Our Agreement. The Alight Solutions Professional Management program (the “Program”) is a professional investment management service that Alight Financial Advisors, LLC (“AFA” or “we” or “us”) offers to eligible participants in certain retirement plans (as specified in the supplement to these terms and conditions, the “Plan”). These terms and conditions and their supplements, as applicable, (the “Supplement” or “Supplements” collectively, the “Terms and Conditions”) form the entire agreement between AFA and you concerning the Program.

Role of Financial Engines. AFA has retained Financial Engines Advisors L.L.C. (“Financial Engines”) as sub advisor to assist it in providing the Program. AFA shall use Financial Engines’ proprietary advisory software and related tools to provide advice to you. Please carefully review Financial Engines’ terms of service for use of its website and related services. AFA shall be fully responsible for Financial Engines’ performance of its sub advisory obligations. AFA shall promptly provide you notice if it becomes aware that Financial Engines will cease to provide sub advisory services to AFA.

Program Effective Date. This agreement is effective on the “Program effective date.” Your Program effective date is based, in part, on how you enrolled in the Program to become a Program Member. If you affirmatively requested enrollment by, for example, mailing in an enrollment form or enrolling on-line, this agreement is effective when your request for enrollment has been received and accepted by AFA, such date to be your “Program effective date”. If you are an existing Plan participant who is automatically enrolled in the Program pursuant to your Plan procedures, you will signify your agreement to be bound by these Terms and Conditions by your continued participation in the Program after the applicable deadline to opt out of enrollment in the Program (or to take other actions precluding automatic enrollment in the Program), and that deadline will be your “Program effective date”. If you are not yet enrolled in the Plan (for instance, as a new employee) and are automatically enrolled in the Plan and the Program pursuant to your Plan procedures, your “Program effective date” is the date AFA first initiates transactions for your Plan account, unless otherwise described in the Supplement, and you will signify your agreement to these Terms and Conditions by your continued participation in the Program after such date. Plan participants who are automatically enrolled into the Program, including both existing participants and participants who are newly enrolled in the Plan, are referred to in the Terms and Conditions as “automatic enrollees”.

Delegation of Authority. Under the Program, effective as of your Program effective date, you delegate to AFA all of your powers, duties and responsibilities with regard to the investment, reinvestment, and allocation of your Plan account assets, excluding any restricted investments as specified in the Supplement, and you appoint AFA as your agent in fact with full authority to buy, sell or otherwise effect investment transactions involving the assets in your Plan account. You give AFA discretionary authority to allocate your Plan account and contributions among the investment alternatives in your Plan account, which means that you authorize AFA to give Account Directions (defined below) to your Plan’s recordkeeping services provider, Alight Solutions LLC, the parent entity of AFA (“Alight Solutions”), for your Plan account without your approval of each transaction. However, AFA is not responsible for voting proxies for the securities in your account or for acting on any class action litigation, corporate action, bankruptcy, or any other legal or administrative proceeding relating to any securities in your Plan account. While participating in the Program, you may not elect to make investment transactions or reallocations among investment choices in your Plan account by contacting Alight Solutions directly, except as may be provided in the Supplement, but you retain authority over any restricted investments in your Plan account. If you wish to make investment transactions or reallocations among investment choices in your Plan account by contacting Alight Solutions directly yourself, you must cancel your participation in the Program (except as may be provided in the Supplement) pursuant to the Termination section below. As specified in the Supplement, after AFA and Alight Solutions have
processed your Program cancellation request, you will again be able to elect to make investment transactions and reallocations for your Plan account by contacting Alight Solutions directly. If savings features are offered to participants in your Plan and you elect to participate, you authorize AFA to direct Alight Solutions, and Alight Solutions to direct the payroll agent, to make contribution rate changes to your applicable Plan account, provided that Alight Solutions and/or such agent, and not AFA, is responsible for implementing such changes.

**Allocation Target.** Pursuant to the authority you have granted to us, AFA determines your “allocation target,” which is the percentage, if any, of your Plan account assets to invest in each of the investment alternatives that have been selected for your Plan and which are also available for investment (excluding any restricted investments as may be specified in the Supplement). We will provide or have provided to you the initial allocation target for your Plan account in a communication called the Retirement Plan (formerly “Plan Preview”), and you should contact us if you do not or did not receive it. If you so choose, you may cancel your participation in the Program at any time, before or after reviewing your Retirement Plan. We design your investment strategy with a primary goal of balancing expected returns with a risk level appropriate for you. We will determine your allocation target based on factors and assumptions which may include your current age, your assumed risk level based on AFA’s determination of the median risk level for investors with an investment horizon similar to yours, your assumed age at retirement, the available investment alternatives for your Plan account, market and economic conditions, and additional information that are provided to us about your financial circumstances and preferences, if any. A number of potential portfolios will typically satisfy our criteria for an appropriate investment strategy. Your allocation targets may change over time due to a number of factors and may vary from what was last communicated to you. The actual portfolio that we implement for you may vary from the allocation targets communicated to you. Alight Solutions and the entity maintaining the Plan (“Plan Sponsor”) are expected to provide information about the Plan and your particular Plan account to AFA. You consent to the physical and electronic transmission and storage of your personal and financial information by and between AFA and you, Alight Solutions, Plan, Plan Sponsor, their respective assignees and successors, and other parties as necessary and permissible to continue management of your account under these Terms and Conditions. We encourage you to provide additional information to AFA to help us more closely tailor the Program services to your individual circumstances. This information may include: (1) a preferred maximum allocation to the unrestricted equity securities of your employer, if held in your Plan account, subject to the Employer Securities section below; (2) savings and investments you hold in accounts other than your Plan account (“non-Plan accounts”) and any restricted investments (although AFA may consider non-Plan accounts and restricted investments in determining the allocation target for your Plan account, AFA expressly does not provide investment management for your non-Plan accounts or restricted investments); (3) the age at which you plan to retire; and (4) your decision to take on more or less risk in your account than the risk level assumed by AFA. You may provide this additional information at any time, but we encourage you to provide such information when you enter the Program. You agree to verify the accuracy and completeness of your information on any communications from AFA, including but not limited to your Retirement Plan and Retirement Update statement (formerly “Progress Report”), and to inform us immediately of any inaccuracies so that we may make any appropriate adjustments to your account, if needed. You agree to provide AFA with updated information if any information provided by you changes at any time, such as a change in investments held in a non-Plan account; failure to update us could negatively impact our ability to select a portfolio appropriate for your risk level and financial holdings. In the event that AFA becomes aware that a security held in a non-Plan account has been converted to cash or can no longer be modeled by us, AFA will assume that the balance related to such security has become zero.

**Account Directions.** We will direct Alight Solutions as to how to allocate the investments in your Plan account and how to direct new contributions credited to your account (collectively, “Account Directions”), provided that we will not make Account Directions relating to restricted investments, if any. As noted above, we are authorized to begin making Account Directions for your
Plan account immediately upon your Program effective date. Depending on the method of enrollment, unless otherwise specified, we will typically begin to make Account Directions for your Plan account approximately a few days to five weeks after your enrollment, but your actual experience may be affected by system maintenance cycles, data availability, your Plan, prior enrollment in the Program, any applicable holds on the account, and other factors. After your Program effective date, unless otherwise specified, we will issue Account Directions to transition your Plan account toward the allocation target over a transition period, which is subject to the provisions and requirements of your Plan and its investment alternatives, the availability of required data, the method of Program enrollment, and certain employer policies. The transition period may be lengthened or shortened at AFA’s sole discretion and as appropriate for your account. Your account balances and contributions may be initially maintained in an interim investment vehicle until your account balance reaches a minimum threshold amount (generally $5.00) sufficient for AFA to determine an allocation target. After the completion of the transition period, we will typically review your account at least monthly, which may result in a change to a new allocation target. For example, as you near retirement, we may reduce the risk level chosen for you. After our review of your Plan account, we will give Account Directions to Alight Solutions as necessary. Alight Solutions shall instruct the Plan trustee to buy, sell, or transfer securities in your account among the investment alternatives available under the Plan to achieve the Account Directions; however, there is no guarantee that any particular Account Direction can be executed or be executed at a specific time and AFA makes no representations in connection therewith. You acknowledge that, on any particular day, the actual allocation of your Plan account may differ from the allocation target and from any preferred maximum allocation to unrestricted employer securities you may have indicated due to various factors such as rounding, market movements, changes to the Plan, availability of investment alternatives, contributions, the transition period, Alight Solutions’ capacity to execute Account Directions, and any legal, regulatory, or other trading restrictions, including those imposed by securities exchanges or parties other than AFA. We will send you a quarterly Retirement Update that shows the funds you own and the account balance and other information, but it is not the benefit statement for your Plan account provided for under the Employee Retirement Income Security Act of 1974 (‘ERISA’).
Employer Securities. You direct AFA to effect transactions involving unrestricted employer securities (“Employer Securities”) in your Plan account, if any, at AFA’s sole discretion. You acknowledge that we may decrease the amount of such Employer Securities held in your account, if any, taking into account any preferred maximum allocation to Employer Securities that you have specified to us, provided that: 1) the actual allocation to Employer Securities in your Plan account generally may not exceed 20% (or such other maximum allocation applicable to the Program for your Plan) of the managed Plan account balance, as defined in the Supplement; and that 2) the allocation to Employer Securities in your Plan account will generally be targeted for a level not exceeding the then-current allocation to Employer Securities in your Plan account. You can determine the amount of any such decrease by calling us or consulting your communication materials. For example, if your current percentage allocation to Employer Securities is 15%, we will generally not issue Account Directions for allocations beyond 15% for your managed Plan account balance, notwithstanding that the Program can provide for allocations to Employer Securities of up to 20% (or such other maximum allocation applicable to the Program for your Plan). Please see the Supplement for additional information about Employer Securities in your Plan, if applicable. You acknowledge that your Plan account’s actual allocation to Employer Securities may vary over time, may differ from the allocation target due to factors such as market movements, and may be substantially less than any specified preferred maximum allocation. You acknowledge and agree that AFA may be precluded from making Account Directions with respect to Employer Securities at any time that AFA may have material nonpublic information about such employer or its securities. AFA’s analysis of individual equity securities generally assumes an efficient market in which stock prices are fairly valued (as opposed to under-valued or over-valued). Thus, AFA does not provide Account Directions with respect to Employer Securities based on a fundamental analysis of the security value compared to current prices. Instead, AFA provides Account Directions with respect to Employer Securities held in your Plan account after analyzing the risk/return impact of concentrated holdings of Employer Securities. The Supplement includes more information on allocations to Employer Securities, such as when AFA is managing your account as a “qualified default investment alternative” under the Pension Protection Act of 2006, if applicable.

Your Representations. As of the date you enroll or are enrolled in the Program and adopt these Terms and Conditions, you represent and acknowledge that you are a resident of the United States and have a United States mailing address, or such other jurisdiction as may be specified in the Supplement. If your contributions to the Plan (individual and/or company matching contributions, if applicable) are eligible to be invested in “publicly traded securities” (as specified in the Supplement), including publicly traded securities issued by your employer, you represent and acknowledge that as of the date you enroll in the Program and at any time that you set or change a maximum allocation to such employer’s securities, you are not aware of any material nonpublic information regarding your employer or such securities. Should you become unable to make these representations after enrollment, cancellation from the Program may occur. You acknowledge receipt of AFA’s Form ADV, Part 2A (or equivalent brochure), available for review from this same web site.

Fees. AFA’s annual Program fee is based on your managed Plan account balance, as specified in the Supplement. In addition to the Program fee, assets invested in mutual funds, separate accounts, collective investment vehicles and other investments may be subject to other non-AFA fees, including operating expenses of and costs of investing in those funds or vehicles, which cost may include sales charges or redemption fees. Fund prospectuses contain detailed information on fund fees and expenses. AFA may allocate your assets to funds or vehicles with these fees or costs. Should you incur such fees or costs as a result of the services provided under the Program, you acknowledge that these fees or costs will be assessed on your purchase, or deducted from your redemption proceeds, in accordance with the applicable policies of the particular fund or vehicle.

Communication. We may send communications to you at your mailing address or your e-mail address as provided to us by you, Alight Solutions, or your Plan Sponsor, and you agree to accept all such
communications. You agree to not make any claims against AFA if you do not receive any communications sent to you. You agree to notify us promptly if your e-mail addresses changes and to keep all information given to Alight Solutions, such as your mailing address, current and accurate. The Terms of Service apply to your use of the Program website. You agree to receive electronic communications from us through our website (for example, we may deliver our required annual privacy notice, written disclosure statement, and amendments to these Terms and Conditions to you during the term of this agreement by posting them on our website). We will not impose any additional charge to you for such electronic communication and will provide the specialized software, if any, needed to view such electronic documents at no charge to you. You are responsible for fees associated with internet access or usage.

**Termination.** You may cancel your participation in the Program at any time, in which event the Program fee will only be charged on a pro rata basis to the effective date of cancellation. To cancel, please call AFA during business hours. If you are an automatic enrollee, you may opt out or cancel at any time by calling the number indicated in the Supplement. If you opt out prior to being enrolled in the Program, you will not be charged a Program fee. If you terminate this agreement within five (5) business days of your automatic enrollment in the Program, you will receive a full credit to your account for any Program fee paid. AFA may cancel your Program participation (and will so notify you) at any time. AFA in its discretion may determine that you are no longer eligible, in which event fees will only be charged on a pro rata basis. If you terminate your participation in the Program or if AFA cancels your participation, AFA will no longer manage your account or give Account Directions to Alight Solutions. Until you or others take action, your Plan account assets and contributions will remain in the investments and allocations as of the time of the cancellation of your Program enrollment, subject to market movements.

**Disclaimers.** AFA will use reasonable care, consistent with industry practice, in providing the service to you. We do not and cannot guarantee the future performance of your account. We do not promise that the securities cause to be purchased on your behalf will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. Losses may also result from the sale of the securities which were in your account prior to enrollment in the Program. The investments we cause to be purchased for your account are subject to various market, business, economic, and political risks. AFA has not undertaken any responsibility with respect to either the selection or maintenance of the investment alternatives available in your Plan. AFA relies on information about you, your Plan and your Plan account supplied by you, Alight Solutions and your Plan Sponsor or other Plan fiduciary, and AFA will not be liable for any loss caused by any errors in such information. We will not be liable to you for any loss caused by (1) any decision, action or inaction taken by AFA with the degree of skill, care, prudence and diligence under the circumstances that a prudent person, acting in a like capacity, would use, (2) following your instructions (such as a maximum allocation to Employer Securities) in good faith, or (3) any other person, not engaged by AFA, who provides services for your account. However, this does not waive your rights under federal and state securities laws or ERISA that may impose liability in some circumstances on persons acting in good faith. We are not liable for any losses caused by circumstances beyond our reasonable control. We do not make any warranties, including any implied warranties of merchantability or fitness for a particular purpose. To the extent permitted by applicable law, AFA assumes no liability for any losses resulting from your failure to confirm enrollment in the Program, or to provide us with complete, accurate, and current information about you, making any corrections as needed.

**General Provisions.** AFA acknowledges and agrees that it is a fiduciary under Section 3(21) of ERISA and an investment manager under Section 3(38) of ERISA with respect to the investment of your Plan account, other than restricted investments. AFA may amend these Terms and Conditions at any time and provide notice to you either by delivery to our website or by written communications, and your continued participation in the Program following such notice will signify your assent to be bound by any such
amended Terms and Conditions, provided that AFA may not amend these Terms and Conditions to increase the Program fee except upon prior written notice to you. You may not assign this agreement, and AFA may not assign this agreement (within the meaning of the Investment Advisers Act of 1940) without your consent. This agreement shall be binding on your heirs, agents, and any others claiming a legal or beneficial interest in your Plan account. If any part of these Terms and Conditions are found to be invalid or unenforceable, it will not affect the validity or enforceability of any other part of these Terms and Conditions, which will continue in full force and effect. Nothing in this agreement may be read to waive compliance with the Investment Advisers Act of 1940 or the rules thereunder, or ERISA or the rules or any order thereunder. These Terms and Conditions are governed by Illinois law to the extent not preempted by federal law.

**Arbitration.** Any claim, dispute or controversy between you and AFA, its agents, employees, successors, assigns and affiliates (collectively for purposes of this paragraph, “AFA”) about any matter arising from or relating to this agreement, any prior agreement, or the services provided by AFA or the relationships which result from this Agreement, including the validity of this arbitration clause or the entire agreement, and not resolved by the parties shall be submitted for and resolved exclusively and finally by binding arbitration (unless prohibited by applicable law) administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules (with Supplementary Procedures for Securities Arbitration) then in effect. The arbitration will be limited solely to the dispute or controversy between you and AFA. Neither you nor AFA shall be entitled to join or consolidate claims by or against other clients, or arbitrate any claim as a representative or class action or in a private attorney general capacity. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. AFA will share the cost of arbitration equally with you. Each party shall pay for its own costs and attorneys’ fees, if any. Either you or AFA can bring a claim in arbitration that you (or AFA) could have brought in court, including, but not limited to, ERISA claims. The arbitrator can only award relief for a claim that could have been awarded by a court for the same claim. Any and all state law claims will be preempted in arbitration to the same extent that they would be preempted if asserted in court. **Arbitration is final and binding. By agreeing to arbitration, you give up the right to resolve disputes in court, including the right to a jury trial, unless a waiver would violate applicable law. Arbitration differs from court proceedings in several ways. Discovery is generally more limited and follows different rules. The arbitrator’s decision might not include factual findings or legal reasoning. Your right to appeal or seek to change the decision is strictly limited. Arbitrators are not judges, and where a panel of arbitrators is appointed pursuant to AAA rules, the panel will typically include at least one member who was or is in the securities industry.**