



Participant Enrollment Governmental 457(b) Plan

Massachusetts Deferred Compensation SMART Plan - Voluntary OBRA

98966-03

Participant Information

| | | | | | | | | | | | | | | | | | |
|---|--|-----|------------|-------|--|------------|--|---------------|------------------------|----------------------------------|--|------------------------------------|--|---------------------------------|--|-------------------------------|--|
| Last Name | | | First Name | | | MI | | | Social Security Number | | | | | | | | |
| Address - Number & Street | | | | | | | | | | | | E-Mail Address | | | | | |
| City | | | | State | | Zip Code | | | | <input type="checkbox"/> Married | | <input type="checkbox"/> Unmarried | | <input type="checkbox"/> Female | | <input type="checkbox"/> Male | |
| Mo | | Day | | Year | | Mo | | Day | | Year | | | | | | | |
| () | | | | () | | | | Date of Birth | | | | Date of Hire | | | | | |
| Home Phone | | | | | | Work Phone | | | | | | Annual Income | | | | | |
| Do you have a retirement savings plan with a previous employer or an IRA? <input type="checkbox"/> Yes or <input type="checkbox"/> No | | | | | | | | | | | | | | | | | |

Statement Delivery - Participant quarterly statements are sent regular mail via the U.S. Postal Service. If you prefer an environmentally friendly alternative, please visit www.mass-smart.com for fast and easy enrollment in our Online File Cabinet service.

Payroll Information

I elect to contribute _____% or \$_____ (per pay period) of my compensation as before-tax contributions to the Governmental 457(b) Deferred Compensation Plan until such time as I revoke or amend my election.

Payroll Effective Date: _____
Mo Day Year

| | | | |
|---------------|--|--|--|
| Division Name | | To be completed by Representative: _____ | |
| | | Division Number | |



Last Name

First Name

MI

Social Security Number

Managed Accounts Service Information

The Managed Accounts Service provided by Advised Assets Group, LLC ("AAG") will automatically direct your investment election for future contributions and will rebalance your account quarterly, if necessary. This election will be effective the day of receipt if received in good order by Service Provider prior to New York Stock Exchange market close. Any request received after New York Stock Exchange market close will be considered received the next business day. By electing the Managed Accounts Service, I agree to the fees associated with this service and understand the fee will be deducted from my account on a quarterly basis in accordance with the attached Managed Accounts Agreement. If you prefer to make your own investment decisions and not participate in this service, simply select the Select My Own Investment Options box and enter your investment instructions in the Investment Option Information section.

Managed Accounts Service:

By checking this box, I elect to have my account professionally managed by Advised Assets Group, LLC ("AAG") until such time as I revoke or amend my election.

-OR-

Select My Own Investment Options:

I elect to direct my own investments. By declining the Managed Accounts Service, I agree to, understand and acknowledge the following:

1. I had the opportunity to have an investment expert, Advised Assets Group, LLC ("AAG"), make investment decisions on my behalf and I chose not to accept this option.
2. I am required to direct all the investments of my accounts (current balance, future contributions and rollover monies) in this Plan by completing the investment election in the Investment Option Information section.
3. I take full responsibility for my own investment elections.
4. I have received and reviewed the information in my enrollment kit about my investment choices and have had an opportunity to freely choose how my accounts are invested. I further understand and agree that my employer and other Plan fiduciaries will not be liable for the results of my personal investment decisions.

Make your investment election for future deposits in the Investment Option Information section.

Do not complete this section if you are electing to enroll in the Managed Accounts Service.

Investment Option Information (applies to all contributions) - Please refer to your communication materials for information regarding each investment option.

I understand that funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.

| <u>INVESTMENT OPTION NAME</u> | <u>INVESTMENT OPTION CODE</u> (Internal Use Only) | | <u>INVESTMENT OPTION NAME</u> | <u>INVESTMENT OPTION CODE</u> (Internal Use Only) | |
|--|--|---------|--|--|---------------|
| SMARTPath 2000 Retirement Fund | SMPT00 | _____ % | Active Small Cap Stock Portfolio | WELASC | _____ % |
| SMARTPath 2005 Retirement Fund | SMPT05 | _____ % | SSgA Russell Small Cap Idx Sec Lnd Ser I | SVR2IS | _____ % |
| SMARTPath 2010 Retirement Fund | SMPT10 | _____ % | Eaton Vance Large Cap Value Eq Com Tr | ETCLCV | _____ % |
| SMARTPath 2015 Retirement Fund | SMPT15 | _____ % | Fidelity Fund | FDFIDF | _____ % |
| SMARTPath 2020 Retirement Fund | SMPT20 | _____ % | Fidelity Growth Company Fund | FDGCOM | _____ % |
| SMARTPath 2025 Retirement Fund | SMPT25 | _____ % | SSgA S&P 500 Idx Securities Lnd Series I | SV500 | _____ % |
| SMARTPath 2030 Retirement Fund | SMPT30 | _____ % | T Rowe Price Structured Research Comm Tr | TRSRCT | _____ % |
| SMARTPath 2035 Retirement Fund | SMPT35 | _____ % | Eaton Vance High Yield Fund | EVHYMA | _____ % |
| SMARTPath 2040 Retirement Fund | SMPT40 | _____ % | PIMCO Total Return Instl | PTTRX | _____ % |
| SMARTPath 2045 Retirement Fund | SMPT45 | _____ % | SSgA US Bond Idx Securities Lnd Series I | SVPBMI | _____ % |
| SMARTPath 2050 Retirement Fund | SMPT50 | _____ % | SSgA US Infl Prt Bd Idx Non Lnd Ser A | SVPTIP | _____ % |
| SMARTPath 2055 Retirement Fund | SMPT55 | _____ % | The Income Fund | MELINC | _____ % |
| SSgA Int'l Index Sec Lending Series Cl I | SVEAFT | _____ % | Vanguard Reserve Prime Money Market Inst | VMRXX | _____ % |
| International Equity Fund | MASIEF | _____ % | | | |
| INVESCO Equity Real Estate Sec Tr Cl MA | IVERES | _____ % | | | |
| | | | MUST INDICATE WHOLE PERCENTAGES | | = 100% |

Last Name

First Name

MI

Social Security Number

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 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 state law.

You may only designate one primary and one contingent beneficiary on this form. However, the number of primary or contingent beneficiaries you name is not limited. If you wish to designate more than one primary and/or contingent beneficiary, do not complete the section below. Instead, complete and forward the Beneficiary Designation form.

Primary Beneficiary

100.00%

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

Contingent Beneficiary

100.00%

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

Participation Agreement

Withdrawal Restrictions - I understand that the Internal Revenue Code (the "Code") and/or my employer's Plan Document may impose restrictions on transfers and/or distributions. I understand that I must contact the Plan Administrator/Trustee to determine when and/or under what circumstances I am eligible to receive distributions or make transfers.

Investment Options - If I elect to direct my own investments, I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have investment options established under the Plan as specified in the Investment Option Information section. I understand and agree that this account is subject to the terms of the Plan Document. I understand and acknowledge that all payments and account values, when based on the experience of the investment options, may not be guaranteed and may fluctuate, and, upon redemption, shares may be worth more or less than their original cost. I acknowledge that investment option information, including prospectuses, disclosure documents and Fund Profile sheets, have been made available to me and I understand the risks of investing.

I understand if I elect to have my account managed by Advised Assets Group, LLC ("AAG"), 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 Managed Accounts Service, I understand that I must provide my Social Security number, date of birth, gender, marital status and annual income. If any of this information is not provided, I understand that I will not be enrolled in the Managed Accounts Service.

Compliance With Plan Document and/or the Code - I agree that my employer or Plan Administrator/Trustee may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of the Plan Document and/or the Code. I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred.

Incomplete Forms - I understand that in the event my Participant Enrollment form is incomplete or is not received by 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.

Managed Accounts Service Fee - If you elect the Managed Accounts Service, a quarterly fee will be assessed. If you wish to opt-out in the future please call an Advised Assets Group, LLC ("AAG") Representative at your Plan's the Voice Response System number.

Last Name

First Name

MI

Social Security 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 Managed Accounts Agreement. I understand that Service Provider is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, Service Provider cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC Web site at:

<http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

Deferral agreements must be entered into prior to the first day of the month that the deferral will be made. I verify that this enrollment was unsolicited. I did not meet with a representative on a one-on-one basis regarding investment options.

Participant Signature

Date

Participant forward to Service Provider at:

Great-West Retirement Services®

255 Bear Hill Road

Waltham, MA 02451

Phone #: 1-877-457-1900

Fax #: 1-781-890-2919

Web site: www.mass-smart.com

Great-West Retirement Services® refers to products and services provided by Great-West Life & Annuity Insurance Company, FASCore, LLC (FASCore Administrators, LLC in California), First Great-West Life & Annuity Insurance Company, White Plains, New York, and their subsidiaries and affiliates. Great-West Life & Annuity Insurance Company is not licensed to conduct business in New York. Insurance products and related services are sold in New York by its subsidiary, First Great-West Life & Annuity Insurance Company. Other products and services may be sold in New York by FASCore, LLC.

**ADVISED ASSETS GROUP, LLC
ADVISORY SERVICES AGREEMENT**

Please read the following terms and conditions carefully before using or enrolling in any of the services described below. Your use of any service will signify your consent to be bound by the terms and conditions set forth in this Agreement.

Fees for the Service

Fees for each service are shown below. The fees are assessed on a quarterly basis and the chart below reflects the quarterly and annual fee amount.

| Guidance | Quarterly Fee | Annual Fee |
|----------|---------------|------------|
| | No Fee | No Fee |

| Advice | Quarterly Fee | Annual Fee |
|--------|---------------|------------|
| | \$6.25 | \$25.00 |

| Managed Accounts Participant Account Balance | Quarterly Fee | Annual Fee |
|---|---------------|------------|
| < \$100,000.00 | 0.1375% | 0.55% |
| Next \$150,000.00 | 0.1125% | 0.45% |
| Next \$150,000.00 | 0.0875% | 0.35% |
| > \$400,000.00 | 0.0625% | 0.25% |

For example, if your account balance subject to Managed Accounts is \$50,000.00, the maximum annual fee is 0.55% of the account balance. The amount collected quarterly would be 0.1375% based upon your account balance on the day of fee assessment as described above. If your account balance subject to Managed Accounts is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 0.55% (quarterly 0.1375%), the next \$150,000.00 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%), and any amounts over \$400,000.00 will be subject to a maximum annual fee of 0.25% (quarterly 0.0625%). All fees are assessed on a quarterly basis. For example, the maximum quarterly fee for an account balance less than \$100,000.00 (subject to maximum annual fee of 0.55%) would be 0.1375% quarterly as demonstrated above.

The fees for Advice and Managed Accounts will generally be debited from your account within the last five (5) to seven (7) business days of each quarter which may or may not correspond to a calendar quarter; however, if you cancel participation in Managed Account Investor, the fee will be based on your account balance on the date of cancellation and will be debited from your account within five (5) to seven (7) business days of the cancellation date. Use of on-line investment advice at any time during a quarter will result in your account being debited the quarterly fee. If your Plan terminates its agreement with Advised Assets Group, LLC ("AAG"), the fee, based on your account balance on the date of termination, will be debited within the last five (5) to seven (7) business days of that quarter. If your Plan terminates its service agreement with Great-West Life & Annuity Insurance Company ("Great-West"), the fee, based on your account balance on the date of termination, will be debited upon termination. The fee you are charged depends on the Plan you participate in, and in certain instances, the fee for the Managed Account Investor may actually be lower than the fee depicted.

DISCLAIMERS

AAG uses reasonable care, consistent with industry practice, in providing services to you. AAG and your Plan Sponsor do not guarantee the future performance of your account or that the investments we recommend will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. The investments we may recommend or purchase for your account, if applicable, are subject to various risks, including, without limitation; business, market, currency, economic, and political risks. AAG does not provide advice for, recommend allocations of, or manage individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, even if they are available for investment in your Plan. We do not select the investment options available for investment in your Plan. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your Plan.

AAG and the Plan Sponsor will not be liable to you for any loss caused by (1) our prudent, good faith decisions or actions, (2) following your instructions, or (3) any person other than AAG or its affiliates who provides services for

your account. Neither AAG nor your Plan Sponsor will be liable to you for any losses resulting from your disclosure of your personal information or your PIN number to third parties even if the purpose of your disclosure is to enable such person to enroll you in, or cancel your enrollment in, Advisory Services. AAG is not responsible for voting proxies for the securities in your account. We do not guarantee that the services or any content will be delivered to you uninterrupted, timely, secure, or error-free.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AAG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE SERVICE CONTENT, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TIMELINESS, ACCURACY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, AAG DOES NOT WARRANT THAT THE SERVICE OR CONTENT CONTAINED IN IT WILL BE UNINTERRUPTED, ERROR FREE, FULLY AVAILABLE AT ALL TIMES OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICE IS FREE OF ERRORS OR OTHER HARMFUL CONTENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND THAT IN NO EVENT WILL THE PLAN SPONSOR, AAG OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS OR ANY DATA PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless AAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, your employer, the Plan Administrator, Plan Sponsor, Plan trustees, Plan fiduciaries, their agents, employees, and contractors 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.

DESCRIPTION OF SERVICES

Your plan sponsor has agreed to make one or more of the below services offered by AAG available to you. If you are enrolled in multiple accounts with your employer and you elect Managed Accounts through Reality Investing, this may be treated as an election for all of your accounts. Please contact your local representative for further details as to whether this applies to your plans.

To determine which services your plan sponsor has agreed to make available to you, please refer to the communication materials provided by AAG or ask your plan sponsor.

You must provide all data that is necessary for AAG to perform its duties under this Agreement, including but not limited to: your date of birth, income, gender, and state of residence, which AAG may rely upon in providing the services to you. For each service described below, if the data supplied by the Plan Sponsor or you does not meet the methodology requirements, you will be contacted for updated information. If this is not completed, your enrollment in the service may be terminated.

AAG offers the following investment advisory services: guidance, advice, and managed accounts through Advisory Services.

On-Line Investment Guidance Investor: The On-Line Guidance Investor is geared toward participants who wish to manage their own retirement accounts. Participants are provided access to on-line guidance tools.

On-Line Advice Investor: On-Line Advice Investor is geared toward participants who wish to manage their own retirement plans while taking advantage of on-line guidance and investment advice. You are provided on-line guidance and investment advice for a personalized recommended investment portfolio. The recommended investment portfolio is based on information drawn from your Plan account profile and from the investment options available in your Plan. You may then implement the recommended investment portfolio and manage your retirement account on-line. AAG does not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies.

Managed Account Investor: Managed Account Investor is geared toward participants who wish to have a qualified financial expert select among the available investment options and manage their retirement accounts for them. You will receive a personalized investment portfolio that reflects your Plan investment options and your retirement timeframe, life stages and overall financial picture, including assets held outside the Plan (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your Plan account (AAG will not provide advice for, recommend allocations of, or manage your outside or non-Plan assets). Under the Managed Account Investor service, AAG has discretionary authority over allocating your assets among the core investment options without your prior approval of each transaction. AAG is not responsible for either the selection or maintenance of the investment options available within your Plan. AAG does not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies. Your balances in any of these investment options or vehicles may be liquidated, subject to your Plan's and/or investment provider's restrictions.

Managed Account Investor account assets in the Plan's core investment options will be automatically monitored, rebalanced and reallocated every quarter by AAG, based on data resulting from the methodologies and software employed by the Independent Financial Expert, to respond to market performance and to ensure optimal account performance over time. You will receive an account update and forecast statement annually and can update your personal information at any time by calling AAG at your Plan's existing toll-free customer service number or by visiting your Plan's Web site.

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

The Advisory Services methodology is powered by Ibbotson Associates. Ibbotson first builds stable, consistent asset allocation models at various risk levels. Based on Monte Carlo simulations of the participant's resources, liabilities, and human capital, an appropriate asset level portfolio is selected and a savings rate and retirement age are determined that best suits each participant's situation. The asset class level model portfolios are revisited annually. Investment options from the plan's menu are then selected to implement each asset-level model portfolio. These investment options are monitored and rebalanced quarterly.

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

Certain investment options in your Plan may charge a redemption fee or impose restrictions for market timing. Such restrictions or redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by AAG under On-Line Advice or Managed Account Investor may result in the imposition of a redemption fee or marketing timing base restriction on one or more investment options available in your Plan. Any redemption fees will be deducted from your account balance.

If you participate in Managed Account Investor, you must allocate all of your account balance to the Managed Account Investor service. You may not invest in other core investment options while also participating in Managed Account service. Once enrolled in Managed Account service, you will no longer be able to make investment allocation changes to your account on-line, via paper, or through your Plan's existing toll-free customer service number. This includes functionality for fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Once enrolled, you retain full inquiry access to your account and take a distribution. The aforementioned functionality will be restored to your account within one business day after you cancel participation in Managed Account service.

You may cancel participation in Managed Account Investor at any time by completing the cancellation form available on-line or by calling AAG at your Plan's existing toll-free customer service number. Once you have opted-out of the Managed Account service, you are responsible for managing your own account. In addition, your allocations and account balance (if applicable) will have already been established according to the Managed Account allocations. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations from the Managed Account allocations.

GENERAL PROVISIONS

AAG acknowledges that it is a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to investment advice (On-Line Advice Investor) and investment management (Managed Account Investor). AAG is not a fiduciary with respect to guidance. You may not assign this Agreement. We may not assign this Agreement (within the meaning of the Investment Advisors Act of 1940 ("Advisors Act")) without your

consent. The applicable venue or choice of law provisions with respect to the relationship between you and AAG are contained in your Plan's agreement for AAG to provide Advisory Services and is governed by and shall be construed in accordance with the laws of the state selected in the Plan's agreement for AAG to provide Advisory Services, without regard to conflict of law provisions. You agree that proper forum for any claims under this Agreement shall be in the courts of the state selected in the Plan's service agreement with AAG. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This agreement constitutes the entire Agreement between you and AAG with respect to the subject matter herein. If for any reason a provision or portion of this Agreement is found to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No failure or delay on the part of AAG in exercising any right or remedy with respect to a breach of this Agreement by you shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by you, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by AAG. All terms and provisions of this Agreement, including without limitation "Disclaimers", "Limitation of Liability", "Indemnification", "Intellectual Property", and "Privacy Policy", which should by their nature survive the termination of this Agreement, shall so survive. This Agreement will automatically terminate upon termination of your Plan's agreement with AAG, or upon termination of your Plan's service agreement with Great-West. Nothing in this Agreement shall be construed to waive compliance with the Advisors Act, ERISA, or any applicable rule or order of the Department of Labor under ERISA. AAG shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond its reasonable control, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure; lightning; supplier's failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or acts of terrorism. AAG reserves the right to modify this Agreement at any time. You agree to review this Agreement periodically so that you are aware of any such modifications. Your continued participation in Advisory Services shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of AAG's successor and assigns.

INTELLECTUAL PROPERTY

All content provided as part of Advisory Services, including without limitation names, logos, methodologies, and news or information provided by third parties, is protected by copyrights, trademarks, service marks, patents, or other intellectual property and proprietary rights and laws ("Intellectual Property") and may constitute trade secrets, as defined by applicable law. All such Intellectual Property is the property of their respective owners and no rights or licenses are granted to you as a result of your participation in Advisory Services.

PRIVACY POLICY

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

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

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

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

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

- We have your authorization to share your personal information with third parties;
- We need to share your personal information with our affiliates who provide a product or service you have requested or to maintain, service or administer your account (for example, our affiliated broker-dealer that executes transactions in your account; such affiliates do not have the right to use your personal information other than in the performance of services necessary to assist us);
- We need to share your personal information with your employer, plan sponsor and/or plan provider in order

- to provide the services described in our contract with your employer, plan sponsor and/or plan provider; or
- We are required by law to disclose your personal information (for example, in response to a subpoena, governmental or regulatory request, or to protect against fraud or other illegal activity).

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

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

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

ABOUT ADVISED ASSETS GROUP, LLC

AAG, a wholly owned subsidiary of Great-West, is a registered investment advisor with the Securities and Exchange Commission. AAG provides guidance, advisory and management solutions to defined contribution and deferred compensation plans and participants.

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

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

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

ABOUT IBBOTSON ASSOCIATES

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

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

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

ACCEPTANCE OF TERMS AND CONDITIONS OF ADVISORY SERVICES AGREEMENT

To determine which services your plan sponsor has agreed to make available to you, please refer to the communication materials provided by AAG or ask your plan sponsor.

If you agree to the terms and conditions set forth herein, you will be enrolled in the service you requested that is offered under Advisory Services. Your acceptance of the terms and conditions shall signify your consent to be bound by the applicable provisions of this Agreement, as they relate to the On-Line Investment Guidance, On-Line Investment Advice, or Managed Account services. Please note that upon enrollment in the Managed Account service, any currently initiated transfers or transactions will be cancelled, unless the market has already closed for the day.

If you do not agree to the terms and conditions set forth herein, you will not be enrolled in the service you requested that is offered under Advisory Services.