

### **Investment Services Agreement**

Alight Financial Advisors, LLC (“we”, “our” or “us”) agrees to provide investment advisory services to you as set forth in this Agreement. You agree to the terms of this Agreement, which includes our Disclosure Statement (Part 2A of the ADV) as well as the Financial Engines Terms of Service.

#### **The Advisor service.**

The Advisor service is an Internet-based investment advisory service through Online Advisor service (“Advisor service”) that uses the information you (and, in some cases, your plan sponsor, plan administrator or other financial service provider) supply to provide you with personalized advice to help you plan for your specific investment goals. The Advisor service provides:

- Retirement goal forecasting
- Non-retirement goal forecasting
- Forecasting on stock options
- Advice on allocating investments in tax-deferred retirement accounts available to you (such as IRAs and 401(k) and other employer-sponsored retirement plans)
- Advice on allocating investments in taxable accounts available to you
- Action plans for implementing advice
- Ongoing ability to monitor the investments in your accounts that are incorporated into your Advisor service account.

If your plan sponsor, plan administrator or other financial service provider sponsors you to use the Advisor service, it may sponsor your use of some, but not all, of the forecasting and advice features available through the Advisor service. For example, a plan sponsor may sponsor advice on only its sponsored retirement plan.

#### **Financial Engines as Subadvisor.**

We have selected Financial Engines Advisors L.L.C. (“Financial Engines”) as the subadvisor to the Advisor service. We will monitor and remain fully responsible for Financial Engines’ performance of its subadvisory obligations.

#### **Retirement and non-retirement goal forecasting.**

The Advisor service will use the information that you (and, in some cases, your plan sponsor, plan administrator or other financial service provider) supply to provide an estimate, or Forecast, of the chances that you will reach your retirement or other specific investment goals. A Forecast is not a guarantee of the future performance of your portfolio or any particular investment. The Advisor service uses hypothetical economic scenarios based upon analysis of historic returns, volatility, cross-correlations, calculated risk premiums, and other factors. Past performance is not always an accurate predictor of the future, and reliance on historical and current data necessarily involves certain inherent limitations. The Advisor service creates thousands of possible future scenarios to estimate how your investments might perform under a variety of circumstances, including changing interest rates, inflation and market conditions. The Forecast for a specific goal represents the percentage of those scenarios in which the estimated value of the investments in the accounts you designated for that goal would be sufficient to meet your goal. For example, your retirement goal Forecast represents the percentage of these scenarios in which estimates of your annual retirement income might reach or exceed your goal. You can interact with the Advisor service to see how changes in your decisions about your specific goals, such as how much you contribute or save toward the goal, which accounts you designate for the goal, the time horizon for the goal, and the amount required for the goal, as well as investment risk, might affect your Forecast.

**Forecasting on stock options.**

The Advisor service uses the information that you (and, in some cases, your plan sponsor, plan administrator or other financial service provider) supply about your stock options (including your vesting schedule, your exercise timing strategy, your intended exercise method, and your intended use of the proceeds) to provide a Forecast of the potential future value generated by your stock options within a designated time horizon. The Advisor service can also include information about your stock options in your retirement and non-retirement goal Forecasts. A Forecast is not a guarantee of the future performance of your stock options or any particular investment. The Advisor service uses hypothetical economic scenarios based upon analysis of historic returns, volatility, cross-correlations, calculated risk premiums, and other factors. Past performance is not always an accurate predictor of the future, and reliance on historical and current data necessarily involves certain inherent limitations. The Advisor service creates thousands of possible future scenarios to estimate how your investments might perform under a variety of circumstances, including changing interest rates, inflation and market conditions. Your stock option Forecast represents the potential future range of values of your stock options (including any exercise proceeds reinvested according to your exercise strategy) at the end of a given time frame. You can interact with the Advisor service to explore how changes in your stock options exercise strategy, intended exercise method, or intended allocation of proceeds following exercise might impact your Forecast.

**Investment allocation recommendations.**

The Advisor service can provide advice on your taxable or tax-deferred investment accounts (your "Advice account(s)"). The Advisor service will recommend allocations among the investment fund alternatives available for your Advice account(s).

**Investment implementation.**

If you decide to implement the Advisor service's recommendations, the Advisor service will provide you with an action plan of steps to take. You may implement your investment decisions by contacting your plan administrator or applicable financial service providers. To the extent available, you may be able to use an electronic communications link between the Advisor service and your plan administrator or applicable financial service providers.

**Ongoing ability to monitor.**

As long as you subscribe to the Advisor service, you may use the Advisor service as often as you like to track your progress towards your investment goal. The Advisor service updates the prices of the investment alternatives available to your Advice account(s) on a daily basis (to the extent the Advisor service receives daily price information from third parties, such as data vendors or plan sponsors, plan administrators or other financial service provider).

**Your responsibilities.**

You agree to use the Advisor service according to this agreement and the Terms of Service. If you do not comply with the terms of this agreement, you will hold us, and if you are sponsored to use the Advisor service by your employer or other organizations, the employer or organization harmless from any loss. You agree to use the Advisor service for your personal use only, not for commercial or business purposes.

The Advisor service is a framework to be used in your investment planning, but it is not a substitute for your own informed judgment. You are responsible for your own investment decisions; you may accept, reject or modify the investment recommendations the Advisor service will provide. You are responsible for reviewing your Advisor service account periodically to monitor changes in the market and the value of your investments. You agree to provide complete and accurate information and to update your information when your investments or your personal or financial circumstances change. You consent to the transmission of your personal information to us by you and, if applicable, service providers for your Advice account.

**Fees**

The fees, if any, you pay for the Advisor service depend on the services you receive. You agree to pay all federal, state or local taxes, if any, applicable to your use of the Advisor service, unless you are a sponsored user and your plan sponsor, plan administrator or other financial service provider is required to pay these taxes by agreement with us. Remember that the managers of the investment fund alternatives available to you charge separate investment advisory fees and expenses to the funds.

**Sponsored users.**

If your plan sponsor, plan administrator or other financial service provider sponsors you to use the Advisor service, you, your plan, your plan sponsor, your plan administrator or other financial service provider may be responsible for paying the fees for the Advisor service. The payment arrangements, including the amount of the fees, who pays the fees and the payment method, depend on the arrangement between your plan, your plan sponsor, your plan administrator or other financial service provider and us.

If you are responsible for paying the fees for the Advisor service, by subscribing you agree to pay all customary fees, if any, that we (or others we may designate) charge you for the Advisor service. (However, you may receive retirement goal forecasting and the ongoing ability to monitor your investments at no charge to you.) We will notify you if we change the fees for the Advisor service. You also agree to pay all costs (including attorneys' fees), if any, incurred by us in collecting any overdue fees from you.

**Disclaimers and limitations.**

We do not and cannot guarantee the future performance of your Advice account.

We do not promise that the investments we recommend will be profitable. The investments we may recommend are subject to various market, currency, economic, political and business risks.

The Advisor service does not recommend allocations of individual stocks, even if they are available for investment in your Advice account(s). We do not select the investment alternatives available for investment in your Advice account(s). By recommending allocations among the available investments, we do not endorse the selection of particular investments as available investment alternatives for your Advice account(s).

We do not and cannot guarantee the completeness, accuracy, sequencing or timelines of the educational, news and financial market information that we obtain from others and make available to you. We may provide access to news and content provided by third parties over which we do not exercise editorial control or review, and we are not responsible for the content of such materials. You agree that we will not be liable for any action you take or decision you make in reliance on the information.

We use reasonable care, consistent with sound industry practice, in providing the Advisor service.

However, we do not guarantee that the Advisor service or any content will be delivered to you uninterrupted, timely, secure, or error-free.

We will not be liable to you for any loss caused by

- Our good faith decisions or actions, following your instructions.
- Any other person who provides services for your account.

However, federal and state securities laws may impose liability under certain circumstances on persons who act in good faith. This agreement does not waive or limit your rights under those laws.

We will not be liable for any losses that may be caused directly or indirectly by circumstances beyond our reasonable control.

**We Do Not Make Any Implied Warranties (Including Any Implied Warranties of Merchantability or Fitness for a Particular Purpose).**

**About this agreement.**

The term of this agreement begins when you subscribe to the Advisor service and ends when you log off and cease your current use of the Advisor service. Each time you log on to the Advisor service again, a new agreement with these same terms and conditions will begin at that time and end when you log off. We may terminate this agreement if you do not comply with its terms. You may terminate this agreement for any reason without penalty within five business days after you agree to it. After the term of this agreement ends, we will not have any obligation to make any recommendations or take any action for your account. However, the termination of this agreement will not affect:

- The validity of any action previously taken,
- Liabilities or obligations for actions started before termination,
- The Terms of Service, or
- The provisions of this agreement concerning arbitration.

You agree not to assign this agreement, and we agree not to assign this agreement (within the meaning of the Investment Advisers Act of 1940, as amended) without your written consent.

The laws of the State of California govern this agreement, except to the extent federal law preempts California law. This agreement will not be construed to be inconsistent with the Investment Advisers Act, any applicable rule or order of the SEC under the Investment Advisers Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), or any applicable rule or order of the Department of Labor under ERISA. Nothing in this agreement nor the Terms of Service with Financial Engines shall limit or reduce any claim, damage, expense, liability, or loss that is attributable to our breach of our fiduciary duties under ERISA. If any provision in this agreement is invalid or unenforceable, the remainder of the agreement will continue in full force and effect. We may change this agreement with prior notice to you. The failure to insist on strict compliance with this agreement will not constitute a waiver of rights under the agreement. This agreement (including the Disclosure Statement and the Terms of Service) are the entire agreement between you and us.

**Contact us.**

You can contact us in person or by mail, courier or fax at

**Alight Financial Advisors, LLC**

**P.O. Box 563913 Charlotte, NC 28256**

**Fax:** 847.554.1444

We will contact you at the e-mail address you have provided. By providing your e-mail address, you agree that you will accept all electronic communications from us at your e-mail address and will not make any claims against us if you do not receive any communications we send to your e-mail address. You agree to notify us promptly if your e-mail address changes.

We may monitor or keep records of your communications with us in order to monitor the quality of our service. You agree that we may record any telephone conversations between you and us.

**Arbitration.**

If there is any dispute about this agreement that cannot be resolved informally, you and we agree to submit to non-binding mediation to resolve the dispute. The mediation will be conducted under JAMS/ENDISPUTE or the American Arbitration Association. We will share the cost of mediation equally with you.

If mediation does not resolve a dispute, you and we agree to resolve the dispute through binding arbitration, unless prohibited by applicable law. The rules of JAMS/ENDISPUTE or the American Arbitration Association will govern any arbitration. A panel of three arbitrators will conduct the arbitration. In any arbitration, our duties and any remedies will be determined only by ERISA.

**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 arbitrators' decision may 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 the panel will typically include at least one member who was or is in the securities industry.**

**Form ADV – Part 2A and 2B**

Find out more about us by reading our Alight Financial Advisors Form ADV Part 2A and 2B available on this website, [www.alightfinancialadvisors.com](http://www.alightfinancialadvisors.com)

You can also get a free copy by writing to us at:

P.O. Box 563913 Charlotte, NC 28256 Attn: Advisory Services