

Manage It For Me[®] Agreement for Lincoln DirectorSM Plan Participants

Your employer offers you the opportunity to engage PMFM, Inc., a registered investment adviser, to manage your account. Complete and **return this Agreement to 401k Toolbox[®]** to have PMFM manage your account. If you are enrolling for the first time, select the "SA14 Short Term" investment option on the Enrollment Form, and we'll take care of allocating your account for you.

Visit our website at www.401ktoolbox.com or contact us at (800) 222-7636 for more information about our services.

I. PERSONAL INFORMATION

Name (print): _____ Date of Birth: _____

Address: _____

City: _____ State: _____ ZIP: _____

Social Security Number: _____ Newsletter (please check one): Email Regular Mail

Home Phone: _____ Work Phone: _____

Email Address: _____

Company Name: _____

Contract Certificate Number at Lincoln*: _____

User ID to access your account online at Lincoln*: _____

Password for Lincoln's Internet Service Center*: _____

(*If you have not yet created a User ID and Password, PMFM may set these up for you)

II. INVESTMENT PROFILE

After you have completed the Investment Profile Questionnaire on page 5, **check one** of the following for your Investment Profile:

Conservative Balanced Moderate Growth Growth

By selecting the Investment Profile above, you request that PMFM invest your account in a manner consistent with the Investment Profile. If your selection differs from the Investment Profile indicated by the Questionnaire, then you acknowledge that your selection above is inconsistent with your risk profile. However, you instruct PMFM to manage your account in accordance with your Investment Profile choice above because you believe your choice is consistent with your investment objectives. You may update your Questionnaire responses and/or change your Investment Profile selection at any time by contacting PMFM at the number above. You may also notify PMFM in writing if there are any reasonable restrictions you wish to impose on the management of your account (e.g., prohibiting the use of certain investment options in your account). If you have any questions about PMFM's management of your account at any time, please call PMFM at the number above or contact us at support@401ktoolbox.com.

III. INVESTMENT STRATEGY

Check only ONE strategy. For more information about the fees and services provided for each strategy, please review the Manage It For Me[®] Terms of Agreement on page 2 and Frequently Asked Questions on page 3.

Active Account Management Passive Account Management

IV. CLIENT ACCEPTANCE

Your signature indicates that you have received, read and understand PMFM's Form ADV, Part II and the Solicitor's Disclosure Statement on page 4, and that you have read, understand and agree to the Manage It for Me[®] Terms of Agreement on page 2)

Signature: _____ Date: _____

V. PMFM ACCEPTANCE (to be completed by PMFM)

Accepted By: _____ Management and Billing Inception Date: _____
(This Manage it for Me[®] Agreement will not be effective until it has been signed by you and an authorized representative of PMFM.)

PMFM, Inc. ("PMFM") is pleased that you have selected our 401k Toolbox[®] investment advisory services. The goal of our service is to maximize returns while protecting your invested assets from undue risk. Your account with us is discretionary in nature. This means that we will exercise complete discretion regarding the selection of specific investment options for your account. PMFM will allocate assets in your account among investment options in your retirement plan based on the Investment Profile you select after completing your Investment Profile Questionnaire, subject to any reasonable restrictions you wish to impose on the management of your account (e.g., prohibited investment options). You agree that PMFM will manage your entire account balance, including the Guaranteed Account. If a portion of your account balance is invested in the Guaranteed Account, you recognize that PMFM may need to realign your existing account balance based on the Investment Profile and Strategy you select in this Agreement. You also recognize that the Guaranteed Account may have charges assessed as a result of any withdrawals from the Guaranteed Account. You acknowledge that the managers of the separate accounts in which your assets are invested may, from time to time, restrict the timing or amounts of certain trades, or even make certain investment options unavailable for investment at certain times; and there may be certain restrictions related to the investments in the Guaranteed Account. You further acknowledge that separate accounts in which your assets are invested may assess redemption fees on redemptions of shares within certain time frames, and that, as a result, your account may be charged redemption fees by a separate account if PMFM directs a purchase and subsequent withdrawal of the separate account's shares within such a time frame. PMFM will use its independent judgment in managing your account under the foregoing conditions.

PMFM will contact you at least quarterly to request that you notify us if there have been any changes in your financial situation or investment objectives that would change the answers to your Questionnaire or your Investment Profile selection, or if there are any reasonable restrictions you wish to place or modify on your account. PMFM will also contact you annually to remind you of your Investment Profile selection and request that you notify us of any changes in your financial situation or investment objectives that would change the answers to your Questionnaire or your Investment Profile selection, or if there are any reasonable restrictions you wish to place or modify on your account. You understand that you may call us at (800)-222-7636 if you have any questions about your account.

This Agreement may be terminated by you or us at any time by delivering written notice thereof to the other. Until we receive notice of termination or written notice of your death or legal incompetence, we shall be entitled to rely, and shall rely, on the discretionary authority granted under this Agreement to manage your account. If this Agreement is terminated, we will transfer your invested assets into a separate account whose assets are invested in a manner most consistent with a money market fund, within one business day following the day we receive written notice of termination, or the date we forward to you a letter of our termination of this Agreement. You hereby acknowledge you understand that after termination your investments will remain in this separate account until you arrange for a different allocation. This Agreement will also be terminated immediately if your invested assets are no longer in the custody of Lincoln National Life Insurance Company and Lincoln Retirement Financial Services, Inc. (collectively "Lincoln"). This Agreement will remain effective if you separate from service from your employer but continue to use Lincoln as custodian for your rollover account through Lincoln's group deferred annuity option.

Transactions for your account may only be made through Lincoln. You authorize PMFM to access and effectuate exchanges in your account through Lincoln, and Lincoln to act on PMFM's instructions. If you have already setup a User ID and Password at Lincoln, PMFM must have this information to manage your account. If you do not remember, do not provide, or change your User ID and Password, you authorize PMFM to

reset your User ID and Password directly with Lincoln. PMFM will not have access to your account during any period in which Lincoln's systems are not available. If for any reason PMFM is prevented from managing assets inside your retirement plan on an ongoing basis, you will be notified in writing and this Agreement will be terminated.

You specifically authorize Lincoln to release to PMFM any of your nonpublic personal financial information in Lincoln's possession which may be necessary to properly provide the services for which you are contracting under this Agreement. This authorization will terminate upon the termination of this Agreement. You also direct PMFM to provide notice to Lincoln of this authorization.

Although we endeavor to manage risk and maximize returns, we cannot guarantee the profitability of your managed account. Short-term volatility in all financial markets is certain. You acknowledge the inherent risk associated with any investment program that invests in investment options that invest in common stocks and other market investment vehicles. You further acknowledge your understanding that this service is intended to be a long-term investment program and that the investment value of your portfolio at any given time will fluctuate. Past performance is no guarantee of future results.

PMFM's management fee for Active Account Management (the "Active Fee") will be charged at an annual rate of 1.50% of the account balance for Participants in plans with less than \$3,000,000 and 1.25% of the account balance for Participants in plans with \$3,000,000 or more in assets. PMFM's management fee for passive account management (the "Passive Fee") will be charged at an annual rate of 0.45% of the account balance, regardless of plan size.

Fees will be billed in arrears based on the value of your account on the last market day of the previous calendar quarter, and will be prorated for any partial quarter. You recognize that the Fees will be reflected on your quarterly account statement as a withdrawal from your account.

PMFM will share the Fees with unaffiliated third parties that provide certain services to Participants in connection with 401k Toolbox[®] as follows:

- PMFM will use a portion of its fee to compensate Lincoln for its administrative services to PMFM and Participants by paying Lincoln a quarterly base administrative fee plus approximately \$6.25 per Participant account per quarter.
- PMFM will also share a portion of the Fee with your solicitor ("Solicitor") who referred you to PMFM. Fee arrangements with Solicitors are described on the enclosed Solicitor's Disclosure Statement. Fee sharing with Solicitors only applies to Active Fees.

You will not receive a separate billing statement each quarter from PMFM, but you may contact PMFM at anytime for further information regarding the basis of the Fee calculation or the amount of the Fee paid to any party. PMFM acts independently of your employer, Lincoln, or your Solicitors. These parties have no express, implied or apparent authority to act or contract on behalf of PMFM. PMFM does not receive any fees, direct or indirect, from these parties.

You understand that this Agreement is not effective until it has been signed by you and an authorized representative of PMFM, and PMFM will only enter into this Agreement with the consent of your retirement plan. You will have 5 business days after the acceptance date of this Agreement to terminate this Agreement without incurring any Fees. You agree to call PMFM at (800) 222-7636 if you do not receive our ADV within 14 days of signing this Agreement. In accordance with the Investment Advisers Act of 1940, this Agreement may not be "assigned," as such term is defined in the Act, without your prior consent.

Your signature on page one signifies that you accept the provisions of this Agreement.

Frequently Asked Questions

Why should I sign up for Manage It For Me®?

You should consider the Manage It For Me® service if 1) you don't have the time, knowledge or desire to manage your own account, or if 2) you are interested in obtaining the services of an independent investment advisor for the management of your retirement investments.

Who is making the investment decisions for my account?

PMFM, Inc. is an independently-owned investment advisory firm that will be responsible for all of the investment decisions in your account. PMFM is a fee-based investment firm that manages 401(k) accounts and other retirement investments for thousands of clients nationwide. PMFM has been managing assets since 1994. PMFM is not a member of Lincoln Financial Group.

What is the difference between the Active Account Management strategy and the Passive Account Management Strategy?

In the Active Account Management strategy, PMFM actively manages the allocation of your investments using the options available in your retirement plan. PMFM's goal is to participate in gains when stock market conditions are good and to reduce equity exposure when stock market conditions appear risky. This option is also sometimes referred to as "tactical" asset allocation, and PMFM monitors your account on a daily basis with this strategy.

In the Passive Account Management strategy, PMFM diversifies your investments among several different types of investment options, and periodically rebalances those investments as market fluctuations change the mix. This option is also sometimes referred to as "strategic" asset allocation because there is no day to day monitoring of your account.

Which strategy is right for me, Active Account Management or Passive Account Management?

PMFM's Active Account Management strategy appeals to investors who are not comfortable with the ups and downs that sometimes come with a buy and hold or "passive" investment strategy. This typically includes participants closer to retirement or those who have accumulated larger account balances. The Active Account Management strategy has an annual fee equal to 1.25% to 1.50% of your account balance, depending on the size of your Plan.

The Passive Account Management strategy appeals to investors who want professional help and are comfortable allowing their portfolio to ride the ups and downs of the market. This typically includes participants who are younger or are just getting started with their 401(k) savings. The Passive Account Management strategy has an annual fee equal to 0.45% of your account balance.

How do I pay for the service?

PMFM's fees are deducted directly from your account at the end of each calendar quarter. For example, if you selected the Active Account Management strategy and have \$10,000 in your account, your fee calculation would look like this:

March 31 closing balance: \$10,000

Annual fee rate: 1.5% or \$150 annually

Quarterly amount to be deducted from your account: \$37.50

You will receive a confirmation statement from Lincoln when the fees are withdrawn from your account.

Can I start or stop anytime I want?

Yes, you may begin using PMFM's Manage It For Me® service at any time after your employer has authorized the use of the program. Just fill out the Manage It For Me® Agreement and fax or mail it to PMFM. You may also stop any time you wish simply by notifying us, in writing, of your desire to do so. Please keep in mind, however, that because both our Active Account Management and our Passive Account Management are long-term investing philosophies, it is our sincere desire that you allow the program to work for you over time.

How can I get more information about the service?

Visit www.401kToolbox.com, or call us at 800-222-7636 to learn more about our Manage It For Me® services.

Solicitor’s Separate Disclosure Statement

TO BE COMPLETED BY PMFM:		
Solicitor Representative ¹	Solicitor ²	
_____	_____	¹ The Solicitor Representative(s) for your account is the individual(s) who is an agent of record on your Plan. ² The Solicitor for each Solicitor Representative is the Solicitor Representative’s firm.
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

The following disclosures relate to certain information that you should be aware of with respect to PMFM, Inc.’s (“PMFM”) relationship with certain broker-dealers, insurance agents and others authorized to sell The Lincoln DirectorSM group variable annuity (each a “Solicitor”) in offering the 401k Toolbox[®] investment advisory services (“Toolbox”) of PMFM to Plan participants (“Participants”).

PMFM’s standard fee (the “Fee”) for Active Account management is 1.50% of assets under management for retirement plans with under \$3,000,000 in assets. This total 1.50% Fee is applied as follows:

- 1.00% for PMFM: PMFM retains 1.00% out of the Fee for its investment advisory services.
- 0.50% for Solicitors: Under a Solicitation Agreement with PMFM, Solicitors agree to solicit Participants to become Toolbox Participants. Solicitors will receive up to 0.50% out of the Fee for assets invested by Toolbox Participants referred by the Solicitor. **If there is more than one Solicitor, the 0.50% is weighted according to Plan commissions.**

For Plans with \$3,000,000 or more in assets as of the end of each calendar quarter, PMFM’s standard fee is 1.25%, which reduces PMFM’s portion of the fee to 0.75%. PMFM does not increase the fees paid by Participants or its usual advisory fees because of payments to any Solicitor.

In light of the foregoing arrangements, you should note that Solicitors have an incentive to market Toolbox services to Participants. The foregoing arrangements constitute the only relationships that currently exist between PMFM and the Solicitors.

Important Notices:

PMFM will use a portion of its fee to compensate Lincoln for its administrative services to PMFM and Participants by paying Lincoln a quarterly base administrative fee plus approximately \$6.25 per Participant account per quarter.

There is no Solicitation compensation for Passive Account Management services. However, PMFM will still pay Lincoln a fee for its services for Passively Managed Accounts.

In some cases, there may be no solicitor associated with a Participant’s account because the Solicitor is not eligible to receive payments of fees, the Solicitor is in the process of becoming eligible to receive payments of fees, or for other reasons. However, you should note that a Solicitor may become associated with your account and begin receiving fees described above in the future. As noted above, PMFM does not increase Participant fees because of payments to Solicitors so your fees will remain the same whether or not a Solicitor is associated with your account.

Investment Profile Questionnaire

Please read the questions below and answer as candidly as possible. We use your responses to determine your financial circumstances, investment objectives and risk tolerance. As indicated at the end of the Questionnaire, we use your score to determine whether you are a conservative, balanced moderate or growth investor. We select the appropriate management style for your account based on this information.

	Answer Choices	Score Key	Score
1. How long do you expect to work before retirement?	a) 0-5 years b) 6-10 years c) 11 or more	a) = 1 b) = 5 c) = 10	_____
2. How much of your retirement income will this portfolio represent?	a) Very little b) Some c) Most d) Almost all	a) = 4 b) = 3 c) = 2 d) = 1	_____
3. During 2000-2002 U.S stocks fell about 45%. That means if you had invested \$100 in stocks at the beginning of 2000, it declined to about \$55 in value during 2002. Which of the following would you be most likely to do if this were to happen again?	a) Sell the remaining \$55 of stocks b) Nothing c) Buy more stocks	a) = 1 b) = 2 c) = 3	_____
4. When the stock market is declining, I tend to move my money to safer investments.	a) I agree b) I somewhat agree c) I somewhat disagree d) I disagree	a) = 1 b) = 2 c) = 3 d) = 4	_____
5. Which of the following hypothetical investments would you most likely select?	a) Average year +5%, Worst year +3%, Best year +7% b) Average year +10%, Worst year -5%, Best year +15% c) Average year +15%, Worst year -20%, Best year +35%	a) = 1 b) = 2 c) = 3	_____
TOTAL SCORE			_____

Score Results: You have read and understand the questions above (check one)

- 5 - 6 You classify as a **conservative** investor.
- 7 - 11 You classify as a **balanced** investor.
- 12 - 17 You classify as a **moderate growth** investor.
- 18 - 24 You classify as a **growth** investor.

www.401kToolbox.com

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