

## **Appendix C Participant Agreement**

PLEASE READ THE FOLLOWING DOCUMENT CAREFULLY

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT MASTERYPOINT GUIDANCE PLUS® AND OUR PRIVACY POLICY, INCLUDING INFORMATION ABOUT YOUR NONPUBLIC PERSONAL INFORMATION. THIS DOCUMENT ALSO INCLUDES YOUR MASTERYPOINT GUIDANCE PLUS® ADVISORY AGREEMENT

YOU MUST READ AND ACCEPT THE FOLLOWING MASTERYPOINT GUIDANCE PLUS® ADVISORY AGREEMENT IN ORDER TO ACCESS MASTERYPOINT GUIDANCE PLUS® ADVICE OR GUIDANCE.

UPON COMPLETING YOUR REVIEW, PLEASE CLICK [I ACCEPT] TO GAIN ACCESS TO MASTERYPOINT GUIDANCE PLUS®.

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

This MasteryPOINT Guidance Plus Advisory Agreement (“Agreement”) is between you and Third Party Educational Services, Inc. (“MasteryPOINT”) and Schlindwein Associates, LLC (“Schlindwein”). MasteryPOINT provides the software engine that is used in MasteryPOINT Guidance Plus. Schlindwein is the Registered Investment Advisor which provides the investment performance data and mathematical modeling techniques on which the investment advice provided by MasteryPOINT Guidance Plus (if available to you) is based. In the aggregate, MasteryPOINT and Schlindwein 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 MASTERYPOINT GUIDANCE PLUS®**

In its entirety, the MasteryPOINT Guidance Plus 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 module 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 module by itself does not constitute advice;

**Advice.**— If available, 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 MASTERYPOINT GUIDANCE PLUS®**

The suggestions of asset allocation strategies furnished through the Strategy Builder and the projections and advice furnished through the Advice 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 MasteryPOINT Guidance Plus service. It is up to you to use your best judgment in accepting or rejecting these suggestions and advice. MasteryPOINT Guidance Plus 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 MasteryPOINT Guidance Plus' utility depends on the completeness, accuracy and timeliness of the information you provide, you are solely responsible for reviewing and updating information within MasteryPOINT Guidance Plus. By accepting this agreement, you understand that you must provide complete and accurate information when requested by MasteryPOINT Guidance Plus in order to get the maximum usefulness from it. Please note that, while MasteryPOINT Guidance Plus accounts for all assets that you choose to input in determining its asset allocation or investment recommendations, MasteryPOINT Guidance Plus 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, MasteryPOINT Guidance Plus 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 MasteryPOINT Guidance Plus allocations to best meet your overall retirement or other financial goals.

## **OTHER RISKS AND LIMITATIONS**

MasteryPOINT Guidance Plus is a sophisticated retirement planning tool designed to provide you with valuable help in reaching your retirement goals. However, MasteryPOINT Guidance Plus' 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. Instead, it is a calculation of thousands of possible future economic scenarios to estimate

how your investments might perform under a variety of circumstances, including changing interest rates, inflation and market conditions.

While MasteryPOINT Guidance Plus 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 MasteryPOINT Guidance Plus 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 MasteryPOINT Guidance Plus are created by Schlindwein 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**

MASTERYPOINT GUIDANCE PLUS AND ANY RELATED PRODUCTS OR SERVICES ARE PROVIDED “AS IS.” WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING MASTERYPOINT GUIDANCE PLUS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO 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.

## **RELATIONSHIP WITH INFORMATION PROVIDERS**

You agree that the investment research, data, analyses and opinions (collectively, “Information”) provided to you through MasteryPOINT Guidance Plus: (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 MasteryPOINT Guidance Plus 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 MasteryPOINT Guidance Plus advice, 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 MasteryPOINT Guidance Plus advice. 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 MasteryPOINT Guidance Plus upon three (3) business days' written notice to you. In addition, we may immediately terminate your right to access or use MasteryPOINT Guidance Plus 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 MasteryPOINT Guidance Plus will cease upon termination.

## **ARBITRATION**

You agree that any controversy or claim arising between you, Portico Benefit Services and/or us relating to this Agreement, the breach thereof or your use of MasteryPOINT Guidance Plus 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. The 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. Arbitration is final and binding. By agreeing to arbitration, you give up the right to resolve disputes in court, including the right to a jury trial, unless a waiver would violate applicable law.

## **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 Albany County, 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**

Neither party may assign this Agreement without the prior written consent of the other party.

## **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 any of the following methods:

- (1) U.S. Mail or overnight courier:  
MasteryPOINT Guidance Plus  
15 Corporate Circle  
Albany, NY 12203
- (2) e-mail at the following e-mail address:  
GuidancePlus@masterypoint.com
- (3) through facsimile transmission:  
Fax Number: (518) 862-3399

## **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.

## **OUR PRIVACY POLICY**

MasteryPOINT Guidance Plus service (“MasteryPOINT Guidance Plus”) is designed to give participants of defined contribution retirement plans guidance or advice to help them achieve their retirement goals. In undertaking this important task, MasteryPOINT and Schlindwein (“we” or “us”) are committed to protecting your privacy. We want you to be able to take advantage of all that MasteryPOINT Guidance Plus has to offer with complete confidence.

## **WHAT INFORMATION DO WE COLLECT AND HOW DO WE USE IT?**

In order to create the most appropriate investment advice for you, we need information about your current financial situation, future investing plans, and your goals for retirement. If you

choose, you may include similar information regarding your partner. This information helps us in providing advice and guidance that are tailored towards helping you achieve your retirement goals. Examples of the specific information we gather on you (either directly from you or indirectly from your retirement plan service provider) and, if applicable, your partner may include:

- Name, Date of Birth
- E-mail Address, Current Salary, Retirement Plan Account Balance
- Your Contribution Rate, Employer Match
- Assets Held Outside your Defined Contribution Plan (e.g., Tax-Deferred Accounts, Taxable Investments and Other Pension Plans) — in aggregate or the specific investment(s) and their corresponding value.

## **WHO PROVIDES US WITH YOUR NONPUBLIC PERSONAL INFORMATION?**

The nonpublic information we receive about you primarily comes from your input into MasteryPOINT Guidance Plus. Demographic information about you and specific information about your participation in your Plan may be obtained from your Plan Sponsor or Plan Service Provider/Recordkeeper. We also maintain the asset allocation or investment recommendations you received from us.

## **DO WE DISCLOSE YOUR PERSONAL INFORMATION?**

YES, we will disclose all of the items listed above under “What information do we collect and how do we use it” to your service provider, Portico Benefit Services, or if we are required to do so by law.

## **HOW IS YOUR PERSONAL INFORMATION PROTECTED?**

We recognize that your personal information is very sensitive, and protecting the privacy of this information is a top priority for us. Because of this, we use Secure Sockets Layer (SSL) protocol to protect any sensitive information you provide to MasteryPOINT Guidance Plus. Within MasteryPOINT, our database administrator is the primary person authorized to access MasteryPOINT Guidance Plus’s database. This access generally occurs when maintenance of the database is required.

To further guarantee the protection of this sensitive information, we have developed procedures designed to protect the confidentiality, security, and integrity of your private information.

## **HOW TO CONTROL OR CHANGE YOUR INFORMATION**

You may change or edit any information you’ve provided to MasteryPOINT Guidance Plus at any time. Keep in mind that, if you change your personal information, the guidance or advice that was previously provided may no longer be appropriate.

## **CHANGES TO THE PRIVACY POLICY**

Changes to this policy may occur from time to time. If they do, we will provide a notice to the e-mail address you have supplied to us or alert you of this change when you next use MasteryPOINT Guidance Plus.

If you have further questions about MasteryPOINT Guidance Plus's privacy practices, please contact us at [Guidance Plus@masterypoint.com](mailto:Guidance Plus@masterypoint.com).

SCHLINDWEIN ASSOCIATES, LLC

By: Timothy A. Schlindwein

Title: President

### **Disclosure about Our Business**

Schlindwein Associates, LLC is an investment advisor registered with the Securities and Exchange Commission (the "SEC"). The SEC requires investment advisors to provide each client and prospective client with a written statement containing information about the advisor'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 [[Guidance Plus@masterypoint.com](mailto:Guidance Plus@masterypoint.com)].

In addition to the above, on an annual basis, we will provide, without charge, a current copy of Part II of our Form ADV. If the ADV has been amended since you last accessed MasteryPOINT Guidance Plus, you will be required to review it and click the "I ACCEPT" button again before being permitted entry to MasteryPOINT Guidance Plus.

By clicking the "I ACCEPT" icon below, you are indicating you have read this Agreement and Part II of our Form ADV in their entirety and that you agree to be bound by the terms of this Agreement.

If you do not accept the Agreement, click the "I DECLINE" icon below. You will NOT be permitted access to MasteryPOINT Guidance Plus.