

Agreement for Plan Participants Using Mutual of Omaha Retirement Services

Your retirement plan (the "Contractowner") offers you the opportunity to engage Stadion Money Management, Inc., a registered investment adviser, to professionally manage your account. **Complete and return this signature page to Stadion for us to manage your account.**

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

I. PERSONAL INFORMATION

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

Social Security Number: -- Date of Birth: _____

Company Name: _____ Email Address: _____

II. INVESTMENT PROFILE (Select A or B, not both)

A. _____ Please choose an appropriate investment profile for me.

By selecting the option above, you request that Stadion choose an appropriate investment profile for you based on your age and expected retirement date. You also understand that if you select the option above, Stadion will systematically adjust this profile to become more conservative as you get older.

B. After you have completed the Investment Profile Questionnaire on page 4, check one of the following for your Investment Profile:

Capital Preservation Conservative Balanced Moderate Growth Growth

By selecting the Investment Profile above, you request that Stadion 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 as determined by the Questionnaire, but you instruct Stadion 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 Stadion at the number above. You may also notify Stadion in writing if there are any reasonable restrictions you wish to impose on the management of your account (e.g., prohibited investment options in your retirement plan). If you have any questions about Stadion's management of your account at any time, please call Stadion at the number above or contact us at support@stadionmoney.com.

III. CLIENT ACCEPTANCE

Your signature indicates that you have received, read and understand Stadion's Form ADV, Part II and the Solicitor's Disclosure Statement on page 2, and that you have read, understand and agree to the Terms of Agreement on page 3.

Signature: _____ Date: _____

IV. STADION ACCEPTANCE (to be completed by Stadion)

Accepted By: _____ Management and Billing Inception Date: _____

(This Agreement will not be effective until it has been signed by you and an authorized representative of Stadion.)

Important Disclosure Statement

The following disclosures relate to certain information that you should be aware of with respect to Stadion Money Management, Inc.'s ("Stadion") relationship with Retirement Marketing Services ("RMS") and certain broker-dealers, insurance agents and others authorized to offer the investment advisory services of Stadion (each a "Solicitor").

TO BE COMPLETED BY STADION (If blank at management inception, there was no Solicitor Representative):

Solicitor Representative

(the individual who is an agent of record for your Plan)

Solicitor

(the Solicitor is the Solicitor Representative's firm)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Stadion's standard annual fee (the "Fee") for investment advisory services is 1.25% of assets under management. The Fee is applied as follows:

Stadion	Portion retained for investment advisory services.	0.50%
RMS	Under an Agreement with Stadion, RMS, a third party independent distributor of the Mutual of Omaha product and Stadion, 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 to Solicitors. 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.	0.25%
Solicitors	Under a Solicitation Agreement with Stadion, Solicitors agree to solicit Participants to become Stadion Participants. Solicitors will receive a portion of the Fee for assets invested by Stadion Participants referred by the Solicitor.	0.35%
Mutual of Omaha	Mutual of Omaha, 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.	0.15%

Solicitors that receive the portion of the Fee indicated above (0.35%) have represented to Stadion that they do not provide investment advice to the Plan or the Participants in the Plan. You should also note that a Solicitor may be affiliated (e.g., through common ownership or control) with a third party administrator for the Contractowner. Stadion does not increase the fees paid by Stadion Participants or its usual advisory fees because of payments to RMS or any Solicitor. Amounts not paid by Stadion to others are retained by Stadion.

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. Stadion 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.

Stadion Money Management, Inc. ("Stadion") is pleased that you have selected our Stadion 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 funds for your portfolio. Stadion 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 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 (e.g., the 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. 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.

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 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 or if you successfully change investment elections and account realignment on your own through the Mutual of Omaha website. 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 in writing, we will attempt to transfer your invested assets into the default investment option within two business days 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 we process your written termination instructions your investments will remain in the default investment option until you arrange for a different allocation. This Agreement will also be terminated immediately if your plan terminates its group annuity contract with Mutual of Omaha or their affiliated company.

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 or its representatives, and Mutual of Omaha or its representatives to act on Stadion's 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, you will be notified in writing and this Agreement will be terminated.

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 funds 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.

Stadion's management fee (the "Fee") will be charged at an annual rate of 1.25%. 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. 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 as described on Page 2 of this Agreement. You will not receive a separate billing statement each quarter from Stadion, 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, Mutual of Omaha, RMS, or your Solicitor(s). 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.

You understand that this Agreement is not effective until it has been signed by you and an authorized representative of Stadion, and Stadion will only enter into this Agreement with the consent of your retirement plan. You acknowledge receipt of Stadion's Form ADV Part II (www.stadionmoney.com) and Stadion's Privacy Policy. 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 have read, and understand the billing policy and accept the provisions of this Agreement.

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, 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 be most likely to 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 capital preservation investor
___	7 - 9	You classify as a conservative investor
___	10 - 13	You classify as a balanced investor
___	14 - 18	You classify as a moderate growth investor
___	19 - 24	You classify as a growth investor