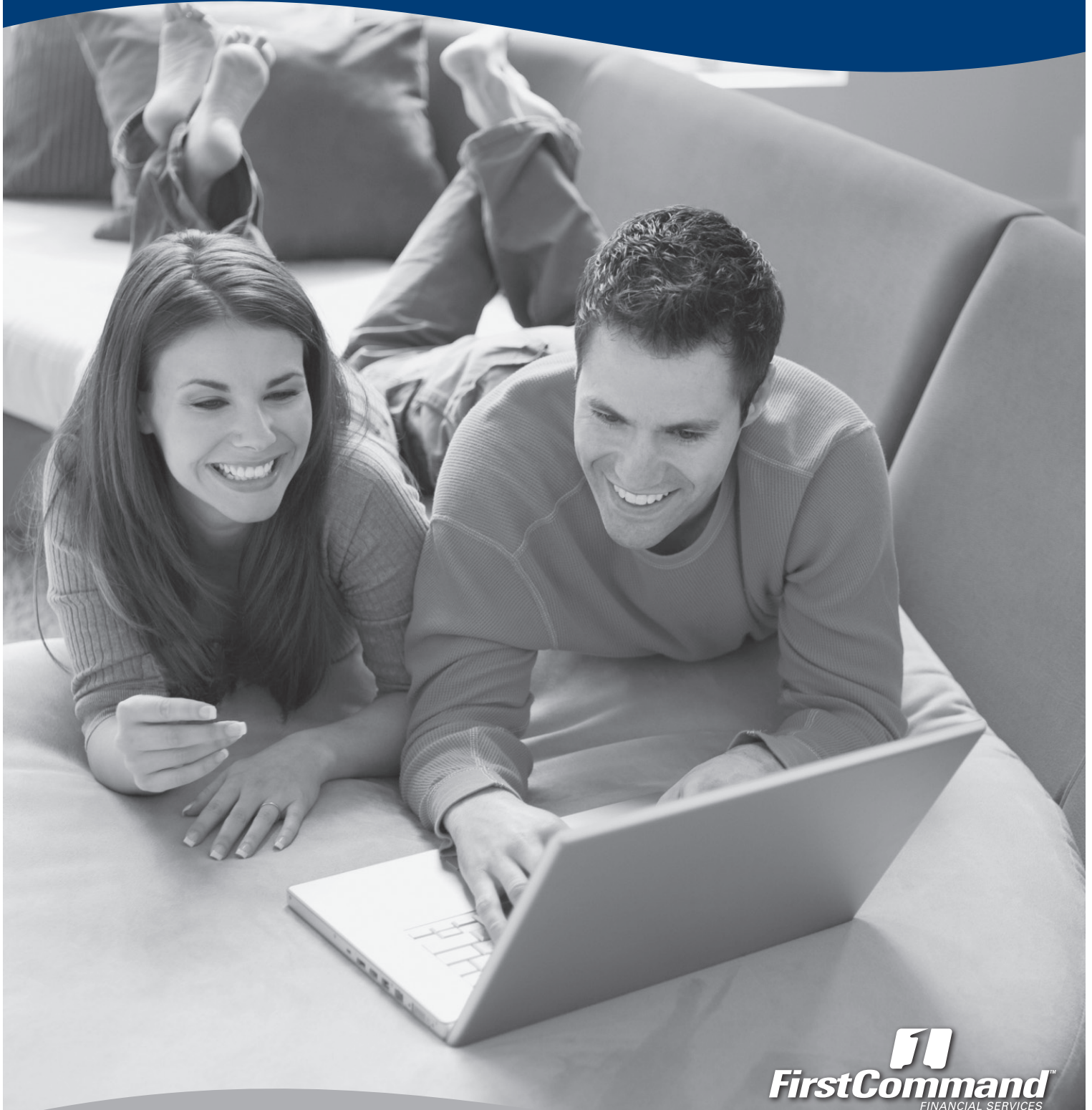


Description Of Services

First Command Financial Planning, Inc. (Member SIPC)



DREAM BOLDLY. Plan confidently.™

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I. INFORMATION ABOUT OUR ADVISORY SERVICES

A. Who We Are

First Command Financial Planning, Inc. has been serving American families since 1958. First Command Financial Planning, Inc. is an investment adviser and a broker-dealer registered with the Securities and Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA"), all 50 states, and the District of Columbia. We are a member of the Securities Investor Protection Corporation ("SIPC").

In our capacity as an investment adviser, we offer investment management services, financial planning services, and other advice to individuals and entities. We offer advice on securities, with an emphasis on mutual funds, variable annuities, variable life insurance, and municipal funds (including Section 529 Plans). Our Financial Advisors do not offer tax or legal advice. We do, however, offer you a tax preparation service through our Home Office. This fee-based tax service prepares tax returns and provides tax advice through Certified Public Accountants.

We provide personalized investment advisory services to you through locally-based trained and licensed Financial Advisors and through our Home Office in Fort Worth, Texas. Our Financial Advisors have a wide range of business and educational backgrounds. They are required to have appropriate licenses and registrations to transact business, including FINRA registration, state securities registrations and insurance licenses, and a state Investment Adviser Representative registration. Our Financial Advisors' activities are supervised by District Advisors and Home Office personnel who are also appropriately licensed.

In our capacity as a broker-dealer, we offer mutual funds, Section 529 Plans, variable annuities, and variable life insurance products. First Command Financial Planning, Inc. will recommend itself for effecting securities transactions it recommends to clients.

B. Our Affiliated Companies

First Command Financial Services, Inc. is the parent company of First Command Financial Planning, Inc., First Command Bank and First Command Europe Ltd. First Command Financial Services, Inc. is a life insurance general agency licensed to sell in all 50 states, the District of Columbia, and Guam. In certain states, First Command Financial Services, Inc. may be registered as a separate domestic corporation. First Command Financial Services, Inc. offers life insurance; long term care insurance; disability income insurance; liability, property and casualty insurance; and annuities.

First Command Bank is a federally chartered savings and loan association regulated by the Office of Thrift Supervision and a member of the Federal Deposit Insurance Corporation ("FDIC"). Personal banking products and services offered by First Command Bank include checking and savings accounts, money market accounts, certificates of deposit, mortgage loans, automobile loans, secured and unsecured personal loans, debt consolidation loans, credit and debit cards, online banking services, and trust services. Commercial banking products and services offered by First Command Bank include commercial checking accounts, money market savings accounts, commercial loans, business credit and debit cards and online banking services.

Financial planning and other related services offered to American families residing in Europe are provided by First Command Europe Ltd. First Command Europe Ltd. is authorized and regulated by the Financial Services Authority.

C. This Brochure

This brochure contains important information about our firm and the services we offer to our advisory clients, including disclosures required

by SEC Form ADV Part II. It is not to be construed as a solicitation or an offer to buy or sell any security, product or service.

If you have any questions about the contents of this brochure or our services, please contact us at:

FIRST COMMAND FINANCIAL PLANNING, INC.
Attn: Legal & Compliance Department, DOS
1 FirstComm Plaza, Fort Worth, Texas 76109-4999 or
P.O. Box 2387, Fort Worth, Texas 76113
1-800-443-2104
Overseas, Call 817-731-8621
www.firstcommand.com

Additional information about First Command Financial Planning, Inc. is also available on the Internet at www.adviserinfo.sec.gov. You can search this site by a unique identifying number, known as a Central Registry Depository ("CRD") number. The CRD number for First Command Financial Planning, Inc. is 3641.

After initial delivery, we are required to annually offer our advisory clients, without charge, a copy of our disclosure brochure. If you desire an additional copy of this brochure any time after receiving your initial copy, please contact your Financial Advisor or visit www.firstcommand.com/pdf/DOS.pdf. You can also request a copy of this brochure by writing to the address above. We will mail this brochure to you within seven (7) days of receiving your request.

D. Advisory Agreements

In order to obtain financial planning or other investment advisory services from First Command Financial Planning, Inc., you will be required to enter into an Investment Advisory Agreement. An Investment Management Agreement will also be required for clients opening an Asset Management Solutions account (Core Investment ProgramSM or Select Investor ProgramSM). These agreements are designed to help clearly define the roles and responsibilities that you have as a client and that First Command has as a service provider. One clause in each agreement discusses how disputes between you and First Command will be resolved. The agreements require that you submit a dispute to either mediation or arbitration. By consenting to mediation or arbitration, you are not waiving any of the protections afforded to you by federal or state securities laws, rules or provisions.

First Command may update its service offerings from time to time; however, it will continue to honor its obligations under agreements entered into with existing clients until notice is provided otherwise. Existing clients who choose to take advantage of new offerings may be required to sign a new agreement.

E. Asset Management Solutions – Core Investment ProgramSM and Select Investor ProgramSM

As a registered investment adviser, First Command Financial Planning, Inc. offers two Asset Management Solutions, the Core Investment Program and the Select Investor Program. These programs require that you grant First Command Financial Planning, Inc. discretionary authority to manage your invested assets by signing an Investment Management Agreement. All transactions executed in your Core Investment Program or Select Investor Program account will be subject to the terms and conditions of the Investment Management Agreement. In other words, neither you nor First Command Financial Planning, Inc. may transact in your account other than as described in the Investment Management Agreement.

Should you decide to participate in either the Core Investment Program or the Select Investor Program, your First Command Advisor will assist you in selecting one or more of the following model portfolios based on

information you provide concerning your specific financial circumstances, including your investment objectives and risk tolerance.

The portfolios offered are listed in order from least to greatest risk:

- **Capital Preservation Model (lowest risk):** This model is suitable for investors who have short-term goals (1-3 years), can tolerate very little risk, desire current income and want to safeguard principal. The majority of the portfolio is invested in fixed income assets with little exposure to equities.
- **Conservative Growth Model:** This model is suitable for investors who have short-term to intermediate goals (3-5 years), want some growth potential but prefer modest volatility, and desire current income. The portfolio consists mostly of fixed income assets, but with a secondary emphasis on the potential for growth of principal through equities.
- **Moderate Growth Model:** This model is suitable for investors who have intermediate goals (5-8 years), are willing to sacrifice some potential for growth in exchange for less exposure to market volatility and desire some current income. The portfolio consists of an almost even mix of equities and fixed income assets.
- **Wealth Building Model:** This model is suitable for investors who have intermediate to long-term goals (7-10 years) and are seeking to build wealth using a diversified approach which may sacrifice some potential for growth in exchange for less exposure to market volatility. The portfolio consists mostly of equities.
- **High Growth Model:** This model is suitable for investors who have long-term goals (10 years or more), are seeking the highest potential return for a long-term investment, and can accept the risks of market fluctuation. It still maintains some of the risk reduction benefits of investments in fixed income assets, although only to a small degree.
- **Aggressive Growth Model (greatest risk):** Like the high growth model, this model is suitable for investors who have long-term goals (10 years or more), are seeking the highest potential return for a long-term investment, and are willing to accept more risk and the effects of market fluctuation. This portfolio consists almost entirely of equities.

The model portfolios consist of mutual funds and are designed using asset allocation and diversification strategies to help you pursue investment opportunities and manage risk. For each of the model portfolios listed above taxable and tax-sensitive options are offered. Additional model portfolios may be added over time.

We will periodically rebalance your account. Rebalancing will be accomplished by selling over-weighted investment assets and purchasing corresponding amounts of under-weighted investment assets. We may schedule rebalancing to allow for payment of fees, estimated taxes or withdrawals prior to rebalancing. Rebalancing may cause taxable events in non-tax qualified accounts and could create a taxable gain or loss.

On at least an annual basis, your Financial Advisor will attempt to schedule a financial review with you to review your account. During reviews, your personal financial information will be updated. Reviews may also be conducted more frequently if requested by you, or if a periodic report raises questions about your portfolio. You should contact your Financial Advisor any time a material change in your circumstances occurs which might affect the manner in which your assets should be invested. A revised model portfolio recommendation will be made, if changes to your circumstances warrant.

Custody of Assets and Execution of Trades. First Command Bank is the current custodian of assets invested in Asset Management Solutions accounts. Transactions are executed and settled through an omnibus account in the name of First Command Bank via a third-party broker-dealer.

On or about July 31, 2010, all Asset Management Solutions accounts will be moved from First Command Bank to Pershing LLC. Thereafter, Pershing LLC will be the custodian of assets and execute and settle all trades for all existing and new Asset Management Solutions accounts. Pershing LLC and First Command Financial Planning, Inc. are not affiliated entities.

Services. The following services are included as part of the Core Investment Program and the Select Investor Program:

- Asset Management (as described above)
- Quarterly account statements that will include all investment positions, market values and transactions.
- Annual tax reports for use in preparing federal and state tax returns.
- Online quarterly portfolio performance reports
- Online quarterly economic and market summaries
- No-cost First Command Bank Checking and Money Market Savings Accounts (overdraft, stop-payment, and similar fees may apply).

In addition to the above services, Select Investor Program clients will also receive:

- Enhanced diversification of assets.*
- Automatic bill payment option.
- Payment of estimated tax payments option.

*Diversification refers to a strategy designed to reduce exposure to risk by combining a variety of investments which are unlikely to all increase or decrease in value at the same time. In order to provide you enhanced diversification, Select Investment Program portfolios will contain additional or different mutual funds that are not contained in the Core Investment Program. In general, Select Investor Program portfolios contain approximately 11-15 different mutual funds from various fund families, while Core Investment Program portfolios contain approximately 8-10 different mutual funds from various fund families.

If you elect to move assets into the Core Investment Program or Select Investor Program by liquidating existing investment accounts, it is possible that the liquidation of the existing investment accounts could create a taxable event for you. Depending on the cost basis of those accounts, you could have a gain or loss which may affect your tax situation. First Command Tax Services can help you determine the tax consequences of liquidating your existing accounts and moving your assets to the Core Investment Program or the Select Investor Program. You are charged for the cost of this tax basis calculation, but are refunded up to 30% of that cost if you transfer those assets into the Core Investment Program or the Select Investor Program. You should carefully explore your tax situation with your tax advisor before making a decision to move assets.

Minimum Account Requirements. The minimum initial requirement to participate in the Core Investment Program is \$50,000 per registration type. The minimum initial requirement to participate in the Select Investor Program is \$100,000 per registration type. Core Investment Program accounts that fall below \$40,000 and Select Investor Program accounts that fall below \$80,000 due to withdrawals may be liquidated and the proceeds sent to the owner.

Asset Management Fees. This is the fee we charge for the day-to-day management and oversight of your Core Investment Program or Select Investor Program account. Fees are non-negotiable, and will be assessed quarterly in arrears based on assets under management as of the last day of each calendar quarter. Fees will be assessed to the termination date of the account.

The Core Investment Program and the Select Investor Program are mutual fund asset allocation programs. They are not wrap fee programs as all client assets are allocated among mutual funds and there are no per-transaction fees.

The annual asset management fee for the Core Investment Program will be calculated as follows:

Annual Fee	Assets Under Management
1.15%	\$50,000 - \$100,000
Plus 1.10%	Of the Next \$100,001 - \$250,000
Plus 1.00%	Of the Next \$250,001 - \$500,000
Plus 0.75%	Of the Next \$500,001 - \$1 million
Plus 0.60%	Of the Next \$1,000,001 - \$2 million
Plus 0.40%	Of the Next \$2 million and greater

The annual asset management fee for the Select Investor Program will be calculated as follows:

Annual Fee	Assets Under Management
1.25%	\$100,000 - \$250,000
Plus 1.10%	Of the Next \$250,001 - \$500,000
Plus 0.85%	Of the Next \$500,001 - \$1 million
Plus 0.70%	Of the Next \$1,000,001 - \$2 million
Plus 0.50%	Of the Next \$2 million and greater

If you invest in both the Core Investment Program and the Select Investor Program, you may aggregate together the assets you have invested in these programs for purposes of qualifying for a lower annual asset management fee. In this case, your management fees will be calculated using a blended fee structure for both programs. We will: (1) first calculate the management fee that would result if all assets were held in each program; (2) and then determine the percentage of assets held in each program compared to all AMS assets; (3) finally, the percentage realized for each program in step '(2)' will be applied to the management fee determined for that program in step '(1)' to arrive at the final prorated Select Investor Program and Core Investment Program management fees.

We reserve the right to maintain prior fee schedules for existing clients and to offer fee discounts to our employees or employees of our affiliates.

Other Program Costs. First Command Financial Planning, Inc. may incur certain fees pursuant to its relationship with Pershing LLC related to requested services and specific account actions. These fees will be passed along to you after being adjusted to take into account our compensation. Below is a schedule of such fees:

Closing Account Fee (non-IRA)	\$50.00
Returned ACH Fee	\$30.00
Stop Payment Fee	\$20.00
ACAT Fee	\$50.00
Wire Fee (U.S.)	\$25.00
Wire Fee (Foreign)	\$30.00
Courier Fees	
Overnight Standard	\$12.00
Saturday	\$18.00
Foreign	\$25.00
Certified Check Request	\$12.00
Certified Check Request (Saturday)	\$18.00
Insufficient Funds	\$25.00
Inactive Account	\$25.00

In addition, First Command Bank will charge a \$35 per account annual maintenance fee and a \$75 termination fee for the administrative services it performs as custodian of your IRA. (These fees are not applicable if you do not have an Asset Management Solutions account that is registered as an IRA.) Please note that while First Command Bank will resign as custodian of your assets for purposes of Rule 206(4)-2 of the Investment Advisers Act on or about July 31, 2010, First Command Bank will remain the custodian of your IRA account for purposes of section 408(n) of the Internal Revenue Code. In other words, after this

date, Pershing LLC will hold your assets and provide certain other services related to your IRA and First Command Bank will continue to maintain your IRA Custodial Agreement and provide you with important disclosure information regarding your IRA account.

You may also pay certain costs related to the underlying expenses of the mutual funds in which we invest your assets. These fees are charged by the mutual fund companies and disclosed in fund prospectuses and other offering documents. You will not pay front-end or back-end sales charges. Mutual fund shares will be purchased at Net Asset Value ("NAV") without custodian fees. The appropriate share class will be determined by the Investment Management Team after considering the underlying expense ratio of the fund as well as other relevant factors. Any Rule 12b-1 distributions or service payments from mutual fund companies received by us will be credited to your account(s).

The Core Investment Program or Select Investor Program may cost more or less than purchasing such services separately. Some factors that bear upon the relative cost of the programs are:

- Ability for you to purchase fund shares outside of the program at NAV based on existing mutual fund relationships.
- Elimination of separate custodian fees.
- Payment of management fee.
- Tax impact of transferring assets from one fund to another to meet asset allocation goals.

If you currently own assets in a systematic investment plan, or any other mutual fund, you may have other alternatives with lower fees than moving those assets into the Core Investment Program or Select Investor Program.

Compensation to Your Advisor. Both First Command Financial Planning, Inc. and your Financial Advisor will receive a portion of the asset management fee. Our Financial Advisors will receive from 30 to 40 percent of the fees paid from your account. This compensation is paid to Advisors for consultation and other services to you. The amount paid to your Advisor is initially less than if you had purchased the same funds outside the program. However, for assets remaining in the program for the long term, your Advisor's compensation may be more than would be received if you had purchased the funds outside the program. Your advisor may therefore have a financial incentive to recommend the Asset Management Solutions program over other programs and services.

Other Compensation to First Command Related to the Asset Management Solutions Program. In addition to the above-described fees, we may receive the following additional types of compensation related to your Asset Management Solutions account:

- **Omnibus Record Keeping Fees.** First Command Financial Planning, Inc. and First Command Bank currently receive Omnibus Record Keeping Fees in accordance with agreements with some mutual funds. These fees are for purposes of reimbursing us for the administrative costs of setting up and maintaining your Asset Management Solutions accounts, thus relieving the mutual fund companies of this responsibility.
- **Revenue Sharing.** Pershing LLC may receive servicing fees from the underlying mutual funds in which you are invested if such funds participate in Pershing's mutual fund no-transaction-fee program (FundVest®). Pershing LLC may share a portion of such fees with First Command Financial Planning, Inc. in accordance with an asset-based formula. These fees can be considered revenue sharing and may be a significant source of income for Pershing LLC and First Command Financial Planning, Inc.

We do not share any of the above-described compensation with your Advisor; therefore, your Advisor does not consider such fees when

deciding whether to recommend the Asset Management Solutions program to you.

Receipt of Issuer Materials. Pursuant to the authority you grant to us in the Investment Management Agreement, we will receive prospectuses, offering documents, information statements, proxies, annual reports, and other materials issued by the mutual fund companies on your behalf. Should you desire to review these materials at any time, you may contact your Financial Advisor or First Command at 800-443-2104.

Responsibility to Vote Proxies. We maintain a Proxy Voting Policy which reflects our duty as a fiduciary to vote proxies in your best interests. In the event of a material conflict of interest with proxies related to your holdings, we will generally vote in support of the recommendations made by the Fund's Board of Directors. We maintain relevant and appropriate proxy records as part of our Proxy Voting Policy. If you would like to receive a copy of our Proxy Voting Policy or specific voting records for proxies related to your holdings, please write to:

Associate Director, Asset Management Solutions
Attn: Proxy Voting Policy
1 FirstComm Plaza, Fort Worth, TX 76109-4999

Our Investment Management Team. Our Investment Management Team serves as the portfolio manager for all model portfolios within the Asset Management Solutions program. It is responsible for managing and continuously reviewing the investments within the model portfolios. A mutual fund may be replaced at any time the Investment Management Team determines it no longer meets the requirements of the model portfolio. Reasons for replacement may include change of investment objective, manager, or fund performance. Replacing a mutual fund will be a taxable event in non-tax qualified accounts and could create a capital gain or loss. Our Investment Oversight Committee is responsible for overseeing changes to the model portfolios made by the Investment Management Team.

Members of the Investment Management Team and Investment Oversight Committee are chosen by the principal executive officers of First Command Financial Services, Inc. While no minimum standards are set, all members must have sufficient education and experience to perform their job functions. Members may be added or removed from the Investment Management Team or the Investment Oversight Committee whenever the principal executive officers of First Command Financial Services, Inc. determine that such changes are in the best interests of the Asset Management Solutions program and its clients. As salaried employees of First Command Financial Services, Inc., members of the Investment Management Team and Investment Oversight Committee do not receive a portion of the annual asset management fee.

Performance information. Clients are provided inception-to-date performance information regarding their specific accounts on their quarterly portfolio performance report. Such reports are made available online via our Web Portal, "CommandCenter". Where applicable, quarter-to-date, year-to-date, one year, three year and five year performance information is also provided. Three year, five year and inception-to-date performance information are reported as annualized numbers. Total return is calculated based on the Daily Valuation Method of time-weighting, includes any market value appreciation or depreciation as well any interests or dividends, and is net of asset management fees. All performance information represents past performance and does not guarantee future results. Investment return and principal value of an investment fluctuate so that an investor's shares, when redeemed, may be more or less than their original cost.

Performance information for the actual model portfolios is reviewed by the Investment Management Team. This information is used internally

to monitor performance of each model allocation but is not used in advertising or sales literature.

Ex-Dividend Date. Investors into a First Command Asset Management Solutions portfolio should be aware that the law requires that mutual funds distribute at least 98% of their ordinary income and capital gain income annually. In many cases these distributions are paid on a monthly or quarterly basis; however, many funds make disproportionately large distributions in December. The "ex-dividend date" is the date on which a fund's shareholders become entitled to future payment of a distribution and the fund's net asset value (NAV) is reduced on a per share basis by the exact amount of the distribution.

Buying mutual fund shares just before the ex-dividend date can trigger unexpected tax consequences in non-tax qualified accounts. As such, prior to making an investment into an AMS portfolio, you should review the upcoming scheduled distributions of the multiple funds that are held in the AMS Portfolio and determine any potential tax consequences to you. Delaying a purchase until after the ex-dividend date may reduce your near-term tax liability. Of course, tax consequences should be one of the many factors considered when deciding to invest in an AMS portfolio. You should also consider the opportunity costs of waiting to invest, including the possibility of market fluctuation.

Termination. Both you and First Command Financial Planning, Inc. have the right to terminate your asset management relationship at any time with 30 days written notice to the other party. Upon termination, assets will remain in your account until specific liquidation or transfer instructions are received from you in good order. If we terminate the asset management relationship and you do not provide appropriate transfer or liquidation instructions by the end of the 30 day notice period, we may liquidate your account and deliver the proceeds to you by issuance of a check for the full amount of the proceeds, less any appropriate management fees.

F. Our Financial Planning Services

In addition to the Asset Management Solutions program, we offer our clients financial planning services. We work collaboratively with you and encourage you to be an active participant in all financial planning discussions. In preparing your financial plan, our Financial Advisors will gather detailed information from you to determine your existing financial condition, attitudes, goals, risk tolerance and planning horizon. We rely on you to provide us with your complete financial situation, goals and needs, as well as any updates to your situation.

The financial plan will aim to meet your objectives and will be based upon your unique situation. Prior to being presented to you, your financial plan will be carefully reviewed and approved by a series of financial professionals. When we present your financial plan, you determine whether to implement any of the recommendations provided and are under no obligation to purchase any product through First Command Financial Planning, Inc. or its affiliates.

A fee is assessed for our financial planning services for new clients. This fee is for the services, experience and judgment of our Financial Advisors, as well as the effort involved in creating and executing your financial plan. The fee is divided among your Financial Advisor, the financial professionals who supervise the development of your financial plan, and First Command Financial Planning, Inc.

Your plan may include recommendations for risk management (insurance), wealth accumulation and management (investments), and cash management (banking) depending on your unique situation. There is no advisory fee charged to personal financial planning clients for the risk-management portion of the financial plan.

Should you desire to implement the recommendations in your financial plan, you may also incur additional fees and charges such as asset

management fees (including those charged by First Command's Core Investment Program and Select Investor Program), mutual fund sales charges, commissions, or bank fees. These fees are separate from our financial planning fees, and are discussed in further detail later in this brochure.

A description of each planning service we offer and its associated initial fees is provided below:

- **First Command Gold Client Services.** These services and plans are intended for middle income clients in the asset accumulation phase of their financial life, and through ultimate retirement, and include survivor plans. The plan includes complete financial goals and risk analysis, and may provide comprehensive recommendations for risk, cash and wealth accumulation and management depending on your unique situation. The initial fee for this service will be between \$900 and \$2,000 and is valid for 12 months. The fee is negotiable and will be dependent on the complexity of the client's financial situation.
- **First Command Platinum Client Services.** These services and plans are intended for high net worth clients (clients with more than \$150,000 in annual income or greater than \$250,000 in investable liquid assets) in the asset accumulation phase of their financial life. Platinum Client services include all of the features of the Gold Client, and may also include introductory estate planning and recommendations for asset management accounts, trust services, and personal banking services. The initial fee for this service will be between \$1,800 and \$3,600 and is valid for 12 months. The fee is negotiable and will be dependent on the complexity of the client's financial situation.
- **First Command Platinum Premium Client Services.** These services and plans are intended as comprehensive retirement income and estate transfer plans for high net worth clients and include asset transfer planning, trust planning, trust management, gifting, charitable giving, generation skipping planning, IRA beneficiary planning, and personal banking. The initial fee for this service will be between \$3,000 and \$6,000 and is valid for 12 months. The fee is negotiable and will be dependent on the complexity of the client's financial situation.
- **"A la carte" Services.** These services are available for a fee based on the complexity of the service. A la carte services (including the Foundations Plan described below) do not include ongoing service for 12 months and other services which are applicable to clients who purchase First Command Gold, Platinum or Platinum Premium Services. A la carte services (excluding the Foundations Plan) do not represent, and are not intended to be, a complete financial plan. An a la carte service recommendation in one area stands alone, and may be different than one made in the context of a complete financial plan that considers all components of the client's individual and family status and prioritized goals. As such, the most appropriate recommendation may not be achieved.
- **Foundations Plan.** The Foundations Plan is an assessment offered as an a la carte service. It differs from other a la carte services in that it is a bundle of services that form a basic but complete integrated plan. The Foundations Plan is intended for those clients who are just beginning to plan for their financial future and will include an analysis of financial goals and risks, and may provide recommendations for wealth accumulation and management (investments), cash management (banking), and risk management (insurance). The fee for a Foundations Plan will range from \$300 to \$750. The fee is negotiable and will be dependent on the complexity of your financial situation.
- **First Command Business Owner Client Services.** These services and plans are intended for business owners concentrating on their

business and include business continuity planning, key person insurance, buy-sell agreements, multiple life disability and long term care coverage, retirement plans and other employer benefits. Additional information on business planning services, including fees, will be provided to business owners in the First Command Business Planning Description of Services.

In addition to the above planning services, we may provide investment advisory services to clients without providing a financial plan and without charging a fee for advisory services. Such services may include debt reduction recommendations, setting up appropriate savings programs through banking products, insurance and investments.

Renewal Financial Planning Fees. The initial fee for financial planning services for First Command Gold, Platinum, Platinum Premium, and Business Owner Client Services is valid for one year. All renewal fees for subsequent years will be negotiable and based on the complexity of the client's financial situation and Advisor expectations regarding the amount of effort needed to keep the financial plan up to date. The renewal fee will be calculated in the same manner as the initial fee; except that the minimum renewal fee will be no less than one-third (⅓) of the initial fee.

Discounts. First Command may discount, reduce or waive fees for financial planning services at its sole discretion.

G. Breakdown of Advisory Fees

Fees paid for Asset Management Solution services equaled approximately 82% of the total advisory billings for First Command Financial Planning, Inc. during the last fiscal year. Fees paid for financial planning services equaled approximately 18% of the total advisory billings for First Command Financial Planning, Inc. during the last fiscal year.

H. Commissions, Fees and Other Costs for Non-Advisory Services

You should be aware that the following commissions, fees and other costs may be applicable should you desire to implement recommendations made to you by First Command Financial Planning, Inc. These fees and charges are in addition to and separate from any financial planning or other advisory fees.

Commissions from Insurance and Mutual Fund Investments. Typically, there are no out of pocket sales charges paid by you for the purchase of insurance products. Nonetheless, we may receive commissions for your insurance purchases. The commission paid to us is based on a percentage of the premium paid by you.

Mutual funds do typically deduct sales charges from your investments in order to provide us with a commission as compensation for our services.

Commissions, sales charges or fees associated with your insurance and investment product purchases, if any, are specifically described in the prospectus and offering documents provided to you. Your Financial Advisor will explain these documents to you. You pay only for the products and services you decide to purchase. You do not have to purchase any insurance or investment products recommended to you if you desire not to.

Both First Command and your Financial Advisor share a portion of the commission from the investment or insurance company for any product you decide to purchase. Although there is an inherent potential conflict of interest in our acting as your investment adviser while receiving commissions as your broker-dealer and insurance agent, we will make every effort to assist you in selecting appropriate products to meet your needs and requirements. Our Financial Advisors have a fiduciary responsibility to make recommendations that are in your best interests.

You have the option to purchase the same products or similar products

from other financial service entities, which may charge more or less than we do. Although we offer no investment products exclusive to First Command apart from the Core Investment Program and Select Investor Program, we do arrange proprietary terms with some of our insurance partners in the interests of our clients.

Other Compensation We Receive From Insurance Companies. In addition to commissions, we may be eligible for various forms of incentive compensation and other non-cash awards. Incentive compensation is based upon a variety of factors that may include level of premium written, retention, or other performance measures.

Other Compensation We Receive From Mutual Fund Companies. We receive additional revenue from distribution and revenue sharing agreements with mutual fund companies. Specifically, we receive the following additional compensation from some of the mutual funds we may recommend to you:

- 12b-1 Fees are charged by mutual fund companies to help offset costs associated with the sale and marketing of a mutual fund. Those fees are usually shared with the Broker/Dealers that offer those mutual funds. For the "A" shares of most mutual funds we provide the 12b-1 fee is normally 0.25%, and First Command shares a portion of that with your Financial Advisor.
- Some mutual fund companies pay us other client servicing fees that range from 0.01% to 0.15% of net assets invested and/or funds sales. These fees are paid to us in support of the services, education and regulatory support we provide to you on behalf of the mutual funds. Currently, AIM, Fidelity Advisor, Pioneer and Franklin Templeton provide these fees to First Command. Similar arrangements may be established with additional mutual fund companies in the future. Your Financial Advisor does not receive a portion of these fees, and as such they are not a factor in deciding which funds your Financial Advisor recommends to you.
- Occasionally, one or more of our business partners may provide compensation to us for their participation in training and education sessions for our Advisors at companywide or regional meetings. They may also sponsor educational sessions we hold for our clients. This compensation is applied to the expenses of the event and is not based on any particular sales target nor is it paid to any of our Advisors.

First Command Bank Fees. First Command Bank will service the accounts that are introduced by your Financial Advisor. Fees for these accounts will be disclosed to you in writing at the beginning of your banking relationship in various disclosure documents. You should review the information provided to you carefully. First Command Bank will pay support fees to your Financial Advisor in recognition of his or her efforts to promote your banking relationship. The fees paid to your Financial Advisor will not affect the charges you pay or interest you pay or receive.

Commissions and Fees from Annuities. First Command receives a commission from the insurance company for the sale of an annuity. That commission is a percentage of the premiums you pay into the annuity and a portion is shared with your Advisor. For some annuities, First Command also receives a periodic payment from the insurance company based on the value of the account. We could be paid more for an investment into an annuity than for the same amount invested in a mutual fund.

Tax Preparation Fees. Tax preparation service fees are fully disclosed in the Client Tax Organizer. An hourly rate may also apply to special projects, but only after both parties have agreed to an initial cost estimate. Any compensation rewarded to your Financial Advisor for tax preparation participation will not affect the fees you, as a tax preparation client, are charged.

I. Code of Ethics

First Command Financial Planning has adopted a rigorous Code of Ethics that sets forth the high ethical standards of business conduct that we require of our employees and Advisors. Our Code includes applicable Federal Securities Laws, regulatory oversight, enforcement and recordkeeping provisions. A copy of our Code of Ethics is available to you upon written request to:

Senior Vice President and Chief Compliance Officer
Attn: FCFP Code of Ethics
1 FirstComm Plaza, Fort Worth, TX 76109-4999

J. Methods of Analysis, Sources of Information, and Investment Strategies

First Command employs the tenets of fundamental analysis and modern portfolio theory in choosing the investment products we recommend to you and evaluating performance.

The sources of information used include research materials prepared by organizations such as Morningstar, Inc. and the Investment Company Institute ("ICI"), financial periodicals, annual reports, prospectuses and the other documents created by the product issuers. We use the tools noted above in making our recommendations, but our recommendations are primarily built upon your goals and needs.

The recommendations generally have a long-term focus.

K. Participation or Interest in Client Transactions

First Command participates in many of the same securities that we also recommend to you for our corporate holdings and retirement plans maintained for our employees. In all instances, the positions First Command maintains are small enough to have no impact on the pricing or performance of the security.

L. Material Changes in Your Circumstances

We recommend that you inform your Financial Advisor immediately of any material changes that occur in your circumstances. Examples include a change in family status (birth, death, adoption, divorce, etc.), a change in your financial status (promotion, loss of job, disability, retirement, etc.) or a change in your investment objective or risk tolerance (graduation, mortgage pay-off, approaching retirement, etc.). Your Financial Advisor can help you make appropriate adjustments to your investments, insurance or banking products. We also recommend that you meet with your Financial Advisor at least annually to update the status of your goals, financial condition, attitudes, risk tolerance and planning horizon. As your personal financial information changes over time, you should ensure that your financial plan remains up to date.

M. Investment or Brokerage Discretion

With the exception of accounts maintained by the Core Investment Program and Select Investor Program, First Command Financial Planning will not exercise any discretion over your investment accounts. This means that we have no authority to buy or sell any security without your specific authorization. All transactions are done or executed only with your prior approval.

N. Principal Executive Officers and Chief Compliance Officer

The following lists the education and employment histories of the principal executive officers and Chief Compliance Officer of First Command Financial Planning, Inc.:

John Scott Spiker	Year of Birth: 1955
<u>Education:</u>	
U.S. Naval Academy, Annapolis, MD	
1973 - 1977	B.S.
University of Chicago Graduate School of Business	
1982 - 1984	M.B.A.

Employment:

First Command Financial Services, Inc.	
08/2007 - Present	CEO/Officer/Director
First Command Financial Planning, Inc.	
08/2007 - Present	Officer/Director
Destiny Health	
01/2004 - 06/2006	President/CEO

Martin Robert Durbin

Year of Birth: 1960

Education:

University of Texas, Arlington, TX	
1979 - 1983	B.B.A.
Certified Public Accountant	
1985	C.P.A.
University of Texas, Arlington, TX	
1985 - 1986	M.B.A.

Employment:

First Command Financial Services, Inc.	
06/1983 - Present	EVP/COO
First Command Financial Planning, Inc.	
06/1983 - Present	Officer/Director
First Command Life Insurance Company	
03/2002 - Present	Officer/Director
First Command Europe Limited	
07/2006 - Present	Director

Michael John Wheeler

Year of Birth: 1949

Education:

Naval Academy Prep School, Newport, RI	
1967 - 1968	Diploma
U.S. Naval Academy, Annapolis, MD	
1968 - 1972	B.S.

Employment:

First Command Financial Planning, Inc.	
03/2007 - Present	EVP/Officer
First Command Financial Services, Inc.	
02/1978 - Present	Officer

Michael Francis Morrison

Year of Birth: 1957

Education:

University of Texas, Arlington, TX	
1977 - 1980	B.B.A.
Certified Public Accountant	
1980	C.P.A.

Employment:

First Command Financial Services, Inc.	
05/1995 - Present	EVP/Officer
First Command Financial Planning, Inc.	
05/1995 - Present	Officer/Director
First Command Bank	
04/1998 - Present	Officer

John Paul Quinones

Year of Birth: 1950

Education:

McNeese State University	
1969 - 1973	B.A.
Pepperdine University	
1979 - 1980	M.A.
Webster University	
1992 - 1993	M.A.

Employment:

First Command Financial Services, Inc.	
07/2002 - Present	EVP/Officer
First Command Financial Planning, Inc.	
07/2002 - Present	Officer

Hugh Alan Simpson

Year of Birth: 1959

Education:

University of Kansas, Lawrence, KS	
1977 - 1981	B.S.
University of Texas, Austin, TX	
1981 - 1984	J.D.

Employment:

First Command Financial Services, Inc.	
06/2005 - Present	EVP/Officer
First Command Financial Planning, Inc.	
06/2005 - Present	Officer
Cash America International, Inc.	
12/1990 - 05/2005	Officer

Terri Rae Kallsen

Year of Birth: 1968

Education:

College of St. Benedict	
1990	B.S.
University of Wisconsin	
1999	M.S.
Certified Financial Planner	
9/2005	C.F.P.

Employment:

First Command Financial Services, Inc.	
09/2009 - Present	EVP/Officer
First Command Financial Planning, Inc.	
09/2009 - Present	Officer
USAA	
01/2005 - 09/2009	SVP

Adán Doroteo Araujo

Year of Birth: 1967

Education:

Saint Peter's College, Jersey City, NJ	
1984 - 1988	B.S.
Rutgers School of Law, Newark, NJ	
1990 - 1993	J.D.

Employment:

First Command Financial Services, Inc.	
04/2005 - Present	CCO/SVP/Officer
First Command Financial Planning, Inc.	
04/2005 - Present	Officer

O. Investment Oversight Committee

The following lists the members of the Investment Oversight Committee. These individuals are responsible for overseeing changes made by the Investment Management Team to the Asset Management Solutions model portfolios. The education and employment history for individuals who are also listed in the Principal Executive Officers section above is not repeated below.

John Scott Spiker**Martin Robert Durbin****Hugh Alan Simpson****Michael Francis Morrison****Julia Lea Eubanks, CFP®**

Year of Birth: 1965

Education:

University of Texas, Arlington, TX	
1993	B.B.A.
Certified Financial Planner	
2005	C.F.P.

Employment:

First Command Financial Planning, Inc.	
6/1993- Present	Associate Director
First Command Bank	
2/2004 - 9/2005	Assistant VP

Christopher David Sawyer, CFA® Year of Birth: 1974
Education:
 Texas Christian University
 2004 B.B.A.
 Chartered Financial Analyst
 2005 C.F.A.
Employment:
 First Command Financial Services, Inc.
 1999 - Present Senior Portfolio Manager
 First Command Bank
 6/2004 – 8/2005 Trust Investment Manager

Lori Ann Sidrony, CFP® Year of Birth: 1963
Education:
 SMU Cox School of Business, Dallas, TX
 2007 M.B.A.
 University of Texas at Arlington, Arlington, TX
 1992 B.A.
 Certified Financial Planner
 1998 C.F.P.
Employment:
 First Command Financial Services, Inc.
 12/2007 - Present SVP/Officer
 First Command Financial Planning, Inc.
 12/2007 - Present Officer
 1st Global
 6/2003 - 11/2007 Senior Manager

William David White Year of Birth: 1955
Education:
 University of Texas, Austin, TX
 1973 - 1977 B.B.A.
 Texas Christian University, Fort Worth, TX
 1977 - 1982 M.B.A.
Employment:
 First Command Financial Services, Inc.
 11/1993 - Present SVP/Officer
 First Command Bank
 11/1997 - Present Officer

Douglas Charles Worrell Year of Birth: 1958
Education:
 North Texas State University, Denton, TX
 1981 B.B.A.
 Certified Public Accountant
 1982 C.P.A.
Employment:
 First Command Financial Services, Inc.
 2007 - Present VP/Treasurer
 First Command Financial Planning, Inc.
 2007 - Present Officer
 Walter Mortgage Company
 2005 - 2007 VP/Controller
 Summit Bank Fort Worth
 2001 - 2005 Vice President

P. Investment Management Team

The following lists the members of the Investment Management Team. These individuals are responsible for managing and continuously reviewing the model portfolios within the Asset Management Solutions program to determine if any changes are necessary. The education and employment history for individuals who are also listed in the Investment Oversight Committee Section above is not repeated below.

Christopher David Sawyer, CFA®

Janine S. Cavasar Year of Birth: 1962
Education:
 LeTourneau University, Longview, TX
 1995 B.S.
Employment:
 First Command Financial Services, Inc.
 10/1989 - Present Investment Analyst

Joshua P. Walshe, CFA® Year of Birth: 1979
Education:
 The University of Texas at Dallas, Richardson, TX
 2001 B.S.
 Chartered Financial Analyst
 2006 C.F.A.
Employment:
 First Command Financial Services, Inc.
 10/2008 - Present Sr. Investment Analyst
 Stanford Group Company
 11/2007 – 10/2008 Investment Analyst
 Bank of New York
 7/2001-11/2007 Investment Analyst

II. OUR CUSTOMER IDENTIFICATION PROGRAM

To help the government fight the funding of terrorism and money laundering activities, we have implemented an Anti-Money Laundering Program which includes knowing the identity of our customers. In order to satisfy our obligation, we will ask for your name, address, date of birth, social security number and/or other information that will allow us to identify you. We may also ask for a copy of your driver's license, military identification card or other identifying documents. If you do not provide the information requested or we cannot verify your identity, we may not be able to establish or continue a relationship with you or carry out transactions for you.

III. FIRST COMMAND PRIVACY POLICY

The First Command Privacy Policy is designed to explain what type of information we collect, how it is used, and with whom and under what circumstances it will be shared. Current clients will receive a current copy of the First Command Privacy Policy on an annual basis. Additionally, it is available on the Internet: www.firstcommand.com and www.firstcommandbank.com.

The First Command Privacy Policy applies to First Command Financial Services, Inc., and its wholly owned subsidiary companies, including First Command Financial Planning, Inc. and First Command Bank (together the "First Command Family of Companies").

If you have any questions about the privacy, security and protection of your information, you may write to the First Command Legal and Compliance Department, Attn. Privacy Policy, 1 FirstComm Plaza, Fort Worth, TX 76109-4999 or call 800-443-2104.

This notice replaces any previous notices provided to you by us about the privacy, security and protection of information. We may amend this notice at any time. We will inform you of changes as required by law.

A. Collection of Information

We collect information about you to provide you with superior customer service, save you time, better respond to your needs, and manage our business and risks. We collect information about you from the following sources:

- Directly from you on forms, applications, and other similar documents; via the Internet; by telephone; or otherwise. Examples of this type of information includes your name, address, names of family members, marital status, Social Security Number, employment information, and financial situation, etc.

- From transactions with us or with companies through which we provide you products and services. For example, account balances, holdings, and history (bank, mutual fund, annuity, etc.); insurance coverages, limits, rates, beneficiaries, and claims history.
- From consumer report agencies, such as information relating to your creditworthiness, your credit score, credit usage, and claims history.
- From third parties to verify the information you have given us and protect against fraudulent activity as required by law.

B. Protecting Your Information

Keeping your information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards that comply with federal regulations to protect your information. We limit access to customer information to those employees and others who have a business reason to know this information. We maintain strict internal policies against unauthorized disclosure or use of client information. Even if you are no longer a customer, we will treat your information in the same manner as if you were still a customer.

C. Information Sharing With Third Parties

Individuals or companies outside the First Command Family of Companies are considered third parties. We will not share your information with third parties so they may market their products to you. Accordingly, you do not need to tell us to refrain from sharing your information with third parties.

We may share the information we collect about you as described above with third parties only as permitted or required by law. For example, we may share information:

- With service providers that assist us with a variety of business activities, including marketing on our behalf, customer service, account administration, online support, and research.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To process your requests or provide services regarding a financial product or service you request or authorize (such as mutual funds, financial planning services, insurance, deposit accounts, loans, credit cards, etc.). Companies with whom we may share your information in this regard include mutual fund companies, insurance companies, banks, and transfer agents which maintain your accounts.
- With government entities in response to subpoenas or regulatory requirements.
- With consumer reporting agencies and/or credit bureaus.
- Pursuant to your written consent.

All third parties with whom we share your information are required to protect the confidentiality of the information provided by us and may only disclose such information as permitted by law.

D. Information Sharing Within the First Command Family of Companies

We are required to inform you of your rights to limit our ability to share information within our Family of Companies. Your rights are described below:

- You may direct us not to share information about your creditworthiness received from you or others (such as information from your application or your employment or credit history) within our Family of Companies. However, even if you direct us not to share information about your creditworthiness, we may still share certain other information about you within our Family of Companies as permitted by law (such as your name, address, transactions or balances with us, or survey results).

The reason you share your information with us is so that we may use your information to determine whether the investment, insurance and banking products and services we offer are a good fit for you

and to provide you with recommendations and service for these products and services. In order to accomplish this objective and provide the recommendations and services you request, we may share your information within our Family of Companies to ensure that the recommendations and services we provide consider your complete financial picture and complement each other. Should you choose to exercise your right to prohibit sharing of information among our Family of Companies, we may be unable to establish or continue a relationship with you as your choice may limit our ability to serve you in this manner.

- You may also direct our companies not to market products or services to you based on information received from one of our other companies. This limitation, however, does not apply in certain circumstances permitted by law, such as if you already have a pre-existing relationship with the company desiring to market its products or services to you.

To inform us about your choices, you may write to: First Command Legal and Compliance Department, Attn. Privacy Policy, 1 FirstComm Plaza, Fort Worth, TX 76109-4999 or call 800-443-2104. Your decision will not expire until you revoke it in writing.

E. Protecting Medical and Health Information

We do not share any medical or health information with third parties or within the First Command Family of Companies, except as necessary to process transactions or services you have requested or initiated or as otherwise permitted by law. For example, we may share medical or health information you have provided to us in connection with an insurance application with insurance companies to determine your eligibility or for underwriting purposes.

F. Online Security Policy

For information regarding our online security practices, we invite you to review our Online Security Policy at www.firstcommand.com or www.firstcommandbank.com.

G. Making Sure Your Information Is Accurate

You have the right to review the information we have collected about you to ensure that it is accurate and current. You can also request corrections to any personal information maintained by us.

To review the information we collect about you, submit a request in writing to the First Command Legal and Compliance Department, Attn. Privacy Policy, 1 FirstComm Plaza, Fort Worth, TX 76109-4999. You must describe the kind of information you want to review and include your full name, address, telephone number, and date of birth. Upon receipt of your request, we will contact you within 30 business days to describe what information is available for your review. We will not provide information that we feel is privileged.

To correct information about you, send a written request as describe above, explaining your desired correction. Upon receipt of your request, we will contact you within 30 business days to inform you whether we will make the correction or tell you why we will not. We cannot correct consumer report information, such as your credit report. To do this, you must contact the consumer report agency that provided it.

IV. BUSINESS RECOVERY NOTICE

As an integral element of your financial success, we have considered at length possible serious situations which could disrupt our business and your ability to avail yourself of our services or gain access to your funds. We have considered scenarios ranging from the interruption of local utility service (power, water, telephone, etc.) to damage to one or more buildings on our campus, to disruptions that involve our entire business district or city and large-scale regional disruptions.

We will keep our contingency and business continuity plans current and effective, and will address material changes as they occur. Our plan will be formally reviewed annually. The plans outlined here are based on estimates and assumptions about possible future occurrences. The actual events may dictate some modification and, depending upon the event, substantial modification may be required. In any case, we will make every effort to ensure continued service to you.

Investment Accounts. Clients who are unable to contact our head office should attempt to contact another First Command office for information. For queries regarding investment accounts other than the Select Investor Program and Core Investment program, clients may also contact the individual fund companies directly by consulting the company Web sites or the toll-free number referenced on your confirmation statements.

Insurance Products. For queries regarding your insurance products, please contact your local First Command office or First Command's headquarters. If you are not able to reach your local First Command office or First Command's headquarters, please contact your insurance company using the information on the front cover or specification page of your policy.

Banking Products. For queries regarding your banking products, please use the following information below to contact First Command Bank. This information is also listed on the back of the Depository Agreement and Disclosure, mailed directly to all First Command Bank account owners:

First Command Bank
1 FirstComm Plaza, Fort Worth TX 76109-4999 or
P.O. Box 901041, Fort Worth, TX 76101-2041
Phone: 817-763-0000 Toll Free: 1-888-763-7600
Fax: 817-763-0557 Toll Free Fax: 1-888-763-7605
PhoneCommand: 1-888-763-7601
E-mail: info@firstcommandbank.com
Web site: www.firstcommandbank.com

V. ADDRESS CHANGES

It is vitally important that First Command have accurate contact information for you in order to provide you with the highest quality service. As your address changes over time, please feel free to use any of the options below to notify us of your new address:

On the Web

Command Center Web site (www.firstcommand.com/home) featuring password-protected access.

By mail

First Command Financial Planning, Inc., Attn. Address Change Request, 1 FirstComm Plaza, Fort Worth, TX 76109-4999

You may also use an Address Change Request form available from each office.

Telephone

First Command Client Services Department:
800-443-2104

E-mail

First Command Client Services Department:
clientservices@firstcommand.com

Contact your local First Command Office

In the office or by telephone, in conjunction with a written confirmation of your request.

Contacting FCB

For those First Command Bank clients that also have First Command Financial Planning products, you can direct that First Command Bank notify First Command Financial Planning of your new address, as well.

As a necessary measure of security, First Command will verify your identity prior to any request to update your address of record.

VI. CUSTOMER COMPLAINTS

Prompt attention will be given to all customer complaints. Customer complaints should be directed to:

First Command Financial Planning, Inc.
Quality Management Department
1 FirstComm Plaza, Fort Worth, TX 76109-4999
E-mail: QualityManagement@firstcommand.com
Telephone: 800-443-2104
Fax: 817-569-2685

VII. ADDITIONAL RIGHTS WE RESERVE

In addition to the rights expressly stated in this document and elsewhere, First Command Financial Planning, Inc. and its affiliated and parent companies reserve the right to: (1) freeze any account or policy held through us and/or suspend any services when we have received reasonable notice of a dispute regarding the account, policy or service, including but not limited to notice of a dispute between the registered or beneficial account owners or when we reasonably believe a fraudulent transaction may occur or has occurred; (2) freeze any account or policy held through us and/or suspend services upon initial notification to us of the death or incapacity of the owner until we receive required documentation in good order; (3) set off the funds in any of your accounts held through us against any due and payable debt you owe us now or in the future without your permission to do so and when permitted by law; and/or (4) terminate our relationship with you, including but not limited to resigning as the broker-dealer for your account or agent for your policy without your permission to do so, in cases of abusive or threatening conduct, or suspicious, fraudulent or illegal activity. These actions may be taken at our sole discretion.

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VIII. INVESTMENT ADVISORY AGREEMENT

First Command Financial Planning, Inc. ("First Command," "We" or "Us") is a Registered Investment Adviser. Client ("Client" or "You") has requested investment advisory or financial planning services from First Command. First Command will service Client's needs through its investment adviser representatives ("Advisor" or "Advisors"). First Command, Client and Advisor may individually be referred to as a "Party."

This Agreement ("Agreement" or "IAA") explains how First Command and its Advisor or Advisors will provide financial planning and other investment advisory services to You.

First Command and Client agree:

A. Disclosure; We will explain who We are and our services and products.

You have received a copy of First Command's disclosure brochure called the Description of Services ("DoS"). The DoS tells You about First Command and its products and services. **It is important to Us that You have the opportunity to ask your Advisor questions relating to First Command and its products and services.**

You have the right to terminate this Agreement within five (5) business days after You have signed it. In the event You decide to terminate this Agreement within five (5) business days after signing it, fees for financial planning services paid by You under this Agreement will be refunded.

Note: First Command will not charge any fee if You terminate this Agreement within five (5) business days of signature and We will return all planning fees. However, if You purchase securities prior to termination it will result in sales charges or commissions, redemption or other fees upon cancellation of the purchase and possible changes in the investment's market position, either positively or negatively, all of which shall be your sole responsibility.

B. How We will serve You; our Financial Planning Services.

We will provide financial planning or other investment advisory services to You. This may include writing a comprehensive financial plan. We will ask You to provide information and financial data ("information"). It is important that the information You give to the Advisor is complete and accurate in all respects. A financial plan and/or other recommendations will be prepared based on the information You provide on the questionnaires, documents and developed in interviews with the Advisor. A Financial plan will address your current financial circumstances and goals, and may include recommendations to address the goals through wealth accumulation and management (investments) and cash management (banking services). We may also give You suggestions to manage risk (insurance). Although You may receive a financial plan, **We will not provide continuous monitoring of your financial situation or specific accounts.**

In the event your circumstances change in any manner that You believe to be material or significant, You should call or write Us and explain the change. A material change is one of real consequence for your financial situation and is essential for Us to know and consider in providing guidance on important matters for You.

If You purchase a Full Service Level Plan described below, We will provide to You for a twelve (12) month period beginning with the date of this Agreement (the "Service Period") the following Tailored Professional Services, based on the Advisor's judgment as to your needs.

A. Reasonable personal or telephone access to the Advisor for continued financial advice.

B. A comprehensive financial plan that may include cash

management (banking) and wealth accumulation and management (investments). We may also make suggestions to manage risk issues (insurance). We will provide plan updates within the selected level of service.

- C. Full access to First Command's Web features, as well as reviewing *My Financial Journey*™ with your Advisor during appointments.
 - D. Two comprehensive financial reviews or "progress meetings" with your Advisor within the Service Period.
 - E. Income Tax Preparation Services and "cost basis calculations" through *First Command Tax Services* at a reduced rate for the Service Period.
 - F. When appropriate, and with your consent as explained in paragraph '9,' below, bringing together other professionals into a "deliverables team" to provide more complete service. This may include a CPA/accountant or tax analyst, estate planner or attorney, real estate specialist and financial product specialists.
- Note:** the fees paid under this Agreement will not cover the other professionals on the deliverables team who will bill separately for their services.

C. The Levels of Service You may Select.

First Command offers several levels of service for financial plans. These range from the standard but complete *Gold* level to the much more complex *Platinum Premium* level. The levels are described below. You should consult closely with your First Command Advisor to determine the appropriate service level for your circumstances. The fee charged is based on the nature of the client's circumstances, the complexity of the planning (including the necessity of discussions with other professionals) and the time required to create and implement the plan, as well as the other services over the twelve month period. A listing of the costs for the various levels is included in "The Full Service Level Plans" below. A level of service is purchased for twelve (12) months. Renewal fees and your rights and options if You are a current First Command client are discussed below (see "Fees for Existing Clients").

Finally, a list of stand-alone, or a la carte financial planning services, that may be purchased outside of a full service level plan and the cost of each such stand-alone service are included at the end. This listing of a la carte planning services also describes the relationship of the stand-alone services to the comprehensive services bundled in the full service level plans.

1. The Full Service Level Plans:

- **First Command Gold**

This level is for middle income clients in the asset accumulation or retirement phase of their financial life and includes survivor plans. The plan describes your complete financial goals and may provide comprehensive recommendations for cash and wealth accumulation and management and our suggestions for insurance products to manage risk. This plan may also include basic retirement income and estate planning services.

- **First Command Platinum**

This level includes all features of the *First Command Gold* plus comprehensive planning for high net worth individuals in the asset accumulation phase of their financial life; giving consideration to survivor plans for these clients. High net worth Clients have more than \$150,000 in annual income or investable liquid assets greater than \$250,000. Platinum Client services provide introductory estate planning and may include recommendations for asset management accounts through First Command's Core Investment Program and Select Investor Program and trust services. A person who is eligible for and selects participation in the Core Investment Program and Select Investor Program must review and sign separate paperwork

including an Investment Management Agreement.

- **First Command Platinum Premium**

This level includes all features of the *First Command Platinum* plus comprehensive retirement income and estate transfer plans for high net worth clients. This plan may include portfolio management, asset transfer planning, trust planning, trust management, gifting, charitable giving, generation skipping planning and IRA beneficiary planning. This level is appropriate for individuals moving into ultimate retirement or who need to begin retirement income or comprehensive estate planning.

2. Explanation of Financial Planning Fees:

The cost for planning and advisory services is for Wealth Accumulation and Management (investments) and Cash Management (banking) only. No part of the cost covers or relates to insurance, although insurance options may be included in a written plan. Insurance products and services are compensated through insurance commissions only.

If You buy a Full Service Level program and subsequently desire a higher service level (for example, increasing from Gold to Platinum), You may at any time during the Service Period discuss with your Advisor the advisability and benefit, if any under your circumstances, of moving to a different level. Your Advisor will calculate and explain the additional fee for the expanded services, giving you credit for the prior level of service fee already paid. If after conferring with your Advisor You move to an upgraded level and no additional fee is assessed, the twelve month Service Period will continue without change. In the event a fee is assessed at the time You move to an upgraded level, then a new Service Period will begin.

After the initial twelve (12) month Service Period You may continue the full service relationship with First Command for each subsequent twelve (12) month Service Period upon payment of a renewal fee based on the complexity of your financial situation and your Advisor's expectations regarding the amount of effort needed to keep the financial plan up to date. The renewal must be paid not later than ninety (90) days from the end of the prior twelve month period (the initial period begins at the date of the Agreement). If You do not renew, We will continue to provide service on your existing products, but no additional financial planning or advisory services will be conducted unless You purchase a new Full Service period or a stand-alone, a la carte, service.

Service on existing products would include:

1. Discussions of product features and functions;
2. Servicing the products, such as re-registrations, change in beneficiaries, claims service, complaints, death or divorce;
3. Payment management assistance; and
4. Web access to Command Center

Service on existing products would not include:

1. Periodic financial reviews;
2. Access to an Advisor other than for servicing of products;
3. Access to *My Financial Journey*; and
4. Updated investment advice

3. Fee Schedule for Full Service Level Plans:

<u>Full Service Plan</u>	<u>Initial Fee</u>	<u>Renewal/Subsequent 12 Month period</u>
Gold	\$ 900 to \$2,000	\$ 300 to \$2,000
Platinum	\$1,800 to \$3,600	\$ 600 to \$3,600
Platinum Premium	\$3,000 to \$6,000	\$1,000 to \$6,000

The financial planning fee You pay to First Command is for the training, experience and judgment used in providing the advisory services and in creating your financial plan. You may also pay

commissions and/or management or service fees for products or services described in the financial plan and purchased by You. You are not obligated to purchase any products or services recommended by First Command or your Advisor and will only incur fees, commissions or sales charges for the products purchased.

4. Fees for Existing Clients:

We will continue to honor our obligations under current Investment Advisory Agreements with existing clients. As such, if You do not wish to purchase a Full Service Level Plan described above, and You signed in the past an Investment Advisory Agreement with First Command that remains in force, You will continue to receive financial planning services in the same or a comparable manner at the fee structure in your existing IAA. Should You choose to purchase one of the Full Service Level Plans described above, You must sign this new Investment Advisory Agreement replacing the prior IAA and pay any new fees described.

You must also sign this IAA if you want additional services under your prior plan (which does not include any of the Tailored Professional Services described in this IAA) or services for your existing securities products, but have not previously signed an IAA with First Command. In these situations the fees described in this IAA will not be charged to you.

If You became a financial planning client and paid a planning fee, but have not yet received a written Financial Plan, you may still receive your agreed upon Plan without payment of the fees describe in this Agreement. Alternatively, You may elect to receive the expanded "Tailored Professional Services" described above in which event you will receive a credit in the amount previously paid for the financial planning services toward the purchase of one of the personal Full Service Level Plans described above. Fees paid for a la carte service purchases will not be eligible for a credit towards Full Service Level Plans. If You are a business planning client You will not receive a credit toward one of the personal plans described above as the business plan is a distinct service that is separate from the personal plans.

Existing Core Investment Program and Select Investor Program Clients will continue to receive service under the terms and conditions of their existing IAA and Investment Management Agreement ("IMA"). Existing Clients who move into the Core Investment Program and Select Investor Program must sign this IAA only if they have not previously signed an IAA, and the services and fees described in Sections '2' and '3' will not be charged to the Client unless a Tailored Professional Service Level Plan as described above is specifically requested by the Client. Persons who become new clients of First Command on and after March 1, 2008, and are eligible and elect to enter the Core Investment Program or Select Investor Program are subject to the initial and renewal Financial Planning fees described in this IAA in addition to management fees under the IMA.

5. Purchase of Individual or a la carte Advisory Services

You may buy individual financial planning services outside of a full service level program. These a la carte planning services are listed in attached "Schedule A," and consist of:

1. A written analysis and recommendation related to the individual planning service selected by the client.
2. Service to existing investment, banking or insurance products including:
 - A. Discussion and explanation of product features;
 - B. Servicing of products (registrations, adding or changing beneficiaries, claims service, aid in resolving changes resulting from death or divorce);
 - C. Payment management;
 - D. Web site access to Command Center;

- E. Online access to product calculators; and
- F. Updated needs analysis for insurance products.

The purchase of individual planning services **does not** include:

1. Annual financial reviews;
2. Access to a Financial Advisor except for product servicing; or
3. Updated financial planning or investment advice.

Foundations Plan

The Foundations Plan is an assessment offered as a one-time “a la carte” service. It differs from other a la carte services in that it is a bundle of assessments that form a basic but complete and integrated plan. The Foundations Plan is intended for those clients who are just beginning to plan for their financial future and will include an analysis of financial goals and risks, and may provide recommendations for wealth accumulation and management (investments), cash management (banking), and risk management (insurance). As with other a la carte services, the Foundations Plan does not include ongoing service for 12 months (i.e., updated financial planning or investment advice, plan progress meetings, access to a Financial Advisor except for product servicing, etc.), discount for First Command Tax Services and other services which are applicable to clients who purchase First Command Gold, Platinum or Platinum Premium Services. The fee for a Foundations Plan will range from \$300 to \$750. The fee is negotiable and will be dependent on the complexity of your financial situation. The fee for a Foundations Plan may not be used as a credit towards First Command Gold, Platinum or Platinum Premium Services.

Note: A financial plan is a comprehensive statement of a client’s individual and family financial status and economic goals, with recommendations to work toward the goals considering the current and future means available in light of the client’s risk tolerance. The client’s aims and means in one economic area are balanced against the goals in other areas to seek an integrated whole. With the exception of the Foundations Plan, that is not the case with purchase of the stand-alone or a la carte planning services listed above, which do not represent, and are not intended to be, a financial plan. Clients are cautioned that a recommendation for an individual planning service in one area stands alone, and is based only on the information related to the specific service purchased. The recommendation for the selected financial area or service may, in a given case, be different in the context of a full financial plan that considers all components of the client’s individual and family status and prioritized goals. In choosing a stand-alone or a la carte planning service, rather than a full and integrated financial plan considering all factors, a client assumes the risk that the most appropriate recommendation may not be achieved.

D. We will not have Custody of your Assets; We will only act at your Direction.

Neither First Command nor Advisor will hold or have custody of your assets, accounts or securities. We will not have any discretionary authority over your assets.

E. Limited Advisory Services without a Financial Plan.

We believe providing You with a complete financial plan is the best way to serve You. In certain instances, We may provide investment advisory services to clients without providing a financial plan and without charging a fee for advisory services. Such services may include debt reduction recommendations, setting up appropriate savings programs through banking products, insurance and investments.

F. We can rely on your Authority to Act.

You have the legal ability to enter into this Agreement and it is valid and binding. If You are acting on behalf of a corporation, limited liability company or partnership including a charitable organization such as a church (collectively “your company”), You state that your company has given You the authority to act. If We ask, You agree to provide other

papers to prove your authority to act.

G. How long does this Agreement Last?

This Agreement will continue unless cancelled by either You or First Command upon thirty (30) days written notice sent by one to the other.

H. We can use affiliated companies and other providers of services to help You.

First Command is a subsidiary, or part, of First Command Financial Services, Inc. (“FCFS”) and exchanges services with FCFS. First Command also exchanges services with First Command Bank, another subsidiary of FCFS. You authorize us to use corporations affiliated with First Command (an “Affiliated Company”) to help Us provide financial planning services to You. This may include insurance and banking services that You request. The Affiliated Company will be paid for providing this help. So that we may provide reasonable services to You, We will share with Affiliated Companies any information We have or may obtain about You. We will also hire any nonaffiliated companies (“Providers”) to help Us serve your needs. This will include certain banks, insurance companies, mutual fund companies, transfer agents and directly related businesses.

I. We do not provide legal or tax advice; First Command Tax Services.

Except as stated below, First Command and Advisor will not provide You with legal or tax advice. **You should seek the assistance of an attorney, CPA or other tax professional regarding the legal and/or tax ramifications of implementing the recommendations contained in your financial plan.** At your request We will assist You in securing legal, tax or other professional services provided by independent professionals, including the members of the deliverables team. The choice of which legal, tax or other expert to select is your decision. The recommendation to You of an attorney, CPA or other professional does not constitute an endorsement of the professional by Advisor or First Command. Your engagement of any professional is independent of Advisor or First Command. Since neither First Command nor Advisor control your interaction with the other professionals, You are solely responsible for all aspects of your relationship with any other professionals (including, but not limited to, independently interviewing, negotiating fee schedules, providing direction, payment terms, hiring and firing, etc.), and You agree that First Command is not responsible for your decisions or liable for the results. First Command and Advisor will work in collaboration with your legal and tax professionals. At your request, First Command will assist you in securing services from **First Command Tax Services**.

J. If We do what You tell us to, we are not responsible for the results; Indemnity if We follow your directions.

First Command and the Advisor will not be liable to You for what We do or fail to do if done in good faith in reliance on the information You have given or your instructions to Us. You agree that You will indemnify, or compensate, Us and the Advisor for losses, costs, damages, or expenses suffered, including reasonable attorneys’ fees, that result solely from any action We take based on your instructions to Us or the Advisor in preparing a financial plan and purchasing at your direction products described in the plan. These limitations on our liability do not relieve Us or the Advisor from our responsibility or liability to You that may exist under state or federal law.

K. Transfer (Assignment).

Neither You nor First Command may assign or transfer this Agreement or any part of it unless there is written consent by the Party that is not attempting to transfer it.

L. Your Privacy.

All of your private information that is collected as part of this Agreement, called nonpublic personal information, and all recommendations or suggestions will remain confidential. We will share

your nonpublic personal information only with Affiliated Companies and Providers that give direct service to Us on your behalf, and only as permitted by law. We will use commercially reasonable efforts to have all Providers agree to protect your nonpublic personal information. For more information about our privacy practices, you may review the First Command Privacy Policy which is contained in the DoS.

M. Anti-Money Laundering Representations.

Fighting terrorism and illegal activity is the responsibility of all persons. The evidence of identity and all related information You have provided in connection with this Agreement must be true and correct. You must provide any information deemed necessary by Us in our sole discretion to comply with the U.S.A. Patriot Act, the First Command anti-money laundering program and related responsibilities. In the event of delay or failure by You to produce any information requested in this Agreement or required for verification purposes, We may refuse to act.

You represent that neither You, nor any person controlling, controlled by, or under common control with You, nor any person having a beneficial interest in You or any company You represent related to this Agreement, is an individual, organization, or entity listed on the List of Specially Designated Nationals and Blocked Persons (the "OFAC Control List") maintained by the U. S. Office of Foreign Assets Control ("OFAC") (available at <http://www.ustreas.gov/ofac/t11sdn.pdf>), and that You are not investing and will not invest on behalf of or for the benefit of any individual, organization, or entity listed on the OFAC Control List.

N. Texas Law controls this Agreement.

This Agreement is governed by the laws of the State of Texas, U.S.A., without regard to Texas conflict of laws rules, and shall remain in full force and effect unless terminated as stated in Section 'G' of this Agreement. This Agreement is binding upon the persons that come to control your interests and those persons to whom You transfer this Agreement with our consent.

O. Amendments or Changes to this Agreement.

This Agreement may be amended or changed if We give You written notice of a change. Any such changes may only be done under applicable law and shall only be effective thirty (30) days after We mail written notice to You by first class mail to your last known address of record.

P. Failure to enforce this Agreement does not prevent future enforcement.

If We do not enforce a part of this Agreement in a given instance, that does not prevent Us from enforcing the same or another part in the future.

Q. Investments are subject to the risks of the marketplace; Limitation on our Liability.

Investments that You decide to make are subject to risks associated with investing in securities, including various market, currency, economic, political and business risks. We do not guarantee the performance of your investments or guarantee that our investment advice or strategies or that of any Advisor will be successful or that your investment objectives will be met. Investment advice or financial planning recommendations provided by Us or any Advisor are largely a matter of professional judgment, and neither We nor any Advisor with whom You have worked shall be liable for performance or non-performance of any investment advice or recommended investment made in good faith and with reasonable care.

R. What if there is a dispute between You and First Command?

We will attempt to settle a dispute between You and First Command or a complaint You have relating to this Agreement by working closely with You. If You are not satisfied with our efforts, disputes or complaints will be referred to mandatory mediation under the Commercial Mediation Procedures of the American Arbitration Association. The mediation will

be non-binding. If either You or First Command do not accept the result of the mediation there may be agreement for binding arbitration. Where there is no agreement to arbitrate the dispute, either You or First Command will be free to pursue any remedy to settle the dispute or complaint including a law suit. No part of this dispute resolution paragraph is intended to diminish your rights under the Investment Advisers Act of 1940 or the law of your state of residence.

S. This IAA states all of the agreements between You and First Command.

This Agreement states all of the matters upon which You and First Command have agreed. If a subject is not covered in writing in this Agreement then as between You and First Command it does not exist.

This Agreement shall not become effective until both First Command and Client agree to its terms and conditions in writing.

By signing below, First Command agrees to the terms and conditions of this Agreement.



Joseph R. Morrin, Jr., CFP®

Senior Vice President, First Command Financial Planning, Inc.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SCHEDULE A

Service Action	Fee	Service Action	Fee
FOUNDATIONS PLAN			
Financial Priorities Analysis	\$300	Charitable Gift Annuity Calculator	\$300
Asset Allocation Analysis	\$200	Charitable Lead Annuity Trust Calculator	\$300
Retirement Income Analysis	\$200	Charitable Lead Unitrust Calculator	\$300
<u>College Goals and Funding</u>	<u>\$200</u>	Charitable Remainder Annuity Trust Calculator	\$300
*Bundled price for Foundations Report \$300 to \$750		Charitable Remainder Unitrust Calculator	\$300
GOLD (includes Foundations Plan plus)		Gift Tax Calculator	\$300
Evaluate Goals and Provide Solutions	\$300	Grantor Retained Annuity Trust Calculator	\$300
Detailed Asset Allocation Evaluation	\$300	<u>Qualified Personal Residence Trust Calculator</u>	<u>\$300</u>
Current Assets Analysis for Retirement Funding	\$200	*Bundled price for Platinum Premium \$3000 to \$6000	
Analysis of Current Retirement Situation	\$400	INSURANCE	
Debt Evaluation	\$200	Auto Insurance Review and Analysis	N/A
Detailed College Education Requirements	\$200	Disability Income Analysis	N/A
Estate Preservation Evaluation	\$600	Homeowners Insurance Review and Analysis	N/A
Evaluate and Monitor Cash Flow, Assets, & Liabilities	\$300	Long-Term Care Analysis	N/A
IRA Analyzer	\$200	Survivor Needs Analysis	N/A
Comparison of Distribution Plans from Qualified Assets	\$400	Detailed Survivor Needs Analysis	N/A
Retirement Situation Projection and Analysis	\$400	Life Expectancy Calculator	N/A
Installment Sale Calculator	\$100	TAX	
IRA Conversion Calculator	\$400	Income Tax Review **	N/A
Loan Amortization Calculator	\$100		
Private Annuity Calculator	\$100		
Net Unrealized Appreciation Calculator	\$100		
Required Minimum Distribution Calculator	\$100		
SEPP(72t) Calculator	\$100		
Stretch IRA Calculator	\$100		
Time Value of Money Calculator	\$100		
Taxable VS. Tax-Deferred Calculator	\$100		
<u>Refinance Calculator</u>	<u>\$100</u>		
*Bundled price for Gold \$900 to \$2,000			
PLATINUM (includes Gold plan plus)			
Comprehensive Detailed Review of Asset Allocation	\$1000		
Comprehensive Financial Analysis	\$3,600		
In-depth College Education Analysis	\$400		
<u>Complete Review of Cash Flow and Net Worth</u>	<u>\$600</u>		
*Bundled price for Platinum \$1,800 to \$3,600			
PLATINUM PREMIUM (includes Platinum plan plus)			
Detailed Monthly Financials & Asset Allocation Analysis	\$1,000		
In-Depth Estate Planning Analysis	\$1,600		
In-Depth Comparison Current Resources and Retirement	\$1,600		

* The financial planning topics or service actions used in a particular Financial Plan will depend on the facts presented by the client. Not all topics or service actions will be relevant to or used in each plan.

** First Command does not provide tax advice except through First Command Tax Services. This module is for financial planning purposes only.

Important Note: The fees charged in this Schedule are for professional financial planning or other advisory services, and do not cover the cost of purchasing specific investment, insurance or banking products. Sales charges, banking fees or commissions will be charged to a Client in addition to the fees described in this Schedule for the purchase at Client's direction of investment, insurance or banking products.

Client Consent

1. Acknowledgement of Receipt — REQUIRED

Please check the appropriate response:

☐ I am a new client or an existing client requesting expanded advisory services. I acknowledge receipt of the Description of Services and agree to the terms and conditions of the Investment Advisory Agreement in Section VIII.

☐ I am an existing client (no service changes requested). I acknowledge receipt of the Description of Services. If I have previously signed an Investment Advisory Agreement (IAA), it will continue to be applicable to my relationship with First Command Financial Planning, Inc. If I have not previously signed an IAA, I agree to the terms and conditions of the IAA in Section VIII.

2. Payment for Service Fees

☐ Not Applicable (N/A) ☐ Payment processed through shopping cart.

☐ New ☐ Renewal Type of Plan: _____

Service Fee	\$ _____
Discount	\$ _____ (if applicable)
Tax	\$ _____ (if applicable)
Free Choice Credit ...	\$ _____ (if applicable)
TOTAL PAYMENT ...	\$ _____

I authorize First Command Financial Planning, Inc. to process a one-time payment as follows:

☐ **Check / Money Order** (payable to First Command Financial Planning)

Name on Check / MO: _____ Check / MO Number: _____

☐ **Free Choice Check:** Check Number: _____

☐ **Credit / Debit Card:** ___ Visa ___ MasterCard ___ American Express ___ Discover → (ZIP Code: _____)

Name on Card: _____ Card #: _____ Exp. Date: _____

☐ **Transfer from:** ___ FCB Account -or- ___ AMS Account (FFS #: 1004050)

Name on Account: _____ Account #: _____

3. Consent

A. Consent to Share Information: I authorize First Command Financial Planning, Inc. and its affiliated companies to release my financial information to the following parties. I understand that this consent will remain in effect until such time as I instruct First Command otherwise in writing.

☐ My spouse ☐ _____
Name of deliverables team member, other person, firm, etc. Relationship

B. Consent to Electronic Delivery: ☐ I AGREE ☐ I DO NOT AGREE to accept electronic delivery of my Financial Plan, product offering documents (e.g., prospectuses), and firm-specific disclosure documents via e-mail, CD, or DVD in place of paper delivery. If I agree, I confirm that I have the means to view such documents electronically. If I want a paper copy at any time, I will notify my financial advisor. There is no cost if I choose to request a paper copy.

Client 1 E-mail: _____ Client 2 E-mail: _____

☞ Client 1 Signature

Date

☞ Client 2 Signature

Date

Client 1 Printed Name

Social Security Number

Client 2 Printed Name

Social Security Number

Advisor Name

Number

Distribution Instructions: Mail or fax (1-800-221-3164) this form to the Home Office ONLY IF section 3A is filled out. Always retain signed original in client's local file.

Client Identity Verification

CLIENT 1:

Print Name: _____

SSN: _____ Date of Birth: _____

Address: _____

☐ Drivers License..... State: _____ Number: _____ Exp. Date: _____

☐ Military I.D. Issued By: _____ Number: _____ Exp. Date: _____

☐ Passport U.S. Citizen: __ Yes __ No Number: _____ Exp. Date: _____

☐ Other Describe: _____

CLIENT 2:

Print Name: _____

SSN: _____ Date of Birth: _____

Address: _____

☐ Drivers License..... State: _____ Number: _____ Exp. Date: _____

☐ Military I.D. Issued By: _____ Number: _____ Exp. Date: _____

☐ Passport U.S. Citizen: __ Yes __ No Number: _____ Exp. Date: _____

☐ Other Describe: _____

TO BE COMPLETED BY THE FIRST COMMAND ADVISOR

By signing below, I certify that I have verified the identification of the above-named client(s) using the government-issued document referenced above.

➞ Advisor's Signature

Date

Advisor's Printed Name

Advisor Number

Financial Documents Checklist

The checklist below outlines information needed to ensure an accurate representation of your financial picture.

Please bring all applicable documentation with you to our meeting.

Wealth Accumulation and Management

- ☐ Stocks – Most recent statements including options
- ☐ Bonds
- ☐ Mutual fund statements
- ☐ IRA statements
- ☐ 401k package information
- ☐ 403b package information
- ☐ 457 information
- ☐ 401a information
- ☐ Thrift Savings Plan (TSP) statement
- ☐ SIMPLE IRA statements
- ☐ SEP IRA statements
- ☐ Profit Sharing Plan (PSP) statements
- ☐ Annual Social Security statement
- ☐ Employee Stock Ownership Plan (ESOP) statements
- ☐ Defined benefit retirement plan information
- ☐ Deferred Compensation Plan (DCP) information
- ☐ Investment property information

Risk Management

- ☐ Life insurance policies
- ☐ Annuity information
- ☐ Employer group life insurance information
- ☐ Health insurance information
- ☐ Auto insurance declarations page
- ☐ Homeowners/Renters insurance declarations page
- ☐ Umbrella policy
- ☐ Long Term Care insurance (LTCi) policy
- ☐ Disability insurance: long- and short-term
- ☐ Business-related insurance (overhead, key man, etc.)

Cash Management

- ☐ Pay statements – Both wage earners, if appropriate
- ☐ Retirement Pay Statements (1099-R) to include:
 - ♦ Military retired pay statements (1099-R)
 - ♦ Civilian pension statements (1099-R)
 - ♦ Annuity/Insurance income statements (1099-R)
- ☐ Other income/entitlement pay statements (social security, disability, etc.)
- ☐ Bank and savings statements
- ☐ Tax returns (previous 2 years)
- ☐ Child support (receive or pay)
- ☐ Alimony (receive or pay)

Debts

- ☐ Loan information (personal and/or student)
- ☐ Auto loan/lease documents
- ☐ Credit card statements
- ☐ Real estate (mortgage statement)

Military/Government Employee

- ☐ SBP election
- ☐ VGLI/FEGLI election
- ☐ Military/government employee retirement information
- ☐ VA benefits information

Miscellaneous

- ☐ Trust documents
- ☐ General/limited partnership information
- ☐ Current state photo ID with name and identifying number
- ☐ Last will and testament, if applicable dated
- ☐ Any other pertinent financial data

Client Name: _____ Date of Appointment: _____

Financial Advisor: _____ Advisor's Phone Number: _____

A financial plan, by itself, cannot assure that all retirement or other financial goals will be met. Insurance products are offered by First Command Financial Services, Inc. Securities products are offered by First Command Financial Planning, Inc. (Member SIPC). Banking products are offered by First Command Bank. Securities products are not FDIC insured, have no bank guarantee, and may lose value.



1 FirstComm Plaza
Fort Worth, Texas 76109-4999
1.800.443.2104
info@firstcommand.com
www.firstcommand.com

In certain states, as required by law, First Command Financial Services, Inc. does business as a separate, domestic corporation.
Insurance products are offered by First Command Financial Services, Inc.
Securities products are offered by First Command Financial Planning, Inc. (Member SIPC, Member FINRA).
Banking products are offered by First Command Bank.
Securities products are not FDIC insured, have no bank guarantee and may lose value.

850 (5/10) Supersedes 850 (9/09) which should be destroyed.

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