

Plan Confidence™ Services Agreement Terms and Conditions

Plan Confidence Corporation, is a Securities and Exchange Commission (“SEC”) registered investment adviser. Plan Confidence Corporation has created a program called Plan Confidence™ services. Your use of Plan Confidence™ services is conditional upon accepting our Agreement Terms and Conditions, Form ADV Part 2A Disclosure Brochure, Form ADV Part 2B Disclosure Brochure Supplement and Privacy Policy.

By clicking "I Accept" and/ or using our services, “you the client” are agreeing to accepting and to be bound by “our” Agreement Terms and Conditions of Service, Disclosures and Privacy Policy. Each time you log in to your account you are re-affirming your acceptance of these terms and conditions.

“Internet Only” Adviser Service

Plan Confidence™ services is an “internet only” adviser service. Under SEC Investment Advisers Act Rule 203A-2(e), an “internet only” investment adviser cannot have personnel elaborate or expand upon the investment advice provided by its interactive website. An “internet only” investment adviser cannot simply aggregate and provide financial information in response to user-provided requests that do not include personal information. An “internet only” investment adviser’s interactive website must provide advice through computer-based models or applications based on personal information supplied by you the client.

Plan Confidence™ Services

Plan Confidence™ services is an online investment advice service created by PLAN CONFIDENCE CORPORATION. Plan Confidence™ allows you to overlay illustrative asset allocation models using all the available investment options within your universe of investment options available through your plan. You may select any asset allocation model which you deem appropriate for your unique risk profile.

Plan Confidence uses a proprietary scoring methodology to review the available investment options for each Client account. You may complete a questionnaire that reviews the risk tolerance, age, all the available assets and other information necessary to be suggested for an **Asset Allocation Model**.

Plan Confidence™ services advice will be non-discretionary and you will be responsible for implementing and executing any of the advice under this agreement.

Risk of Loss – There are risks inherent in all financial decisions and transactions. PLAN CONFIDENCE CORPORATION cannot guarantee the current or future performance of investment recommendations, client accounts performance, or the success of any investment decision or strategy that PLAN CONFIDENCE CORPORATION may recommend to you.

You may select an asset allocation model designed for your unique risk profile. Your risk profile is selected using multiple factors which include, but are not limited to, your age, assets outside of your account, expected time to retire, selected Morningstar Categories and, risk tolerance. There are no limitations on how often and/ or when you can change your risk profile.

- It is your responsibility to provide your adviser with the complete line up of all of your available investment options if your account is in qualified retirement plan. It is your responsibility to inform your adviser when any changes occur to your investment line up so the software can be updated to reflect those changes.
- It is your responsibility to apply the asset allocation model to your particular situation and then implement any investment decisions that you wish to make for your account. Under no circumstances will the Plan Confidence Corporation execute any of the trades in your account.
- It is your responsibility to know the policies and procedures regarding your account if it is in a qualified retirement plan. This includes, but is not limited to, how to implement changes to your FUTURE and CURRENT allocations, any short term trading policies, any investment options closed to new investors, etc.
- Only Mutual Fund, Exchange Traded Funds (ETFs), Collective Investment Trusts (CITs) and Variable “Sub Accounts” tracked by Morningstar will be analyzed and/or recommended.
- The Services do NOT analyze or recommend any individual equity or fixed income securities, target date funds, Asset Allocation and/ or company stock investment options.

In regards to any investment information, it is understood that an investment in any security is subject to many risk factors. This service will not list the factors of risk that you may assume. It is your responsibility to know the risks associated with your account. By making changes to your account in conjunction with the information provided you are acknowledging and assuming the risk and outcome.

Plan Confidence Corporation will notify you when changes have been made to the asset allocation models. The notification from Plan Confidence Corporation may come via email and/ or a "notification" on your registered device if you have downloaded one our Apps and turned on your “push” notifications.

Investment Return Risks

While understanding investment-related fees and expenses is important in making informed investment decisions, it is also important to consider additional information about your investment options, such as manager tenure, investment strategies and risks.

If your account is in a qualified retirement plan specific information related to the past performance and historical rates of return of the investment options available under the plan are available from your plan administrator and can be accessed daily from your plan sponsor's website.

For options with returns that vary over time, past performance does not guarantee how your investment in the option will perform in the future. Your investment in these options could lose money.

Fees and Fee Deduction Authorization

If Co-Adviser services are being provided under this Agreement by a Co-Adviser then the Plan Confidence™ Agreement Terms and Conditions Co-Adviser Agreement Addendum Service Fee controls and applies to your account and supersedes this Fee Provision.

Fee Authorization - A recurring fee is paid in advance each month for **Plan Confidence™** services per each account reviewed by PLAN CONFIDENCE CORPORATION. You authorize the recurring monthly fee through Stripe, Inc. (“Stripe”), a third-party online payment processor. Stripe developed a secure online payment service to accept credit and debit card payments from Clients. Stripe is not a bank, custodian or a money services business (“MSB”). Stripe does not offer banking, custodial or MSB services as defined by the United States Department of Treasury. In addition, Stripe does not assume any liability for Plan Confidence services purchased using Stripe’s online payment service.

The fees for these services do not include payment for other professional services.

A total fee of \$XXX.xx will be billed to your credit card each month until the service is cancelled.

Notices and Communications

All notices, requests, demands and other communications required under the Agreement shall be delivered by electronic communications to the designated e-mail address of each party to this Agreement or displayed via the website or app after logging into the service.

You the client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents.

You may revoke this consent at any time by providing notice to PLAN CONFIDENCE CORPORATION pursuant to this Provision. However, you understand that revoking your consent will terminate this Agreement.

PROXIES

You expressly retain the right to vote all proxies (if applicable) which are solicited for securities held in your account. It is expressly understood by the parties that PLAN CONFIDENCE CORPORATION is expressly precluded from the voting of proxies solicited by the issuers of securities held in the your account.

Acknowledgements

You acknowledge that Plan Confidence Corporation owns all legal, rights, title and interests and intellectual properties relating to our services. You agree that you will not share or disclose any of this information, unless you have express written permission from Plan Confidence Corporation.

Plan Confidence Corporation gives you a personal, non-assignable and non-exclusive license to use these services. This license will be perpetual until you notify us (in writing) to terminate your account. You agree that your license and any information provided due to your license will not be shared with any individual outside of you. This includes, but is not limited to, sharing your password, screenshots or information contained within the service. If you become aware of any unauthorized use of your account, you agree to notify us immediately.

You agree to provide accurate and timely information as requested by Plan Confidence Corporation. You agree that you will only use the information provided by the service for your active plan. You agree that you will not reproduce, copy, sell, disseminate, trade or re-sell any information provided to you through the service.

Additional Acknowledgements

If used in conjunction with an ERISA account the service provided may be deemed an ERISA Section 3(21)(a)(ii) Limited Services Fiduciary service that makes recommendations to Qualified Retirement Plans and Plan participants through non-discretionary advice. It is further understood that past performance is not indicative of future results. There is no guarantee that any investment, strategy or process will produce a profit or perform at levels as it has in the past.

This service provides some links to websites that are not owned or operated by Plan Confidence Corporation (e.g., Morningstar.com. and custodial websites). We provide these links as a courtesy and cannot be held liable for any of the information contained on their sites. Do not interpret our linking to any outside site as an endorsement. You access these links at your own risk.

Choice of Law

If any court of law deems any provision of these terms to be invalid, that specific term(s) will be removed and the remainder of the terms and conditions will remain valid and enforceable. These terms and conditions shall be governed by the laws of the state of Florida.

Agreement Assignment

This Agreement may not be assigned or transferred in any manner by Plan Confidence Corporation without your consent. You will have the ability to “consent” to an assignment via the website prior to accessing your account.

Agreement Material Changes and Termination

You the client may terminate Plan Confidence™ agreement and services and by revoking your recurring monthly fee authorization through Stripe. Plan Confidence™ agreements may also be terminated by either party effective upon receipt of written or electronic notice to the other part. These terms and conditions will continue until terminated by you, and/ or Plan Confidence Corporation. If any of these terms and conditions materially change, you will have the ability to review and "accept" them via the website prior to accessing your account.

You can send an email to support@planconfidence.com if you wish to have your account terminated. You will receive written notification from Plan Confidence Corporation (via email) when your account has been successfully terminated. You and/ or Plan Confidence Corporation may terminate your account at any time and for any reason.

Agreement Acceptance

Your use of Plan Confidence™ Services is conditional upon accepting our Agreement Terms and Conditions, Form ADV Part 2A Disclosure Brochure, Form ADV Part 2B Disclosure Brochure Supplement and Privacy Policy. By clicking "I Accept" and/ or using our services, you are agreeing to accepting and to be bound by our Agreement Terms and Conditions of Service, Disclosures and Privacy Policy. Each time you log in to your account you are re-affirming your acceptance of these terms and conditions.