

Participant Enrollment 403(b) Plan

ISD NO 15 403(B) RETIREMENT PLAN

1014495-01

Participant Information

Are you a U.S. Citizen? Yes No If not, what is your country of citizenship? _____

Last Name			First Name			MI			Social Security Number												
<i>(The name provided MUST match the name on file with Service Provider.)</i>																					
Mailing Address												E-Mail Address									
City			State			Zip Code			Mo			Day			Year			<input type="checkbox"/> Female		<input type="checkbox"/> Male	
()			()						Date of Birth			<input type="checkbox"/> Married		<input type="checkbox"/> Unmarried							
Home Phone						Work Phone						Name of Spouse									
Occupation/Title						Employee Number						Annual Income									

ID Type: U.S. Driver's License Green Card Passport Other Government Issued ID _____

ID Issuer (State/Country): _____ ID Reference #: _____ ID Issue Date ___/___/___ ID Expiration Date ___/___/___

Payroll Information

The compensation paid to me each pay period will be reduced by the amount or percent on my Salary Reduction Agreement with my Employer and will be contributed to the Plan on my behalf as indicated below. If my Employer has elected to have me use this form to make a Salary Reduction Agreement, I hereby authorize my Employer to reduce my compensation by the amounts shown below on and after the Payroll Effective Date and to contribute such amounts to the Plan on my behalf, and by remitting the amount elected below, my Employer agrees to reduce my compensation and contribute such amounts to the Plan on my behalf in accordance with this Salary Reduction Agreement.

Note: The total of your annual before-tax and Roth deferrals cannot exceed \$18,500.00. Your before-tax and Roth deferrals must be specified consistently (both as a percent or both as a dollar amount). If I am 50 years of age or older and I am eligible for a catch-up contribution, I understand I may exceed this total.

Catch-up Note: If you are making the maximum contributions allowable and are eligible to make additional contributions, please use the "Paycheck Contribution Election Form".

Managed Accounts Service Information

The Managed Accounts service provided by Advised Assets Group, LLC ("AAG") will automatically direct your investment elections and will rebalance your account periodically, as 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, you agree to the fees associated with this service and understand the fees will be deducted from your account in accordance with the attached Advisory Services 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 cancel my enrollment in the service.

OR

Select My Own Investment Options:

I elect to direct my own investments.

I understand and agree that my employer and other Plan fiduciaries will not be liable for the results of my personal investment decisions.

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 enrollment materials for information regarding each investment option.

Mutual Fund Select Portfolio ("MFSP") Funding Options

Last Name First Name M.I. Social Security Number Number

Table with 4 columns: FUNDING OPTION NAME, INVESTMENT OPTION CODE, FUNDING OPTION NAME, INVESTMENT OPTION CODE. Lists various investment options like GTS Fixed Account, Vanguard Target Retirement, etc.

MUST INDICATE WHOLE PERCENTAGES =100%

Additional Feature - This option is not available if you are enrolled in Managed Accounts.

- Rebalancing Program: Allows you to design a portfolio with a certain percentage in each fund and will rebalance to make sure the portfolio maintains the same asset allocation. You choose how frequently your portfolio is rebalanced (select one):
- Quarterly
- Semi-Annually
- Annually

Account Beneficiary Designation

Subject to and in accordance with the terms of the plan, I am making the following beneficiary designations for my vested account balance in the event of my death. If I have more than one primary beneficiary, the account will be divided as specified. If a primary beneficiary predeceases me, his or her benefit will be allocated to the surviving primary beneficiaries. Contingent beneficiaries will receive a benefit only if there is no surviving primary beneficiary, as specified. If a contingent beneficiary predeceases me, their share will be allocated among the surviving contingent beneficiaries. If I fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan Document or applicable state law. This designation is effective upon execution and delivery to MetLife. I have the right to change the beneficiary designations. If any information is missing, additional information may be required prior to recording my designation. This designation supersedes all prior designations. Beneficiaries will share equally if percentages are not provided and any amounts unpaid upon death will be divided equally. Primary and contingent beneficiaries must separately total 100.00%. The number of primary or contingent beneficiaries you may name is not limited. Attach an additional sheet, if necessary for additional beneficiaries.

Primary Beneficiary(ies)

Form for Primary Beneficiary(ies) with fields for #1, #2, #3. Each entry includes: % of Account Balance, Primary Beneficiary Name, Social Security Number, Date of Birth, Street Address, City, State, Zip Code, Phone Number, and Relationship (Spouse, Child, Parent, Grandchild, Sibling, My Estate, A Trust, Other, Domestic Partner).

Contingent Beneficiary(ies)

#1				
% of Account Balance	Contingent Beneficiary Name	Social Security Number	Date of Birth	
Street Address	City	State	Zip Code	
()	Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>			
Phone Number	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner			
#2				
% of Account Balance	Contingent Beneficiary Name	Social Security Number	Date of Birth	
Street Address	City	State	Zip Code	
()	Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>			
Phone Number	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner			
#3				
% of Account Balance	Contingent Beneficiary Name	Social Security Number	Date of Birth	
Street Address	City	State	Zip Code	
()	Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>			
Phone Number	<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner			

Replacement Information (Not Required for Self-Enrollments)

Do you have any existing life insurance or annuity contracts? Yes No

(If "Yes," the applicable disclosure and replacement forms must be attached.)

Will the proposed annuity replace, discontinue, or change an existing policy or contract? Yes No

(If "Yes," the applicable disclosure and replacement forms must be attached.) Please submit any required transfer paperwork for processing the transaction. Also, any required disclosure forms (State Replacement forms annuities/life as funding source, where applicable) or Switch forms (annuities or mutual funds as funding source).

What is the existing face value of all your life insurance policies? \$ _____

Participant Agreement and Required Signature(s)

I agree to the terms and conditions stated in this Participant Enrollment form with respect to the account that is established with it. I agree that this account is subject to all of the terms and conditions of my employer's written plan.

Fees and Expenses: I acknowledge and agree that the fees described in the Mutual Fund Select Portfolio Disclosure Statement will apply to my account and are payable to Metropolitan Life Insurance Company for administrative and recordkeeping services for the MFSP portion of my plan account. I understand that I will also pay fees and expenses for each mutual fund in which I have an investment. I further understand that mutual funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the mutual fund's prospectus or other disclosure documents. I acknowledge that I will pay fees and expenses for variable annuity products and their investment options, and that certain withdrawal charges may apply for both variable and fixed annuities. For more information on fees and expenses, I will refer to the respective mutual fund and/or annuity prospectus.

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 the account that is established under this form allocated to the investment options under the Plan that I have selected in accordance with the Investment Option Information section of this form. I understand and acknowledge that all payments and account values, when based on the investment of a variable annuity or a mutual fund option, are not guaranteed and may fluctuate, and upon redemption, units or shares may be worth more or less than their original cost. I understand the risks of investing. For all the investments I have chosen, I acknowledge that I have received the fund fact sheet or prospectus for each mutual fund in which I am making an allocation, and, as applicable, a prospectus for the Fixed Account Annuity and a prospectus for the variable annuity options. I also acknowledge the receipt of other disclosures, including, as applicable to my account: General Information About Your Mutual Fund Select Portfolio (MFSP) Account, MFSP Disclosure Statement, Privacy Notice, Business Continuity Plan Disclosure, 403(b)(7) Custodial Agreement and Fixed Annuity Disclosure.

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 date of birth, gender, marital status, state of residence and annual income. If any of this information is not provided, I understand that I will not be enrolled in the Managed Accounts service.

Last Name

First Name

M.I.

Social Security Number

Withdrawal Restrictions: I understand that the Internal Revenue Code (the "Code") and/or my employer's plan may impose restrictions on the availability of certain monies (amounts contributed and accruing after December 31, 1988) under Retirement Plans including 401(k), 403(b) and 457(b) plans. The restricted monies generally may not be distributed to participants before the occurrence of one of the following, as allowed by the employer's written plan: attainment of a specified age (generally age 59 1/2 for 403(b) plans, age 65 for 401(k) plans, and age 70 1/2 for 457(b) plans); severance of employment with the employer (due to total disability, retirement, termination or otherwise); financial hardship as defined under present or future IRS regulations (in which case only elective deferrals may be withdrawn); or death of participant. Certain exceptions apply to distributions from custodial accounts, from amounts contributed pursuant to a tax free rollover received from an IRA or another employer plan, of after-tax contributions, pursuant to qualified hurricane, disaster or recovery assistance legislation and due to plan terminations. With limited exceptions, withdrawals before age 59 1/2 are subject to a 10% Federal tax penalty (except for 457(b) plans). Withdrawals are generally subject to ordinary Federal income taxes. State income taxes may also apply. However, distributions attributable to designated Roth contributions, and the earnings on such contributions distributed after the applicable five-tax-year period, may not be subject to ordinary Federal income tax. Surrender charges may apply to distributions from the annuity products. Upon discontinuance of the annuity by your employer, distributions from the annuity products may be subject to a market value adjustment which may increase or decrease the value of your account. Any market value adjustment would not apply to transfers to approved products within the plan or on account of benefit responsive withdrawals initiated by participant, such as on account of your retirement, separation from service, distribution for a loan under the plan or Code hardship withdrawals.

Compliance With Employer's Written Plan and/or the Code: I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of employer's written plan and/or the Code. I understand that the maximum annual limit on contributions is determined under the employer's written plan and/or the Code. I understand that I am solely liable for any tax, penalty, or related costs if contributions made on my behalf exceed any applicable contribution limits. If I participated during the year in a retirement plan maintained by another employer, it is my responsibility to ensure that I do not exceed any applicable contribution limits.

I understand that if I am enrolling in a 403(b) plan and wish to invest in MFSP, either I or my Employer is required to establish an IRC section 403(b)(7) custodial account for such mutual fund investments. If my Employer has not signed a 403(b)(7) Custodial Agreement, I further acknowledge that I am adopting the 403(b)(7) Custodial Agreement by signing this Participant Enrollment form.

Incomplete Forms: I understand that my Participant Enrollment form must be complete and received by MetLife at the address below in time to process it prior to the receipt of any deposits. If not complete, I specifically consent to MetLife 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 as required by law. I understand that I must call Service Provider or access the Web site in order to transfer monies from the default investment option.

Fraud Statement: I understand and agree to the attached document titled, "Fraud Statement and Disclosure".

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 cancel your enrollment in the future please call your Plan's Voice Response System number.

Required Signature(s): My signature acknowledges that I have received, read, understand and agree to all pages of this form, including the terms of the Managed Accounts Agreement, and affirms that all information that I have provided is true and correct. I understand that MetLife is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, MetLife and its Service Providers 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>.

If your Plan is subject to spousal consent requirements under Employee Retirement Income Security Act (ERISA) and/or your Plan Document, and you designate primary beneficiary(ies) other than your spouse, such designation will not be effective unless the spouse indicates agreement with the designation by signing the Spousal Consent section of this form.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Participant Signature

Date

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

City and State where signed

Financial services representatives should submit this paperwork to their affiliated Broker Dealer.

Participants, for self-enrollment (if you did not meet individually with a financial services representative), please fax your completed form to 1-866-745-5766.

Last Name

First Name

M.I.

Social Security Number

Number

Representative Acknowledgement

I acknowledge that I have delivered the fund fact sheet or prospectus for each mutual fund in which the participant is making an allocation, and, as applicable, a prospectus for the Fixed Account Annuity and a prospectus for the variable annuity options. I also acknowledge that I have delivered the applicable Enrollment Disclosure Package, which may include the General Information About MFSP and MFSP Disclosure Statement, Privacy Notice, Business Continuity Plan Disclosure, and the Fixed Annuity Disclosure.

For participants who have selected the Annuity Option:

Does the applicant have existing life insurance policies or annuity contracts? Yes No

(If "Yes," applicable disclosure and replacement forms must be attached.)

Will the contract applied for replace any existing life insurance or annuity contracts on the Annuitant's life? Yes No

(If "Yes," applicable disclosure and replacement forms must be attached.)

Registered Representative Signature

District Agency Index # (DAI)

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

Printed Representative Name (First, Middle, Last)

Date

Regional Office Approval and/or Principal Approval:

Print Name: _____

Signature: _____

Fraud Statement and Disclosure

Notice to Participant:

Alabama, Arkansas, District of Columbia, Louisiana, New Mexico, Ohio, Rhode Island and West Virginia Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Residents Only: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Florida Residents Only: A person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Kentucky Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maine, Tennessee, and Washington Residents Only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maine Residents Only: A Premium Tax may be assessed. The State Premium Tax is currently 2%.

Maryland Residents Only: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Residents Only: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Oklahoma Residents Only: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Kansas and Oregon Residents Only: Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Pennsylvania Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico Residents Only: Any person who knowingly and with the intention to defraud includes false information in an application for insurance or files, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exist, the fixed jail term may be increased to a maximum of five (5) years; and if mitigating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

Vermont Residents Only: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia Residents Only: ANY PERSON WHO, WITH THE INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

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**TO FOLLOW IS THE DISCLOSURE PACKAGE.
THESE PAGES ARE TO REMAIN WITH THE
PARTICIPANT.**

Enrollment Disclosure Package

And Important Notices Regarding Your Plan Account



- General Information About Your MFSP Plan Account
- MFSP Disclosure Statement
- Privacy Notice
- Business Continuity Plan Disclosure

MFSP Disclosure Package

General Information About Your MFSP Plan Account

General Tax Information: I understand that the Internal Revenue Code (the "Code") and/or my employer's plan may impose restrictions on the availability of certain monies (amounts contributed and accruing after December 31, 1988) under Retirement Plans including 401(k), 403(b) and 457(b) plans. The restricted monies generally may not be distributed to participants before the occurrence of one of the following, as allowed by the employer's written plan: attainment of retirement age (generally age 59½ for 403(b) plans and 70½ for 457 plans); severance of employment with the employer (due to total disability, retirement, termination or otherwise); financial hardship as defined under present or future IRS regulations (in which case only elective deferrals may be withdrawn); or death of participant. Certain exceptions apply to distributions from custodial accounts, from amounts contributed pursuant to a tax free rollover received from an IRA or another employer plan, of after-tax contributions, pursuant to qualified hurricane, disaster or recovery assistance legislation and due to plan terminations. With limited exceptions, withdrawals before age 59½ are subject to a 10% Federal tax penalty (except for 457(b) plans). Withdrawals are generally subject to ordinary Federal income taxes. State income taxes may also apply. However, distributions attributable to designated Roth contributions, and the earnings on such contributions distributed after the applicable five-tax-year period, may not be subject to ordinary Federal income tax. Surrender charges may apply to distributions from the Fixed Account Annuity. Upon discontinuance of the annuity by your employer, distributions from the Fixed Account Annuity may be subject to a market value adjustment which may increase or decrease the value of your account. Any market value adjustment would not apply to transfers to approved products within the plan or on account of benefit responsive withdrawals initiated by participant, such as on account of your retirement, separation from service, distribution for a loan under the plan or Code hardship withdrawals.

Designated 403(b)/401(k) Roth Accounts: If amounts have been held for you under any Designated Roth Account under your employer's plan for at least five years, then any withdrawal, distribution or payment of these amounts made on account of death, disability, or after attainment of age 59½ is generally free of Federal income tax. Unlike Roth IRAs, withdrawals, distributions and payments that do not meet the five year rule will generally be taxed on a pro-rated basis with respect to earnings and after-tax contributions. The 10% penalty tax will generally apply on the same basis as a traditional pre-tax account under the Plan. Additionally, rollover distributions may only be made tax-free into another Designated Roth Account or into a Roth IRA as permitted under the Federal income tax law. Contributions which are designated to be made to a 403(b) Roth contribution program under your employer's plan must be aggregated with all other elective deferral contributions made under retirement plans of your employer or a related employer for purposes of applying the limit on contributions below.

Contribution Limits: Contributions made on the enrollment form are intended to be within applicable deferral and contribution limits. If any contribution specified on the enrollment form exceeds any applicable limit, either you or your employer may reduce the salary-reduction contribution to the greatest amount that would cause all contributions to be within all limits. Subject to applicable law, you or the employer (without consent by or notice to the other party) may instruct a corrective disbursement of any contribution that does not satisfy all applicable limits.

Changing Contributions: Unless your plan or your employer requires otherwise, you may increase or decrease your contributions at any time.

Stopping Contributions: At any time, you may stop your contributions by submitting a Salary Deferral Agreement. See "Effective Date" below for additional information.

Effective Date: New contribution elections and subsequent changes are effective as soon as administratively feasible in accordance with the terms of your plan.

Corrections: If your employer, plan administrator, or MetLife mistakenly directs your contributions to a contract, mutual fund, or account other than according to your direction, any of them may correct the mistake, which includes withdrawing or redeeming an amount from one contract fund, mutual fund or account and making a purchase payment into another contract, mutual fund or account.

Funding Choices: Except as otherwise provided by the plan, you choose how to allocate your contributions among the options available as permitted by your employer under the terms of the plan. You alone are responsible for your decisions. Your direction applies to all contributions. Any change will be effective only when your request for changes has been accepted by MetLife. If the plan permits, subject to applicable tax law, you have the right to transfer amounts to another contract or custodial account.

Changes to the Mutual Fund Funding Choices: Your employer is permitted to make changes to the mutual funds that are offered in your plan. If it makes changes, you will be notified by your employer of the impact on your plan account and whether you need to take any action with respect to your contribution or plan account allocations.

Other Changes by Your Employer: Your employer is responsible for determining your eligibility to participate in its plan and for making your contributions to the appropriate plan. If any contribution is mistakenly remitted to the wrong plan, your employer must instruct a disbursement from that plan, including the underlying contract and/or custodial account for the purpose of restoring the contribution to the appropriate plan.

Account Statements: Please carefully read each account statement as soon as you receive it. Please contact MetLife in writing about anything that you think may be incorrect. Send this to the MetLife address specified on your statement. Unless MetLife receives your written objection within 90 days of the date on an account statement (or the time provided by the relevant Service Agreement), the statement is considered to be true and accurate.

Responsibility of Your Plan: Retirement plans are subject to numerous Internal Revenue code requirements, and, in some cases, fiduciary and other duties under the Employee Retirement Income Security Act of 1974 ("ERISA"). Your employer is solely responsible for whether your plan complies with these requirements and other laws.

Notice Regarding Tax and Legal Advice: MetLife may not give legal or tax advice. Any discussion of taxes in this communication or related to this communication is for general information purposes only and does not purport to be complete or to cover every situation. Tax law is subject to interpretation and legislative change. Tax results and the appropriateness of any product for any specific taxpayer may vary depending on the facts and circumstances. You should consult with and rely on your own independent legal and tax advisers regarding your particular set of facts and circumstances.

Circular 230 Disclaimer: The information contained in this communication (including attachments) concerning Federal tax issues is not intended to (and cannot) be used by anyone to avoid IRS penalties. This communication is intended to support the sale of MetLife insurance and annuity products and other financial products and services. You should seek advice based on your particular circumstances from an independent tax advisor.

Mutual Fund Select Portfolios Disclosure Statement

About Your MFSP Account: MFSP is a program that Metropolitan Life Insurance Company and its affiliates ("MetLife") make available to participants in retirement plans and deferred compensation arrangements that are permitted to invest their plan accounts in mutual fund shares. Your employer or a third party appointed by your employer (other than MetLife or any of its affiliates) selects the mutual funds ("Funds") that are offered as investment options under its plan. The Funds may also be offered with a fixed annuity account option issued by MetLife Insurance Company USA or Metropolitan Life Insurance Company.

Investment Risks: Mutual funds are sold by prospectus, which is available from your registered representative. Please carefully consider investment objectives, risks, charges, and expenses before investing. For this and other information about any mutual fund investment, please obtain a prospectus and read it carefully before you invest. Investment return and principal value will fluctuate with changes in market conditions such that mutual fund shares may be worth more or less than original cost when redeemed.

Your Expenses for Investing in the MFSP Funds: You pay Fund investment management fees, other expenses, 12b-1 fees and redemption fees (if any) on each mutual fund investment in your plan MFSP account. These fees and expenses vary by the Fund. Please refer to each Fund's prospectus for a description of these fees and expenses.

MetLife Compensation Received From the Funds: Metropolitan Life Insurance Company and/or its affiliates also receive compensation from the Funds and/or their affiliates with respect to participants account balances for certain recordkeeping, administration and distribution services, which also vary by Fund. Different Funds provide MetLife and/or its affiliates different compensation. Therefore, this compensation may vary over time based on the Funds that are made available under the plan and participants' account allocations in the various Funds. Upon written request, MetLife will provide the current rates of compensation for Funds in your plan and any related information reasonably requested. Please direct any such request to MetLife Premier Client Group, Client Services, 11225 North Community House Road, Suite 10.282, Charlotte, NC 28277. Please make sure you understand all the fees and expenses related to the investment of your MFSP account in the Funds. If you need additional information, please contact MetLife at the address indicated above.

Plan Expense Account: Your employer may establish an account under your plan for the payment of plan expenses. Depending on the arrangement authorized by your employer, MetLife may credit this account with all or a portion of the compensation it receives from MFSP Funds (described in the preceding paragraph).

Plan Administrative Fees and Other Expenses Paid by You and/or the Plan: MetLife receives compensation for administrative and recordkeeping services it provides for the plan. Depending on the arrangement authorized by your employer, MetLife's compensation for these services (1) consists of (a) the compensation it receives from Funds (described above), (b) a separate per participant fee or basis point fee on plan assets, or (c) a combination of both; and (2) generally, is paid by charging participants' plan accounts, or, at the employer's direction, from the plan expense account. At the employer's direction, MetLife also may be required to charge participants' plan accounts or the plan expense account and remit fees to third parties for plan services they provide, such as administrative, trust, custodial, investment advisory, or consulting services.

For information about your plan's fee arrangement with MetLife, please see the *Mutual Fund Select Portfolios* Disclosure Statement that has been prepared specifically for your plan, which is included in the Enrollment book or can be obtained from your employer.

Investment Instructions: You may give investment instructions on any Business Day (which usually includes all days the New York Stock Exchange is open). You must call Service Provider on the telephone number listed on your quarterly statement before 4:00 p.m. Eastern Time (or the earlier close of regular trading on the NYSE) in order for us to process your investment instructions on the same Business Day. Any investment instructions received in good order after that time will be processed on the next Business Day. In addition, your plan may impose additional restrictions on investment transactions.

Investment Advice/Recommendations: Neither MetLife, nor any of its employees, will provide investment recommendations or give investment advice of any kind in regard to your plan MFSP account. By signing the Enrollment Form, you confirm that no MetLife employee, made any investment recommendations or gave any investment advice of any kind. If you're interested in asset allocation services, please ask your Financial Services Representative.

Prospectus: You have been provided a fund fact sheet or prospectus for each of the MFSP Funds available in your plan. If you allocate plan contributions or transfer any part of your plan account into a Fund for which you do not have an account balance, you will be provided a prospectus for that Fund. Whenever you want a prospectus (or any other disclosure information), please call your *Financial Services Representative*.

Mutual funds are offered by MetLife Investors Distribution Company (member FINRA), 1095 Avenue of the Americas, New York, NY 10036. Annuities are issued by MetLife Insurance Company USA, Charlotte, NC 28277 or Metropolitan Life Insurance Company (MLIC), New York, NY 10166. All are MetLife companies.



Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" here means anything we know about you personally.

SECTION I - Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

SECTION II - Collecting Your Information

We typically collect your name, address, age, and other relevant information. For example, we may ask about your:

- finances
- creditworthiness
- employment
- health

We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a legal plans company, and securities broker-dealers. In the future, we may also have affiliates in other businesses.

SECTION III - How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

SECTION IV - Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- process claims and other transactions
- perform business research
- confirm or correct your information
- market new products to you
- help us run our business
- comply with applicable laws

SECTION V - Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. We may share your personal information without your consent if permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, creditor with a lien on your account)
- giving your information to your health care provider
- those listed in our "Using Your Information" section above

HIPPA

We will not share your health information with any other company - even one of our affiliates - for their own marketing purposes. If you have dental, long term care, or medical insurance from us, the Health Insurance Portability and Accountability Act ("HIPAA") may further limit how we may use and share your information.

SECTION VI - Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably retrievable and within our control. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you privileged information relating to a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

SECTION VII - Questions

We want you to understand how we protect your privacy. If you have any questions about this notice, please contact us. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P.O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of these MetLife companies:

Metropolitan Life Insurance Company

MetLife Investors Distribution Company

BUSINESS CONTINUITY PLAN DISCLOSURE¹

MetLife, Inc. together with each of its subsidiaries and affiliates, including its broker dealer affiliates, (collectively "MetLife") is committed to safeguarding the interests of our clients and customers in the event of an emergency or significant business disruption ("SBD").

MetLife's comprehensive business continuity strategy is designed to enable MetLife to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of MetLife's books and records, and allowing customers to transact business.

MetLife has a documented corporate policy requiring each Business Unit to develop a business continuity plan (hereinafter "Business Continuity Plan"). Pursuant to this policy, MetLife's I/T Risk and Business Recovery ("ITRBR") department has the full-time responsibility of coordinating the development, testing and maintenance of all MetLife Business Continuity Plans. ITRBR also manages contracts with recovery services vendors and is responsible for management reporting on all aspects of continuity. A formal process that includes a continuous review of internal controls enforces the corporate policy on continuity.

Business Continuity Plans have been developed, tested and approved by management for all MetLife business locations and production IT systems and applications. The plans reside in a common, best-of breed database and are routinely updated by business units and ITRBR staff. The database is replicated between two sites that are several hundred miles apart. Business Impact Analyses are used to keep the Business Continuity Plans aligned with business requirements.

Recovery resources are identified in advance and are obtained from several sources. These resources exist either within MetLife's capabilities or are obtained from recovery services vendors under contract.

Local crisis management teams are in place in all MetLife locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

MetLife's Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying levels of disruptions to MetLife employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could effect MetLife's businesses, examples of the incidents covered by the Business Continuity Plans include, but are not limited to, terrorists attacks, hurricanes, fires, bomb threats, earthquakes, public transportation strikes, IT disruptions and cyber-threats.

MetLife maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of minor, local disruptions. The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of MetLife's offices, the company has contracted with a recovery services vendor for use of a remote alternate site equipped with sufficient resources to support critical business operations. Telephone service would be re-routed to this site. MetLife's networks and major business applications are replicated daily in a different geographical location from the company's offices, enabling it to access these systems from the remote site should the local systems become unavailable. As required in the Business Continuity Plans, MetLife is generally prepared to restore critical business functionality at the alternate site no later than 48 hours after declaration of an SBD. Other employees have been designated to work from home during periods of major disruptions.

The MetLife's Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business and regulatory changes, operations, structure or location. The Business Continuity Plans are subject to change, and material changes will be updated promptly on the MetLife public website and all affiliates' websites. You may obtain a current written copy of this notice by writing to us at:

MetLife
One MetLife Plaza
Long Island City, New York 11101
Attn: Corporate Ethics and Compliance

(1) This disclosure is intended to comply with the rules promulgated by the Financial Industry Regulatory Authority ("FINRA").

**ADVISED ASSETS GROUP, LLC
TRIPLE SOLUTIONS PROGRAM
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.

ABOUT US

Advised Assets Group, LLC (“AAG”) is a registered investment adviser and wholly owned subsidiary of Great-West Life & Annuity Insurance Company (“Great-West”). AAG offers its services to retirement account recordkeepers for use by plan participants or to owners of an Empower Retirement Individual Retirement Account (“IRA”). Through these arrangements, AAG provides guidance, advisory, and management solutions to plan participants and IRA account holders.

FEES FOR THE SERVICE

AAG offers three levels of service: Online Investment Guidance, Online Investment Advice and Managed Account (collectively referred to as “Advisory Services”). Fees for each service are shown below. The chart below reflects the applicable billing period and annual fee amount.

Online Investment Guidance	Quarterly Fee	Annual Fee
	No Fee	No Fee
Online Investment Advice	Quarterly Fee	Annual Fee
	\$6.25	\$25.00
Managed Account		
Participant Account Balance	Quarterly Fee	Annual Fee
> \$0.00	0.095%	0.38%

For example, if your account balance subject to the Managed Account service is \$50,000.00, the maximum annual fee is 0.38% of the account balance.

Service fees will generally be debited from your account based on AAG's Form ADV Brochure and the terms of service and billing period agreed upon by your plan sponsor; however, if you cancel participation in the Managed Account service, the fee will be based on your participation in the service through the date of cancellation. If Online Investment Advice fees apply, your enrollment in Online Investment Advice will result in your account being debited the billing period fee. If your plan terminates its agreement with AAG or with its recordkeeper, the fee will be debited based on your participation in the service through the date of such termination. The fee you are charged depends on the plan you participate in, and in certain instances, the fees charged may actually be lower than the fee depicted.

IMPORTANT FOR RETIREMENT PLAN PARTICIPANTS

Your plan sponsor or recordkeeper may have negotiated lower fees or different billing periods. Please review AAG's Form ADV Brochure and contact your plan sponsor or plan administrator to confirm your fees for Advisory Services and the applicable billing cycle.

Retirement plan participants may also receive the Managed Account service for a trial period following your enrollment, after which the appropriate fee listed above will be assessed to your account. The type and duration of the trial period depends on your particular enrollment channel and the plan setup determined by your plan sponsor. Please contact your plan sponsor to determine if a trial period applies to your plan. You may contact your plan's toll-free customer service number for the date of your Managed Account enrollment.

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

DESCRIPTION OF SERVICES

AAG offers the following investment advisory services: Online Investment Guidance, Online Investment Advice, and Managed Account to retirement plan participants and to IRA account holders. Retirement plan participants may receive all or some of the services listed below as determined by the plan sponsor. If you are enrolled in multiple accounts with your employer, you must select the level of Advisory Service for each account. Please contact your plan's toll-free customer service number for further details as to whether this applies to your account(s).

Online Investment Guidance: Online Investment Guidance is geared toward users who wish to manage their own retirement accounts. Users are provided access to online guidance tools.

Online Investment Advice: Online Investment Advice is geared toward users who wish to manage their own retirement plans while taking advantage of online guidance and investment advice. You are provided online guidance and investment advice for a personalized recommended investment portfolio. The recommended investment portfolio is based on information drawn from your account profile and from the investment options available to you. You may then implement the recommended investment portfolio and manage your retirement account online. 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, or any other investment

options that do not satisfy the methodology requirements of the Independent Financial Expert (“IFE”), even if they are available for investment in the plan.

Managed Account: The Managed Account service is geared toward users who wish to have investment professionals select among the available investment options and manage their retirement accounts for them. You will receive a personalized investment portfolio that reflects your investment options and your retirement timeframe, life stages and overall financial picture, including 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. Generally, AAG will not provide advice for, recommend allocations of, or manage your outside accounts. Under the Managed Account 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 retirement account or IRA. If available in your account, AAG will not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, employer-directed monies, or any other investment options that do not satisfy the methodology requirements of the IFE, even if they are available for investment in the plan. 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 assets in the core investment options will be monitored, rebalanced and reallocated periodically (approximately quarterly) by AAG, based on data resulting from the methodologies and software employed by the IFE, currently Morningstar Investment Management LLC (“Morningstar Investment Management”), to respond to market performance and to ensure optimal account performance over time. You will receive an account update statement annually and can update your personal information at any time by calling the plan’s toll-free customer service number or visiting the plan’s website.

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

INFORMATION FOR PARTICIPATION IN THE SERVICE

Information Gathered to Provide the Service: 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 above, if the data supplied by you or your plan sponsor, if applicable, does not meet the methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the service may not be completed or may be terminated.

If you participate in the Managed Account service, you will receive a Welcome Kit shortly after enrollment. You will also receive an Annual Kit each year, providing you with a detailed analysis of your account. Your Annual Kit will also confirm your personal data which is used to provide you with personalized account management. You are responsible for reviewing the Welcome and Annual Kits carefully and calling the plan’s toll free number immediately to update or correct any incorrect personal information. AAG will not be responsible for misallocation of assets or missed earnings due to incorrect personal information. You may provide updated information, at any time, regarding your retirement age, desired retirement income replacement, social security start date, other income and expenses, spousal and dependent information online or by calling the plan’s toll free number to speak to an investment adviser representative. The savings rate provided by your retirement plan recordkeeper may not include profit sharing, pensions or employer matches to your retirement plan(s). Please call the plan’s toll free number to verify these amounts.

It is important that you update your personal data with AAG on a regular basis in order to ensure that your account management is suited to your needs and goals.

ADDITIONAL INFORMATION FOR USERS OF THE SERVICE

Methodology: The Advisory Services methodology is powered by Morningstar Investment Management. Morningstar Investment Management first builds stable, consistent asset allocation models at various risk levels. Based on Monte Carlo simulations of the user’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 user’s situation. The asset class level model portfolios are revisited annually. Investment options from the account’s menu are then selected to implement each asset-level model portfolio. These investment options are monitored and rebalanced periodically (approximately quarterly).

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.

Additional Fees May Apply: Advisory Services fees do not include the fees and expenses charged by the investment options, including redemption fees. Redemption fees vary in amount and application by each applicable core investment option. It is possible that transactions in the Managed Account service may result in the imposition of a redemption fee on one or more investment options available in a plan. Additionally, any action undertaken by an individual who implements recommendations from Online Investment Advice or uses information provided through Online Investment Guidance may result in redemptions or other transaction fees. Any fees are deducted from the individual’s account balance. All securities transactions which occur as a result of the services provided by AAG are executed by GWFS Equities, Inc. (“GWFS”) for which GWFS may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments available under the plan or available through the IRA.

A participant will pay advisory fees for the Managed Account service and to Great-West Capital Management, LLC ("GWCM") if Great-West Funds are included in the retirement plan investment options. The fees paid to GWCM for management of the Great-West Funds are included in the fund share price.

Assets Managed: If you elect the Managed Account service, your eligible account balance will be allocated to the Managed Account service. You may not invest in other core investment options while also participating in the Managed Account service. Once enrolled in the Managed Account service, you will no longer be able to make investment allocation changes to your account online, via paper, or through your existing toll-free customer service number. This includes functionality for fund-to-fund transfers, changing fund allocations, or utilization of dollar cost averaging and/or rebalancer. Once enrolled, you retain full inquiry access to your account. You may also change contributions, take distributions and provide other updates to your personal information. Full access will be restored to your account as soon as administratively feasible after you cancel participation in the Managed Account service.

Cancellation: You may cancel participation in the Managed Account service at any time online or by calling your plan's 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.

Initial Allocation for IRA Account Holders: Upon receipt of your initial deposit or rollover into your IRA, your funds will be allocated to the default investment option specified in your custodial agreement. AAG will re-allocate your funds to your asset allocation portfolio as soon as administratively feasible after receiving your initial deposit.

Important note for accounts with a guaranteed lifetime withdrawal benefit: If you are within ten years of your targeted retirement date and enroll in the Online Investment Advice or Managed Account services, AAG may recommend or allocate a percentage of your account (which may be up to 70% of total known retirement assets, as deemed appropriate by the Advisory Services methodology) to what is commonly known as a guaranteed lifetime withdrawal benefit ("GLWB"). Allocations to the GLWB will result in a fee in addition to the fees noted within the fee table above. This fee is not charged by AAG but it may be charged by an affiliate of AAG. If you have previously purchased a GLWB product, your allocation may be reduced (including to zero) or increased following your enrollment into the Managed Account service. Please read the Product Prospectus and additional documentation carefully. You may cancel your enrollment in the service at any time.

DISCLAIMERS

AAG uses reasonable care, consistent with industry practice, in providing services to you. AAG, your plan sponsor and/or the recordkeeper or IRA account provider, 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 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 or IRA. We do not select the investment options available for investment in your plan or IRA. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your plan or IRA.

AAG, the plan sponsor and/or the recordkeeper or IRA account provider, 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 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, IF APPLICABLE, 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 and/or recordkeeper, plan sponsor, plan trustees, plan fiduciaries, their agents, employees, and contractors or IRA provider, 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.

GENERAL PROVISIONS

AAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to participants with respect to investment advice it provides. AAG may not assign this Agreement (within the meaning of the Investment Advisors Act of 1940 ("Advisors Act")) without your consent. You may not assign this Agreement. Unless otherwise agreed to in your plan's agreement with AAG, if applicable, 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. If you are a participant in a retirement plan, 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 AAG with respect to the subject matter herein. You agree that any amounts owed to you arising under this contract shall incur interest no less than the current Federal Funds rate plus 3% per annum. 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 will survive termination of the Agreement. This Agreement will automatically terminate upon termination of your plan's agreement with AAG, 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 Advisors Act, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable, 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; 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. 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.

Registered representatives of GWFS may provide wholesaling, direct sales, enrollment and/or communication services to retirement plans and their participants or account holders for which AAG may also provide its services. For this service, GWFS may receive fees either from the plan or from the investment provider (fund families). Participants/account holders in the Online Investment Advice or the Managed Account services may have allocations in the investment options that result in GWFS receiving compensation from the investment options. Allocations in the investment options are solely determined and based on Morningstar Investment Management's software and not determinations made by AAG. The compensation paid by AAG to Morningstar Investment Management for Morningstar Investment Management's proprietary software advice program does not vary based on the allocations made or recommended by Morningstar Investment Management. Because Morningstar Investment Management is unaffiliated with AAG and GWFS, AAG does not believe there is a conflict of interest. All securities transactions which occur as a result of the services provided by AAG as described in AAG's Form ADV Part 2A are executed by GWFS for which it may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as investment options. However, in all instances, AAG's affiliation with GWFS is disclosed.

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.

ABOUT ADVISED ASSETS GROUP, LLC

AAG, a wholly owned subsidiary of Great-West Life & Annuity Insurance Company, is a registered investment adviser with the Securities and Exchange Commission.

Since its inception, AAG has focused on establishing, refining and continually improving the process of investment planning for plan sponsors, plan participants and IRA account holders. By blending best practice investment approaches with personalized plan data and leading industry knowledge, 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.adviserinfo.sec.gov or upon request by calling your plan's toll free number listed in your communication materials 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 MORNINGSTAR INVESTMENT MANAGEMENT

AAG has teamed with Morningstar Investment Management, 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.

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

Your investment line up and Managed Account allocations may include mutual funds issued by Great-West Funds and Putnam Investments or insurance products issued by Great-West, its parent company, or Great-West Life & Annuity Insurance Company of New York ("GW-NY"). Great-West Funds, Putnam Investments, their respective fund managers and GW-NY are affiliates of AAG. Morningstar Investment Management or its affiliates may provide asset allocation services for AAG affiliates for which fees may be paid. For the Great-West Funds offered within the Managed Account service, Morningstar Investment Management has agreed to waive these fees. For more information, please see the applicable fund prospectus.

For retirement plan participants, the investment options in your retirement plan are selected solely by the plan or plan sponsor.

ACCEPTANCE OF TERMS AND CONDITIONS OF ADVISORY SERVICES AGREEMENT

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 Online Investment Guidance, Online Investment Advice, or the Managed Account service. 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.