

## 401k Toolbox<sup>®</sup> Agreement for Mutual of Omaha Insurance Company Contractowners

We are delighted you have chosen to make 401k Toolbox<sup>®</sup> 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: \_\_\_\_\_

Contact email address: \_\_\_\_\_

Mutual of Omaha contract number: \_\_\_\_\_

### Check ONE of the following options:

#### OPTION 1 - QDIA

\_\_\_\_ I choose to offer Manage It For Me<sup>®</sup> service as a Qualified Default Investment Alternative (QDIA) for the Plan.

- Annual fee of 0.75% (fees 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.**
- I also understand that all participants not opting out of the QDIA prior to the Effective Date will be defaulted into the Manage It For Me service<sup>®</sup>.

#### OPTION 2 - Participant Selection

\_\_\_\_ I choose to offer Manage It For Me<sup>®</sup> as an option for those Participants who are interested in engaging PMFM directly for the service.

- Annual fee of 1.25%
- **I understand that I will be responsible for providing the materials necessary to comply with ERISA section 404(c) to all Plan participants and may be held responsible for the investment decisions of the Plan participants if the Plan fails to comply with section 404(c).**
- I agree to allow the agent/broker for our Plan or 401k Toolbox to conduct individual retirement planning sessions with Participants.

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 PMFM.

Plan Fiduciary Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

Signature Date: \_\_\_\_\_

QDIA Effective Date\* (must be 30 days or more after delivery of Notice to participants): \_\_\_\_\_

\*If adding 401k Toolbox as a QDIA to an existing Mutual of Omaha plan, 401k Toolbox will contact you to establish this date.

PMFM, Inc., a registered investment adviser ("PMFM"), has developed the investment advisory service called 401k Toolbox® ("401k Toolbox") 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") PMFM's 401k Toolbox® investment management and advisory services. The Plan Fiduciary hereby appoints PMFM to act as the sole and exclusive investment adviser with respect to the assets of Participants that engage PMFM for investment management and advisory services. The purpose of this letter of Agreement is to describe the terms and conditions of the services provided by PMFM, which are hereby expressly authorized by the Plan Fiduciary. PMFM will provide investment recommendations to Participants through access to [www.401kToolbox.com](http://www.401kToolbox.com) at no charge. For these services, Participants are responsible for implementing recommendations provided by PMFM. PMFM will offer to manage any Participant's account on a discretionary basis for a fee. These discretionary advisory services include: asset allocation and fund selection, and portfolio implementation and rebalancing. Discretionary advisory services may be offered to Participants in one of two ways. Contractowner must select one of these two options on page 1 of this Agreement.

### Option One (QDIA)

The Contractowner may choose Manage It For Me® as a qualified default investment alternative ("QDIA"). To obtain protection as a QDIA, Contractowner acknowledges the following:

- o As the fiduciary, Contractowner must prudently select and monitor the QDIA.
  - o Participants must have the ability to direct the investment of their plan assets but have not done so.
  - o Participants must have received notice of the Manage It For Me® service 30 days prior to Contractowner receiving protection under the QDIA.
  - o Participants must be allowed to make changes to the investment of their plan assets without penalty; and
  - o The plan must include a broad range of investment options.
- In its capacity as the manager of a QDIA, PMFM shall manage all Participant accounts within a Plan, unless the Participant:
- o Chooses to opt out at time of enrollment into the Plan, or;
  - o Chooses to opt out prior to the effective date of QDIA stated on page 1, or;
  - o Chooses to terminate the service after the effective date, or;
  - o 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 PMFM is managing all Participant accounts, PMFM will waive the management fee. Plan Fiduciary authorizes PMFM 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. PMFM will send each Participant a Manage It For Me® Confirmation Statement reflecting all terms of the arrangement. PMFM will provide a QDIA notice for the Plan Fiduciary to distribute to all Participants. Participants will be allowed to discontinue the service anytime. Fees will be prorated for any partial quarter. Investment management fees for PMFM Clients (the "Fees") will be charged at an annual rate 0.75% for the Manage It For Me® 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 Manage It For Me service and later re-enrolls, the Fee will remain at 0.75%.

### Option Two (Participant Selection)

The Contractowner may allow Participants to hire PMFM individually for discretionary advisory services. Participants that engage PMFM directly for discretionary services ("PMFM Clients") will enter into a Manage It for Me® agreement directly from PMFM, in substantially the form included herewith. Under Option two, Investment management fees for PMFM Clients (the "Fees") will be charged at an annual rate of 1.25%. The Fees will be billed in arrears based on the portfolio valuation on the last market day of the previous calendar quarter, and the Fees will be prorated for any partial quarter. During the first 30 days that PMFM is managing all Participant accounts, PMFM will waive the management fee.

### Other Provisions of this Agreement

- o In order for the 401k Toolbox services to be offered, the Contractowner must make at least the Mesirow Standard 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.
- o Plan Fiduciary hereby appoints PMFM as investment manager with respect to the assets of the Plan that PMFM allocates to the 401k Toolbox Managed Funds under the Mutual of Omaha product under the Manage It For Me investment management services provided by PMFM under this Agreement.
- o PMFM 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 PMFM) or to evaluate the reasonableness of fees and expenses paid by the Plan or out of Plan assets.
- o Plan Fiduciary will make a good faith effort to communicate the available services of PMFM through channels of communication typically used by Plan Fiduciary when communicating employee benefit programs.
- o Plan Fiduciary agrees to notify PMFM 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.
- o Plan Fiduciary will give PMFM the exclusive opportunity to offer discretionary management services to Participants.
- o Plan Fiduciary acknowledges that it has performed reasonable due diligence with respect to the services, credentials, performance and expenses of PMFM.
- o 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.
- o PMFM 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.
- o PMFM acknowledges that it is a fiduciary with respect to the management of participant accounts in which it has been given discretionary management authority.
- o PMFM 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 PMFM in connection with the provision of investment advisory services to Participants.
- o PMFM will share the Fees with unaffiliated third parties that provide certain services to Participants in connection with 401k Toolbox®. All Fees are described specifically on Page 3 of this Agreement.
- o 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.

This Agreement may be terminated by Plan Fiduciary at any time by providing 30 days' written notice to PMFM.

## 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 PMFM, Inc.'s ("PMFM") relationship with certain broker-dealers, insurance agents and others authorized to offer the 401k Toolbox® investment advisory services ("Toolbox") of PMFM (each a "Solicitor").

PMFM's standard fees (the "Fee") for Manage It For Me Services are described in the table below:

		<b>"Manage It For Me" Services</b>	
		<b>Option 1 - QDIA</b>	<b>Option 2 - Participant Choice</b>
Total Fee Paid by Participant:		0.75%	1.25%
<i>Total Fee applies as follows:</i>			
PMFM	Portion retained for investment advisory services	0.35%	0.50%
RMS	Under an Agreement with PMFM, RMS has agreed to provide certain education, training and marketing services for Toolbox. Specifically, RMS has agreed to introduce 401k Toolbox 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 a "Manage it for Me" Agreement with PMFM to manage their accounts.	0.125%	0.25%
Solicitors	Under a Solicitation Agreement with PMFM, Solicitors agree to solicit Participants to become Toolbox Participants. Solicitors will receive a portion of the Fee for assets invested by Toolbox Participants referred by the Solicitor.	0.20%	0.35%
Mutual of Omaha	The Mutual of Omaha Insurance Company, which is not a solicitor for PMFM, receives a portion out of the Fee for administrative services associated with the billing and trading of managed accounts	0.075%	0.15%

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. PMFM does not increase the fees paid by Toolbox Participants or its usual advisory fees because of payments to RMS or any Solicitor. Certain third party administrators may also receive compensation from PMFM for education, training, sales support services or administrative support services offered on behalf of PMFM. You may contact PMFM at any time for additional information regarding the amount of fees paid to any third party.

**Referring Solicitor Representative Information (please attach separate page if multiple solicitors)**

Solicitor Representative name: \_\_\_\_\_

Broker Dealer Name (if registered rep): \_\_\_\_\_

Solicitor Representative employer: \_\_\_\_\_

Solicitor Representative address: \_\_\_\_\_

Solicitor Representative phone number: \_\_\_\_\_

Solicitor Representative email address: \_\_\_\_\_