

**BETTERMENT LLC (“Betterment”)  
MTG, LLC (“Betterment Securities”)**

**Participant Investment Advisory and Brokerage Services  
Terms and Conditions**

**Please read the following terms and conditions carefully. Your use of the investment advisory services described below will signify your consent to be bound by these terms and conditions, which include an arbitration provision at Section 14, in your capacity as a plan participant and agent of the plan.**

1. *Description of Services.* Your company (as plan fiduciary) has agreed to make Betterment’s investment advisory services available to you as a participant in your company’s retirement plan. Pursuant to its agreements with your plan’s fiduciaries, Betterment will provide discretionary investment management services to your account. Betterment’s and Betterment Securities’ services to the plan, and to your plan account, are governed by the agreements with your plan’s fiduciaries.

Betterment will recommend an asset allocation to you based on your input about your financial situation, retirement investment objectives, and desired investment style. The investment style is a set of investment principles designed to pursue a stated financial objective. The asset allocation is the relative percentage of asset classes in which your account will be invested. Together, an investment style and asset allocation constitute an “investment strategy.” You can accept the recommended investment strategy and direct Betterment to use it for your account, or you can choose a different investment strategy. You have the right to choose a different investment strategy than the one Betterment recommends at any time, but can only make one change in any particular day. You can adjust your investment strategy on the Betterment website, [www.betterment.com](http://www.betterment.com) (including, for the purposes of these Terms and Conditions, web-based mobile applications), or by contacting your plan administrator or Betterment. For certain investment strategies, you will have the option to enable a feature that will automatically adjust your allocation, gradually reducing your allocation to stocks as your retirement date approaches. If you do not enable this feature, Betterment will not automatically adjust your allocation based on the passage of time, and you will need to change your allocation manually by periodically logging in to the website.

If you do not provide information about your financial situation or retirement investment objectives, or direct the investment strategy to be used for your account, all contributions to your account will be invested pursuant to a default investment strategy that takes into account your Social Security full retirement age (based on your birthdate) and your current age, as specified by your Plan administrator. The default investment strategy is intended to achieve long-term appreciation and capital preservation through a mix of equity and fixed income investments and to be diversified so as to minimize the

risk of large losses. Even if you never provide Betterment with your personal information or asset allocation directions, your default asset allocation will change over time with the objective of generally becoming more conservative with increasing age.

Betterment will manage your account based on the chosen investment strategy. As part of its services to the Plan, Betterment will construct your portfolio using a core selection of exchange traded funds (“ETFs”) chosen by Betterment or, for certain investment strategies, by a third party. Each ETF represents a different sub-asset class within your chosen allocation. Betterment has investment discretion to change the ETFs and sub-asset classes used within your account at any time. More information about the ETFs Betterment currently uses can be found at [www.betterment.com/portfolio](http://www.betterment.com/portfolio).

Investment tools provided within the website are not a guarantee of performance and Betterment neither guarantees nor makes any warranty of any kind, express or implied, about the projections or recommendations generated by the investment tools.

Betterment’s affiliate, Betterment Securities, will be responsible for the execution of all securities transactions for your account and will custody your account assets. While Betterment and Betterment Securities are affiliated entities under common ownership and closely cooperate, they are separate entities and are not responsible for the obligations, acts, or omissions of one another.

If your company has so elected or if Betterment chooses to so provide, you may receive investment advice in the form of an individual consultation with a Betterment financial consultant, which may take place via telephone or in-person at the offices of your employer. In such consultation, the Betterment financial consultant will provide personalized financial planning advice, including advice relating to debt, such as student loans and credit card debt, mortgages, savings, and retirement (including pensions and social security) advice that does not constitute legal advice or advice requiring licensure as a Certified Public Accountant, and advice relating to optimizing your use of the Betterment platform (such advice is referred to as “Supplementary Services”). Any tax information provided by Betterment is not a substitute for the advice of a qualified tax advisor. You should consult with your tax advisor to discuss tax-related concerns.

In addition, Betterment may, from time to time and in its sole discretion, offer any Participant, without charge, certain Supplementary Services through email, electronic chat, and/or telephone communications, subject to the conditions and limitations described above. Any such Supplementary Services shall be based on information provided by you to the financial consultant and the financial consultant will not be required to independently verify any such information. Betterment shall rely on such information and cannot be held responsible for any recommendations based on inaccurate or incomplete information. If you receive such consultation, you acknowledge that the financial consultant will not be an attorney or accountant, and no advice given to you during such consultation should be interpreted as legal or tax advice.

2. *About Betterment and Betterment Securities.* Betterment is a U.S. Securities and Exchange Commission (SEC) registered investment adviser. You can find out more about Betterment and its services in Betterment's Wrap Fee Brochure (available at <https://www.betterment.com/adv>), and you hereby acknowledge receipt thereof. Betterment is a fiduciary under the Employee Retirement Income Security Act (ERISA) with respect to the services it provides to your plan pursuant to its agreement with your plan's trustee or other named fiduciary. Your plan's fiduciaries may terminate the plan's agreement with Betterment, in which case Betterment will no longer provide investment advisory services to your account.

Betterment Securities is an SEC registered broker-dealer and is a member of the Financial Industry Regulatory Authority (FINRA). Betterment Securities does not act as a fiduciary to your plan under ERISA.

3. *Your Responsibilities.* The value and usefulness of the advisory services Betterment provides depend on your active participation in formulating and directing your account's investment allocations. This requires you to provide true, accurate, and complete information and to ensure that it remains true, accurate, and complete. You should also make sure that the asset allocation you select is appropriate for meeting your investment objectives for your account.
4. *Interaction With Other Betterment Accounts.* If you subsequently open, or already have opened, accounts with Betterment other than this employer-sponsored account, including taxable or IRA accounts, those accounts will be governed by separate fee schedules and customer agreements applicable to such accounts. Betterment offers certain services which consider all of your accounts with Betterment holistically. For example, if you have already enabled, or subsequently enable tax loss harvesting in your taxable account, or set up a Tax-Coordinated Portfolio ("TCP"), Betterment's service could result in a different mix of ETFs in this account than you would otherwise hold.
5. *Tax Coordinated Portfolios.* Including your employer-sponsored account in a TCP along with other Betterment accounts may result in higher or lower growth in your employer-sponsored account, relative to both an employer-sponsored account that is not included in TCP and relative to your other accounts. You should consider this possibility, as well as the specific legal characteristics of employer-sponsored accounts, in deciding whether to include an employer-sponsored account in a TCP. If you include your employer-sponsored account in a TCP along with any other Betterment account, Betterment will treat that as an "exercise of control" over the employer-sponsored account for the purposes of ERISA section 404(c). That means that Betterment will not manage your 401(k) account as a qualified default investment alternative ("QDIA"), to the extent that Betterment would otherwise do so.
6. *Rollovers.* Neither Betterment nor any of its affiliates is, through Betterment's Interface, acting as a fiduciary, or providing investment advice or recommendations with respect to your decision to roll over assets in your 401(k) account or any other retirement

account. Betterment's communications to you about rollovers in the Interface, including any comparisons of Betterment's services to services available at other providers, are intended to provide you with general information that may be useful to your own investment decisions. The information available through the Interface does not address all relevant details of your personal situation, is not intended to be an individualized recommendation that you take any particular action, and should not serve as the primary basis for any rollover-related decision.

7. *Fees.* Betterment, Betterment Securities, and Betterment for Business ("B4B") (which provides certain plan administration services) charge your plan certain fees for the services they provide to the plan pursuant to the agreements with the plan's fiduciaries. Your account may be allocated a portion of these fees in accordance with the plan fiduciaries' directions. Alternatively, your company may have agreed to pay all or a portion of this fee on behalf of the plan. Additionally, you may be charged separate fees for certain transactions in your account, such as fees for plan distributions. For more information about the fees that may apply to your account, please see your plan's notice to plan participants regarding plan and investment-related information. Actual charges to your account will be included on your quarterly statements.
8. *Your Personal Information.* Betterment will collect certain personal information from you and from your Plan administrator so that it (and its affiliates) can provide investment advisory, brokerage, and other services to your account. Betterment (and its affiliates) use and disclosure of your personal information is subject to the Betterment Privacy Policy (which you can access at <https://www.betterment.com/security/privacypolicy>), the agreements with your company, and applicable law. You understand and agree that Betterment (and/or its affiliates) will compare identifying information you provide with government-provided lists of suspected terrorists. If there is any controversy regarding Betterment's (or its affiliates') use of your personal information, you agree that any remedies will be limited to those specifically provided by applicable law and regulations, as well as the agreements between Betterment and your company.

You may request that Betterment (or an affiliate) send personal data regarding your account to third parties outside of Betterment's (and its affiliates') control (e.g., financial account aggregators). You expressly authorize Betterment (and its affiliates) to send personal data to third parties upon your request, and you understand that Betterment (and its affiliates) do not guarantee the accuracy and quality of your personal data. To the fullest extent permitted under applicable law, you agree to hold Betterment (and its affiliates) harmless from losses of any kind that may result from sending your personal data to third parties at your request.

9. *Aggregation Services.* In order for Betterment to learn more about your financial circumstances, Betterment may provide financial account aggregation services via the website ("Aggregation Services"). As part of the Aggregation Services, Betterment,

acting as your authorized agent, will retrieve certain financial account information, such as your account balances and holdings, from financial institutions you designate using a third party service called Quovo (“Synced Accounts”). Use of the Aggregation Services is completely voluntary and at your option. You understand and agree that use of Aggregation Services is subject to Quovo’s terms and conditions, which may impose important limitations on the circumstances and degree of Quovo’s liability. These terms may be seen at <https://www.quovo.com/legal/terms> and may be amended from time to time. You also understand and agree that Betterment’s recommendations and other services will not be based on Synced Accounts except as specifically disclosed in the website.

Betterment is not responsible for and cannot guarantee the accuracy of information about you that Betterment receives from the Synced Accounts. Betterment may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data from your voluntary use of the Aggregation Services. Betterment will typically not attempt to refresh the data from the Synced Accounts more than once a day, but may do so less often for a variety of reasons, including connectivity issues and access restrictions imposed by other parties. Betterment assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, loss of user data, communications or personalization settings. You should periodically confirm the accuracy of Synced Account data through sources independent of Betterment.

10. *Communications About Your Account.* You understand and agree that Betterment’s (and its affiliates’) primary method of communicating with you will be by posting information on servers accessible from the website and, to the extent required by law, sending you a notice that directs you to the website from which the information can be read and printed. If you do not have access to the website, please contact your plan administrator, or call Betterment’s customer service at 1-888-428-9482. Betterment (and its affiliates) may also send communications about your account to your electronic mail address of record or by other means. You agree to check the website and your account regularly to review account communications that may have been delivered to you.
11. *Disclaimers.* None of Betterment, Betterment Securities, or B4B makes any representations or guarantees regarding the future performance of your account, or that the investments to which Betterment allocates assets will be profitable. Investment return and principal value will fluctuate and your account may lose money. The investments to which Betterment allocates assets, and the strategies Betterment employs are subject to various risks, including, without limitation: business, market, currency, economic, and political risks. None of the products, with the exception of deposits in the Transfer Sweep Program, are insured by the Federal Deposit Insurance Corporation or carry bank or government guarantees of any kind.

12. *Limitation of Liability.* To the fullest extent permitted under applicable law, and except for negligence, willful misconduct, or violation of applicable law, including ERISA where applicable, you agree that Betterment, Betterment Securities, B4B, and their respective affiliates, officers and employees shall not be liable for any action performed or omitted to be performed or for any errors of judgment with respect to their services. Federal and state securities laws and ERISA impose liabilities under certain circumstances on persons who act in good faith and nothing herein shall in any way constitute a waiver or limitation of any rights which you may have under federal or state securities laws or ERISA.

13. *General Provisions.*

- a. To the extent consistent with federal law, these Terms and Conditions shall be governed and construed in accordance with the laws of New York, and in compliance with the Investment Advisers Act of 1940 and ERISA.
- b. If any provisions of these Terms and Conditions is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of these Terms and Conditions.
- c. Betterment may modify these Terms and Conditions at any time upon notice to you, which may be electronic. The current Terms and Conditions will be available on the website. Your continued use of Betterment's services will signify your consent to be bound by the modified terms and conditions.
- d. In addition to the terms set forth herein, when using products, services or features provided by Betterment, you shall be subject to any additional posted guidelines, disclosures, methodology documents, or requirements applicable to such product, service or feature, which may be posted and modified from time to time.
- e. Betterment's, Betterment Securities' or an affiliates' failure to insist on strict compliance with these Terms and Conditions, or any other course of conduct on their part will not be deemed a waiver of their rights under these Terms and Conditions.
- f. Betterment may not assign its rights and duties under these Terms and Conditions without obtaining the consent of authorized representatives of the plan, and in accordance with Betterment's agreement with your company.
- g. These Terms and Conditions will pass to the benefit of Betterment, Betterment Securities, their affiliates, and their successors, assigns, and agents. In addition, you hereby agree that these Terms and Conditions will be binding on your heirs, executors, administrators, personal representatives, and any assigns permitted by Betterment or Betterment Securities.

- h. Betterment, Betterment Securities, and B4B will not provide accounting or legal advice, and will not be responsible for the acts, omissions, or insolvency of any other agent, broker, or the independent contractor selected to take any action or to negotiate or consummate any transaction for your account.
  - i. You agree that these Terms and Conditions will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the parties determined, in accordance with the internal laws of the State of New York, except to the extent such laws are preempted by ERISA.
  - j. The heading of each provision of these Terms and Conditions is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
  - k. You understand and agree that Betterment and its affiliates may in their discretion, but are not obligated to, monitor or record any of your telephone communications for quality control and regulatory compliance purposes and for their own protection.
- 14. ARBITRATION AGREEMENT AND DISCLOSURE. *These Terms and Conditions contain a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:***
- a. All parties to these Terms and Conditions are giving up the right to sue each other in court, including the right to a trial by jury, and the right to litigate on a class basis, except as provided by the rules of the arbitration forum in which a claim is filed.***
  - b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.***
  - c. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.***
  - d. 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.***
  - e. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.***
  - f. 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.***
  - g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into these Terms and Conditions.***
  - h. You agree to resolve by binding arbitration any controversy that may arise between Betterment, Betterment Securities, or their affiliates and you relating in any way to these Terms and Conditions, your and your Plan's relationship***

***with Betterment, Betterment Securities or their affiliates, any account held with any affiliate of Betterment or Betterment Securities, or any service provided by Betterment, Betterment Securities, or any of their affiliates to you or Plan. This arbitration agreement includes any controversy involving transactions of any kind made on your behalf or through Betterment, Betterment Securities, or any of their affiliates, or the performance, construction, or breach of these Terms and Conditions or any other written agreement between Betterment, Betterment Securities, any of their affiliates, and you, the Plan, or the Plan's representatives.***

- i. Such arbitration shall be conducted before FINRA and in accordance with the arbitration rules and regulations then in effect at FINRA. Any party may initiate arbitration by filing a written claim with FINRA.***
- j. If arbitration before FINRA is unavailable or impossible for any reason, then such arbitration will be conducted under the auspices of JAMS pursuant to its applicable Arbitration Rules and Procedures. Any JAMS arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the Securities business. The parties agree that limited discovery shall be conducted in accordance with the applicable JAMS's Arbitration Rules and Procedures. In accordance with JAMS's Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law, or other written explanations of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law.***
- k. Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under these Terms and Conditions, and such time limits are hereby incorporated by reference.***
- l. Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.***
- m. The parties to these Terms and Conditions agree that each may assert claims against the other solely in an individual capacity, and not as a class representative or class member in any putative class action, representative***

*action, or class-wide arbitration. The parties agree that no individual claims in arbitration shall be consolidated or combined without the consent of all parties.*

- n. For the avoidance of doubt, nothing in these Terms and Conditions shall limit any right to participate in a class action lawsuit in a U.S. court to the extent that such right may not be waived under any applicable FINRA rules.*
  - o. To the extent applicable based on the provisions set forth herein, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of putative class who has not opted out of the class with respect to any claims encompassed by the 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 these Terms and Conditions except to the extent stated herein.*
  - p. You agree to the provisions described above and the following additional provisions, regardless of whether you are or are not residing in the United States at the time a controversy arises between Betterment and you:*
    - i. You agree that any arbitration hearing will be held in New York, New York unless otherwise agreed between Betterment and you in a signed writing or unless FINRA designates another hearing location;*
    - ii. You agree to the personal jurisdiction of the courts located in the State of New York, U.S.A, to interpret and enforce these arbitration provisions described in these Terms and Conditions; and*
    - iii. All arbitrations will be held in the English language, unless otherwise agreed to by the parties.*
  - q. You make this arbitration agreement on behalf of yourself and your heirs, administrators, representatives, executors, successors, assigns, and together with all other persons claiming a legal or beneficial interest in your Plan account, to the extent permitted under applicable law.*
  - r. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THESE TERMS AND CONDITIONS, INCLUDING THE PREDISPUTE ARBITRATION CLAUSE LOCATED AT SECTION 14 OF THESE TERMS AND CONDITIONS.*
15. *Acceptance of Terms and Conditions.* Your intentional action in electronically accepting the Terms and Conditions and use of Betterment's and Betterment Securities' services are valid evidence of consent to be legally bound by these Terms and Conditions. The use of an electronic version of these documents fully satisfies any requirement that they be provided to you in writing. You acknowledge that you may access and retain a record of the documents that you electronically accept through the website. You are solely responsible for reviewing and understanding all of the terms and conditions of these documents.