ALIGHT FINANCIAL SOLUTIONS, LLC QUALIFIED RETIREMENT PLAN SELF-DIRECTED BROKERAGE ACCOUNT PLAN PARTICIPANT AGREEMENT ("PARTICIPANT AGREEMENT")

Effect of Opening up This Account. You have opened up this self-directed brokerage account ("account") under the authority conferred upon you by the Plan Sponsor, Plan Trustees ("Trustees"), Custodian, or other parties ("fiduciary" or collectively, "fiduciaries") that are responsible for the creation, oversight, and management of your employer's retirement plan ("Plan"). The purpose of this Participant Agreement is to provide you with a general overview of the operation of your account and the general rights and obligations you, as a participant in the Plan ("Participant"), have with respect to the account. This Participant Agreement also describes the types of products and services offered through Alight Financial Solutions, LLC ("AFS"), which services may change from time to time, (collectively, the "AFS Service"). If you are the beneficiary of a deceased Participant, you will be considered to be the "Participant" for the purposes of this Participant Agreement.

The use of your account and your ability to conduct transactions and otherwise take action with respect to your account is determined and governed by this Participant Agreement and the terms of a separate agreement entered into between AFS and one or more of the aforementioned fiduciaries. In the event that you do not understand or are unclear about any of the information provided in this Participant Agreement, please contact your appropriate employer representative or an AFS representative.

Clearing Agent. Pershing LLC ("Pershing" or the "Clearing Agent") is the New York Stock Exchange member clearing agent for AFS. AFS is independent of the Clearing Agent. Pershing is retained to provide certain record keeping and operational services, which may include execution and settlement of securities transactions, custody of securities and cash balances,. These services are provided under a written agreement between the Clearing Agent and AFS. It is important that you understand the responsibilities of AFS and the Clearing Agent as outlined below.

Any rights or obligations AFS or its Clearing Agent have with respect to your account may be exercised by either the Clearing Agent or AFS or may be assigned to the other, including, but not limited to, the right to collect any debit balance or other obligations owing in the account, and the Clearing Agent and AFS may collect from you or enforce any other rights under this Agreement independently or jointly.

AFS is not the Clearing Agent's agent, and you cannot seek to hold AFS or its Clearing Agent, or any agent or affiliate, liable for any trading losses incurred by you as a result of investment choices made by you. The Clearing Agent is carrying your account as clearing broker pursuant to an agreement with AFS. Notices concerning matters related to your account usually will be provided by AFS, although notice may be provided directly from the Clearing Agent with or without duplicate notice from AFS, as circumstances may require.

A more detailed description of the Clearing Agent's functions and responsibilities with respect to you and your account are provided in the item referred to as "Clearing Agent Responsibilities and Disclosures", which is attached and made part of this Participant Agreement as Appendix B.

Responsibilities of AFS. AFS has general responsibility for servicing your account through its own personnel in accordance with its own policies and applicable laws and regulations. AFS is responsible for approving the opening of the account and obtaining necessary account documentation. You will be asked for appropriate identifying information when establishing your account by either AFS or the Clearing Agent. The information provided may be used to verify identity by using internal sources and third-party vendors. It is important for you to note the following:

- AFS is responsible for knowing your basic information.
- AFS is responsible for the acceptance of securities orders.
- AFS is responsible for knowing the facts about any orders for the purchase or sale of securities for the account.
- If AFS obtains possession of any cash or securities intended for the account, AFS is responsible for correctly identifying and promptly forwarding the same to the Clearing Agent.
- AFS is responsible for supervising the activities of the AFS personnel (if any) who service your account, for resolving any complaints regarding the handling of your account, and, in general, for the ongoing relationship that we have with you.

In all of the above matters relating to the servicing of your account, the Clearing Agent has no involvement and assumes no responsibility.

Identity Verification for New Accounts. When opening your account, we make all efforts to verify your personal identification information against the records maintained by the Plan Sponsor. If AFS experiences any difficulty in verifying any of your personal information or if discrepancies are discovered, we may not be able to open an account for you or, if opened, AFS may have to restrict or close your account until such discrepancies are resolved. We will make all efforts possible to minimize any delays or inconvenience to you. AFS will not be liable for any losses or damages resulting from your or the fiduciaries' failure to provide accurate personal information.

Participant Industry Affiliations. Any Participant who is employed or affiliated with a member of a national securities exchange or the Financial Industry Regulatory Authority, Inc. ("FINRA") or is licensed as a registered investment advisor and is using the license in a professional sales, trading, or customer service capacity, must adhere to the following procedures: (1) file with AFS written notice and any other documentation required by FINRA and/or other securities regulators and (2) acknowledge that you will be excluded from effecting certain transactions, as described in the appropriate rules and regulations of FINRA or other appropriate securities regulators, then in effect.

Use of Personal Information. AFS may be required to exchange personal information about you with others, including our affiliates, for verification purposes. All uses of personal information are governed by our Privacy Statement, which is amended from time to time and is available to you upon request. Please refer to Appendix A.

Account Fees and Credits. Purchases and sales of securities in your account may be subject to commissions and transaction fees. The AFS brokerage services commission schedule (available at <u>www.alightfinancialsolutions.com</u> or directly on request from an AFS representative) will apply to all trades placed and transactions conducted in your account. This schedule is subject to change.

Fees for mutual fund transactions, such as sales loads/charges and what they are based on, e.g., the mutual fund family, class type and amount invested and ongoing mutual fund operating costs (such as investment advisory fees for managing the fund's holdings and marketing and distribution expenses, e.g., 12b-1 fees) imposed by mutual funds are described in the fund prospectus. The prospectus is delivered to you after the transactions pursuant to regulatory obligations and in accordance with the delivery method you have selected, such as by mail or electronically.

Please note that the fiduciaries also may charge fees for opening and maintaining your account

The Clearing Agent will credit to your account funds received in the form of dividends, interest, redemptions, and proceeds of corporate reorganizations relating to securities in your account on the day such funds are received. These funds come from issuers and various intermediaries in which the Clearing Agent is a participant, such as the Depository Trust Company.

Information regarding when the Clearing Agent credits your account with funds due to you, when those funds are available to you, and/or when you begin earning interest on those funds is available by contacting your AFS representative directly.

Payment for Order Flow Practices. AFS routes order flow in equity securities entirely to the Clearing Agent. AFS does not receive compensation for directing order flow. See the terms and conditions section of your customer statement for a description of the Clearing Agent's payment for order flow practices. For additional information regarding order routing practices and the venues to which AFS's orders are routed, please visit <u>www.orderroutingdisclosure.com</u> or contact an AFS representative. Upon written request to AFS, you may obtain the identity of the venue to which your orders were routed for the six months prior to your request and the time of transactions that may have resulted from such orders.

Important Information About Investing in Mutual Funds. Please refer to the attached Appendix C for some important facts and disclosures about investing in mutual fund shares.

Account Insurance. Currently, securities held in custody by the Clearing Agent for your account are protected up to the total amount in the account. Of this total, Securities Investor Protection Corporation ("SIPC") provides \$500,000 of coverage, including \$250,000 for claims for cash. The remaining coverage on securities only is provided by the Clearing Agent through a commercial insurer. This account protection applies when a SIPC member firm fails financially and is unable to meet obligations to securities customers, but it does not protect against losses from the rise and fall in market value of investments. You will be notified of any change in this protection. Refer to the SIPC website for further information; which can be found by visiting <u>www.sipc.org</u>.

Liens and Levies. If for any reason your account is subject to a lien or levy directed to the Clearing Agent or AFS, both parties will abide by the directions of the federal, state, or other levying authority unless it receives a court order staying or quashing the lien or levy, or some other form of release from the levying authority. In the event the Clearing Agent receives a lien or levy on the account, the account may be assessed reasonable processing fees.

Responsibility for Investment Decisions. You are solely responsible for all transactions and other activities conducted in relation to your account. In connection with the account, you are subject to the restrictions that are placed on the account by the fiduciaries.

Responsibility for Account Accuracy. AFS shall have no responsibility for monitoring and validating the balances, transactions, or valuations in your account. It is your responsibility to monitor and validate your account for accuracy and to advise AFS promptly by telephone about any discrepancies of which you become aware pertaining to balances, transactions, or valuations involving account property or investments. It also shall be your responsibility to promptly notify AFS by telephone at 1.800.890.3200 if you become aware of any of the following:

- any failure to see reflected in the trade confirmations, account statements, or other expected communications received by you, an accurate entry indicating that an order, including a cancellation or modification of a prior order, was received, is being acted upon and/or was executed;
- any failure to receive an accurate confirmation of a transaction;
- any discrepancies between what has been entered into the system and/or any status reported or other information provided on trade confirmations, account statements, or other expected communications received by you; or
- any receipt of any trade confirmation, account statement, or expected communications reflecting an order and/or report of the execution of a transaction which was not placed or authorized in the account.

If you fail to promptly notify AFS of any of the above conditions or events of which you become aware, AFS shall not be liable for any consequences. If proper notification is given to AFS and AFS is determined to be responsible for any of the service failures, discrepancies, or other conditions or events noted above, AFS's liability is limited as described in the section titled **Limitation of Liability**.

AFS's Role. Please be aware of the following:

- Neither AFS nor any AFS representative makes recommendations with regard to any specific securities;
- AFS is not responsible for determining the nature, potential value and suitability of any particular security, transaction, or investment strategy unless required by law or regulation;
- AFS is not responsible for supervising or monitoring the trading in your account;
- AFS does not and will not give any legal or tax advice; and
- AFS will not facilitate any trade in your account except as AFS is specifically directed by you, and if such trade is allowable.

Research Tools. AFS may provide some general research tools and third party-provided information for your use. Although AFS attempts to identify the sources of all of the information and other material provided to you and AFS believes that those sources are reliable, we do not check for accuracy. NONE OF THESE TOOLS OR INFORMATION ARE CUSTOMIZED FOR YOU, and AFS is not making individualized recommendations about the suitability of purchases or sales of any of the securities or investment strategies that may be listed, analyzed, referenced, or identified in the use of the tools or information. AFS investment representatives may be contacted directly to assist you in learning how to properly use the research tools available through AFS. However, those representatives will not advise you about the suitability of any particular security, transaction, investment, or strategy in light of your particular financial circumstances and investment objectives even where the representative may know them.

Idle Account Funds. Unless otherwise directed by you, all idle funds held within your account will automatically be invested into the Liquid Insured DepositsSM T product ("LIDTs"), a FDIC eligible bank deposit sweep product. If you wish to invest the funds held in the LIDTs product into a security, it is your responsibility to monitor available balances in the LIDTs product and manually invest such funds as you would for any other type of investment in your account, subject to the restrictions placed on the account by the fiduciaries.

All pertinent information, including statements about risks, considerations, conflicts of interest, the rate of interest you may receive and fees, pertaining to the LIDTs product, can be found in its Terms and Conditions, as it may be amended from time to time. A copy of such Terms and Conditions is available by contacting an AFS representative or by visiting <u>www.alightfinancialsolutions.com</u>. Please note that AFS and the Clearing Agent each earn fees on your balances in the LIDTs product, including from your interest income, and the fees they receive may be greater than the amount of interest you earn on the same balance. AFS may also change the LIDTs product to another sweep vehicle in its sole discretion.

Neither AFS nor the Clearing Agent are banks, however, the LIDTs product does provide a certain level of FDIC pass-through insurance coverage as further described in its Terms and Conditions.

Trading Restrictions. Participants are restricted from entering orders in the account for certain types of

investments and transactions, which include: options trades, short sales, limited partnership interests, precious metals, municipal bonds, private placements, foreign securities that are not traded on a U.S. securities exchange, and margin trades. Additionally, the fiduciaries may establish other restrictions that you are responsible for discovering. For a complete list of the types of investments and transactions that are restricted, you should contact your employer's human resources or benefits departments, or such other contact that may be provided by your employer.

Compliance with Applicable Law. You are subject to, and required to act in accordance with, all applicable federal and state securities laws with respect to your account.

Plan Authorization for Account. Your authority to maintain and effect transactions in the account is a right granted to you by the fiduciaries to the Plan. The fiduciaries may also at any time determine to revoke your authority to maintain and effect transactions in the account.

Liquidation of Account Securities. If, for any reason, your account has insufficient funds to cover the purchase of any trade or any required fee, AFS may take appropriate steps in its discretion to complete, cancel, or liquidate one or more transactions or investments in your account. Additionally, AFS may, on direction from the authorized fiduciary or fiduciaries, liquidate one or more transactions or investments in order to address corrections which may be required pursuant to the provisions of the account agreements, or as is required under state or federal law or by a court order or other similar authority under which AFS is legally authorized or obligated to act.

In the event of a liquidation of the assets in your account as described above, the assets will be liquidated in the following order: (1) LIDTs product; (2) shares of mutual funds for which no front-end sales charge was assessed at the time of purchase and no transaction fee is charged for liquidations; (3) shares of mutual funds for which no front-end sales charge was assessed at the time of purchase, but a transaction fee may be charged for liquidations; and (4) shares of mutual funds which do charge a front-end sales charge for purchases; (5) all other securities.

Your account also may be subject, at the Clearing Agent's discretion, to interest on any debit balances resulting from failure to make payment in full for securities purchased, from failure to timely deliver securities sold, from proceeds of sales paid prior to the settlement date, or from other charges which may be made to the account.

Additional Account Information. You must promptly provide to AFS any reasonably requested information that is necessary to maintain your account or to effect any transaction directed by you.

Trade Confirmations and Account Statements. Unless otherwise directed by the fiduciaries, trade confirmations and account statements will be sent directly to you and, if requested by the fiduciaries, to the fiduciaries themselves or any other parties so directed.

Certain customers receive electronic confirmations through Depository Trust Company or other institutional delivery systems in lieu of hard copy confirmations of each transaction. You should be aware that all of the terms, conditions, and disclosures set forth on such hard copy confirmations will continue to apply to each confirmation processed electronically.

Cancellation and Modification Requests. AFS cannot guarantee that requests to cancel or modify account orders will be effective, even if such requests are submitted before receiving notice that the order was executed. A requested cancellation or modification of a prior order will not be effected unless we have had sufficient time to forward the request to the actual parties responsible for executing the transaction, the request is received in the marketplace, and the marketplace has matched the request with the account order(s) before it is executed.

We cannot guarantee that the marketplace or a mutual fund company or its agents will match a cancellation or modification request with respect to a prior order, even if such request is received by the same marketplace or mutual fund company or its agents before the order is executed. Therefore, no assumption can be made that a prior order has been canceled or modified until there is actual receipt of a trade confirmation from us. You shall have full responsibility for any orders entered, even if we are unable to cancel or modify the order prior to execution.

Monitoring and Recording of Communications with Us and Use of Our Website. AFS may monitor and/or record any communications, electronic or otherwise, between you and us with respect to matters relating to the account. The use of AFS Services and all related communications between AFS and yourself may be monitored and recorded by us using appropriate tracking technology. AFS may use the information we obtain from monitoring and recording account-related activity with us for any purpose we choose as required by or permitted by law, subject to our confidentiality obligations hereunder and the AFS Privacy Statement attached as Appendix A. We are not, however, obligated to monitor the account for credit or other purposes, and AFS shall have no responsibility for monitoring the account or for any losses that occur in the account. You acknowledge and agree that AFS has the sole right to determine how long recordings will be maintained.

Responsibility for Computer IDs, Passwords, and Account Access. You must select a User ID and password which will provide you with access to the account (the "password"). You alone will be responsible for the use and maintenance of the User ID and password confidentiality, including, without limitation, responsibility for all orders entered in the account by you or by any third party who has received legitimate authorization to use the User ID and password, whether pursuant to a trading authorization and/or power of attorney delivered to us or otherwise. The storage of any information, including, without limitation, the User ID or password on one or more personal computers and/or Access Devices, or if such information is provided to or stored with information aggregators or websites unaffiliated with us, is at your own risk. In addition, you must provide and maintain all Access Devices and related communications services required to gain access to the website and for paying all communications service fees and charges incurred in accessing us. Any use of the User ID and password by any other third party who has obtained them from or through you (and not as the result of any negligence on our part), with or without your knowledge and/or consent will be treated by us as having been authorized by you and you shall be fully responsible for any such use. You shall immediately notify us by telephone whenever you become aware of any loss, theft, or unauthorized use of a User ID and/or password. You also may be liable to us for the costs of defending and indemnifying us, our agents, the Clearing Agent, and affiliates against any liability, costs, or damages arising out of or otherwise involving claims or suits by you or any third party which are based upon or related to any such use.

Applicable Laws, Rules and Regulations. This Agreement is deemed to be governed by and construed in accordance with the laws of the State of Illinois, without application of the conflict of law principles, except to the extent superseded or preempted by federal law, including, without limitation, the Employee Retirement Income Security Act of 1974, as amended. All transactions for the account will be subject to applicable law and the constitution, rules, regulations, customs, and usages of the marketplace and its clearinghouse, if any, where transactions for your account are executed by us or our agents (including our Clearing Agent), which may include AFS Affiliates.

Arbitration Disclosures.

Regulatory authorities require that any customer account agreement containing a pre-dispute arbitration agreement must disclose that the agreement contains such an arbitration clause. This Agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The most current arbitration rules and procedures of the forum in which the claim is filed, and any amendments thereto, are hereby incorporated into this Agreement and shall apply to any dispute involving the subject

matter of this Agreement that may arise between us.

Agreement to Arbitrate Controversies.

Any controversy or claim arising from the AFS Service or any other aspect of this Participant Agreement shall be submitted before an arbitration pursuant to an arbitration forum of the Financial Industry Regulatory Authority pursuant to the rules and authority of FINRA.

Each of us acknowledges and agrees that the award of the arbitrators, or of the majority of them, will be final, and each of us acknowledges and agrees that judgment upon the award rendered may be entered by either of us without notice to the other party in any court of competent jurisdiction, state or federal.

Upon your request, we shall provide you with a copy of this pre-dispute arbitration agreement within ten (10) business days of receipt of your request.

Upon your request, we shall provide you with the names of, and information on how to contact or obtain the rules of, all arbitration forums in which a claim may be filed under this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

This pre-dispute arbitration agreement does not include any condition that:

- limits or contradicts the rules of any selfregulatory organization;
- limits the ability of a party to file any claim in arbitration;
- limits the ability of a party to file any claim in court permitted to be filed in court under the rules of the forums in which a claim may be filed under this Agreement; or

• limits the ability of arbitrators to make any award.

If you file a complaint in court against us that contains claims that are subject to arbitration pursuant to this pre-dispute arbitration agreement between you and us, we may seek to compel arbitration of the claims that are subject to arbitration. If we seek to compel arbitration of such claims, we must agree to arbitrate all of the claims contained in the complaint if you so request.

Enrollment for Electronic Trade Confirmations (if Available). Either you, or your Plan Sponsor on your behalf, may authorize electronic notification of account statements, trade confirmations, and/or other documents as they may be made available (the "Account Communications"). Electronic notification of the Account Communications requires a valid electronic mail (e-mail) address on record with AFS, access to the Internet, and installation of Adobe Acrobat Reader version 4.0 or higher to view your Account Communications. If a valid e-mail address is not on file with AFS, paper Account Communications will be delivered to the physical address on record with AFS until such time that a valid e-mail address has been provided.

If your account has been authorized for electronic notification of the Account Communications, you agree: (i) to accept and receive electronic notification that the Account Communications are available online for your retrieval, (ii) to the electronic delivery of all notices, disclosures and other information relating to your account that are communicated within the Account Communications, and (iii) that electronic delivery of the Account Communications is deemed accepted, regardless of whether a particular document is accessed or viewed.

You will be notified by e-mail when the Account Communications are available to be viewed online. The e-mail notification(s) will be sent to the e-mail address(es) established when registering with this service, or that have otherwise been provided.

You may change your delivery preferences to revert to receiving paper Account Communications at any time by following the instructions on the website at <u>www.alightfinancialsolutions.com</u>, or by contacting AFS directly for assistance. You may print or save a copy of any Account Communication at any time. You may request a mailed copy of your Account Communications by contacting AFS. In the event that you lose access to the website, please contact AFS in order to have your access reinstated.

Once authorized for your account, electronic delivery of the Account Communications is effective until revoked by your Plan, Pershing, AFS, or you.

You expressly agree and acknowledge that the use of electronic notification services is at your sole risk. None of Pershing, AFS nor their respective directors, officers, employees, agents, contractors, affiliates, information providers, or services warrant that the delivery of notification or website services will be uninterrupted or error free. Neither Pershing nor AFS warrants the timeliness, sequence, accuracy, completeness, reliability, or content of any information with respect to accessing electronic information. The service provided herein is on an "as is," "as available" basis and without warranties including, without limitation, those of merchantability, fitness for a particular purpose, or non-infringement other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws, rules, and regulations applicable to this service.

Trusted Contact Person and Temporary Holds on Your Account. A Trusted Contact Person ("TCP") is someone at least eighteen (18) years of age you tell us we can contact if we suspect you may be subject to financial exploitation or if we have questions about your mental or physical well-being. For example, many people in their advancing years may demonstrate declining cognitive ability. The TCP may be able to help you and AFS in such circumstances. Designating one or more TCP is solely your decision and is optional.

By electing a TCP, you understand that you have authorized AFS to contact the TCP at our discretion and to disclose any information about your account to help us address the situations noted above. This includes disclosing information about your account to address possible financial exploitation, confirming the specifics of your current contact information, your mental and physical health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney on your account(s); or as otherwise permitted by industry regulations or state law.

If you have an advisor on your account (independent or affiliated with AFS), you understand that you are authorizing both AFS and your advisor to contact the TCP and we may share TCP information with each other and may coordinate on any conversations with a TCP and on any follow-up actions. You agree that AFS will not be responsible for, and cannot monitor, your advisor's use of the TCP information.

You may change or remove your TCP at any time by contacting AFS by phone, or in writing. A TCP is a source of information for AFS and is not a power of attorney. A TCP is not authorized to make investment decisions or withdraw funds from your account.

You authorize us to place a temporary hold on disbursements of funds or securities from your account or, in some cases, a temporary hold on transactions if AFS reasonably believes financial exploitation has been attempted or has occurred in your account or in other circumstances we believe are necessary for your protection. You also acknowledge that we may report any reasonable belief of financial exploitation, or other circumstances we believe are necessary for your protection, to the applicable state securities administrator, to a state adult protective services agency, or to law enforcement agencies.

Providing AFS with a TCP does not ensure that financial exploitation will not be attempted or occur. You agree to indemnify and hold harmless AFS, its affiliates, and their directors, managers, officers, employees, and agents from and against all claims, actions, costs, and liabilities, including attorney's fees, arising out of or relating to: AFS contacting your TCP; AFS putting a temporary hold on disbursements of funds and/or securities from your account; and AFS not contacting your TCP or placing temporary holds on disbursements of funds and/or securities from your account.

Limitations on Use of AFS Service. The design of the AFS Service is the property of AFS. The content included in the AFS Service is the property of either AFS or one or more of its third-party providers ("Third-Party Provider Services"). You do not have any rights in or to the AFS Service or Third-Party Provider Services, except as expressly provided herein, and you agree not to take any action inconsistent with AFS's rights in the AFS Service or the third-party providers' rights in their Third-Party Provider Services.

Limitation of Liability. Any liability we may have to you for any damages arising out of any action or omission by us or for which we are otherwise responsible shall be limited to an amount equal to the direct financial benefit which the account would have realized or the direct financial loss which the account would have avoided from the transaction involved during the period between the time in which your trade was or should have been effected and the time for settlement of such trade under any applicable law, rule, or regulation.

Quotes, news, and research data, including market information displayed on any Access Device (collectively, "market data") are obtained from sources we believe to be reliable. HOWEVER, ALL MARKET DATA IS PROVIDED "AS IS," AND THERE MAY BE DELAYS, OMISSIONS, AND INACCURACIES IN SUCH DATA. NEITHER WE NOR OUR AGENTS, AFFILIATES, CLEARING AGENT, OR THIRD-PARTY PROVIDERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING. DELIVERING, OR MANAGING THE DELIVERY OF SUCH DATA, INFORMATION, OR SERVICES (COLLECTIVELY. "DISSEMINATING THE PARTIES") CAN GUARANTEE, NOR DO WE OR THEY GUARANTEE, THE CORRECTNESS, ACCURACY, OUALITY. SEQUENCE, TIMELINESS, CURRENTNESS, RELIABILITY, PERFORMANCE, COMPLETENESS, CONTINUED AVAILABILITY, FITNESS MERCHANTABILITY, FOR Α PARTICULAR PURPOSE. TITLE OR NON-INFRINGEMENT OR OTHERWISE OF ANY MARKET DATA OR THIRD-PARTY PROVIDER SERVICES, AND WE AND THEY HEREBY DISCLAIM ANY SUCH EXPRESS OR IMPLIED WARRANTIES.

Losses Due to Extraordinary Events. AFS is not liable for any liability, costs, damages, or loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension or delay of trading, war, earthquakes, strikes, equipment failure, communication line failure, system failure, security failure, unauthorized access, theft or any problem, technological or otherwise, that might prevent you from entering, canceling, or modifying an order or prevent us from acting on an order or instruction, or other conditions beyond our control.

Business Continuity Plan. AFS maintains a business continuity plan that governs the operations of its introducing broker-dealer activities. This plan details how AFS and its personnel will address interruptions to our normal course of business. The unpredictability of events and timing require flexibility in response, and we review our plans regularly and update as necessary.

This plan outlines the procedures that we will implement in order to safeguard our employees and property and to ensure the prompt recovery and resumption of customer trading, account access, and service activities, and to protect AFS's books and records. Our plan addresses operational redundancy between our two (2) regional locations, complete customer access to their accounts through our clearing agent, Pershing, critical business systems, and alternate communications means with customers, employees, regulators, the Clearing Agent, AFS's parent company (Alight Solutions LLC), and each branch location. For pertinent information relating to, and a summary of, Pershing's business continuity plan, please refer to Appendix B.

Since disruptions can vary in scope and duration, key components of our plan include full redundancy of critical business functions at both of our locations, widely geographically separated, as well as full customer service and trading ability available at our clearing firm (Pershing). In any situation, we plan to continue in business and will notify you through our website, <u>www.alightfinancialsolutions.com</u>, or our regular telephone number, which is in use for both our locations. If you cannot access us through either of these means, contact the Clearing Agent directly at (201) 413-3635, or for recorded instructions call (213) 624-6100, extension 500.

Assignment. Subject to any authorization that may be necessary by any fiduciary(ies), AFS may transfer or assign the account to any successor or other organization. You may not, however, assign any of your rights or duties in the account or any interest in the account to any third party without our prior written consent.

Termination of AFS Service. You may deactivate your account at any time by submitting written instructions to AFS. AFS will not close your account until all fees, payments, or other account-related expenses are satisfied in the account, if any.

We may, as circumstances warrant and without reasonable prior notice, block access to the use of the account in the event we elect to discontinue providing the AFS Service to you or all Participants on a temporary or permanent basis or in the event that you act in contravention with the terms of this Participant Agreement or applicable law. If we discontinue the AFS Service or if you deactivate your account, the terms of this Participant Agreement will continue to apply to any disputed or unsettled matters involving the account, and you will remain liable to us for the payment of all charges incurred in the account before its termination becomes effective.

Separability. If any term of this Participant Agreement is found to be invalid or unenforceable, all other provisions will remain in full force.

Entire Agreement, Amendment and Waiver. This Participant Agreement, as may be amended from time to time, is the complete statement of your agreement with us. On prior or concurrent written notice to you, we may modify or rescind existing provisions or add new provisions. By not closing and/or continuing to use your account, you confirm your agreement to abide by this Participant Agreement, as amended from time to time.

Amendments will not affect rights or obligations either of us incur before the effective date of the amendment. No prior conduct, past practice, or oral statement by any AFS personnel or agent can amend or modify this written Participant Agreement.

Waivers of rights under the Participant Agreement must be expressed in writing and signed by the party waiving the rights. A waiver will apply only to the particular circumstance giving rise to the waiver and will not be considered a continuing waiver in other similar circumstances, unless the intention to grant a continuing waiver is expressed in writing.

Our failure to insist on strict compliance with the Participant Agreement or any other course of conduct on our part shall not be construed as a waiver of our rights under the Participant Agreement.

Any questions, comments, or complaints pertaining to this Participant Agreement or, with respect to your account in general, should be submitted directly to Alight Financial Solutions, LLC at (800) 890-3200 or to: Alight Financial Solutions, LLC/ Attn: Compliance Department/ P.O. Box 563901/ Charlotte, NC 28256-3901.

This Agreement contains a predispute arbitration clause (on pages 5-6). By accepting this document during enrollment, you acknowledge receiving a copy of this Agreement.

APPENDIX A AFS PRIVACY STATEMENT

CONTACT INFORMATION

Alight Solutions, LLC, the parent company of AFS, has a privacy policy that applies to the services of AFS. The policy can be found at <u>Privacy Policy | Alight</u>. If you have any questions or complaints about AFS's use of Personal Information or about this AFS Privacy Statement, please send an e-mail to: <u>privacy.info@alight.com</u>.

AFS reserves the right to amend this AFS Privacy Statement at any time. We will inform you of any changes to this Privacy Statement as required by law.

APPENDIX B CLEARING AGENT RESPONSIBILITIES AND DISCLOSURES

Responsibilities of the Clearing Agent. In general, the Clearing Agent is only responsible for those services provided at the request or direction of AFS as contemplated by the agreement between AFS and the Clearing Agent (the "Clearing Agreement").

The Clearing Agent will create computer-based account records on you in such name(s) and with such address(es) as AFS directs.

The Clearing Agent will process orders for the purchase, sale, or transfer of securities for the account as AFS directs. The Clearing Agent is not obligated to accept orders for securities transactions for the account directly from you and will do so only in exceptional circumstances.

The Clearing Agent will receive and deliver cash and securities for the account and will record such receipts and deliveries according to information provided either by AFS or as directly authorized, in writing, by you.

The Clearing Agent will hold in custody securities and cash received for the account, and will collect and disburse dividends and interest and process reorganization and voting instructions with respect to securities held in custody. The Clearing Agent is responsible for the custody of cash and securities only after coming into the Clearing Agent's physical possession or control.

In connection with all of the functions that the Clearing Agent performs, the Clearing Agent maintains the books and records required by law and by business practice. The Clearing Agent will provide AFS with written reports of all transactions processed for the account to enable AFS to carry out its responsibilities under the Clearing Agreement.

The Clearing Agent will assist you and AFS with any discrepancies or errors that may occur in the processing of transactions for the account.

THE CLEARING AGENT DOES NOT CONTROL, AUDIT. OR OTHERWISE SUPERVISE THE ACTIVITIES OF AFS OR AFS EMPLOYEES OR AFFILIATES. THE CLEARING AGENT DOES NOT VERIFY INFORMATION PROVIDED BY AFS REGARDING THE ACCOUNT OR TRANSACTIONS PROCESSED FOR THE ACCOUNT NOR UNDERTAKE RESPONSIBILITY FOR REVIEWING THE APPROPRIATENESS OF TRANSACTIONS ENTERED BY AFS ON YOUR BEHALF. THE CLEARING AGENT IS NOT RESPONSIBLE FOR ANY INVESTMENT ADVICE, INVESTMENT RECOMMENDATIONS, OR INVESTMENTS MANAGEMENT SERVICES THAT MAY BE PROVIDED TO YOU.

The Clearing Agreement does not encompass transactions in commodity futures contracts or investments other than marketable securities that the Clearing Agent normally processes on recognized exchanges and over-the-counter markets.

In furnishing its services under the Clearing Agreement, the Clearing Agent may use and rely upon the services of other clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services, and other similar organizations.

This discussion addresses the basic allocation of functions regarding the handling of the account. It is not meant as a definite enumeration of every possible circumstance, but only as a general disclosure.

CLEARING AGENT PRIVACY POLICY

Working on behalf of AFS, the Clearing Agent recognizes the importance of protecting the confidentiality of nonpublic personal information] that it collects about its customers. The information is used to ensure accuracy in reporting and record keeping, maintaining customer accounts, and effect requested transactions. A top priority for the Clearing Agent is to keep this information secure.

1. The Clearing Agent collects nonpublic personal information from the following sources:

- Applications, forms, or other communication, including electronic communications (such as name, address, e-mail address, telephone number, Social Security number, assets, and income);
- Transactions with the Clearing Agent, their financial organizations, or others; and
- Nonaffiliated third parties, such as consumer reporting agencies (such as credit worthiness and credit history), joint marketing partners, or other entities who may service your account from time to time.

2. The Clearing Agent may use personal information in order to operate our business in a prudent manner in

accordance with industry standards and applicable law, which may include to service and maintain accounts and transactions, offer a broad range of services and products, verify income and assets, respond to inquiries and requests, prevent fraud, monitor and archive communications, and verify your identity in accordance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001.

3. The Clearing Agent may disclose or share nonpublic personal information about its customers to its affiliates, such as banks, investment managers, mortgage lenders, technology service providers, and securities broker-dealers, in order for its affiliates to provide and service accounts and transactions, such as data processing and loan servicing. This may, where permitted by local law, include archiving your personal information in a jurisdiction other than your own, which may not have equivalent data protection laws.

4. The Clearing Agent may also share personal information with government agencies, exchanges, or other self-regulatory organizations and law enforcement authorities as required or permitted by law, rule, or regulation.

5. The Clearing Agent does not sell or rent personal information. The Clearing Agent may disclose or share personal information about its customers to nonaffiliated third parties with whom it has contracted to perform services on its behalf, such as printing, mailing, fraud prevention, technology providers, and processing services, as well as your nonaffiliated financial organization, which has a clearing agreement with the Clearing Agent. These nonaffiliated third parties are required to protect the confidentiality and security of this information and use it only in accordance as contractually agreed upon or instructed by the Clearing Agent. The Clearing Agent may also disclose nonpublic personal information about its customers as permitted or required by law.

6. The Clearing Agent does not disclose NPPI about former customers, except as permitted or required by law.

7. The Clearing Agent Internet websites may occasionally use a "cookie" to provide better service, facilitate its customers' use of the website, track usage of the website, and address security hazards. A cookie is a small piece of information that a website you have accessed stores on your personal computer and which it can later retrieve. The Clearing Agent may also use cookies for some administrative purposes; for example, to store customer preferences for certain kinds of information. None will contain information that will enable anyone to contact our customers via telephone, e-mail, or any other means. If Clearing Agent's customers are uncomfortable with the use of cookie technology, they can set their browsers to refuse cookies. Certain Clearing Agent services, however, could be dependent on cookies and its customers may disable those services by refusing cookies.

Disclosure Required by New York Stock Exchange Rule 446(D). The Clearing Agent maintains a business continuity plan, including redundant data centers and alternate processing facilities to address interruptions to the normal course of business. These plans are reviewed annually and updated as necessary and tested. The plans outline the actions the Clearing Agent will take in the event of a building, city-wide, or regional incident, including relocating technology and operation personnel to a preassigned alternate out of region data center. Technology data processing can also be switched to an alternate regional data center. The Clearing Agent's recovery time objective for business resumption, including those involving a relocation of personnel or technology, is four (4) hours. This recovery objective may be negatively affected by the unavailability of external resources and circumstances beyond our control. In the event that AFS experiences a significant business interruption, the Clearing Agent may be contacted directly to process limited trade-related transactions, cash disbursements, and security transfers. Instructions to the Clearing Agent must be in writing and transmitted via facsimile at (201) 413-5368 or by postal service as follows:

Pershing LLC P.O. Box 2065 Jersey City, New Jersey 07303-2065

Additional Information. For additional information about how to request funds and securities when AFS cannot be contacted due to a significant business interruption, please visit http://www.pershing.com/customer_support.html or call (201) 413-3635 for recorded instructions. If you cannot access the instructions from the website or the previously noted telephone number, the Clearing Agent may be contacted at (213) 624-6100, extension 500, as an alternate telephone number for recorded instructions.

APPENDIX C IMPORTANT INFORMATION ABOUT INVESTING IN MUTUAL FUND SHARES AND MONEY MARKET FUND SHARES

The following series of disclosures are most appropriate for investors who are not participants in a qualified retirement plan but can provide helpful guidance to your overall investment decisions.

Mutual Fund Breakpoint Discounts and Other **Disclosures Relating to Mutual Fund and Money** Fund Fees and Revenue Sharing. Before investing in mutual funds, it is important that you understand the sales charges, expenses, and management fees that you will be charged as well as understanding the breakpoint discounts to which you may be entitled. Understanding these charges and breakpoint discounts will assist you in identifying the best investment for your particular needs and may help you to reduce the administrative costs of your investments. This section will give you general background information about these charges and discounts; however, sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Therefore, you should discuss these matters with your investment professional and review each mutual fund's prospectus and statement of additional information (which are available from your investment professional) to obtain the specific information regarding the charges and breakpoint discounts associated with a particular mutual fund. Many mutual funds waive "front-end" sales charges for accounts maintained as a "rollover" individual retirement account or as an investment option in a qualified retirement plan. Please refer to the applicable fund prospectus, see your investment professional, or call AFS at (800) 890-3200 for further information.

Sales Charges. Investors who purchase mutual funds must make certain choices, including which funds to purchase and which share class is most advantageous in light of their specific investing needs. Each mutual fund has a specified investment strategy. Each individual investor must consider whether the mutual fund's investment strategy is compatible with their respective investment objectives. Additionally, many mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge different fees and expenses depending upon the choice of share classes. As a general rule, Class A shares carry a "front-end" sales charge or "load" that is deducted from the investment at the time fund shares are purchased. This sales charge is a percentage of the total purchase. As explained below, many mutual funds offer volume discounts to the front-end sales charge assessed on Class A shares at certain predetermined levels of investment, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors who purchase Class B or C shares pay assetbased sales charges, which may be higher or lower than the charges associated with Class A shares. Investors that purchase Class B or C shares may also be required to pay a sales charge known as a contingent deferred sales charge when they sell their shares, depending upon the rules of the particular mutual fund. This is known as a "back-end" sales charge or "load."

Breakpoint Discounts. Most mutual funds offer investors a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. In general, most mutual funds provide breakpoint discounts to investors who make large purchases at one time. The extent of the discount depends upon the size of the purchase. Generally, as the amount of the purchase increases, the percentage used to determine the sales load decreases. In fact, the entire sales charge may be waived for investors that make very large purchases of Class A shares. Mutual fund prospectuses contain tables that illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based upon current holdings from prior purchases through Rights of Accumulation and from future purchases based upon Letters of Intent. Mutual funds have different rules regarding the availability of Rights of Accumulation and Letters of Intent. Therefore, you should discuss these matters with your investment professional and review the mutual fund's prospectus and statement of additional information to determine the specific terms upon which a mutual fund offers Rights of Accumulation or Letters of Intent.

Rights of Accumulation. Many mutual funds allow investors to count the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase to qualify for breakpoint discounts. Moreover, mutual funds may allow investors to count existing holdings in multiple accounts, such as individual retirement accounts (IRAs) or accounts at other financial organizations to qualify for breakpoint discounts. Therefore, if you have an account(s) at other financial organizations and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, investors must advise their investment professional about those balances. The appropriate documentation that demonstrates the holdings in other accounts may be required to qualify for such breakpoint discounts.

In addition, many mutual funds allow investors to count the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts. You should consult with their investment professional or review the mutual fund's prospectus or statement of additional information to determine what these rules are for the fund family in which you are investing. Investors should advise their respective investment professionals of these related party accounts in order to be considered for breakpoint discounts. The appropriate documentation may be required if accounts are held at a different firm.

Mutual funds also follow different rules to determine the value of existing holdings. Some funds use the current net asset value (NAV) of existing investments in determining whether an investor qualifies for a breakpoint discount. However, a small number of funds use the historical cost, which is the cost of the initial purchase, to determine eligibility for breakpoint discounts. If the mutual fund uses historical costs, you may need to provide account records, such as confirmation statements or monthly statements, to qualify for a breakpoint discount based upon previous purchases. You should consult with your investment professional and review the mutual fund's prospectus and statement of additional information to determine whether the mutual fund uses either NAV or historical costs to determine breakpoint eligibility.

Letters of Intent. Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually thirteen (13) months. For instance, if an investor plans to purchase \$50,000 worth of Class A shares over a period of thirteen (13) months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. Additionally, some funds offer retroactive Letters of Intent that allow investors to rely upon purchases in the recent past to qualify for a breakpoint discount. However, if an investor fails to invest the amount required by the Letter of Intent, the fund is entitled to retroactively deduct the correct sales charges based upon the amount that the investor

actually invested. If you intend to make several purchases within a thirteen (13) month period, you should consult your investment professional and the mutual fund prospectus to determine if it would be beneficial to sign a Letter of Intent. An understanding of the availability of breakpoint discounts is important because it allows investors to purchase Class A shares at lower prices. The availability of breakpoint discounts may save money and may also affect decisions regarding the appropriate share classes in which to invest. Therefore, investors should discuss the availability of breakpoint discounts with an investment professional and carefully review the mutual fund prospectus and its statement of additional information, which can be obtained from an investment professional, when choosing among the share classes offered by a mutual fund. More information about mutual fund share classes and mutual fund breakpoints is available through the investor alerts that are available on the FINRA website at www.finra.org or more directly at:

A vibrant market is at its best when it works for everyone | FINRA.org

Mutual Fund Fees and Revenue Sharing. The Clearing Agent may receive servicing fees from mutual funds that participate in The Clearing Agent's mutual fund no-transaction-fee program in lieu of clearance charges to AFS. Participation by AFS in this program is optional, and AFS may share with the Clearing Agent in such fees. These fees may be considered revenue sharing and are a significant source of revenue for the Clearing Agent and may be a significant source of revenue for AFS. These recurring fees are based on the value of your assets.

The Clearing Agent also receives operational reimbursements from mutual funds in the form of networking or omnibus processing fees. These fees are based on a flat fee per holding and are reimbursed to the Clearing Agent for the work it performs on behalf of the funds, which may include but is not limited to, subaccounting services, dividend calculation and posting, accounting and reconciliation, client confirmation and statement preparation and mailing, and tax statement preparation and mailing. These fees are a significant source of revenue for the Clearing Agent. For additional details regarding the Clearing Agent's mutual fund no-transaction-fee program or a listing of funds that pay the Clearing Agent networking omnibus fees. please refer or to. http://www.pershing.com/mutual fund.htm.

Money Fund Fees and Revenue Sharing. Money fund processing and revenue sharing fees are

significant sources of revenue for the Clearing Agent and may be significant sources of revenue for AFS.

The Clearing Agent receives fees from money fund providers for making available money market funds or FDIC-insured bank deposits, which you have selected through AFS. These fees are paid in accordance with an asset-based formula based on established amounts of money market funds or FDIC-insured bank deposits available through the Clearing Agent. AFS may share in these fees. A portion of the Clearing Agent's fees is applied against costs associated with providing services on behalf of the funds, which may include sweep systems, subaccounting services, dividend calculation and posting, accounting and reconciliation, client statement preparation and mailing, tax statement preparation and mailing, marketing and distribution related support, and other services.

The Clearing Agent receives processing fees from certain money fund providers. These fees reimburse the Clearing Agent for operational services it performs on behalf of the funds, which may include sweep systems, subaccounting services, dividend calculation and posting, accounting and reconciliation, client statement preparation and mailing, tax statement preparation and mailing, or other services. For a listing of money funds that pay the Clearing Agent revenue sharing and processing fees, please refer to: http://www.pershing.com/money_fund.htm.