



Stadion Money Management, Inc.
 1061 Cliff Dawson Road
 Watkinsville, GA 30677
 Toll Free (800) 222-7636

When complete, fax this form to Mutual of Omaha at (402) 351-2176 or email to rpclientops@mutualofomaha.com.

Agreement for Mutual of Omaha Insurance Company Contractowners using EPIC third party administrator services

We are delighted you have chosen to make the Stadion managed account service available to your plan participants. **Please print neatly and answer all questions in this Agreement completely**, and retain a copy of this Agreement for your files.

 Company Name

 Legal Name of Plan ("Plan" or "Contractowner")

 Plan Fiduciary Name ("Plan Fiduciary")

 Address

 City, State, Zip

 Primary company contact

 Phone and email address

 Service Provider/Broker of Record Name

 Service Provider/Broker of Record Phone Number

 Service Provider/Broker of Record email address

 Broker of Record Broker-Dealer Name, if applicable

To be completed by the Recordkeeper: Plan ID

I choose to offer the Stadion managed account service as a Qualified Default Investment Alternative (QDIA) for the Plan:

- Annual fee of 0.75% (fee waived for first 30 days)
- I understand that by offering this service as a QDIA and otherwise complying with the requirements of ERISA Section 404(c)(5), I will receive fiduciary protection under Section 404(c)(5) with respect to the funds of defaulting Participants that are invested in the QDIA, regardless of whether or not the plan otherwise complies with Section 404(c). I also understand that I will not be responsible for how the Participant funds are invested in the QDIA. Finally, I understand that I will be responsible to ensure that all conditions of the regulations under Section 404(c)(5) are met, including the "broad range" requirement that applies to assets of the plan that are not invested in the QDIA.
- I also understand that all Participants not opting out of the QDIA prior to the Effective Date will be defaulted into the Stadion managed account service.

Plan Fiduciary's signature on this Letter of Agreement acknowledges Plan Fiduciary's and Contractowner's understanding of the terms of each page of this Agreement and Plan Fiduciary's and Contractowner's receipt of part II of Form ADV for Stadion. This Agreement becomes effective upon Stadion's receipt from Mutual of Omaha.

 Plan Fiduciary signature

 Date

 QDIA Effective Date (must be 30 days or more after delivery of QDIA Notice to Participants)

If adding Stadion as a QDIA to an existing plan, Stadion will contact you to confirm the date you have selected.

1

Sign Up

Plan Sponsor signs Stadion Agreement to offer Stadion as the QDIA.

- Fill in the QDIA Effective Date—Stadion will contact Plan Sponsor to confirm (must be 30 days or more after delivery of QDIA notice to Participants).
- Complete and sign where appropriate.
- Return the Stadion Agreement to Mutual of Omaha.
- Stadion will contact you to welcome you to our service.
- After confirming the QDIA Effective Date, Stadion will email a plan sponsor Welcome Package containing the QDIA Initial Notice Regarding Default Investments, Stadion Opt Out Form, Stadion Participant Flyer, and QDIA Terms of Agreement.

2

Notify Participants

Upon receipt of the electronic plan sponsor Welcome Package from Stadion, Plan Sponsor distributes a copy of the Initial Notice Regarding Default Investments, Stadion Participant Flyer, Stadion Opt Out Form, and QDIA Terms of Agreement to all plan participants with an account balance at least 30 days prior to the Effective Date. The notice informs participants that:

- Stadion has been chosen to professionally manage each of their retirement accounts beginning on the Effective Date.
- Their retirement accounts will be managed using an investment portfolio appropriate for their age (detailed descriptions of each investment portfolio are included in the link from the plan sponsor welcome package and should be attached to the notice).
- Prior to the effective date, each Participant can opt out of the program at any time and manage their own account or terminate the program at any time after the Effective Date.
- After the Effective Date, the first 30 days of account management are free.
- The QDIA Terms of Agreement governs the management of the Participant’s account so long as it is invested in the QDIA.

3

QDIA Effective Date

All participants who have not opted out prior to the Effective Date will begin having their accounts managed. Stadion will send a Participant Welcome Booklet with the following:

- Letter with contact information
- Form ADV Part II
- Privacy Policy

Important Disclosure Statement

The following disclosures relate to certain information that you as the Plan Fiduciary for the Contractowner should be aware of with respect to Stadion Money Management, Inc. (“Stadion”). Stadion’s standard annual fees (the “Fee”) for account management services are described in the table below.

Stadion	Portion retained for investment advisory services	0.35%
RMS	Under an Agreement with Stadion, RMS has agreed to provide certain education, training, and marketing services for Stadion. Specifically, RMS has agreed to introduce Stadion through its employees and/or independent contractors. RMS will receive a portion of the Fee for assets invested by Participants that enter into an agreement with Stadion to manage their accounts.	0.125%
Mutual of Omaha	The Mutual of Omaha Insurance Company, which is not a solicitor for Stadion, receives a portion out of the Fee for administrative services associated with	0.245%
EPIC	EPIC, which is not a solicitor for Stadion, receives a portion out of the Fee for administrative services associated with the billing and trading of managed accounts.	0.03%
Total Fee Paid by Participant		0.75%

Terms of Agreement

Stadion Money Management, Inc., a registered investment adviser (“Stadion”), has developed an investment advisory service to assist retirement plan participants in the allocation and management of their accounts. The Plan Trustee/Sponsor (“Plan Fiduciary”) of the retirement plan identified on page 1 (“Plan” or “Contractowner”) hereby agrees to make available to Plan participants (“Participants”) Stadion’s investment management and advisory services. The Plan Fiduciary hereby appoints Stadion to act as the sole and exclusive investment adviser with respect to the assets of Participants for which Stadion has been engaged for investment management and advisory services. The purpose of this Term of Agreement is to describe the terms and conditions of the services provided by Stadion, which are hereby expressly authorized by the Plan Fiduciary.

The Contractowner may choose the Stadion managed account service as a qualified default investment alternative (“QDIA”). To obtain protection as a QDIA, Contractowner acknowledges the following:

- As the fiduciary, Contractowner must prudently select and monitor the QDIA.
- Participants must have the opportunity to direct the investment of their plan assets but have not done so.
- Participants must have received notice of the Stadion managed account service (in the form provided by Stadion and containing the information required by ERISA Regulation Section 404c-5(d)) 30 days prior to Contractowner receiving protection under the QDIA and at least 30 days before the beginning of each subsequent plan year.
- Participants must be allowed to make changes to the investment of their plan assets without penalty; and
- The plan must include a broad range of investment options as defined in Department of Labor regulations.

In its capacity as the manager of a QDIA, Stadion shall manage all Participant accounts within a Plan, unless the Participant:

- Chooses to opt out at time of enrollment into the Plan, or;
- Chooses to opt out prior to the effective date of QDIA stated on page 1, or;
- Chooses to terminate the service after the effective date, or;
- Currently has funds invested in the Self-Directed Brokerage Option.

The Contractowner acknowledges that the plan’s current default fund will become the “alternative default fund” (that is, the fund which holds forfeitures and other unallocated plan assets) after the QDIA goes into effect. The Contractowner will contact the recordkeeper to make any changes to the alternative default fund.

During the first 30 days that Stadion is managing Participant accounts, Stadion will waive the management fee. Plan Fiduciary authorizes Stadion to obtain from the Plan’s recordkeeper the data necessary to offer QDIA services for all Participants of the Plan, including those Participants having opted out of the service. Participant data may include, but is not limited to, employee name, address, date of birth, social security number, salary, deferral %, and phone number and email address if available. The contractowner agrees to provide email addresses, if available, for electronic delivery of quarterly newsletters, important updates, etc. Please note that any missing dates of birth will cause the Participant’s account to be managed in the most conservative investment profile pending receipt of the missing information. Stadion will provide a QDIA notice and the participant terms of this arrangement for the Plan Fiduciary to distribute to all Participants. Participants will be allowed to discontinue the service at any time. Fees will be prorated for any partial quarter. Investment management fees for Stadion Participants (the “Fees”) will be charged at an annual rate 0.75%.

The Fees will be billed in arrears based on the portfolio valuation on the last market day of the previous calendar quarter. If a Participant discontinues the Stadion service and later reenrolls, the Fee will remain at 0.75% and the terms of this Agreement will apply.

Other Provisions of this Agreement

- In order for the Stadion services to be offered, the Contractowner must make at least the Stadion Portfolio (5) and Guaranteed Account under the Mutual of Omaha product available to plan participants. The Stadion services are available should company stock be included in a Plan’s investment options as long as purchases and redemptions are unrestricted. The Stadion services are not available if the Plan includes investment in company stock and purchases/redemptions are restricted.
- Plan Fiduciary hereby appoints Stadion as investment manager with respect to the assets of the Plan that Stadion allocates to the Stadion Managed Portfolios under the Mutual of Omaha product in performing the investment management services provided by Stadion under this Agreement.
- Plan Fiduciary acknowledges that the managers of the separate accounts in which Participant’s 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. Stadion will use its independent judgment in managing Participants’ accounts under these conditions.
- Stadion has no obligation to provide information, education or advice to the Plan Fiduciary, the Plan or Participants regarding revenue sharing or fees and expenses paid by the Plan or out of Plan assets generally (other than fees and expenses paid to Stadion) or to evaluate the reasonableness of fees and expenses paid by the Plan or out of Plan assets.
- Plan Fiduciary will make a good faith effort to communicate the available services of Stadion through channels of communication typically used by Plan Fiduciary when communicating employee benefit programs.
- Plan Fiduciary agrees to notify Stadion in the event that it terminates its group annuity contract issued by a Mutual of Omaha affiliated company. Plan Fiduciary agrees that this Agreement terminates automatically upon the termination of the group annuity contract.
- Plan Fiduciary will give Stadion the exclusive opportunity to offer discretionary account management services to Participants.
- Plan Fiduciary acknowledges that it has performed due diligence that it considers sufficient with respect to the services, credentials, performance and expenses of Stadion.
- Plan Fiduciary acknowledges that the party signing this Agreement has the authority to cause Contractowner to enter into this Agreement and represents that the Plan Document permits this Agreement.
- Stadion will keep all Participant information confidential and will not share any information regarding Contractowner or its Participants with any third party, other than Contractowner’s recordkeeper and this provision shall survive termination of this Agreement.
- Stadion acknowledges that it is a fiduciary with respect to the management of participant accounts in which it has been given discretionary management authority.
- Stadion agrees to hold Contractowner and Plan Fiduciary harmless from, and indemnify Contractowner and Plan Fiduciary against, any liability that results from any willful misconduct or gross negligent act of Stadion in connection with the provision of investment advisory services to Participants.
- Stadion will share the Fees with unaffiliated third parties that provide certain services to Participants in connection with Stadion. All Fees are described specifically on Page 2 in this Agreement. Stadion does not increase the fees paid by Stadion Participants or its usual advisory fees because of payments to RMS, Mutual of Omaha or EPIC. Certain third party administrators may also receive compensation from Stadion for education, training, sales support services or administrative support services offered on behalf of Stadion. You may contact Stadion at anytime for additional information regarding the amount of fees paid to any third party.
- This Agreement was made in the State of Georgia and shall be governed by, construed and enforced in all respects in accordance with the laws of the State of Georgia, without regard to conflicts or choice of law principles thereof.
- If Plan Fiduciary has a prior Agreement with Stadion, execution of this Agreement by Plan Fiduciary will supersede any prior Agreement.

This Agreement may be terminated by Plan Fiduciary or Stadion at any time by providing 30 days’ written notice to either party.