



1061 Cliff Dawson Road
Watkinsville, Georgia 30677
Toll Free (800) 222-7636

When complete, fax this form to Mutual of Omaha at (402) 997-1912 or email to planinstallation@mutualofomaha.com along with the new plan establishment paperwork.

Stadion Agreement For New Mutual of Omaha Insurance Company Contractowners

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

Mutual of Omaha contract number

Financial Advisor Name

Financial Advisor Phone Number and Email

Financial Advisor's Broker Dealer Name

I choose to offer the Stadion managed account service as the 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, I will receive fiduciary protection under ERISA section 404(c)(5) for those Participant assets that are invested in the QDIA, regardless of whether or not the plan otherwise complies with section 404(c), and I will not be liable for how the Participant funds are invested in the QDIA. I understand that I will be responsible to ensure all conditions of the 404(c)(5) regulations are met in order to obtain such fiduciary protection and to avoid such liability.
- I also understand that all Participants not affirmatively 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 Agreement acknowledges Plan Fiduciary's and Contractowner's understanding of the terms of each page of this Agreement, including the attached Terms of Agreement, Important Disclosure Statement and Setup Procedures, 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)

1

Sign Up

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

- Fill in the QDIA Effective Date—the anticipated effective date of your contract (must be 30 days or more after delivery of QDIA Notice to Participants).
- Complete and sign where appropriate.
- Return the Stadion Agreement along with the new plan establishment paperwork to Mutual of Omaha.
- Stadion will email a plan sponsor Welcome Package containing the QDIA Initial Notice Regarding Default Investments, Stadion Participant Flyer, QDIA Terms of Agreement, and sample participant communications.

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, and QDIA Terms of Agreement to all plan participants 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 employee enrollment kit).
- Each Participant can opt out of the program at the time their account is established or terminate the program at any time thereafter and manage their own account.
- The first 30 days of account management are free.

3

Account Management Begins

All participants who have not selected their own investment allocations or have provided inaccurate or incomplete investment allocations will begin having their accounts managed when their account is funded and will receive 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").

Standard annual fees (the "Fee") for Stadion investment advisory 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 out 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 the billing and trading of managed accounts	0.275%
Total Fee Paid by Participant		0.75%

Stadion does not increase the fees paid by Stadion Participants or its usual advisory fees because of payments to RMS or Mutual of Omaha. 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 any time for additional information regarding the amount of fees paid to any third party.



Terms of Agreement

Stadion Money Management, Inc., a registered investment adviser, 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 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 Terms 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 service 30 days prior to Contractowner receiving protection under the QDIA.
- 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 after the QDIA goes into effect. The Contractowner will contact Mutual of Omaha 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, to Stadion 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 profile pending receipt of the missing information. Stadion will provide a QDIA notice, the participant terms of this arrangement and Form ADV 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 Clients (the "Fees") will be charged at an annual rate of 0.75% for the Stadion service when offered as a QDIA. 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 re-enrolls, 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 Mesriow Basic Fund lineup under the Mutual of Omaha product available to plan participants. The services are not available if the Plan includes investment in company stock.
- Plan Fiduciary hereby appoints Stadion as investment manager with respect to the assets of the Plan that Stadion allocates to the Stadion Managed Funds under the Mutual of Omaha product in performing the Stadion investment management services under this Agreement.
- Contractowner 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.
- 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 of this Agreement.
- 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.