THIS DOCUMENT CONTAINS IMPORTANT INFORMATION FROM SS&C RETIREMENT SOLUTIONS, LLC AND ALPS ADVISORS, INC. ABOUT ADVICEPLUS. THIS DOCUMENT ALSO INCLUDES YOUR ADVICEPLUS ADVISORY AGREEMENT. To see the applicable Privacy Policy, click here. <u>https://gp-prod.ssnc.cloud/portico/html/privacypolicy.html</u> YOU MUST READ AND ACCEPT THE FOLLOWING ADVICEPLUS ADVISORY AGREEMENT IN ORDER TO ACCESS INVESTMENT ADVICE FROM ADVICEPLUS.

UPON COMPLETING YOUR REVIEW, PLEASE CLICK [I ACCEPT] TO GAIN ACCESS TO ADVICEPLUS.

PLEASE NOTE, ADVICEPLUS IS OFFERED ONLY TO PERSONS WHO ARE CITIZENS AND/OR LEGAL RESIDENTS OF THE UNITED STATES OR ITS TERRITORIES.

# **AdvicePlus Advisory Agreement**

This AdvicePlus Advisory Agreement ("Agreement") is between you and SS&C Retirement Solutions, LLC ("SS&C") and ALPS Advisors, Inc. ("ALPS Advisors"), which are both wholly owned by SS&C Technologies Holdings, Inc. SS&C provides the software engine that is used in AdvicePlus. ALPS Advisors is the Registered Investment Adviser that provides the investment performance data and mathematical modeling techniques on which the investment advice provided by AdvicePlus is based. In the aggregate, SS&C and ALPS Advisors are referred to herein as "we" or "us".

By clicking the "I ACCEPT" button, you represent that: (1) you have read and understand this Agreement; (2) you agree to be bound by all of its terms and conditions; (3) you have the capacity and authority to enter into this Agreement; and (4) you are a citizen and/or legal resident of the United States or any of its territories.

# THE SERVICE MODULES OF GUIDANCEPLUS

In its entirety, the GuidancePlus service consists of the following four sections:

**The Basics**- This section features information on the investment options available to you through your defined contribution retirement plan ("your Plan").

**Education** - This section offers information about the importance of retirement planning and about investment fundamentals in the retirement plan context.

**Strategy Builder** - This section recommends asset allocation strategies, rather than specific investments, based upon: the types of investment options available in your Plan, information you provide regarding your current financial situation, your retirement needs and goals, your outside investments, and your partner's retirement assets, if applicable. You agree that this section by itself does not constitute advice.

**AdvicePlus** - This section recommends individual investments from among those available within your Plan. Recommendations are based on the investment options available in your Plan, information you provide regarding your current financial situation, your retirement

needs and goals, your outside investments, and your partner's retirement assets, if applicable.

### LIMITATIONS OF ADVICEPLUS

The suggestions of asset allocation strategies furnished through the GuidancePlus Strategy Builder and the projections and advice furnished through the AdvicePlus section are based on information you provide about your current financial, personal, and family status, as well as on general market and financial conditions existing at the time that you utilize the service. It is up to you to use your best judgment in accepting or rejecting these suggestions and advice. AdvicePlus cannot independently monitor, review, or update the recommendations or projections you receive from us, nor does it have the capability to monitor or review the investment decisions you make based on our recommendations or projections. Because AdvicePlus' utility depends on the completeness, accuracy, and timeliness of the information you provide, you are solely responsible for reviewing and updating information within AdvicePlus. By accepting this Agreement, you understand that you must provide complete and accurate information when requested by AdvicePlus in order to get the maximum usefulness from it.

Please note that, while AdvicePlus accounts for all assets that you choose to input in determining its asset allocation or investment recommendations, AdvicePlus is not designed to provide guidance or advice on how to structure your overall retirement holdings (i.e., your assets both inside and outside of your Plan). Instead, AdvicePlus only provides guidance and advice on how to structure the holdings within your Plan. Because of this fact, if the choices within your Plan are not extensive, it may be more difficult for you to reasonably achieve your retirement objectives. Consult with your professional financial advisor to discuss how other investment options can be combined with your AdvicePlus allocations to best meet your overall retirement or other financial goals.

### **OTHER RISKS AND LIMITATIONS**

AdvicePlus is a sophisticated retirement planning tool designed to provide you with valuable help in reaching your retirement goals. However, AdvicePlus' forecasts and projections are not guarantees of future results because they are derived from mathematical modeling techniques of the economic and financial markets that may or may not reflect actual conditions and events. As with any investment plan, the past performance and historical returns used to select particular investments are not necessarily indicative of future performance. Accordingly, we cannot -- and do not -- make any guarantees as to the future performance of your investments or the success of any investment or allocation plan.

While AdvicePlus can provide you with insights on which investment alternatives offered by your Plan appear to best fit your retirement needs, you are solely responsible for using your own best judgment to choose the investments that are most suitable for you. You agree that, except as otherwise required by law, we will not be liable for any losses or damages (direct, indirect, or punitive) that may result from your investment decisions or your use of AdvicePlus or any data related to such use. Federal securities laws impose liabilities in certain circumstances on persons who act in good faith; thus, nothing in this Agreement

shall in any way constitute a waiver of or limitation on any rights which you may have under federal securities laws.

You understand and acknowledge that any recommendations provided to you through AdvicePlus are created by ALPS Advisors and not by your employer, retirement plan sponsor, the service provider for your Plan, or any other entity.

### **EVENTS BEYOND OUR CONTROL**

You agree that we will not be liable for any damages or losses caused directly or indirectly by any circumstance or condition beyond our reasonable control, including, without limitation, government restrictions, exchange or market rulings, suspension of trading, war, strikes, acts of God, extreme market volatility, abnormal trading volumes, technical computer problems, computer system failures and malfunctions, system access issues, system capacity issues, high internet traffic, the interruption of services or information, and other similar problems and defects.

### **DISCLAIMER OF WARRANTIES**

ADVICEPLUS AND ANY RELATED PRODUCTS OR SERVICES ARE PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING ADVICEPLUS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP, NONINFRINGEMENT, ACCURACY OF INFORMATIONAL CONTENT, ABSENCE OF VIRUSES AND DAMAGING OR DISABLING CODE, AND UNINTERRUPTED SERVICE. INDEMNIFICATION

As outlined in the **Other Risks and Limitations** section above, we cannot -- and do not -make any guarantees as to the future performance of your investments or the success of any investment or allocation plan. You are solely responsible for using your own best judgment to choose the investments that are most suitable for you. You agree that, except as otherwise required by law, we will not be liable for any losses or damages (direct, indirect, or punitive) that may result from your investment decisions or your use of AdvicePlus (e.g., your reliance on asset allocation strategies provided or advice as to specific investments) or any data related to such use.

### **RELATIONSHIP WITH INFORMATION PROVIDERS**

You agree that the investment research, data, analyses, and opinions (collectively, "Information") provided to you through AdvicePlus: (i) include our confidential and proprietary information, as well as that of our affiliates and their suppliers; (ii) are protected by U.S. copyright laws and may not be copied or redistributed for any purpose; (iii) are provided solely for your personal, informational purposes; (iv) are not guaranteed or warranted to be correct, complete, accurate or timely; and (v) may differ from those obtained elsewhere because of specific investment policies and procedures mandated by your fund or Plan fiduciaries.

### **PAYMENT OF FEES AND EXPENSES**

The annual fee for your access to AdvicePlus may, depending on your circumstances, be paid by your employer, your Plan sponsor, or the service provider for your Plan.

### TERM AND CANCELLATION

If your Plan sponsor or service provider pays the fee to access AdvicePlus, the term of this Agreement will continue for the specified period determined by your Plan sponsor or service provider. If you decline this Agreement, you will not be permitted further access to AdvicePlus. However, all other eligible members of your Plan who accept this Agreement will be entitled to use this service.

We may, at any time, terminate your right to access or use AdvicePlus upon three (3) business days' written notice to you. In addition, we may immediately terminate your right to access or use AdvicePlus if you fail to comply with the terms of this Agreement. You will remain liable for any obligations or liabilities you incurred prior to any effective termination of this Agreement, and the arbitration, indemnification, and limitations provisions of this Agreement shall survive termination or expiration. In any event, this Agreement and the corollary right to use and have access to AdvicePlus will cease upon termination.

### ARBITRATION

You agree that any controversy or claim arising between you and us relating to this Agreement, the breach thereof or your use of AdvicePlus will be settled by the following methods: (1) informally, through good faith negotiation between the parties, and (2) in the event a mutual agreement cannot be reached through good faith negotiations within a reasonable time period, by binding arbitration under the rules then in effect of the American Arbitration Association. Any arbitration shall take place before one or more arbitrators, who shall be chosen in accordance with the standard procedures of the arbitration organization, or as otherwise agreed to by the parties. The arbitrator's award will be binding on both parties, and judgment on the award may be entered in any court of competent jurisdiction. The arbitration of this Agreement, as well as any challenge of or appeal to such arbitration or related proceedings, shall take place in the Borough of Manhattan in the City and State of New York, U.S.A.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principles, except to the extent preempted by federal law. The parties irrevocably consent to the exclusive jurisdiction of federal or state courts in the Borough of Manhattan in the City and State of New York for the resolution of any dispute or claim arising out of or relating to this Agreement. Nothing in this Agreement shall be construed to be inconsistent with the Investment Advisers Act of 1940 or any applicable rule or regulation published thereunder.

### ASSIGNMENT

You may not assign this Agreement without our prior written consent.

### ACKNOWLEDGEMENT OF COMMUNICATION

You agree that we may communicate information required under this Agreement and any SEC-required disclosures to you through the e-mail address you supplied. You must notify us of any change in this address immediately. We are entitled to rely on the most recent address that you provided to us.

### **COMMUNICATION WITH US**

You may send notices or other information to us via either of the following methods: (1) U.S. Mail or overnight courier:

SS&C Retirement Solutions, LLC 2000 Crown Colony Drive Quincy, MA 02169

(2) e-mail at the following e-mail address:

FSGNotices@sscinc.com

### SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then the provision shall be modified to the extent possible to render it valid and enforceable in a manner intended to implement the original intent of the provision. If modification is not possible, the provision shall be ineffective, but the validity, enforceability, and application of any other provision of this Agreement shall not be affected.

# **ALPS ADVISORS, INC.**

### DISCLOSURE ABOUT OUR BUSINESS

ALPS Advisors, Inc. is an investment adviser registered with the Securities and Exchange Commission (the "SEC"). The SEC requires investment advisers to provide each client and prospective client with a written statement containing information about the adviser's background and business practices. Accordingly, we are providing to you Part II of our current Form ADV for your review.

### Click HERE to view Part II of our Form ADV.

You may review Part II of Form ADV on-line at any time. You may also obtain a print version of this form by requesting it from your Plan sponsor or service provider or by submitting an electronic message to us at <u>AAICompliance@sscinc.com</u>.

In addition to the above, on an annual basis, we will provide, without charge, a current copy of Part II of our Form ADV.