

Advisory Services Agreement

Voya Retirement Advisors, LLC

Agreement

This Agreement provides the terms under which Voya Retirement Advisors, LLC (VRA) will provide investment advice over your plan account. VRA offers two advisory services, Online Advice (OA) and Professional Management (PM) to certain retirement plan participants. OA is an investment advisory tool that you can access and use online to receive investment advice recommendations on your account. PM is a discretionary managed account program where you can enroll (online, via an enrollment form or via a VRA investment advisor representative) and receive ongoing updates to your account, including updated investment recommendations and allocation changes. Please find additional information on the OA and PM features in the VRA ADV 2A Disclosure Brochure ("Form ADV").

Form ADV

We will send you a current version of VRA's Form ADV, which provides additional information about our firm and services. Everything in the Form ADV is a part of this Agreement. You should read it carefully and save it for future reference. At any time, upon your request, we will send you our most recent Form ADV.

About our advice

We rely on the information you give us to provide you with personalized forecasts and investment advice. The forecasts are based on certain historical and current information, and past performance is not always an accurate predictor of future performance. We will provide advice over all of the investment options in your plan that have been designated by the relevant plan fiduciary as being subject to these services. We do not and cannot guarantee the future performance of any investment. We do not promise that the investments we recommend will be profitable. The investments we may recommend are subject to various market, currency, economic, political and business risks. We do not provide advice over other investment funds in the plan. By recommending allocations among various investments, we are not endorsing the selection of a particular investment as an available investment alternative for your plan. Although we may rely on the services of Financial Engines Advisors L.L.C., all of the advice provided is provided by VRA.

Implementing our advice

For **PM**, VRA shall act as an "investment manager" as defined under Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This means that VRA implements its investment recommendations, provides ongoing monitoring of your retirement account(s) and may make changes designed to keep your savings rate and investment allocation aligned with your goals. The investment transactions are transmitted to your plan's record keeper and implemented on your behalf.

OA is based on a point-in-time analysis and is not an ongoing management service. The analysis includes discounted cash flow and annuity forecasts, mean variance optimization, and style analysis. OA does not include continued monitoring of the investment advice provided and VRA will not implement any of the advice we provide. It is up to you to determine whether or not you want to follow the advice. If you want to follow the advice, you are responsible for implementing it.

Periodic reviews

You may call us during our regular business hours for updated information or a periodic review. It is up to you to decide when and if you want a periodic review.

Limitations

We will not be liable to you for any loss caused by our good faith decisions or actions, following your instructions, or relying on information you provide to us. We will not be liable for any losses that may be caused directly or indirectly by circumstances beyond our reasonable control. Some laws may impose liability even if acting in good faith, and this Agreement does not waive or limit your rights under those laws.

If you change your mind

You may cancel this Agreement at any time. To cancel, you must call or write to us informing us that you want to cancel the Agreement.

Fees

If your plan sponsor, plan administrator or other plan fiduciary makes these services available then you, your plan, your plan sponsor, your plan administrator or other plan fiduciary is responsible for paying the fees. The payment arrangements, including the amount of the fees, who pays the fees and the payment method, depend on the arrangement between the plan, your plan sponsor, your plan administrator or other plan fiduciary and us. This information is available in your plan's Fact Sheet.

You may terminate this agreement and discontinue using either PM or OA at any time.

Changes

We can change this Agreement at any time, but the change isn't binding on you until 30 days after we send written notice to you. Any notice is properly sent if sent to your address on our records. Failure to insist on strict compliance with any terms of this Agreement will not be a waiver of our rights under this Agreement. To the extent required by applicable law, VRA can't assign or sell or give your Agreement to a business other than VRA without your written consent. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

Term of Agreement

This Agreement begins when you begin using either OA or PM and ends when you no longer use the services. You may terminate this Agreement for any reason without penalty. After the term of this Agreement ends, we will not have any obligation to make any recommendations or take any action for your account(s). The termination of this agreement will not affect the validity of any action previously taken or liabilities or obligations for actions started before termination.

Assignment

This Agreement may not be assigned by either party without the consent of the other party, provided that VRA may transfer its rights and obligations under this Agreement if such transaction does not constitute an "assignment" for purposes of the Investment Advisors Act of 1940.

Your legal rights

This Agreement is governed by the laws of the State where you live, except to the extent that federal law preempts those laws. This agreement will be interpreted to be consistent with applicable federal law, including the Investment Advisers Act of 1940 and the rules under that Act