

QDIA Terms of Agreement for Plan Participants in Plans Using The Mutual of Omaha Insurance Company

As a participant in your company sponsored retirement plan, you have the right to decide how your deferrals and company contributions (if any) are invested. If you fail to provide investment directions - or if you choose not to - we will invest your retirement money for you. If you do not provide investment direction, your funds will be invested in a "default investment". The default investment your employer has selected is an account managed by Stadion under its managed account program. However, your funds will not be invested in an account managed by Stadion if you currently have funds invested in Company Stock and/or the Self-Directed Brokerage Option. You understand that the investment options for your portfolio include funds made available to participants under your Plan, and may include separate accounts sub-advised by Stadion. Stadion allocates assets in these separate accounts among exchange-traded funds (ETFs), which are investment companies that mirror various market indexes (S&P 500, NASDAQ 100, etc.). Since you pay Stadion for its services under this Agreement, Stadion will not receive any additional fee for managing any of your assets allocated to the Stadion-managed separate accounts. This program is intended to qualify as a "qualified default investment alternative" or "QDIA" under U.S. Department of Labor guidelines. You do not have to leave your money in the Stadion service. You can move your funds at any time to any of the other investment alternatives offered by the Plan by contacting Stadion or Mutual of Omaha, and there is no financial penalty within the first 90 days if you do move your money. You can find information about the Plan's other investment alternatives or you can move your funds to other investment alternatives by visiting your Plan provider's website at www.getretirementright.com.

Stadion will allocate the money in your account to achieve a balance of long-term growth and preservation of your funds, using the diversified investment options available in your plan. Your specific investment objective will consider your age and expected retirement date. If you wish to discuss your specific investment circumstances, you may contact Stadion at (800) 222-7636. You may also incorporate other factors into your investment objectives, such as other retirement savings, adjustments to your retirement age, spousal investments, etc, at www.stadionmoney.com.

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 funds for your portfolio, including for existing assets and future contributions to your account. We will allocate assets in your account among investment options in your retirement plan subject to any reasonable restrictions you wish to impose on the management of your account (e.g., prohibited investment options). 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. 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 Stadion directs a purchase and subsequent withdrawal of the separate account's shares within such a time frame. Stadion will use its independent judgment in managing your account under the foregoing conditions.

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. There is an inherent risk associated with

any investment program that invests in funds that invest in common stocks and other market investment vehicles. This service is intended to be a long-term investment program. The investment value of your portfolio at any given time will fluctuate. Past performance is no guarantee of future results.

Stadion will contact you at least annually to request that you notify us if there have been any changes in your financial situation or investment objectives or if there are any reasonable restrictions you wish to place or modify on your account.

This Agreement may be terminated by you or us at any time. Any attempt to make investment elections on your own will result in the termination of this agreement. 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, you agree to provide instructions to your Plan's recordkeeper regarding how you wish to invest your account upon termination.

Exchanges among investment options for your account may only be made through Mutual of Omaha. You authorize Stadion to access and effectuate exchanges in your account through Mutual of Omaha, and Mutual of Omaha to act on those instructions. Stadion will not have access to your account during any period in which Mutual of Omaha's systems are not available. If for any reason Stadion is prevented from managing assets inside your retirement plan on an ongoing basis, this Agreement will be terminated.

Stadion's management fee (the "Fee") will be charged at an annual rate of 0.75%. The Fee is in addition to the investment fees charged by the managers of the investment funds. The Fee will be billed in arrears based on the value of your account on the last market day of the previous calendar quarter, and the Fee will be prorated for any partial quarter. The fee for the first 30 days of your account management is waived. You may contact Stadion to obtain the inception date for this Agreement. You recognize that deduction of the Fee will be reflected on your quarterly account statement as an expense of your account.

Stadion will share the Fees with unaffiliated third parties that provide certain services to Participants in connection with Stadion. You will not receive a separate billing statement each quarter, but you may contact Stadion at anytime for further information regarding the basis of the Fee calculation or the amount of the Fee paid to any party. Stadion acts independently of your employer and Mutual of Omaha. These parties have no express, implied or apparent authority to act or contract on behalf of Stadion. Stadion does not receive any fees, directly or indirectly, from these parties.

This Agreement will supersede any former Participant Agreement in effect at the time of the QDIA Effective Date.

You understand that this Agreement is effective based on the authorization and consent of your employer. 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.