboard, insights into your goals, and helpful support when you need it. You don't need to take any action right now — your account will transfer automatically. Inside, you'll find key dates, what to expect, and some ways to make the most of your plan after the move.

Have a question for the City of Seattle Plan Management or feedback for the Trust Committee?
Send an email to: DeferredCompQuestions@seattle.gov

Scan the code to read the FAQ and learn more about your upcoming plan move.

Here's what you need to know before your retirement savings plan switches over to Empower

Plan transition

Your account will move to Empower on February 5, 2026. No action is required from you to transfer your account. The following details will transfer automatically:

- Contribution elections
- Current and future investment elections
- Beneficiary designations
- Outstanding loans
- Any scheduled distributions

To keep a copy of earlier Nationwide account statements or transaction history, log in to your Nationwide account and download them before the transition. If you need help or prefer a mailed copy, you can also contact Nationwide directly. Nationwide will send any tax documents for distributions you took while your account was with them.

Blackout period

A blackout period is needed to transfer your account information to Empower. January 21, 2026, is the last day you can submit a request in good order for a withdrawal or loan from Nationwide. For all other transactions, the blackout period will begin at 1 p.m. Pacific time on January 28, 2026. The blackout is expected to end the week of February 8, 2026.

During this time:

- You won't be able to make any account changes (e.g., contribution changes or transfers).
- Payroll deductions and employer contributions will continue and be credited after the transition.
- Your investments will continue to gain or lose value based on market conditions.

To make changes before the blackout period begins, contact Nationwide at **seattledcp.com** or toll-free at 855-550-1757. Once the blackout period ends, you'll have full access to your Empower account online, by phone, or through the mobile app.

How your account will transfer

As part of the transition, your current account balance will transfer to the same funds you've elected at Nationwide — except for the Galliard Stable Value Fund. Assets in that fund will transfer to the Putnam Stable Value Fund: 15 bps, which has a similar investment objective as the Galliard Stable Value Fund. If you haven't set any allocation, your balance will transfer into the plan's default investment option, a Vanguard Target Retirement Fund based on your birth date.

At Nationwide, you may have set different investment elections for different types of contributions. For example, you might have chosen one set of allocations for pre-tax contributions and another set for Roth. **At Empower, all future contributions will follow a single set of investment elections, regardless of contribution type. If that applies to your current setup, refer to page 4 for details on how your elections will transfer.**

If you'd like your investments to move differently, contact Nationwide at **seattledcp.com** or call 855-550-1757 toll-free before the blackout period begins. After the blackout ends, you'll be able to make updates easily through your new Empower account.

We encourage you to review your account before and after the transition to ensure your asset allocation aligns with your retirement goals. **Note:** Rebalancing elections will not transfer to Empower. You can set up new rebalancing preferences after the blackout ends.

Investment name	Ticker
AMG TimesSquare Mid Cap Growth Fund - Class Z	TMDIX
American Century Mid Cap Value Fund - R6	AMDVX
Brandywine Global Opportunities Bond Fund - Institutional Shares	GOBIX
DFA US Targeted Value I	DFFVX
Dodge & Cox International Stock Fund	DOXFX
Dodge & Cox Stock Fund	DOXGX
EuroPacific Growth Fund - Class R6	RERGX
Hood River Small Growth	HRSIX
PIMCO Total Return Fund - Institutional Class	PTTRX
Putnam Stable Value Fund: 15 bps	N/A*
Vanguard FTSE Social Index I	VFTNX
Vanguard Institutional 500 Index Trust Unit D	N/A*
Vanguard Institutional Total Bond Market Index Fund - D	N/A*
Vanguard Institutional Total International Stock Index - D	VTSNX
Vanguard Institutional Total Stock Market Index Fund - D	N/A*
Vanguard S&P Mid-Cap 400 Index Fund - Institutional Shares	VSPMX
Vanguard S&P Small-Cap 600 Index Fund - Institutional Shares	VSMSX
Vanguard US Growth Fund - Admiral Shares	VWUAX
Target date funds*	**Birth date range**
Vanguard Target Retirement Income Trust I	1952 and prior
Vanguard Target Retirement 2020 Trust I	1953 – 1957
Vanguard Target Retirement 2025 Trust I	1958 – 1962
Vanguard Target Retirement 2030 Trust I	1963 – 1967
Vanguard Target Retirement 2035 Trust I	1968 – 1972
Vanguard Target Retirement 2040 Trust I	1973 – 1977
Vanguard Target Retirement 2045 Trust I	1978 – 1982
Vanguard Target Retirement 2050 Trust I	1983 – 1987
Vanguard Target Retirement 2055 Trust I	1988 – 1992
Vanguard Target Retirement 2060 Trust I	1993 – 1997
Vanguard Target Retirement 2065 Trust I	1998 – 2002
Vanguard Target Retirement 2070 Trust I	2003 and after

*Ticker symbols are used to identify registered mutual funds. Investment options such as collective investment trusts and institutional separate accounts are not required to register with the SEC and so do not have ticker symbols.

Investing involves risk, including possible loss of principal.

How your account will transfer (continued)

Future contributions

To determine which set of investment elections will carry over, Empower will follow this order:

1. First, your pre-tax investment allocation
2. If no pre-tax election is on file, your Roth allocation
3. If neither is available, your Fire Guarantee allocation
4. If none of the above are available, your future contributions will be directed to the plan's default fund based on your birth date

Schwab PCRA

If you currently hold investments in a PCRA, your current PCRA will remain active. **Please see the accompanying Important information for current Schwab Personal Choice Retirement Account® (PCRA) holders** for more information about how the move impacts your account.

Managed accounts

If you're currently enrolled in ProAccount at Nationwide, you'll be automatically enrolled in My Total Retirement™ at Empower after the blackout. Please see the enclosed Notice for participants currently enrolled in ProAccount for further information. **If you don't want to be enrolled in My Total Retirement at Empower,** simply unenroll from ProAccount at Nationwide by January 28, 2026. You also have the option to unenroll after the blackout ends by contacting Empower.

Outstanding loans

If you have a loan through the plan, it will transfer automatically to Empower. **Active employees:** Loan payments will continue through payroll — no action is needed. **Former employees** using automated bank payment (ACH deposit): Your existing ACH payment information will carry over to Empower. **Reminder:** Even with automatic loan transfers, it's important to make sure your payments stay on track. If a loan defaults, the remaining balance may be treated as a taxable distribution and could be subject to taxes and penalties.

Distribution payments

- **If you're scheduled to receive a payment during the blackout period, Nationwide will process it early to help ensure there's no disruption.** After the blackout ends, your payments will continue through Empower. Be sure to review your payment details after the transition to ensure everything is accurate.
- **Paper checks** will continue without interruption.
- **Installment payments via ACH** will transfer automatically — your current ACH instructions will carry over to Empower.
- **To set up direct deposit after the move,** log in and go to *Account Overview* → *Account Information* → *Manage bank accounts* to add your information. Follow the steps to provide the information and then go to *Account Overview* → *Withdrawals*. There, select your outstanding installment and assign *Direct Deposit* as your payment method.
- **If you have an existing W-4P-eligible installment, a withholding update is required.** To comply with IRS regulations, we will update your federal and state income tax withholding on your payments to the IRS and your state's default withholding rate, applying the federal rate of 22% with no adjustments (regardless of your marital status).

  This change will occur upon the transition of your account balance to Empower and will be effective on payments that you receive after the transition.

  To make income tax-withholding elections other than the default withholding, complete and return the updated IRS Form W-4P to Empower after the end of the transition. You can download the form by visiting irs.gov typing "W-4P Form" into the search bar and clicking on the corresponding PDF link. Mail the form to: Empower, ATTN 457(b) Department, PO Box 173764, Denver, CO 80217-3764. For additional information about the impact these forms will have on income tax-withholding elections, refer to the 2025 IRS Publication 15-T or consult your tax advisor.

Dedicated onsite education consultant

With the move to Empower, you'll continue to have access to an education consultant dedicated to the City of Seattle Voluntary Deferred Compensation Plan and Trust. Your onsite education consultant is a salaried professional with one goal: To help you prepare you for retirement.

Your education consultant can provide you with one-on-one counseling with personalized account services at no cost to you, such as enrollment, contributions, retirement readiness, investment choices, account reviews, comparison of retirement plans, and rollovers (consider all your options in their features and fees before moving money between accounts).

Meeting your retirement goals can start with your onsite education consultant. **After the transition is complete, be on the lookout for more information on how to set up a one-on-one appointment or to find out about upcoming retirement planning seminars.**

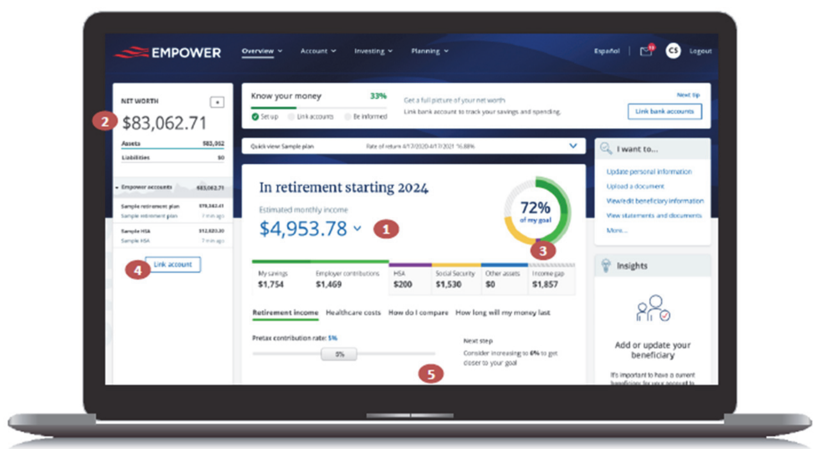
A new online experience

State-of-the-art dashboard

After the transition is complete and you create your account at Empower, you will have an enhanced digital experience and resources intended to help you achieve your savings and retirement goals. Your Empower Personal Dashboard™ will give you a real-time view of spending, saving, debt, and more so you can track, manage, and plan all your financial priorities in one place.

Your personal and financial data is protected with multifactor authentication, fraud alerts, and encryption. For more information regarding account security, including the Empower Security Guarantee, visit **empower.com** and, from the list of additional links at the bottom of the page, click *Cybersecurity*.

1. Know your estimated monthly retirement income.
2. See and understand your net worth.
3. Manage progress toward your goals.
4. Easily and securely connect other accounts.
5. Access an expanded financial toolbox.



FOR ILLUSTRATIVE PURPOSES ONLY

Connect other accounts

Easily and securely connect other accounts like checking, savings, credit cards, HSAs, 529s, and brokerage accounts from over 16,000 financial institutions. You can also add assets such as home values (via Zillow) and collectibles for a fuller financial picture. Connecting accounts takes just minutes and gives you a comprehensive view of your net worth — including what you own and what you owe — so you can better understand your overall financial position.

Important notice

Your rights in City of Seattle Voluntary Deferred Compensation Plan and Trust (the plan)

December 15, 2025

This notice is to inform you that your account in the plan will transfer to Empower effective February 5, 2026.

As a result of this change, you will be temporarily unable to check your account balance; transfer or diversify your investments (including investments held within a self-directed brokerage account) in your plan account; or obtain a loan, withdrawal, or distribution. This period, during which you will be unable to exercise these rights otherwise available under the plan, is called a blackout period. Whether or not you are planning retirement in the near future, we encourage you to carefully consider how this blackout period may affect your retirement planning as well as your overall financial plan.

The temporary blackout period begins at 1 p.m. Pacific time on January 28, 2026, and is expected to end the week of February 8, 2026. During this time, you will not have access to your account. You will be unable to check your account balance; transfer or diversify your investments (including investments held within a self-directed brokerage account); or obtain a loan, withdrawal, or distribution from your plan account. Please note that January 21, 2026, is the deadline to submit a request in good order for a distribution or loan.

Before the blackout period begins, it is very important that you review and consider the appropriateness of your current investments because you will be unable to transfer or diversify those investments during the blackout period. For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income, and investments.

To review your plan account and request any changes to the account's investment allocation before the blackout period begins, contact Nationwide toll-free at 855-550-1757 or access your account online at **seattledcp.com** before 1 p.m. Pacific time on January 28, 2026.

Once the blackout period ends, you will have full access to your plan account at Empower. If you have questions concerning this notice or would like to confirm the status of the blackout period, contact Empower toll-free at **844-457-4SEA (844-457-4732).**

Dates and times are subject to change.

Please contact Empower for more information.

Diversification does not ensure a profit or protect against loss.

Contact Empower for a prospectus, summary prospectus for SEC-registered products, or disclosure document for unregistered products, if available, containing this information. For prospectuses related to investments in your self-directed brokerage account (SDBA), contact your SDBA provider. Read each carefully before investing.

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time. Although the fund's board has no current intention to impose a fee upon the sale of shares, the board reserves the ability to do so after providing at least 60 days' prior written notice to shareholders.

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

Empower Retirement, LLC and its affiliates are not affiliated with Zillow.

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.

Online Advice and My Total Retirement are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser. Past performance is not indicative of future returns. You may lose money.

Securities available through Schwab Personal Choice Retirement Account (PCRA) are offered through Charles Schwab & Co., Inc. (Member SIPC), a registered broker-dealer. Additional information can be obtained by calling 888-393-7272. Charles Schwab & Co., Inc. and Empower Financial Services, Inc. are separate and unaffiliated.

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✂ -------------- Cut this off and refer to it during the week of February 8, 2026 -------------- ✂

Follow this checklist the week of February 8

Getting started with your new Empower account is easy — there are three simple ways:

☐ **Access your account** – After the blackout has ended, you can access your account and start enjoying all the new features:

1. **Online – seattledcp.com** To access your Empower account for the first time, Click the *Register* button, follow the prompts on the *I do not have a PIN* tab to enter your personal information, and create a username and password.

   Note: While you'll use the same website address as you did at Nationwide, you'll need to register your new account with Empower. If you still see the Nationwide site when you go to the web address, try refreshing the page or opening it in a new browser window. If that doesn't work, you may need to clear saved files (called "cache") so the new Empower site appears.

2. **Mobile – Empower app:** View and manage your account anywhere, anytime with the Empower app. Simply search for Empower and look for this image in the App Store® from Apple® or on Google Play™ for Android™

3. **By phone – Toll free at 844-457-4SEA (844-457-4732):** Empower representatives are available weekdays from 5 a.m. to 7 p.m. Pacific time (excluding most financial market holidays) and Saturdays from 6 a.m. to 2:30 p.m. Pacific time.

☐ **Review your beneficiary and investment elections**, and update if necessary.

☐ **Confirm your distribution details (if applicable)** have been carried over to your new account.

☐ **Add your salary information** to make the best use of the tools available to you.

☐ **Update your contact information** – Review your contact information (phone and email address) and personal preferences so that you receive important account alerts. Change of addresses for those actively employed must be completed through City of Seattle.

☐ **Learn more** – Scan the QR code to learn how to register and navigate the Empower website. Webinars are held on the second and fourth Wednesdays of each month at 8 a.m. and 12 p.m. Pacific time.

Important information for current Schwab Personal Choice Retirement Account® (PCRA) holders

As part of the transition of your City of Seattle Deferred Compensation Plan Empower, your PCRA will remain at Schwab and you will be able to maintain your existing account number. **This letter will explain the details of your account transition and help you reestablish your Schwab PCRA online access. Please review the information thoroughly.**

You may continue to trade within the PCRA during the transition to Empower. However, transfers and trades between your retirement account and your Schwab PCRA will be restricted (blackout period) beginning at 1 p.m. Pacific time on January 28, 2026, and expected to end the week of February 8, 2026.

Through your continued use of the Schwab PCRA, you agree that you are solely responsible for determining the PCRA investments that are suitable to you and for any losses to your PCRA, and that you, on behalf of yourself and your heirs, successors and assignees, will not hold your employer, Charles Schwab, or any of your plan's service providers liable for any negative consequences resulting from your use of the PCRA.

Core and transfer minimums

- Once your PCRA is administratively transferred, you will be required to maintain a minimum balance of $5,000 of your account balance in the core funds.
- If you wish to make transfers into your PCRA from your core funds, a transfer minimum of $1000 will apply.
- Monies will be transferred first into the Schwab Bank Sweep for Benefit Plans, the cash feature within your PCRA. You may then access your Schwab PCRA to make trades from the monies in your Schwab Bank Sweep for Benefit Plans.

Advisors or trading authorizations

- If you've designated a financial advisor on your current PCRA or given trading authorization to another individual, those assignments will not transfer to your new PCRA.
- If you'd like to designate a financial advisor on your PCRA or assign trading authorization or power of attorney to another individual, and if this is allowed per your plan rules, please contact Charles Schwab after the transition is complete.

If you do not want to retain your Schwab PCRA when your plan transfers to Empower

You must liquidate all noncash holdings within your current PCRA and request the transfer of your PCRA assets back into the core funds (non-PCRA investments) within the plan no later than 1 p.m. Pacific time on January 28, 2026. If you do not act as described, a PCRA will be opened for you, and your assets will be transferred to the new account. Trades to liquidate the current PCRA holdings and transfer of proceeds to the core funds should be initiated via your plan's website at seattledcp.com or by calling toll-free at 855-550-1757.

If you hold investments in your current PCRA that are not eligible for transfer to your Schwab PCRA

If you have non-eligible investments, including but not limited to real estate, municipal bonds, foreign securities, worthless or chilled securities, privately held securities, limited partnerships, or certain mutual funds that Charles Schwab does not have trading agreements with, those investments must be liquidated in your current SDBA prior to January 28, 2026.

You will be informed if you have non-eligible investments, and they must be liquidated in your current SDBA. If the non-eligible investments are not liquidated by January 28, 2026, they may be fully liquidated on your behalf.

In order to begin trading in your account(s) once the conversion is complete, a Limited Power of Attorney (LPOA) form needs to be completed. The LPOA form can be completed electronically by following the steps below, and is required for both the non-Roth and Roth accounts if applicable:

Follow the steps below:

- Log on to schwab.com/pcraopen.
- Enter 100690-01 as the Retirement Plan ID, 1234 as your Plan Access Code, and your Social Security number.
- Click on *Login*.
- On the next screen, enter your PCRA account number. (This can be found in your Schwab Account Verification Letter that was mailed to you separately.)
- Click on the link: *Complete LPOA for Account Number*.
- Consent to the online application process by checking the *Yes* box and click *Continue*.
- To finish the account opening process, enter your personal information to complete the LPOA form.
- If any issues are encountered, please call the dedicated PCRA Call Center at 888-393-PCRA (7272) for assistance.

To reestablish web access to your account, go to schwab.com and follow the instructions below:

- Click *First Time Users* and click *Start*.
- Enter your social security number, brokerage number, date of birth, and home phone number.
- Confirm an asset currently held in your account (if enabling web access prior to the transfer date, there will be no assets in the account)
- Establish a login and password for your account.
- If any issues are encountered, please call the dedicated PCRA Call Center at 888-393-PCRA (7272) for assistance.

If these steps are not completed before the brokerage platform transition is complete, your account may be restricted at the time of transfer and will remain restricted until the application process is complete.

Sincerely,

Empower

Carefully consider the investment option's objectives, risks, fees, and expenses. Contact Empower for a prospectus, summary prospectus for SEC-registered products, or disclosure document for unregistered products, if available, containing this information. For prospectuses related to investments in your self-directed brokerage account (SDBA), contact your SDBA provider. Read them carefully before investing.

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.

Securities available through Schwab Personal Choice Retirement Account (PCRA) are offered through Charles Schwab & Co., Inc. (Member SIPC), a registered broker-dealer. Additional information can be obtained by calling 888-393-7272. Charles Schwab & Co., Inc. and Empower Financial Services, Inc. are separate and unaffiliated.

Brokerage Products: Unless otherwise noted: NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE

Notice for participants currently enrolled in ProAccount at Nationwide

If you are currently enrolled in ProAccount at Nationwide you will be automatically enrolled in My Total Retirement™ offered under Empower Advisory Services upon blackout release. The Empower Advisory Services suite of services is offered by Empower Advisory Group, LLC, a registered investment adviser.

Your current assets will be transferred per the instructions communicated in the **How your account will transfer** section of the enclosed guide. Upon blackout release, you will be enrolled in My Total Retirement, and your transferred assets will temporarily remain in the mapped funds until your My Total Retirement transactions are processed.

There is an annual asset-based fee for My Total Retirement. Fee details are included in the enclosed **Advisory Services Agreement**. All converting participants will receive 60 days of service from their My Total Retirement enrollment date without additional cost, whether they remain in the service or not.

If you remain enrolled in My Total Retirement, fees will begin to accrue on the 61st day after your enrollment date. If you do not want to be enrolled in My Total Retirement, simply unenroll from the ProAccount option at Nationwide by January 28, 2026. You also have the option to unenroll from the service once blackout has been released by contacting Empower at **844-457-4SEA (844-457-4732)** or **seattledcp.com**.

My Total Retirement provides:

- An annual Retirement Readiness Review that measures an estimate of reaching your retirement goals.*
- A personalized savings strategy that shows you how much you may need to save for retirement.
- Professional portfolio management that monitors and changes the investments in your account to help you manage your investment risk by utilizing the investment options available in your plan.
- A team of dedicated investment adviser representatives to help answer your questions.

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 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

EAG offers the following two Services to your Account: Online Advice and the 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.

<u>Online Advice</u>: 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 available within your Account. You decide whether to implement the advice delivered through Online Advice.

- EAG does not provide advice for, or recommend allocations 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.

<u>Managed Account service</u>: 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, but not limited to, 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. 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'll 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.

- Under the Managed Account service, EAG has discretionary authority over allocating your assets among the Plan's investment options without your prior approval of each transaction. EAG is not responsible for either the selection or maintenance of the investment options available within your Plan. Further, EAG is not responsible for any delays or limitations impacting the Managed Account service attributable to restrictions imposed by a third-party investment provider of an investment option within your Account.
- EAG does not provide advice for, or recommend allocations 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 the Managed Account service 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 PARTICIPATION 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 Managed Account service methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the Managed Account service 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 customer service number 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 the Managed Account service, 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 and to related IRA products. If you pay for these services through an arrangement where our affiliates charge a direct fee, EAG's affiliates may receive additional fees for these services as a result of EAG's recommendations, because you may contribute, invest, or transact in more assets with EAG's family of companies.
- Proprietary investment funds. EAG's affiliates offer proprietary investment funds, and EAG 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 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. 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 Account pursuant to our recommendation or investment management. For example, a mutual fund available through your Plan 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 Plan sponsors and 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 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 EAG. Once you have opted-out of the Managed Account service, 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 the Managed Account service.

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.

STANDARD OF CONDUCT, LIABILITY AND INDEMNITY

EAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to customers with respect to investment advice it provides. EAG 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. EAG uses reasonable care, consistent with industry practice, in providing services to you. EAG, 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 EAG 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.

EAG, 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 EAG or its affiliates who provides services for 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.

You agree to indemnify, defend and hold harmless EAG 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, EAG 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, 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 customer 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. 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 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 Plan's agreement with EAG, 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. 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 customer service number or by writing EAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

SUPPLEMENT A

FEES FOR THE SERVICE

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

Online Advice	**Quarterly Fee**	**Annual Fee**
	$0.00	$0.00

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

For example, if your account balance subject to 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%).

If you cancel participation in the service, the fee will be based on your participation in the 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.

You can access our Privacy Policy via the link below:
https://www.empower.com/privacy

You can access our ADV Disclosure Brochure via the link below:
https://dcprovider.com/EAG/EAG-ADV-Part-2A-Brochure-MIM-MAS.pdf

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 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

EAG offers the following two Services to your Account: Online Advice and the 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.

<u>Online Advice</u>: 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 available within your Account. You decide whether to implement the advice delivered through Online Advice.

- EAG does not provide advice for, or recommend allocations 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.

<u>Managed Account service</u>: 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, but not limited to, 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. 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'll 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.

- Under the Managed Account service, EAG has discretionary authority over allocating your assets among the Plan's investment options without your prior approval of each transaction. EAG is not responsible for either the selection or maintenance of the investment options available within your Plan. Further, EAG is not responsible for any delays or limitations impacting the Managed Account service attributable to restrictions imposed by a third-party investment provider of an investment option within your Account.
- EAG does not provide advice for, or recommend allocations 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 the Managed Account service 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 PARTICIPATION 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 Managed Account service methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the Managed Account service 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 customer service number 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.

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- Investment advice and management services. EAG's representatives may recommend that you use the Services for your Account. If you enroll in the Managed Account service, EAG will earn additional compensation, since you will pay fees to use the Service as described in Appendix A.
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- Proprietary investment funds. EAG's affiliates offer proprietary investment funds, and EAG 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 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. 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 Account pursuant to our recommendation or investment management. For example, a mutual fund available through your Plan may make 12b-1 payments to EAG's affiliated broker-dealer based on your Account investment.
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You agree to indemnify, defend and hold harmless EAG 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, EAG 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, 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 customer 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.

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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. 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 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 Plan's agreement with EAG, 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. 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).

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SUPPLEMENT A

FEES FOR THE SERVICE

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

Online Advice	**Quarterly Fee**	**Annual Fee**
	$0.00	$0.00

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

For example, if your account balance subject to 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%).

If you cancel participation in the service, the fee will be based on your participation in the 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.

You can access our Privacy Policy via the link below:
https://www.empower.com/privacy

You can access our ADV Disclosure Brochure via the link below:
https://dcprovider.com/EAG/EAG-ADV-Part-2A-Brochure-MIM-MAS.pdf