

Plan Confidence™ Services Agreement - Terms and Conditions

PLAN CONFIDENCE CORPORATION is a Securities and Exchange Commission ("SEC") registered investment adviser. PLAN CONFIDENCE CORPORATION has created a program called Plan Confidence™ services which is being offered to you through your adviser(also referred to as "Co-Adviser"). This service is known as the Plan Confidence Co-Advisory services. Your use of Plan Confidence™ services is conditional upon accepting our Agreement Terms and Conditions, Form ADV Part 2A Disclosure Brochure, Form ADV Part 2B Disclosure Brochure Supplement, Form CRS and Privacy Policy. By clicking "I Accept" and/ or using our services, "you the client" are agreeing to accept and to be bound by "our" Agreement Terms and Conditions of Service, Disclosures and Privacy Policy. Each time you log in to your account you are re-affirming your acceptance of these terms and conditions.

Plan Confidence™ Co-Advisory Services

"Personalized" investment advice offered through a non-affiliated State registered or SEC registered investment adviser firm(referred to as "Co-Adviser" or "your adviser"). Co-Advisers that have Co-Adviser agreements with PLAN CONFIDENCE CORPORATION, will provide advice to clients, assist clients in determining the suitability of the Plan Confidence™ services for their accounts, and assist clients in establishing and maintaining Plan Confidence™ services accounts. A Co-Adviser may also provide other investment advice to clients.

Each Co-Adviser firm may use any investment strategy available through Plan Confidence Corporation or program the Plan Confidence software with their own unique models. Regardless of the model provider, advice will be uploaded to the client dashboard and an email and/or "push" notification will be sent to the client. It is up the client to notify, the Co-Adviser, or to log in to their plan sponsor/custodian website and make any and all changes to their account.

A complete description of the Co-Adviser's services and fees are described in their Form ADV Part 2A Disclosure Brochure, Form ADV Part 2B Disclosure Brochure Supplement, Form CRS (if required) and Privacy Policy, that you acknowledge receiving from your adviser.

Plan Confidence™ "Do It Yourself" advice service is a non-discretionary advice service and you will be responsible for implementing and executing any of the advice under this agreement.

Plan Confidence™ "Do It For Me" advice service is a non-discretionary advice service and your adviser and/or PLAN CONFIDENCE CORPORATION will be responsible for implementing and executing the advice under this agreement

only after you "CLICK" the "Trade My Account" button. If you use the "Do It For Me" service, you authorize your adviser and/or PLAN CONFIDENCE CORPORATION to utilize an Order Management System on a non-discretionary trading basis, to implement asset allocation or re-balancing strategies on your behalf. Your adviser and/or PLAN CONFIDENCE CORPORATION will review the account and implement the strategies per the model chosen by you. Only Mutual Fund, Exchange Traded Funds (ETFs), Collective Investment Trusts (CITs) and Variable "Sub Accounts" tracked by Morningstar will be analyzed and/or recommended. Plan Confidence™ services DOES NOT analyze or recommend any individual equity or fixed income securities, target date funds, Asset Allocation and/or company stock investment options.

Risk of Loss – There are risks inherent in all financial decisions and transactions. PLAN CONFIDENCE CORPORATION cannot guarantee the current or future performance of investment recommendations, client accounts performance, or the success of any investment decision or strategy that PLAN CONFIDENCE CORPORATION may recommend or execute for you. You and/or your adviser may select an asset allocation model designed for your unique risk profile. Your risk profile is selected using multiple factors which include, but are not limited to, your age, assets outside of your account, expected time to retire, selected Asset Categories and, risk tolerance. There are no limitations on how often and/or when you can change your risk profile.

It is your responsibility to provide your adviser and/or PLAN CONFIDENCE CORPORATION with the complete line up of all your available investment options in your plan. It is your responsibility to inform your adviser and/or PLAN CONFIDENCE CORPORATION when any changes occur to your investment line up, so the software can be updated to reflect those changes. It is your responsibility to select the asset allocation model best suited to your particular situation and then implement any investment decisions that you wish to make for your account if using our "Legacy" or "Do It Yourself" services. Under no circumstances will the PLAN CONFIDENCE CORPORATION execute any of the trades in your account for these services.

If using the "Do It For Me" service, it is your responsibility to select the asset allocation model best suited to your particular situation prior to clicking the "Trade My Account" button informing your adviser and/or PLAN CONFIDENCE CORPORATION to implement investment decisions for your account.

It is your responsibility to read and accept any terms, policies and procedures of any third-party services used by PLAN CONFIDENCE CORPORATION.

It is your responsibility to know the policies and procedures regarding your account if it is in a qualified retirement plan. This includes, but is not limited to, how to implement changes to your FUTURE and CURRENT allocations,

any short-term trading policies, any investment options closed to new investors, etc.

Only Mutual Fund, Exchange Traded Funds (ETFs), Collective Investment Trusts (CITs) and Variable "Sub Accounts" tracked by Morningstar will be analyzed and/or recommended. The Services do NOT analyze or recommend any individual equity or fixed income securities, target date funds, Asset Allocation and/ or company stock investment options.

Regarding any investment information, it is understood that an investment in any security is subject to many risk factors. This service will not list the factors of risk that you may assume. It is your responsibility to know the risks associated with your account. By making changes to your account in conjunction with the information provided you are acknowledging and assuming the risk and outcome.

PLAN CONFIDENCE CORPORATION will notify you when changes have been made to the asset allocation models. The notification from PLAN CONFIDENCE CORPORATION may come via email and/or a "notification" on your registered device if you have downloaded one of our Apps and turned on your "push" notifications.

Plan Confidence Prudent Process

A complete listing of all your available investment options will be uploaded to the Plan Confidence database. Plan Confidence uses a proprietary scoring methodology to review the available investment options for each Client account and information provided by Morningstar, Inc. Each account will be re-scored twice per year or at any time when new investment options are available to you. You may complete a questionnaire that reviews the risk tolerance, age, all the available assets and other information necessary to be suggested for an Asset Allocation Model. The Asset Allocation Model selected will be "overlaid" against all of your available investment categories and "mapped" to your available investment options. There may be times when Plan Confidence Corporation recommends an Asset Class that is not available in your plan. Plan Confidence will use its proprietary "Rules Engine" to find the nearest available Asset Category available to you. The term "Proxy" or "Proxies" will appear next to the investment option recommended. You may click the word "Proxy" or "Proxies" to see which asset classes you are now "over exposed" and "under exposed" due to missing Asset Categories in your plan. You may change your Asset Allocation model at any time. You may also choose to not invest in specific asset classes, at any time, by "de-selecting" the category through the Participant Dashboard. You will be notified every time allocation changes have occurred to your account via email and/or "push" notification (if using our app). You will be instructed to log in to your Participant Dashboard and review the advice and either implement the advice (if using the "Do It Yourself") or have Plan Confidence Corporation implement the advice by "clicking" the "Please, Trade My Account" button. You may cancel the service at any time and for any

reason. You, and every other client using the same model, will be notified at the same time when new advice or recommendations are "live".

Investment Return Risks

While understanding investment-related fees and expenses is important in making informed investment decisions, it is also important to consider additional information about your investment options, such as manager tenure, investment strategies and risks.

If your account is in a qualified retirement plan, specific information related to the past performance and historical rates of return of the investment options available under the plan are available from your plan administrator and can be accessed daily from your plan sponsor's website.

For options with returns that vary over time, past performance does not guarantee how your investment in the option will perform in the future. Your investment in these options could lose money.

Fees and Fee Deduction Authorization

Fee Authorization - If your adviser is using the billing system created by PLAN CONFIDENCE CORPORATION then a recurring fee is paid in advance, each month, for Plan Confidence™ services for each account reviewed by PLAN CONFIDENCE CORPORATION. You authorize the recurring monthly fee through your employer and/or your plan (if allowed under a separate agreement) or Stripe, Inc. ("Stripe"), a third-party online payment processor.

Stripe developed a secure online payment service to accept credit and debit card payments from Clients. Stripe is not a bank, custodian or a money services business ("MSB"). Stripe does not offer banking, custodial or MSB services as defined by the United States Department of Treasury. In addition, Stripe does not assume any liability for Plan Confidence services purchased using Stripe's online payment service.

The fees for these services do not include payment for any other professional services provided by PLAN CONFIDENCE CORPORATION or your adviser.

A total fee of \$ @@Payment_Plan_Amount will be billed to your credit card each month. The fee you pay for your services may be adjusted quarterly based off of your account value at the end of each quarter and your prevailing fee schedule.

If "Legacy" services are being provided under this Agreement, then it is understood that fees collected by PLAN CONFIDENCE CORPORATION may be split with the Co-Adviser and PLAN CONFIDENCE CORPORATION. Use of a Co-Adviser will not increase the monthly fee payable by you.

Your fee is negotiated between you and your adviser and MUST be "reasonable in light of services rendered". You agree to "hold harmless" PLAN CONFIDENCE CORPORATION for any fees charged to you from your adviser.

Notices and Communications

All notices, requests, demands and other communications required under the Agreement shall be delivered by electronic communications to the designated e-mail address of each party to this Agreement or displayed via the website or app after logging into the service.

You, the client, expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents.

You may revoke this consent at any time by providing notice to PLAN CONFIDENCE CORPORATION pursuant to this Provision. However, you understand that revoking your consent will terminate this Agreement.

PROXY VOTING OF SECURITIES

You expressly retain the right to vote all proxies (if applicable) which are solicited for securities held in your account. It is expressly understood by the parties that PLAN CONFIDENCE CORPORATION is expressly precluded from the voting of proxies solicited by the issuers of securities held in your account.

Acknowledgements

You acknowledge that PLAN CONFIDENCE CORPORATION owns all legal, rights, title and interests and intellectual properties relating to the service. You agree that you will not share or disclose any of this information unless you have express written permission from PLAN CONFIDENCE CORPORATION.

PLAN CONFIDENCE CORPORATION gives you a personal, non-assignable and non-exclusive license to use these services. This license will be perpetual until you notify us (in writing) or by clicking "Cancel" on your participant "dashboard" to terminate your account. You agree that your license, and any information provided due to your license, will not be shared with any individual outside of you. This includes, but is not limited to, sharing your password, screenshots or information contained within the service. If you become aware of any unauthorized use of your account, you agree to notify us immediately.

You agree to provide accurate and timely information as requested by PLAN CONFIDENCE CORPORATION. You agree that you will not reproduce, copy, sell, disseminate, trade or re-sell any information provided to you through the service.

Additional Acknowledgements

If the "Do It Yourself" service is used in conjunction with an ERISA account, PLAN CONFIDENCE CORPORATION and your adviser may be deemed an ERISA Section 3(21)(a)(ii) Limited Services Fiduciary to you, that makes recommendations to plan participants through non-discretionary advice.

If the "Do It For Me" service is used in conjunction with an ERISA account, PLAN CONFIDENCE CORPORATION and your adviser may be deemed an ERISA Section 3(21)(a)(ii) Limited Services Fiduciary to you, that makes

recommendations to plan participants through non-discretionary advice and executes recommendations for plan participants after being instructed to do so by the client.

It is further understood that past performance is not indicative of future results. There is no guarantee that any investment, strategy or process will produce a profit or perform at levels as it has in the past.

This service provides some links to websites that are not owned or operated by PLAN CONFIDENCE CORPORATION (e.g., Morningstar.com and custodial websites). We provide these links as a courtesy and cannot be held liable for any of the information contained on their sites. Do not interpret our linking to any outside site as an endorsement. You access these links at your own risk.

Choice of Law

If any court of law deems any provision of these terms to be invalid, that specific term(s) will be removed, and the remainder of the terms and conditions will remain valid and enforceable. These terms and conditions shall be construed under the laws of the State of Florida in a manner consistent with the Investment Advisers Act of 1940 and the rules and regulations of the Securities Exchange Commission as well as the Employee Retirement Income Security Act of 1974 (ERISA) and the rules and regulations of the Department of Labor (DOL) and Internal Revenue Service (IRS).

Agreement Assignment

This Agreement may not be assigned or transferred by either party without each party's consent.

Agreement Material Changes and Termination

You the client may terminate Plan Confidence™ agreement and services by revoking your recurring monthly fee authorization through Stripe by clicking the "Cancel" button on your participant dashboard. Plan Confidence™ agreements may also be terminated by either party effective upon receipt of written or electronic notice to the other party. You can also send an email to support@planconfidence.com if you wish to have your account terminated. You will receive written notification from PLAN CONFIDENCE CORPORATION (via email) when your account has been successfully terminated. You, your adviser and/or PLAN CONFIDENCE CORPORATION may terminate your account at any time and for any reason.

These terms and conditions will continue until terminated by you, your adviser and/or PLAN CONFIDENCE CORPORATION. If any of these terms and conditions materially change, you will have the ability to review and "accept" them via the website prior to accessing your account.

Agreement Acceptance

Your use of Plan Confidence™ Services is conditional upon accepting our Agreement Terms and Conditions, Form ADV Part 2A Disclosure Brochure, Form ADV Part 2B Disclosure Brochure Supplement, Form CRS and Privacy

Policy. By clicking "I Accept" and/ or using our services, you are agreeing to accepting and to be bound by our Agreement Terms and Conditions of Service, Disclosures and Privacy Policy.

Each time you log in to your account you are re-affirming your acceptance of these terms and conditions.