

# OBRA Information Guide

S A V E M O N E Y A N D R E T I R E T O M O R R O W

## Basic Facts About OBRA and the Massachusetts Deferred Compensation SMART Plan

As a part-time, seasonal or temporary employee of the Commonwealth of Massachusetts or a part-time, seasonal or temporary employee of a participating Massachusetts local government employer, not eligible to participate in their employer's retirement program or covered under a section 218 agreement, you are required to participate in the Massachusetts Deferred Compensation SMART Plan (SMART Plan).<sup>4</sup> The SMART Plan is an alternative to Social Security as permitted by the federal Omnibus Budget Reconciliation Act of 1990 (OBRA). OBRA, passed by the U.S. Congress, requires that beginning July 1, 1991, employees not eligible to participate in their employer's retirement program be placed in Social Security or another program meeting federal requirements. The SMART Plan meets those federal requirements.

## Mandatory Contributions

As an OBRA employee, you must contribute at least 7.5% of your gross compensation per pay period to the SMART Plan. This contribution is deducted on a pre-tax basis, reducing your current taxable income. This means that you will not pay any tax on this money until it is distributed from your account.

Your human resources or payroll center representative will provide you with an OBRA Mandatory Participation Agreement. Please complete and return the form to either your human resources or payroll center representative.

## Investment Option

All mandatory contributions to the SMART Plan will be invested in the Income Fund. The Income Fund is designed to protect your principal and maximize earnings. Your account will earn interest based upon the prevailing rates for this type of investment.

Mandatory contributions may not be transferred out of the Income Fund.

Additional information regarding the Income Fund may be obtained online at [www.mass-smart.com](http://www.mass-smart.com) > Invest > Fund Fact Sheets or via the SMART Plan Service Center at (877) 457-1900.<sup>1</sup>

## Administrative Fee

There is a fee of \$18.48 per OBRA account, per annum, charged monthly. Fees are used to pay for administrative, recordkeeping, communication and investment education expenses.

## Voluntary Contributions

You may make additional contributions (voluntary contributions) above the mandatory contribution of 7.5% of compensation per pay period. Any voluntary contributions that you elect to make may be invested among the SMART Plan's wide array of investment options and are freely transferable among options in accordance with the terms of the SMART Plan. OBRA voluntary contributions will not be charged an additional administrative fee.

To set up voluntary contributions or to learn more, please contact your local SMART Plan Representative at (877) 457-1900, option 2.<sup>2</sup>

## Account Management

Once you are enrolled in the SMART Plan, you will have access to your account 24 hours a day, seven days a week through the Web site at [www.mass-smart.com](http://www.mass-smart.com) > Account Access or via the SMART Plan Service Center at (877) 457-1900.<sup>1</sup> All you need is your Social Security number (SSN) and Personal Identification Number (PIN). Your PIN will be mailed to your home as soon as you are enrolled in the SMART Plan.<sup>3</sup> Upon initial login to the Web site, please enter your SSN in the Username field. For security purposes, you will then be asked to create a personalized Username.

Through either the Web site or SMART Plan Service Center, you can:

- Obtain your account balance(s), allocations and transaction history
- Obtain investment option information and returns
- Order a new PIN or personalize your PIN
- Update your beneficiary information as needed

## Statements

You will receive an annual statement in January of each year showing contributions, earnings, fees, distributions and the total value of your account. Please review your statement carefully to ensure your information is correct. It is extremely important that you keep the Plan administrator advised of your current address.

To update your address, call the SMART Plan Service Center at (877) 457-1900. You can also go to [www.mass-smart.com](http://www.mass-smart.com) > Find a Form. Click on the link OBRA Mandatory Personal Information Change Request. Mail or fax the completed form to the address or fax number provided on the form.

## Distributions

Distribution of your SMART Plan benefits can only be made upon:

- Severance from employment
- Your death

Severance from employment occurs because of your voluntary or involuntary termination of employment. There is no early withdrawal penalty for taking a distribution of your account upon separation of service, regardless of your age. If you no longer work for the Commonwealth of



Massachusetts or a Massachusetts local government employer, you may take a lump-sum distribution (payable to you or to your beneficiary upon your death) or roll over your assets into another eligible employer-sponsored plan or traditional Individual Retirement Account (IRA).

A leave of absence is not a severance from employment. Also, a change from part-time to full-time employment, or any similar change, is not considered an event that could result in a distribution from the SMART Plan. Benefits attributable to your voluntary contribution account may be distributed under other options available under the SMART Plan.

**You may elect to receive your distribution immediately upon severance from employment.** For more information or to access a Distribution Request Form, please contact the SMART Plan Service Center at **(877) 457-1900**.

## Beneficiaries and Death

If you die before receiving all of your SMART Plan assets, the funds will go to your designated beneficiary. If you do not designate a beneficiary, your funds will be paid to your estate and will be distributed in accordance with Massachusetts probate law. It is essential that you designate a beneficiary on the enrollment form to ensure your assets will pass on as you intended.

Updating your beneficiary is quick and easy. You have two choices:

### Online

Log in to the SMART Plan Web site at **www.mass-smart.com** > Account Access. Then go to My Profile > Update Beneficiary.

### Paper

Go to **www.mass-smart.com** > Find a Form. Click on the link OBRA Mandatory Beneficiary Designation. Mail or fax the completed form to the address or fax number provided on the form.

You will receive a written confirmation after your beneficiary information has been updated. It is extremely important that you keep the Plan administrator advised of your beneficiary changes.

## Converting to Full-Time Status

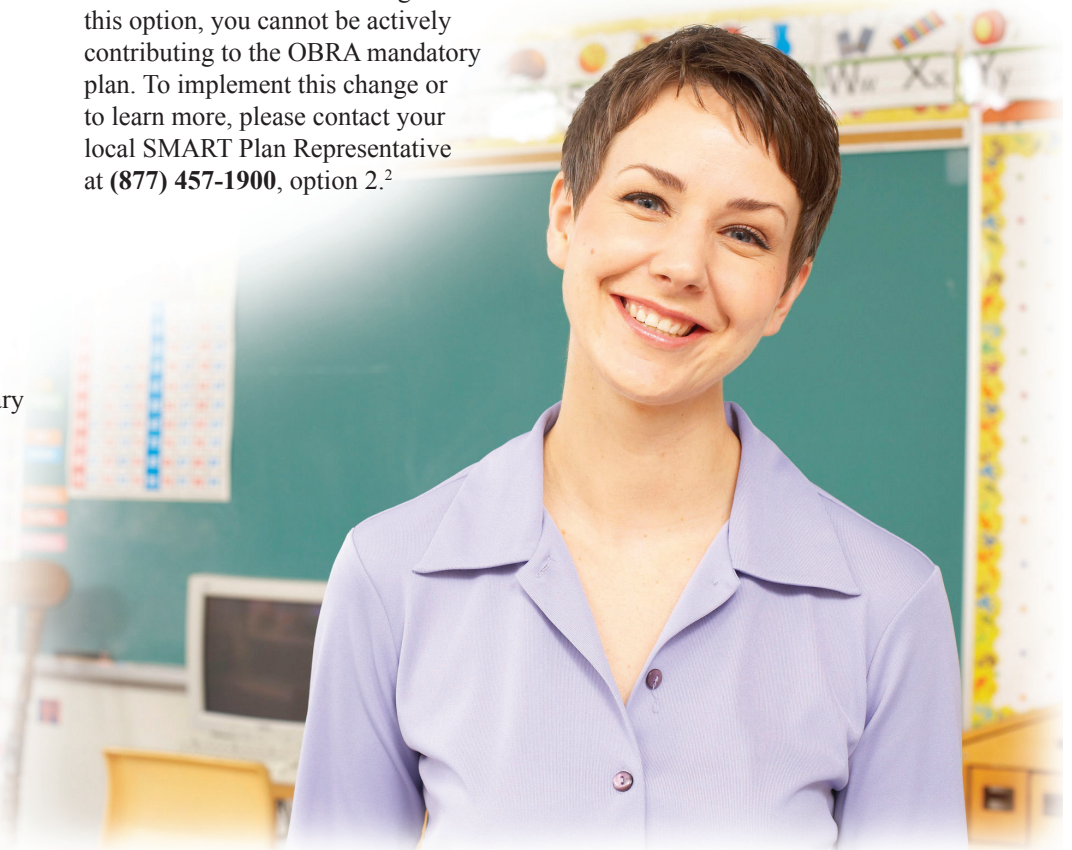
If you become a permanent, full-time employee and at one time made contributions to an OBRA mandatory account, you may elect to transfer your OBRA mandatory account to your voluntary account in the SMART Plan. In order to take advantage of this option, you cannot be actively contributing to the OBRA mandatory plan. To implement this change or to learn more, please contact your local SMART Plan Representative at **(877) 457-1900**, option 2.<sup>2</sup>

## Service Buyback

If you reach a point where you are no longer making OBRA mandatory contributions but you're still working for a Commonwealth of Massachusetts state agency or municipality, you may be eligible for a "Service Buyback" of your credible years of service to your qualified governmental defined benefit retirement plan. Service Buybacks may be funded from transferred assets from the OBRA mandatory and/or voluntary contribution accounts.

## More Information

To obtain additional information, please call the SMART Plan Service Center at **(877) 457-1900**, Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time.



1 Access to the SMART Plan Service Center and Web site may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons.

2 Representatives of GWFS Equities, Inc. are not registered investment advisers, and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax adviser as needed.

3 The account owner is responsible for keeping the assigned PIN confidential. Please contact Great-West Retirement Services immediately if you suspect any unauthorized use.

4 The Social Security Administration Web site at <http://www.socialsecurity.gov/form1945> reminds state and local governmental employers of the requirement under the Social Security Protection Act of 2004 to disclose the effect of the Windfall Elimination Provision (WEP) and the Government Pension Offset (GPO) to employees hired on or after January 1, 2005, in jobs not covered by Social Security. Some jobs may not be covered under Social Security because they are not subject to mandatory coverage and there is no Section 218 agreement that covers them. The GPO provision impacts the amount of Social Security benefits received as a spouse or as an ex-spouse. The WEP affects the retirement or disability benefits received under Social Security if an individual has worked for an employer who does not withhold Social Security taxes. The law requires newly hired public employees to sign a statement, Form SSA-1945, that they are aware of a possible reduction in their future Social Security benefit entitlement. A copy of Form SSA-1945 is available at <http://www.socialsecurity.gov/form1945/SSA-1945.pdf>.

**Core securities (except the self-directed brokerage option), when offered, are offered through GWFS Equities, Inc., a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.**

Investment options offered through a combination of mutual funds, collective trust funds and separately managed institutional accounts. Great-West Retirement Services® refers to products and services provided by Great-West Life & Annuity Insurance Company and its subsidiaries and affiliates. Great-West Retirement Services® is a registered trademark of Great-West Life & Annuity Insurance Company. All rights reserved. Not intended for Plan Sponsors whose situs is in New York. ©2011 Great-West Life & Annuity Insurance Company. Form# CB10960BRAPH (3/11) PT121572



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

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

**Fees for the Service**

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

<b>Guidance</b>	<b>Quarterly Fee</b>	<b>Annual Fee</b>
	No Fee	No Fee

<b>Advice</b>	<b>Quarterly Fee</b>	<b>Annual Fee</b>
	\$6.25	\$25.00

<b>Managed Accounts Participant Account Balance</b>	<b>Quarterly Fee</b>	<b>Annual Fee</b>
< \$100,000.00	0.1125%	0.45%
Next \$150,000.00	0.0875%	0.35%
Next \$150,000.00	0.0625%	0.25%
> \$400,000.00	0.0375%	0.15%

For example, if your account balance subject to Managed Accounts is \$50,000.00, the maximum annual fee is 0.45% of the account balance. The amount collected quarterly would be 0.1125% based upon your account balance on the day of fee assessment as described above. If your account balance subject to Managed Accounts is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 0.45% (quarterly 0.1125%), the next \$150,000.00 will be subject to a maximum annual fee of 0.35% (quarterly 0.0875%), the next \$150,000.00 will be subject to a maximum annual fee of 0.25% (quarterly 0.0625%), and any amounts over \$400,000.00 will be subject to a maximum annual fee of 0.15% (quarterly 0.0375%). All fees are assessed on a quarterly basis. For example, the maximum quarterly fee for an account balance less than \$100,000.00 (subject to maximum annual fee of 0.45%) would be 0.1125% quarterly as demonstrated above.

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

**DISCLAIMERS**

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

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



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

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

### **LIMITATION OF LIABILITY**

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

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless AAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, your employer, the Plan Administrator, Plan Sponsor, Plan trustees, Plan fiduciaries, their agents, employees, and contractors from and against any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with this Agreement, the information you provide us, your infringement of any intellectual property or other right of a third party, or from your violation of applicable law.

### **DESCRIPTION OF SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## GENERAL PROVISIONS

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

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

## INTELLECTUAL PROPERTY

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

## PRIVACY POLICY

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

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

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

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

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

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

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

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

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

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

## **ABOUT ADVISED ASSETS GROUP, LLC**

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

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

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

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

## **ABOUT IBBOTSON ASSOCIATES**

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

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

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

## **ACCEPTANCE OF TERMS AND CONDITIONS OF ADVISORY SERVICES AGREEMENT**

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

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

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