



**Participant Enrollment
Governmental 457(b) Plan**

County of Tulare Deferred Compensation Plan

88038-01

Participant Information

Last Name First Name MI
(The name provided MUST match the name on file with Service Provider.)

Mailing Address

City State Zip Code
() ()
Home Phone Work Phone

☐ Check box if you prefer to receive quarterly account statements in Spanish.

Do you have a retirement savings account with a previous employer or an IRA? ☐ Yes ☐ No

Would you like help consolidating your other retirement accounts into your account with Empower?* ☐ Yes, I would like a representative to call me at phone # _____ to review my options and assist me with the process. The best time to call is _____ to _____ A.M./P.M. (circle one - available 6 a.m. to 8 p.m. Mountain time). *Rollovers are subject to your Plan's provisions.

Payroll Information

- ☐ I elect to contribute \$ _____ or _____% (do not complete both) (up to \$23,000.00 or 1% - 100%) per pay period of my compensation as Before Tax contributions to the Governmental 457(b) Plan until such time as I revoke or amend my election.
- ☐ I elect to contribute \$ _____ or _____% (do not complete both) (up to \$23,000.00 or 1% - 100%) per pay period of my compensation as Roth contributions to the Governmental 457(b) Plan until such time as I revoke or amend my election.

Payroll Effective Date: _____
Mo Day Year

Division Name

Division Number

Managed Accounts Information

The Managed Accounts provided by flexPATH Strategies, LLC D/B/A fiduciaryPATH will automatically direct your investment elections and will rebalance your account periodically, as necessary. This election will be effective as soon as administratively feasible following receipt of your completed enrollment form and signed Advisory Services Agreement. By electing Managed Accounts, you agree to the fees associated with this service and understand the fees will be deducted from your account in accordance with the attached Advisory Services Agreement. If you prefer to make your own investment decisions and not participate in this service, simply select the Select My Own Investment Options box and enter your investment instructions in the Investment Option Information section.

Managed Accounts:

- ☐ By checking this box, I elect to have my account professionally managed by flexPATH Strategies, LLC D/B/A fiduciaryPATH until such time as I cancel my enrollment in the service.

-OR-

Last Name

First Name

M.I.

Social Security Number

Number

Select My Own Investment Options:
☐ I elect to direct my own investments.

I understand and agree that my employer and other Plan fiduciaries will not be liable for the results of my personal investment decisions.

Make your investment election for future deposits in the Investment Option Information section.

Do not complete this section if you are electing to enroll in the Managed Accounts.

Investment Option Information (applies to all contributions) - Please refer to your communication materials for information regarding each investment option.

I understand that funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I will refer to the fund's prospectus and/or disclosure documents for more information.

INVESTMENT OPTION			INVESTMENT OPTION		
NAME	TICKER CODE	%	NAME	TICKER CODE	%
American Funds 2015 Trgt Date Retire R6.....	RFJTX	RFJTX	T. Rowe Price Diversified Mid Cap Growth.....	PRDMX	PRDMX
American Funds 2025 Trgt Date Retire R6.....	RFDTX	RFDTX	Vanguard Mid Cap Index Admiral.....	VIMAX	VIMAX
American Funds 2035 Trgt Date Retire R6.....	RFFTX	RFFTX	American Funds American Mutual R6.....	RMFGX	RMFGX
American Funds 2045 Trgt Date Retire R6.....	RFHTX	RFHTX	JPMorgan US Equity R6.....	JUEMX	JUEMX
American Funds 2055 Trgt Date Retire R6.....	RFKTX	RFKTX	Large Cap Growth Fund III Fee Class I1.....	N/A	LHIII1
American Funds EuroPacific Gr R6.....	REGRX	REGRX	Vanguard 500 Index Admiral.....	VFIAX	VFIAX
American Funds New Perspective R6.....	RNPGX	RNPGX	Vanguard FTSE Social Index Admiral.....	VFTAX	VFTAX
Vanguard Emerging Mkts Stock Idx Adm.....	VEMAX	VEMAX	Vanguard Growth Index - Admiral.....	VIGAX	VIGAX
Vanguard Developed Markets Index Adm.....	VTMGX	VTMGX	Janus Henderson Balanced I.....	JBALX	JBALX
Small Cap Value Fund II CL I1.....	N/A	SMVCII	PIMCO Total Return Instl.....	PTTRX	PTTRX
T Rowe Integr US Small-Cap Grwt Eqty Inv....	PRDSX	PRDSX	Vanguard Short Term Bond Index Admiral....	VBIRX	VBIRX
Vanguard Small Cap Index Adm.....	VSMAX	VSMAX	Empower Guaranteed Portfolio Fund.....	PORT	PORT
Mid Cap Value I1.....	N/A	MCVFII	Empower Guaranteed Government Fund.....	GGF	GGF
			MUST INDICATE WHOLE PERCENTAGES		
					= 100%

Participation Agreement

Withdrawal Restrictions - I understand that the Internal Revenue Code (the "Code") and/or my employer's Plan Document may impose restrictions on transfers and/or distributions. I understand that I must contact the Plan Administrator to determine when and/or under what circumstances I am eligible to receive distributions or make transfers.

Investment Options - If I elect to direct my own investments, I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have investment options established under the Plan as specified in the Investment Option Information section. I understand and agree that this account is subject to the terms of the Plan Document. I understand and acknowledge that all payments and account values, when based on the experience of the investment options, may not be guaranteed and may fluctuate, and, upon redemption, shares may be worth more or less than their original cost. I acknowledge that investment option information, including prospectuses, disclosure documents and Fund Profile sheets, have been made available to me and I understand the risks of investing.

I understand if I elect to have my account managed by flexPATH Strategies, LLC D/B/A fiduciaryPATH, that my entire account, including any transfers or rollovers, will be professionally managed and I have not completed the Investment Option Information section. In the event investment option information is completed, my election to have my account professionally managed will override my investment option elections. Dollar cost averaging and asset allocation are not available if my account is professionally managed. I understand that the applicable fees will be deducted from my account. In order to enroll in the Managed Accounts, I understand that I must provide my date of birth, gender, marital status, state of residence and annual income. If any of this information is not provided, I understand that I will not be enrolled in the Managed Accounts.

Compliance With Plan Document and/or the Code - I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of the Plan Document and/or the Code. I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual contributions to ensure that I do not exceed the amount permitted. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or costs that may be incurred.

Incomplete Forms - I understand that in the event my Participant Enrollment form is incomplete or is not received by Service Provider at the address below prior to the receipt of any deposits, I specifically consent to Service Provider retaining all monies received and allocating them to the default investment option selected by the Plan. If no default investment option is selected, funds will be returned to the payor as required by law. Once an account has been established on my behalf, I understand that I must call the Voice Response System or access the Web site in order to transfer monies from the default investment option. Also, I understand all contributions received after an account is established on my behalf will be applied to the investment options I have most recently selected.

Account Corrections - I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 days, account information shall be deemed accurate and acceptable to me. If I notify Service Provider of an error after this 90 days, the correction will only be processed from the date of notification forward and not on a retroactive basis.

Managed Accounts Fee - If you elect the Managed Accounts, a quarterly fee will be assessed. If you wish to cancel your enrollment in the future please call your Plan's Voice Response System number.

Signature(s) and Consent

Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment form including the terms of the Managed Accounts Agreement.

Participant Signature

Date

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Authorized Plan Administrator Approval

Authorized Plan Administrator Signature

Date

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Print Full Name

After all signatures have been obtained, this form can be:

Uploaded electronically to:

OR

Sent regular mail to:

OR

Sent express mail to:

Login to account at
empowermyretirement.com
Click on *Upload Documents* to submit

Empower
PO Box 173764
Denver, CO 80217-3764

Empower
8515 E. Orchard Road
Greenwood Village, CO 80111

We will not accept hand delivered forms at express mail addresses.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

fiduciaryPATH ADVISORY SERVICES

Terms of Use

Please read the following terms and conditions carefully before using or enrolling in any of the services described below. Your use of any service will signify your consent to be bound by the terms and conditions set forth in this Agreement.

ABOUT US

flexPATH Strategies, LLC D/B/A fiduciaryPATH ("flexPATH") is a registered investment adviser. flexPATH offers its services to retirement account recordkeepers for use by plan participants. Through these arrangements, flexPATH provides guidance, advisory, and management solutions to plan participants.

FEES FOR THE SERVICE

Please see the Fee Supplement below for the specific fees for your service.

Important for retirement plan participants

Your plan sponsor or recordkeeper may have negotiated lower fees or different billing periods. Please review flexPATH's Form ADV Brochure and contact your plan sponsor or plan administrator to confirm your fees for fiduciaryPATH Managed Accounts ("Managed Accounts") and the applicable billing cycle.

Retirement plan participants may also receive the Managed Accounts service for a trial period following your enrollment, after which the appropriate fee listed above will be assessed to your account. The type and duration of the trial period depends on your particular enrollment channel and the plan setup determined by your plan sponsor. Please contact your plan sponsor to determine if a trial period applies to your plan. You may contact your plan's toll-free customer service number for the date of your Managed Accounts enrollment.

Your acceptance of the terms and conditions of this Agreement constitutes your authorization for flexPATH to deduct the billing period fee. The fees are subject to change. flexPATH reserves the right to offer discounted fees or other promotional pricing.

DESCRIPTION OF SERVICES

flexPATH offers Online Advice and Managed Accounts to retirement plan participants. Retirement plan participants may receive all or some of the services listed below as determined by the plan sponsor. If you are enrolled in multiple accounts with your employer, you must select the level of Advisory Service for each account. Please contact your plan's toll-free customer service number for further details as to whether this applies to your account(s).

Online Advice: Online Advice is geared toward users who wish to manage their own retirement plans while taking advantage of online guidance and investment advice. You are provided online guidance and investment advice for a personalized recommended investment portfolio. The recommended investment portfolio is based on information drawn from your account profile and from the investment options available to you. You may then implement the recommended investment portfolio and manage your retirement account online. flexPATH does not provide advice for, or recommend allocations of, individual stocks (including employer stock), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, or any other investment options that do not satisfy the methodology requirements of the Independent Financial Expert ("IFE"), even if they are available for investment in the plan.

Managed Accounts: The Managed Accounts service is geared toward users who wish to have investment professionals select among the available investment options and manage their retirement accounts for them. You will receive a personalized investment portfolio that reflects your investment options and your retirement timeframe, life stages and overall financial picture, including assets held outside your account (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your account. Generally, flexPATH will not provide advice for, recommend allocations of, or manage your outside accounts. Under the Managed Accounts service, flexPATH has discretionary authority over allocating your assets among the core investment options without your prior approval of each transaction. If available in your account, flexPATH will not provide advice for, or recommend allocations of, self-directed brokerage accounts, employer-directed monies, or any other investment options that do not

satisfy the methodology requirements of the IFE, even if they are available for investment in the plan. Your balances in any of these investment options or vehicles may be liquidated, subject to your plan's and/or investment provider's restrictions.

Managed Accounts assets in the core investment options may be monitored, rebalanced and reallocated periodically (approximately quarterly) by flexPATH, to respond to market performance and to ensure optimal account performance over time. You will receive an account update statement annually and can update your personal information at any time by calling the plan's toll-free customer service number or visiting the plan's web site.

To determine which services are available to you, please refer to the communication materials provided by flexPATH or ask your plan sponsor.

INFORMATION FOR PARTICIPATION IN THE SERVICE

Information Gathered to Provide the Service. You must provide all data that is necessary for flexPATH to perform its duties under this Agreement, including but not limited to: your date of birth, income, gender, and state of residence, which flexPATH may rely upon in providing the services to you. For each service described above, if the data supplied by you or your plan sponsor, if applicable, does not meet the methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the service may not be completed or may be terminated.

If you participate in the Managed Accounts service, you will receive a Welcome Kit shortly after enrollment. You will also receive an Annual Kit each year, providing you with a detailed analysis of your account. Your Annual Kit will also confirm your personal data which is used to provide you with personalized account management. You are responsible for reviewing the Welcome and Annual Kits carefully and calling the plan's toll free number immediately to update or correct any incorrect personal information. flexPATH will not be responsible for misallocation of assets or missed earnings due to incorrect personal information. You may provide updated information, at any time, regarding your retirement age, desired retirement income replacement, social security start date, other income and expenses, spousal and dependent information online or by calling the plan's toll free number to speak to an investment advisor representative. The savings rate provided by your retirement plan recordkeeper may not include profit sharing, pensions or employer matches to your retirement plan(s). Please call the plan's toll free number to verify these amounts.

It is important that you update your personal data with flexPATH on a regular basis in order to ensure that your account management is suited to your needs and goals.

Additional Information for Users of the Service

Methodology. The Advisory Services methodology is powered by Advised Assets Group, LLC, a registered investment adviser and wholly owned subsidiary of Great-West Life and Annuity Insurance Company ("GWLA") and using Morningstar Investment Management as the Independent Financial Expert. Based on Monte Carlo simulations of the user's resources, liabilities, and human capital, an appropriate asset level portfolio is selected and a savings rate and retirement age are determined that best suits each user's situation.

IMPORTANT: The projections or other information generated by the advisory service tool regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. Results may vary with each use and over time.

Additional Fees May Apply. Advisory Services fees do not include the fees and expenses charged by the investment options, including redemption fees. Redemption fees vary in amount and application by each applicable core investment option. It is possible that transactions in the Managed Accounts service may result in the imposition of a redemption fee on one or more investment options available in a plan. Additionally, any action undertaken by an individual who implements recommendations from Online Advice may result in redemptions or other transaction fees. Any fees are deducted from the individual's account balance. All securities transactions which occur as a result of the services provided by flexPATH are executed by GWFS Equities, Inc. ("GWFS") for which GWFS may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments available under the plan.

A participant will pay advisory fees for the Managed Accounts service and to Great-West Capital Management, LLC ("GWCM") if Great-West Funds are included in the retirement plan investment options. The fees paid to GWCM for management of the Great-West Funds are included in the fund share price.

Assets Managed. If you elect the Managed Accounts service, your eligible account balance will be allocated to the Managed Accounts service. You may not invest in other core investment options while also participating in the Managed Accounts service. Once enrolled in the Managed Accounts service, you will no longer be able to make investment allocation changes to your account online, via paper, or through your existing toll-free customer service number. This includes functionality for fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Once enrolled, you retain full inquiry access to your account. You may also change contributions, take distributions and provide other updates to your personal information. Full access will be restored to your account as soon as administratively feasible after you cancel participation in the Managed Accounts service.

Cancellation. You may cancel participation in the Managed Accounts service at any time online or by your plan's toll-free customer service number. Once you have opted-out of the Managed Accounts service, you are responsible for managing your own account. In addition, your allocations and account balance (if applicable) will have already been established according to the Managed Accounts allocations. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations from the Managed Accounts allocations.

Important note for accounts with a guaranteed lifetime withdrawal benefit. If you are within ten years of your targeted retirement date and enroll in the Online Advice or Managed Accounts services, flexPATH may recommend or allocate a percentage of your account (which may be up to 70% of total known retirement assets, as deemed appropriate by the Advisory Services methodology) to what is commonly known as a guaranteed lifetime withdrawal benefit ("GLWB"). Allocations to the GLWB will result in a fee in addition to the fees noted within the fee table above. This fee is not charged by flexPATH but it may be charged by an affiliate of GWLA. If you have previously purchased a GLWB product, your allocation may be reduced (including to zero) or increased following your enrollment into the Managed Accounts service. Please read the Summary Disclosure Statement carefully. You may cancel your enrollment in the service at any time.

DISCLAIMERS

flexPATH uses reasonable care, consistent with industry practice, in providing services to you. flexPATH, your plan sponsor and/or the recordkeeper, as applicable, do not guarantee the future performance of your account or that the investments we recommend will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. The investments we may recommend or purchase for your account, if applicable, are subject to various risks, including, without limitation; business, market, currency, economic, and political risks.

flexPATH does not provide advice for, recommend allocations of, or manage self-directed brokerage accounts, or employer-directed monies, even if they are available for investment in your plan. We do not select the investment options available for investment in your plan. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your plan.

flexPATH, the plan sponsor and/or the recordkeeper, as applicable, will not be liable to you for any loss caused by (1) our prudent, good faith decisions or actions, (2) following your instructions, or (3) any person other than flexPATH or its affiliates who provides services for your account. Neither flexPATH nor your plan sponsor will be liable to you for any losses resulting from your disclosure of your personal information or your PIN number to third parties even if the purpose of your disclosure is to enable such person to enroll you in, or cancel your enrollment in, Advisory Services. flexPATH is not responsible for voting proxies for the securities in your account. We do not guarantee that the services or any content will be delivered to you uninterrupted, timely, secure, or error-free.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, flexPATH DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE SERVICE CONTENT, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY,

TIMELINESS, ACCURACY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, flexPATH DOES NOT WARRANT THAT THE SERVICE OR CONTENT CONTAINED IN IT WILL BE UNINTERRUPTED, ERROR FREE, FULLY AVAILABLE AT ALL TIMES OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICE IS FREE OF ERRORS OR OTHER HARMFUL CONTENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND THAT IN NO EVENT WILL THE PLAN SPONSOR, IF APPLICABLE, flexPATH OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS OR ANY DATA PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless AAG, flexPATH and officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, your employer, the plan administrator and/or recordkeeper, plan sponsor, plan trustees, plan fiduciaries, their agents, employees, and contractors, as applicable, from and against any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys fees) arising from your failure to comply with this Agreement, the information you provide us, your infringement of any intellectual property or other right of a third party, or from your violation of applicable law.

GENERAL PROVISIONS

flexPATH acknowledges that, as a registered investment adviser, it owes a fiduciary duty to participants with respect to investment advice it provides. flexPATH may not assign this Agreement (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act")) without your consent. You may not assign this Agreement. Unless otherwise agreed to in your plan's agreement with flexPATH, if applicable, this Agreement is entered into in Orange County California and governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. You agree that proper forum for any claims under this Agreement shall be in the state or federal courts of the State of California for Orange County. If you are a participant in a retirement plan, please contact your plan sponsor to determine proper venue for actions brought under this agreement. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This agreement constitutes the entire Agreement between you and flexPATH with respect to the subject matter herein. You agree that any amounts owed to you arising under this contract shall incur interest no less than the current Federal Funds rate plus 3% per annum. If for any reason a provision or portion of this Agreement is found to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No failure or delay on the part of flexPATH in exercising any right or remedy with respect to a breach of this Agreement by you shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by you, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by flexPATH. All terms and provisions of this Agreement will survive termination of the Agreement. This Agreement will automatically terminate upon termination of your plan's agreement with flexPATH, or upon termination of your plan's service agreement with its recordkeeper, if applicable. Nothing in this Agreement shall be construed to waive compliance with the Advisers Act, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if applicable, or any applicable rule or order of the Department of Labor under ERISA. flexPATH shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond its reasonable control, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure; lightning; suppliers failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or acts of terrorism. flexPATH reserves the right to modify this Agreement at any time. You agree to review this Agreement periodically so that you are aware of any such

modifications. Your continued participation in Advisory Services shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of flexPATH's successor and assigns.

Registered representatives of GWFS may provide wholesaling, direct sales, enrollment and/or communication services to retirement plans and their participants or account holders for which AAG or flexPATH may also provide its services. For this service, GWFS may receive fees either from the plan or from the investment provider (fund families). Participants/account holders in the Online Advice or the Managed Accounts services may have allocations in the investment options that result in GWFS receiving compensation from the investment options. Allocations in the investment options are solely determined and based on Morningstar Investment Management's software and not determinations made by AAG or flexPATH. The compensation paid by AAG to Morningstar Investment Management for Morningstar Investment Management's proprietary software advice program does not vary based on the allocations made or recommended by Morningstar Investment Management. Because Morningstar Investment Management is unaffiliated with AAG, flexPATH and GWFS, AAG nor flexPATH do not believe there is a conflict of interest. All securities transactions which occur as a result of the services provided by flexPATH as described in flexPATH's Form ADV Part 2A are executed by GWFS for which GWFS may receive compensation in the form of 12b-1 fees or other compensation from mutual fund companies or from the other investments that may be available as investment options. However, in all instances, AAG's affiliation with GWFS is disclosed.

Your investment line up and Managed Accounts allocations may include mutual funds issued by Great-West Funds and Putnam Investments or insurance products issued by Great-West, its parent company, or Great-West Life & Annuity Insurance Company of New York ("GW-NY"). Great-West Funds, Putnam Investments, their respective fund managers and GW-NY are affiliates of AAG. Morningstar Investment Management or its affiliates may provide asset allocation services for AAG affiliates for which fees may be paid. For the Great-West Funds offered within the Managed Accounts service, Morningstar Investment Management has agreed to waive these fees. For more information, please see the applicable fund prospectus.

INTELLECTUAL PROPERTY

All content provided as part of Advisory Services, including without limitation names, logos, methodologies, and news or information provided by third parties, is protected by copyrights, trademarks, service marks, patents, or other intellectual property and proprietary rights and laws ("Intellectual Property") and may constitute trade secrets, as defined by applicable law. All such Intellectual Property is the property of their respective owners and no rights or licenses are granted to you as a result of your participation in Advisory Services.

ACCEPTANCE OF TERMS AND CONDITIONS OF ADVISORY SERVICES AGREEMENT

If you agree to the terms and conditions set forth herein, you will be enrolled in the service you requested that is offered under Advisory Services. Your acceptance of the terms and conditions shall signify your consent to be bound by the applicable provisions of this Agreement, as they relate to the Online Advice or the Managed Accounts services. Please note that upon enrollment in the Managed Accounts service, any currently initiated transfers or transactions will be cancelled, unless the market has already closed for the day.

If you do not agree to the terms and conditions set forth herein, you will not be enrolled in the service you requested that is offered under Advisory Services.

SUPPLEMENT A
FEES FOR THE SERVICE

Fees for each service are shown below. The chart below reflects the applicable billing period and annual fee amount.

Online Advice	Quarterly Fee	Annual Fee
	\$0.00	\$0.00
Managed Accounts		
Participant Account Balance	Quarterly Fee	Annual Fee
≤ \$100,000.00	0.09%	0.36%
Next \$150,000.00	0.07%	0.28%
Next \$150,000.00	0.05%	0.20%
≥ \$400,000.01	0.03%	0.12%

For example, if your account balance subject to Managed Accounts is \$50,000.00, the maximum annual fee is 0.36% of the account balance. If your account balance subject to Managed Accounts is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 0.36% (quarterly 0.09%), the next \$150,000.00 will be subject to a maximum annual fee of 0.28% (quarterly 0.07%), the next \$150,000.00 will be subject to a maximum annual fee of 0.20% (quarterly 0.05%), and any amounts over \$400,000.00 will be subject to a maximum annual fee of 0.12% (quarterly 0.03%). For example, the maximum quarterly fee for an account balance less than \$100,000.00 (subject to maximum annual fee of 0.36%) would be 0.09% quarterly, as demonstrated above.

If you cancel participation in the service, the fee will be based on your participation in the Managed Accounts through the date of cancellation for asset-based fees. For dollar-based fees, the full billing period rate will be assessed notwithstanding the date of cancellation. If your Plan terminates its agreement with its recordkeeper, the fee will be debited based on your participation in the Managed Accounts through the date of such termination.

You can access our Privacy Policy via the link below:

<https://docs.empower.com/EE/ManagedAccounts/flexpath/DOCS/Privacy-Policy.pdf>

You can access our ADV Disclosure Brochure via the link below:

<https://docs.empower.com/EE/ManagedAccounts/flexpath/DOCS/ADV.pdf>



Beneficiary Designation Governmental 457(b) Plan

County of Tulare Deferred Compensation Plan

88038-01

For My Information

- For questions regarding this form, visit the website at empowermyretirement.com or contact Service Provider at 1-800-701-8255.
- Use black or blue ink when completing this form.

A Participant Information

Account extension, if applicable, identifies funds transferred to a beneficiary due to participant's death, alternate payee due to divorce or a participant with multiple accounts.

Account Extension

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Social Security Number (Must provide all 9 digits)

Last Name

First Name

M.I.

Date of Birth

(The name provided MUST match the name on file with Service Provider.)

☐ Married

☐ Unmarried

B Beneficiary Designation (Attach an additional sheet to name additional beneficiaries.)

Primary Beneficiary Designation (Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)

- If I am married, my Plan requires my spouse to be named as primary beneficiary for 100% of my account balance, or my spouse must consent to my beneficiary designation.
- See the attached examples on how to complete the below beneficiary designations if the beneficiary is a non-individual, such as a trust, charity or estate.

%

/ /

% of Account Balance

Primary Beneficiary Name
(Name of Individual, Trust, Charity, etc.)

Social Security or Taxpayer
Identification Number

Date of Birth
or Trust Date

()

Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)

Phone Number (Optional)

☐ Spouse ☐ Child ☐ Parent ☐ Grandchild ☐ Sibling ☐ My Estate ☐ A Trust ☐ Other
☐ Domestic Partner

%

/ /

% of Account Balance

Primary Beneficiary Name
(Name of Individual, Trust, Charity, etc.)

Social Security or Taxpayer
Identification Number

Date of Birth
or Trust Date

()

Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)

Phone Number (Optional)

☐ Spouse ☐ Child ☐ Parent ☐ Grandchild ☐ Sibling ☐ My Estate ☐ A Trust ☐ Other
☐ Domestic Partner

%

/ /

% of Account Balance

Primary Beneficiary Name
(Name of Individual, Trust, Charity, etc.)

Social Security or Taxpayer
Identification Number

Date of Birth
or Trust Date

()

Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)

Phone Number (Optional)

☐ Spouse ☐ Child ☐ Parent ☐ Grandchild ☐ Sibling ☐ My Estate ☐ A Trust ☐ Other
☐ Domestic Partner

Contingent Beneficiary Designation (Contingent beneficiary designations must total 100% - percentage can be made out to two decimal places.)

%

/ /

% of Account Balance

Contingent Beneficiary Name
(Name of Individual, Trust, Charity, etc.)

Social Security or Taxpayer
Identification Number

Date of Birth
or Trust Date

()

Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)

Phone Number (Optional)

☐ Spouse ☐ Child ☐ Parent ☐ Grandchild ☐ Sibling ☐ My Estate ☐ A Trust ☐ Other
☐ Domestic Partner

%

/ /

% of Account Balance

Contingent Beneficiary Name
(Name of Individual, Trust, Charity, etc.)

Social Security or Taxpayer
Identification Number

Date of Birth
or Trust Date

()

Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)

Phone Number (Optional)

☐ Spouse ☐ Child ☐ Parent ☐ Grandchild ☐ Sibling ☐ My Estate ☐ A Trust ☐ Other
☐ Domestic Partner

B	Beneficiary Designation <i>(Attach an additional sheet to name additional beneficiaries.)</i>																
	Contingent Beneficiary Designation <i>(Contingent beneficiary designations must total 100% - percentage can be made out to two decimal places.)</i>																
	<table border="0" style="width: 100%;"> <tr> <td style="width: 20%; text-align: center;">%</td> <td style="width: 40%;"></td> <td style="width: 20%; text-align: center;">/</td> <td style="width: 20%; text-align: center;">/</td> </tr> <tr> <td>% of Account Balance ()</td> <td>Contingent Beneficiary Name <i>(Name of Individual, Trust, Charity, etc.)</i></td> <td>Social Security or Taxpayer Identification Number</td> <td>Date of Birth or Trust Date</td> </tr> <tr> <td>Phone Number <i>(Optional)</i></td> <td colspan="3">Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i></td> </tr> <tr> <td></td> <td colspan="3"> <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner </td> </tr> </table>	%		/	/	% of Account Balance ()	Contingent Beneficiary Name <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number	Date of Birth or Trust Date	Phone Number <i>(Optional)</i>	Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>				<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner		
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C	Signatures and Consent <i>(Signatures must be on the lines provided.)</i>																
	Participant Consent for Beneficiary Designation <i>(Please sign on the 'Participant Signature' line below.)</i>																
	<p>I have completed, understand and agree to all pages of this Beneficiary Designation form. Subject to the terms of the Plan, I am making the above beneficiary designations for my vested account in the event of my death. I acknowledge and agree that it is my responsibility to monitor the beneficiary designations in my account and to update the beneficiary designations as I deem necessary upon a change in marital status, death of a beneficiary or any other change that may impact my beneficiary designations.</p> <p>If I have more than one primary beneficiary, the account will be divided as specified. If a primary beneficiary predeceases me, his or her benefit will be allocated to the surviving primary beneficiaries. Contingent beneficiaries will receive a benefit only if there is no surviving primary beneficiary, as specified. If a contingent beneficiary predeceases me, his or her benefit will be allocated to the surviving contingent beneficiaries. If I fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan or applicable law. This designation is effective upon execution and delivery to Service Provider. If any information is missing, additional information may be required prior to recording my designation.</p> <p>This designation supersedes all prior designations. Beneficiaries will share equally if percentages are not provided and any amounts unpaid upon death will be divided equally. Primary and contingent beneficiaries must separately total 100%. The percentages can be divided up to two decimal points (Example: 33.33%).</p> <p>Important Notice: If I am married and I elect a primary beneficiary other than my spouse or in addition to my spouse, my spouse must consent by signing the Spousal Consent for Beneficiary Designation section of this form.</p> <p>Any person who presents a false or fraudulent claim is subject to criminal and civil penalties.</p> <p>Participant Signature _____ Date (Required) _____</p> <p><i>A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.</i></p>																

Last Name _____

First Name _____

M.I. _____

Social Security Number _____

Number _____

C Signatures and Consent *(Signatures must be on the lines provided.)***Spousal Consent for Beneficiary Designation** *(If applicable, please have the Spouse sign on the 'Spouse's Signature' line below.)*

Spouse to complete: I, *(name of spouse)* _____, the current spouse of the participant, hereby voluntarily consent to the participant's primary beneficiary designation above and understand its effect. I understand that my spouse's beneficiary designation means that I will not receive 100% of his or her vested account balance under the Plan and that my spouse's election is not valid unless I consent to it. I understand that my consent is irrevocable unless my spouse changes the beneficiary designation, or designates me to receive 100% of his or her vested account balance.

Spouse's Signature _____ **Date (Required)** _____

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

*The spouse's signature must be notarized by a Notary Public. The date of the spouse's signature on this form on the Spouse's signature line above must match the date of the Notary Public signature on the separate jurat or notarial certificate or in this section below. **Consent must be obtained no more than 180 days prior to the effective date of the original request in order to be effective. If your notary completes a separate jurat or notarial certificate, your spouse must still sign on the above spouse's signature line and enter the date on this form.***

ATTENTION Notary Public: Make sure that you have reviewed the notary requirements for your state. If your state requires a separate jurat or notarial certificate, please complete and attach to this request.

We require that the following information must be included on the separate jurat or notarial certificate: (1) name of document being notarized; (2) the plan name; (3) the plan number; and (4) participant's and spouse's names. Separate jurat or notarial certificates submitted that do not include this information will be rejected and will delay the withdrawal request. If your state does require a separate jurat or notarial certificate and you complete the section below, this statement of notary will be rejected and will delay the withdrawal request.

If your state does not require a separate jurat or notarial certificate, you may complete the notary section below.

Statement of Notary**NOTE: Notary seal must be visible.**The consent to this request was subscribed and sworn *(or affirmed)*

State of _____) to before me on this _____ day of _____, year _____, by _____

SEAL)ss. *(name of spouse)* _____

County/Parish/Borough _____

of _____)

proved to me on the basis of satisfactory evidence to be the person who appeared before me, who affirmed that such consent represents his/her free and voluntary act.

Notary Public's signature _____ My commission expires ____ / ____ / ____

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Notary Public's full name _____ Telephone number _____

Authorized Plan Administrator Signature *(Please sign on the 'Authorized Plan Administrator Signature' line below.)*

I accept the information provided by the participant on this form.

Authorized Plan Administrator Signature _____ **Date (Required)** _____

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Print Full Name _____

D Delivery Instructions

After all signatures have been obtained, this form can be

Uploaded Electronically:**OR****Sent Regular Mail to:****OR****Sent Express Mail to:**

Login to account at

Empower

Empower

empowermyretirement.com

PO Box 173764

8515 E. Orchard Road

Click on Upload Documents to submit

Denver, CO 80217-3764

Greenwood Village, CO 80111

We will not accept hand delivered forms at Express Mail addresses.

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This page is for informational purposes only - Do not return with the Beneficiary Designation form
EXAMPLE BENEFICIARY DESIGNATIONS

Example 1: Multiple Individuals as Beneficiaries

B Beneficiary Designation <i>(Attach an additional sheet to name additional beneficiaries.)</i>			
Primary Beneficiary Designation <i>(Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)</i>			
<ul style="list-style-type: none"> If I am married, my Plan requires my spouse to be named as primary beneficiary for 100% of my account balance, or my spouse must consent to my beneficiary designation. See the attached examples on how to complete the below beneficiary designations if the beneficiary is a non-individual, such as a trust, charity or estate. 			
33.33 %	John M. Doe	XXX-XX-XXXX	01/06/1954
% of Account Balance	Primary Beneficiary <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number	Date of Birth or Trust Date
(XXX) XXX-XXXX		Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>	
Phone Number <i>(Optional)</i>		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input checked="" type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner	
33.33 %	Don M. Doe	XXX-XX-XXXX	01/06/1954
% of Account Balance	Primary Beneficiary <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number	Date of Birth or Trust Date
(XXX) XXX-XXXX		Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>	
Phone Number <i>(Optional)</i>		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input checked="" type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner	
33.34 %	Michelle L. Doe	XXX-XX-XXXX	01/06/1957
% of Account Balance	Primary Beneficiary <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number	Date of Birth or Trust Date
(XXX) XXX-XXXX		Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>	
Phone Number <i>(Optional)</i>		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input checked="" type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner	

Example 2: Trust as Beneficiary

B Beneficiary Designation <i>(Attach an additional sheet to name additional beneficiaries.)</i>			
Primary Beneficiary Designation <i>(Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)</i>			
<ul style="list-style-type: none"> If I am married, my Plan requires my spouse to be named as primary beneficiary for 100% of my account balance, or my spouse must consent to my beneficiary designation. See the attached examples on how to complete the below beneficiary designations if the beneficiary is a non-individual, such as a trust, charity or estate. 			
100 %	Trust of Jane Doe	XX-XXXXXXX	06/30/2015
% of Account Balance	Primary Beneficiary <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number	Date of Birth or Trust Date
(XXX) XXX-XXXX		Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>	
Phone Number <i>(Optional)</i>		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input checked="" type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner	

Example 3: Estate as Beneficiary

B Beneficiary Designation <i>(Attach an additional sheet to name additional beneficiaries.)</i>			
Primary Beneficiary Designation <i>(Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)</i>			
<ul style="list-style-type: none"> If I am married, my Plan requires my spouse to be named as primary beneficiary for 100% of my account balance, or my spouse must consent to my beneficiary designation. See the attached examples on how to complete the below beneficiary designations if the beneficiary is a non-individual, such as a trust, charity or estate. 			
100 %	Estate of Anne Doe		/ /
% of Account Balance	Primary Beneficiary <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number	Date of Birth or Trust Date
(XXX) XXX-XXXX		Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>	
Phone Number <i>(Optional)</i>		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input checked="" type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input type="checkbox"/> Other <input type="checkbox"/> Domestic Partner	

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EXAMPLE BENEFICIARY DESIGNATIONS

Example 4: Charity as Beneficiary

B	Beneficiary Designation <i>(Attach an additional sheet to name additional beneficiaries.)</i>		
Primary Beneficiary Designation <i>(Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)</i>			
<ul style="list-style-type: none"> If I am married, my Plan requires my spouse to be named as primary beneficiary for 100% of my account balance, or my spouse must consent to my beneficiary designation. See the attached examples on how to complete the below beneficiary designations if the beneficiary is a non-individual, such as a trust, charity or estate. 			
100	%	ABC Charity	XX-XXXXXXX / /
% of Account Balance		Primary Beneficiary <i>(Name of Individual, Trust, Charity, etc.)</i>	Social Security or Taxpayer Identification Number Date of Birth or Trust Date
(XXX) XXX-XXXX		Relationship <i>(Required - If Relationship is not provided, request will be rejected and sent back for clarification.)</i>	
Phone Number <i>(Optional)</i>		<input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent <input type="checkbox"/> Grandchild <input type="checkbox"/> Sibling <input type="checkbox"/> My Estate <input type="checkbox"/> A Trust <input checked="" type="checkbox"/> Other <input type="checkbox"/> Domestic Partner	