



# Managed Accounts Program Brochure Thrivent AdvisorFlex Managed Variable Annuity<sup>™</sup> Program

October 2024

**Thrivent Investment Management Inc.**

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**This wrap fee program brochure provides information about the qualifications and business practices of Thrivent Investment Management Inc. If you have any questions about the contents of this brochure, please contact us at 800-847-4836. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (SEC) or by any state securities authority.**

**Additional information about Thrivent Investment Management Inc. is also available on the SEC's website at [adviserinfo.sec.gov](http://adviserinfo.sec.gov).**

Thrivent Investment Management Inc. is a registered investment adviser. Registration as an investment adviser does not imply a certain level of skill or training.

# AdvisorFlex Managed Variable Annuity™ Program Brochure

## Item 2—Material Changes

We made the following material change to this AdvisorFlex Managed Variable Annuity™ Brochure since our last amendment on June 26, 2024:

### Item 9 – Additional Information

Under subsection “Disciplinary Information,” the following language was added:

- In October 2024, the SEC issued an order regarding conduct Thrivent had self-reported to the SEC. Without admitting or denying the findings, Thrivent consented to the entry of an order (the “Settlement Order”) finding that it violated the Care Obligation and Compliance Obligation under Rule 15l-1(a) of the Exchange Act when making recommendations that certain of its retail brokerage customers invest in Class A mutual fund shares instead of Class C mutual fund shares offered by certain 529 providers. Pursuant to the Settlement Order, Thrivent consented to a censure and was ordered to cease and desist from committing or causing further violations of Rule 15l-1(a) under the Exchange Act. Thrivent also was ordered to pay a civil penalty of \$25,000.

Contact us at 800-847-4836 or ask your Financial Advisor if at any time you would like to receive an additional brochure.

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## Item 4—Services, Fees and Compensation

### Program Overview

Thrivent Investment Management Inc. (“Thrivent” or “we” or “us”) is an investment adviser and broker-dealer registered with the Securities and Exchange Commission. The words “you” and “your” refer to the person(s) who signs the Thrivent Investment Management Inc. AdvisorFlex Managed Variable Annuity Client Agreement (the “Agreement”) whether one or more individuals or entities. Thrivent sponsors the Thrivent AdvisorFlex Managed Variable Annuity™ program (“AdvisorFlex Program”) a non-discretionary investment advisory and managed accounts program that is described in this Brochure and is a part of Thrivent’s overall Managed Accounts Program (“Program”).

The Program also includes a number of other investment advisory, managed account programs sponsored by Thrivent with the objective of managing a portfolio of assets on both a discretionary and nondiscretionary basis. These programs include:

- Thrivent Advisor (“Advisor”)
- Thrivent Advisor Guided (“Advisor Guided”)
- Thrivent Advantage Managed Portfolios™ (“Advantage”) (closed to new investors)
- Thrivent SELECT Managed Portfolios™ (“SELECT”)
- Thrivent Income-Focused Managed Portfolios™ (“Income-Focused”)
- Thrivent Genesis Managed Portfolios™ (“Genesis”)
- Thrivent Shepherd Managed Portfolios® (“Shepherd”)
- Thrivent Impact Managed Portfolios™ (“Impact”)
- Thrivent Shield Managed Portfolio™ (“Shield”)
- Thrivent Separately Managed Account (“SMA”)
- Thrivent Unified Managed Account 2.0 (“UMA”)

If you are interested in learning more about these other programs, ask your financial advisor (“Financial Advisor”) for a copy of the Thrivent Investment Management Inc. Managed Accounts Program Brochure (“Managed Accounts Program Brochure”).

The AdvisorFlex Program enables you to receive ongoing investment advice and related services, including performance, custody and transaction reporting in connection with your Thrivent AdvisorFlex Variable Annuity™—for an asset-based fee (“Program Fee”). Participation in the AdvisorFlex Program may cost you more or less than purchasing these services separately.

Envestnet Asset Management, Inc. (“Platform Manager”), an unaffiliated registered investment adviser provides services for the AdvisorFlex Program. Investment advisory services for the AdvisorFlex Program will be provided to you by Thrivent and your Financial Advisor.

To participate in the AdvisorFlex Program, you will sign an AdvisorFlex Variable Annuity Application to establish an annuity contract (“Contract”) with Thrivent Financial for Lutherans, an affiliated fraternal benefit society. Thrivent Financial for Lutherans is also the issuer of the Contract and will serve as the custodian for the assets in the Contract.

Generally, you will pay a Program Fee based on the accumulated value of the Contract assets. The Contract is the only investment in the AdvisorFlex Program. No other securities may be purchased or otherwise held within the AdvisorFlex Program. Review the AdvisorFlex Program chart below and the Thrivent Investment Management Inc. AdvisorFlex Managed Variable Annuity Client Agreement (“Client Agreement”) for more information about the Contract assets.

The investment options available in your Contract are referred to as subaccounts (“Subaccounts”). You also have the option of investing a portion of your Contract assets in a fixed account (“Fixed Account”). Portfolios of the Thrivent Series Fund, Inc. are among the Subaccount options (“Thrivent Financial for Lutherans Subaccounts”) available for purchase within the Contract. Thrivent Financial for Lutherans, the issuer of the Contract, also serves as the investment manager for the Thrivent Series Fund, Inc. portfolios and receives a management fee for its services. Thrivent Financial for Lutherans may also earn administrative service fees or revenue-sharing fees from the use of certain non-proprietary portfolio Subaccount options available for purchase in the Contract.

As a shareholder of portfolio(s) invested in a Subaccount, you will pay your proportionate share of the portfolio’s underlying expenses, which may include advisory fees and other operating expenses. Thrivent Financial for Lutherans, the issuer of the Contract, may also charge you a fund facilitation fee to make certain non-proprietary portfolios available as investment options in a Subaccount. These fees are in addition to the Program Fee you pay. Not all portfolios have fund facilitation fees. Generally, it is more profitable for us if you purchase investment products that are underwritten, distributed or advised by Thrivent and/or its affiliates, such as portfolios of the Thrivent Series Fund, Inc. Carefully review the sections titled **“Fees and Compensation—Other Charges, Fees and Expenses”** and **“Item 9—Additional Information—Third-Party and Thrivent-Based Financial Incentives”** for further information related to this conflict of interest.

The managed account programs and investment-related advice and services your Financial Advisor is able to provide depend on the securities licenses and registrations they hold and the programs to which Thrivent has granted them access. In order to offer managed account programs, your Financial Advisor is required to be appropriately licensed and state-registered with Thrivent as an investment advisor representative.

Your Financial Advisor will recommend an appropriate managed account program for you based upon your investment objectives, financial situation and needs. The decision to select the AdvisorFlex Program and to establish a Contract is solely yours.

Review the chart below for an at-a-glance view of the AdvisorFlex Program, including the investment selection process and the Program Fee Schedule.

### AdvisorFlex Guided Program Overview

Investment Advisory Structure	Non-discretionary
Asset Allocation Strategy	Financial Advisor recommends; client approves or rejects recommendation
Eligible Program Assets	AdvisorFlex Variable Annuity
Subaccount and Fixed Account/Investment Selection	Financial Advisor recommends; client approves or rejects recommendation
Minimum Initial Investment <sup>1</sup>	\$25,000
Rebalancing and Reallocation	Financial Advisor recommends; client approves or rejects recommendation

The AdvisorFlex Program Fee Schedule is outlined in “**Item 4—Services, Fees and Compensation**” below.

Financial Advisors may work with you either individually, as a team or in partnership with other Financial Advisors and/or support staff. If your Financial Advisor works with other Financial Advisors or support staff, these individuals may have access to your Contract and other information and may be responsible for certain aspects of servicing your participation in the AdvisorFlex Program. For example, these other Financial Advisors may enter trades at your request, participate in the preparation of the portfolio reviews, perform investment research, and be available to answer general questions you may have related to the AdvisorFlex Program.

Investing involves risks, including the potential for loss of principal invested. Strategies and recommendations provided may have tax or legal consequences that you should consider.

Thrivent and its Financial Advisors do not provide tax or legal advice. Consult your tax professional and attorney for such advice. The “**Services**” section below describes the AdvisorFlex Program in greater detail.

## Services

The AdvisorFlex Program is a non-discretionary investment advisory program that gives you access to a Thrivent AdvisorFlex Variable Annuity Contract. Your Financial Advisor will help you develop an asset allocation strategy, select from the Subaccounts available in your Contract, and determine how much of your premium (payments you make) to allocate into each of the Subaccount(s) and/or the Fixed Account within the Contract. Your Financial Advisor may use a variety of methods and resources to develop a recommended asset allocation strategy.

Due to changing market conditions, the asset allocation among the Subaccounts within your Contract may change or deviate from its original allocation. In light of this, your Financial Advisor may recommend that you participate in the automatic asset rebalancing program, which is an option available in the Contract. If you do not choose to participate in the asset rebalancing program, your Financial Advisor will recommend that you rebalance or reallocate the Subaccounts and the Fixed Account assets. It is solely your decision to implement any rebalancing or reallocation recommendations provided by your Financial Advisor. You may also contact your Financial Advisor to rebalance or reallocate the Subaccounts and the Fixed Account assets.

Where permitted by applicable law and business need, Thrivent Financial for Lutherans reserves the right to make certain changes to the structure and operation of the Contract. These changes include, among others, the right to:

- Remove, combine or add new Subaccounts in its sole discretion.
- Substitute shares of one portfolio for another, which may have differences including different fees, expenses, objectives and risks.
- Restrict or prohibit additional allocations, and/or payments to Subaccounts.

Review the AdvisorFlex Variable Annuity prospectus ("Prospectus") for more information about these changes.

Thrivent Financial for Lutherans aggregates multiple client transaction orders to seek the most favorable price and/or lower execution costs at the time of execution. All aggregated client transaction orders receive the same price.

## Cash Management

There are no cash management features in the AdvisorFlex Program. All cash must be invested in a Subaccount and/or the Fixed Account within the Contract.

Refer to the Client Agreement for information about additional payments and surrenders.

## Program Account Reviews and Reports

Performance reporting, custodial statements and trade confirmations are features available in the AdvisorFlex Program. You should review these documents upon receipt and promptly notify Thrivent of any discrepancies.

### Performance Reporting

You and your Financial Advisor will receive quarterly performance reports detailing the following:

- **Portfolio Subaccount and Fixed Account appraisal**—Reports your portfolio's holdings, current market value of all positions, and unrealized gains/losses.
- **Quarterly performance**—Summarizes the current quarterly performance of the portfolio.
- **Performance history**—Summarizes the performance of the Subaccount(s) and compares it to various market indexes.
- **Cost basis**—Provides cost basis information in year-end summary statements.

Consolidated quarterly performance reports may be available if you or members of your household have the AdvisorFlex Program and multiple accounts in the Program with the same taxpayer identification number and/or household mailing address.

### Custodial Statements

Thrivent Financial for Lutherans will send you statements at least quarterly. These statements contain information including, but not limited to, the accumulated value of your Contract, the current market value of each Subaccount invested in, the amount of the Fixed Account and transaction activity for the previous quarter period. In certain instances, Thrivent will also send you a quarterly statement describing certain activity during the previous quarter. We encourage you to carefully review and compare the Contract statements that you receive from Thrivent Financial for Lutherans with those you receive, if any, from Thrivent.

### Trade Confirmations

Thrivent Financial for Lutherans will also send you confirmations of each purchase or surrender transaction effected in your Contract and/or any other transaction for which it is obligated to send you a confirmation.

## Fees and Compensation

You will be charged a quarterly Program Fee for each AdvisorFlex Program not to exceed the fee rate from the fee schedule(s) provided below.

### AdvisorFlex Program Fee Schedule

Accumulated Value of Household*Contract(s)	Maximum Program Fee (annual as a % of assets)
Up to \$100,000	2.00%
\$100,000–\$249,999	1.85%
\$250,000–\$499,999	1.70%
\$500,000–\$999,999	1.55%
\$1,000,000–\$2,999,999	1.45%
\$3,000,000–\$4,999,999	1.25%
\$5,000,000–\$9,999,999	1.00%
\$10,000,000 and above	0.90%

**Fee for funds in the Fixed Account.** For funds held in the Fixed Account, the Maximum Program Fee is 0.50%.

\*Household includes all of your Contracts and/or managed accounts within the Program with the same SSN/TIN or mailing address.

The Program Fee will vary among clients and may be negotiable under certain circumstances. Factors typically considered to determine your Program Fee include:

- The managed account program(s) you have selected.
- The amount of assets in your Contract.
- Your personal financial needs, objectives and complexity of your financial situation.
- The level of anticipated or actual trading within the Subaccounts.
- The experience level and credentials of your Financial Advisor.
- The amount of household assets you have within the Program, where Contracts and/or managed accounts have the same taxpayer identification number and/or home mailing address.

Thrivent and your Financial Advisor may receive a financial benefit by you not paying a reduced fee should you qualify for, but opt out of, householding. However, your negotiated fee for individual Contracts may be lower than the fee you qualify for with householding.

To address this conflict, in addition to the information described in “**Item 9—Additional Information—Review of Accounts**” below, Thrivent trains its Financial Advisors to review householding with clients when appropriate.

### Calculation of Program Fees

The Program Fee is based on the accumulated value of your Contract assets as of the last business day of the end of the quarter and in accordance with the Client Agreement. Thrivent, in its sole discretion, determines which assets are billable and included in the calculation of the Program Fee.

Thrivent Financial for Lutherans will deduct your Program Fee from either a bank account that you designate or this Contract. If your Program Fee is

deducted from your Contract, it will reduce the value of your Contract.

National Financial Services LLC (“NFS”) will deduct your Program Fee if you select a Thrivent brokerage or managed account as the billing account for the AdvisorFlex Program. Review “**Item 9—Additional Information—Other Financial Industry Activities and Affiliations**” for more information about NFS. Thrivent is not affiliated with NFS.

### Allocation of the Program Fee

A portion of your Program Fee is paid to Thrivent, your Financial Advisor and the Platform Manager for their services. The amount of the fees paid to your Financial Advisor and/or Thrivent depends upon the Program Fee that you negotiate with your Financial Advisor and the amount of the fee payable to your Financial Advisor pursuant to Thrivent’s compensation policies.

### Other Charges, Fees and Expenses to Consider

If you invest in Thrivent Series Funds, Inc. and certain non-proprietary portfolios, you will receive an offset credit in the amount by which the total of certain fees received by Thrivent exceed 0.45% annually of your Contract’s accumulated value. If these fees received by Thrivent do not exceed 0.45%, you will not receive a credit. The types of fees included in the offset if received by Thrivent are provided below.

### Thrivent Series Fund, Inc.:

- Investment advisory fees charged by the investment manager of the funds.
- The offset does not include administrative fees, transfer agent fees, sub-transfer agent fees or networking fees.

### Non-proprietary portfolios:

- Reimbursement payments.

- Administrative fees.
- Transfer agent fees or other servicing and account maintenance fees paid to us or our affiliate related to this program.

The credit will be applied to the same source you authorized Thrivent Financial for Lutherans to deduct your Program Fee.

Fees and charges that are not included in the Program Fee, but may be incurred in addition to the Program Fee, include:

- Surrender charges.
- Transfer charges.
- Mortality and expense charges.
- Charge for a maximum anniversary death benefit rider.
- Operating expenses of the Subaccount(s) that you select.
- Fund facilitation fees for certain Subaccounts.
- Electronic fund, banking and wire transfer fees.
- Other miscellaneous or service charges.

### **Additional Compensation and Charges Applicable to Your Financial Advisor and Thrivent**

Your Financial Advisor recommending and providing advice with respect to the Program receives additional compensation as a result of your participation in the AdvisorFlex Program. The amount of this compensation may be more or less than what your Financial Advisor would receive if you received other Thrivent services or paid separately for investment advice, brokerage and other services (e.g., the cost of the services if provided separately and the trading activity in the client's Contract or account(s)).

Therefore, your Financial Advisor may have a financial incentive to recommend one of Thrivent's managed account programs over other programs or services. In addition, your Financial Advisor may get paid a higher percentage of the Program Fee, depending upon the program(s) you select and Thrivent's compensation payout criteria. This creates a conflict of interest on the part of your Financial Advisor, which Thrivent manages through its new account or best-interest review process, surveillance and by training Financial Advisors regarding the Program and related services.

### **Linking Programs/Accounts**

If you have an AdvisorFlex Program and other accounts within the Program with the same taxpayer identification number and/or home mailing address, you may link those Programs/Accounts for purposes of billing by selecting a primary account ("Primary Account") from which to pay the Program Fees on behalf of the other linked Programs/Accounts on a quarterly basis. The accounts do not need to be within the same managed account program. This

linking is only available if you elect to have the AdvisorFlex Program Fee deducted from a non-qualified brokerage or managed account. The Primary Account may not be a retirement account. A retirement account, as used in this Brochure, is a plan subject to the provisions of Title I, Part 4 of the Employee Retirement Income Security Act of 1974 (ERISA), a tax-qualified plan of self-employed persons, or an individual retirement account or other plan within the meaning of section 4975(e) of the Internal Revenue Code of 1986, as amended.

### **Factors to Consider in Assessing AdvisorFlex Program Costs**

There are a number of factors to consider when assessing the costs of the AdvisorFlex Program. These factors include:

- The combination of investment advisory, custodial and related services and the Contract available through the AdvisorFlex Program may not be available separately.
- The source of investible assets and the time period for which you have held the assets or any surrender charges paid to sell those assets could affect whether the assets are included in the Program Fee calculation.
- Whether you have previously paid a sales load to Thrivent or its affiliates within a 24-month period prior to enrollment in the AdvisorFlex Program.
- Whether you have paid a surrender charge to Thrivent or its affiliates immediately prior to enrolling in the AdvisorFlex Program.

### **Is the Program Appropriate for You?**

Your Financial Advisor and/or Thrivent may recommend to you one or more programs. The decision to select one or more managed account programs is solely yours. Discuss, among other things, the following with your Financial Advisor to determine if the recommended program is appropriate for you:

- Whether it is more advantageous for you to enroll in the AdvisorFlex Program or to pay separately for other products or services that may not offer the combination of investment advisory, custodial and brokerage services and advisory services, as part of the Program.
- The cost, potential benefits and potential risks of the AdvisorFlex Program.
- Your investment objectives and the complexity of your investment strategy.
- The types of and number of investments you hold and intend to make, including the percentage of the overall portfolio that you intend to hold in the Fixed Account.
- Your desire for diversification across Subaccount(s).
- The frequency with which you expect to trade in your Subaccount(s).
- Your anticipated use of other services and features

specific to AdvisorFlex.

- The payment preference of an asset-based fee for ongoing investment advice and other related services compared to a commissioned-based variable annuity.

At any time, a Contract can vary greatly in the size, number and diversity of the Subaccounts held, due to, among other things, market conditions and your current investment needs and objectives. Generally, it is recommended that you diversify your holdings in an effort to help reduce your portfolio's overall market risk. Investment diversification does not ensure a profit or guarantee against loss. If you intend to hold a concentrated portfolio, including a concentrated position in the Fixed Account, for an extended period of time, you should consider other Contract options (i.e., investing in a commissioned-based variable annuity) that may be more economically advantageous for you.

Your Financial Advisor receives training related to offering and servicing Contracts in the AdvisorFlex Program. Training includes understanding factors relative to client needs and the suitability of product and service recommendations, expected trading or transaction frequency, fee preference (e.g., asset-based fee or a commission-based fee arrangement), and desire for ongoing investment advice.

## **Item 5—Account Requirements and Types of Clients**

As a registered investment adviser, Thrivent provides investment management and advisory services to individuals, trusts, estates, nonprofit organizations, corporations and other business entities.

Certain types of registrations may not be available through the AdvisorFlex Program, including contracts that hold assets of a plan covered by the fiduciary provisions of ERISA. In limited circumstances a non-qualified retirement plan may participate in the AdvisorFlex Program subject to certain requirements, including Thrivent's receipt of appropriate plan certification and other relevant documentation.

Neither Thrivent nor your Financial Advisor exercise investment discretion and neither is an "investment manager" within the meaning of ERISA with respect to any plan subject to ERISA. Thrivent and your Financial Advisor provide "investment advice" with respect to any plan subject to ERISA or section 4975 of the Code only to the extent, we provide fiduciary "investment advice" as defined in section 3(21)(A)(ii) of ERISA, section 4975(e)(3)(B) of the Code, and any regulations promulgated thereunder.

The minimum initial investment amount for the AdvisorFlex Program is \$25,000. In some instances, Financial Advisors may set higher minimum investment requirements for their clients than listed in this Brochure. You may be eligible to participate in the AdvisorFlex Program below the initial minimum investment in the event that Thrivent Financial for Lutherans waives the initial payment requirement for the Contract.

The use of margin is not available within the AdvisorFlex Program.

If you decide to participate in the Program, you will sign a Client Agreement, which will govern your participation in the AdvisorFlex Program, and the Thrivent AdvisorFlex Variable Annuity application to establish an annuity contract with Thrivent Financial for Lutherans.

## **Item 6—Portfolio Manager Selection and Evaluation**

Your Financial Advisor may use a variety of methods and resources to develop a recommended model portfolio strategy for the Subaccount(s) and Fixed Account assets within your Contract. The resources utilized may include research services that your Financial Advisor obtained through an agreement with a third-party provider. Thrivent does not directly contract with unaffiliated third-party research providers for this purpose. Your Financial Advisor is expected to conduct adequate due diligence of these providers and for all recommendations made to you. Ask your Financial Advisor about any third-party providers used to help provide investment recommendations for you in the AdvisorFlex Program. Review a copy of the provider's disclosure brochure (Part 2A of Form ADV). The Part 2A of Form ADV brochure is a required document only for registered investment advisers; therefore, not all providers may have a disclosure brochure.

### **Conflicts of Interest Related to Portfolio Manager Selection and Evaluation**

Thrivent Financial for Lutherans Subaccounts are among the Subaccount options available in the Contract, as well as non-proprietary portfolio Subaccount options for which the non-proprietary firm pays Thrivent Financial for Lutherans administrative service fees or revenue-sharing fees. Our affiliates will earn advisory and other fees (including revenue-sharing) in connection with Thrivent Financial for Lutherans Subaccounts and certain non-proprietary portfolio Subaccount options.

As a result, we have a conflict of interest when we recommend Subaccounts to you that are advised or issued by us or our affiliates or for which we or our affiliates receive compensation. We will recommend services and investments to you that we believe are appropriate for you. In light of the conflicts of interest described here, carefully evaluate each recommendation, and also review "**Item 4—Services, Fees and Compensation**" and "**Item 9—Additional Information—Third-Party and Thrivent-Based Financial Incentives**" for more information about these practices.

## **Risks**

Investing involves risks and there is no guarantee that the portfolio Subaccount options will achieve their stated objectives.

Certain products and strategies, including those recommended by your Financial Advisor, may present more risk than other products and strategies due to the nature and/or complexity of the recommended product or strategy.

Review individual prospectuses for the Subaccount options, which contain more complete information on the investment objectives, risks, charges and expenses of the portfolio, which investors should read and consider before investing. Contact your Financial Advisor or call 800-847-4836 to obtain prospectuses.

## **Performance-Based Fees and Side-by-Side Management**

Thrivent does not charge performance-based fees for the AdvisorFlex Program.

## **Voting Client Securities**

Thrivent, its affiliates, your Financial Advisor and the Platform Manager do not provide proxy voting services or have other duties or responsibilities regarding corporate actions, nor will they advise you regarding the voting of proxies or other materials with respect to the shares held in your Subaccount(s). Review the Prospectus for additional information about voting privileges and delivery of proxy materials, reports and other materials relating to the Subaccounts.

## **Item 7—Client Information Provided to Portfolio Managers**

Your Financial Advisor will gather information about your financial situation, risk tolerance, time horizon, investment objectives, any reasonable investment restrictions on the management of your Contract, and any other relevant information, together your investor profile ("Investor Profile"). Thrivent and your Financial Advisor will not independently verify any information you provide to us. Based on an analysis of the Investor Profile, Thrivent and your Financial Advisor will recommend an asset allocation strategy that can be implemented. You are responsible for notifying Thrivent immediately of any changes to your information, as it could affect the services provided to you.

Protecting the privacy of your data is a responsibility we take very seriously. The practices and procedures Thrivent has in place to protect and safeguard your data are rigorous, thorough and include strict standards of security. Thrivent has physical, electronic and procedural safeguards in place to help protect your data. Review our Privacy Notice provided to you annually, or review our policies on [thrivent.com](http://thrivent.com) regarding the protection of your information and your information-sharing choices.

## **Item 8—Client Contact With Portfolio Manager**

You will work with your Financial Advisor to discuss your Contract and the asset allocation strategy. Your Financial Advisor will generally be available for consultation regarding the AdvisorFlex Program during normal business hours.

## **Item 9—Additional Information Disciplinary Information**

In December 2014, Thrivent, without admitting or denying any finding, entered into a Letter of Acceptance, Waiver and Consent with the Financial Industry Regulatory Authority ("FINRA") that found Thrivent violated SEC rule 10b-10, NASD Conduct Rules 2230 and 2110, and FINRA Rules 2232 and 2010 by failing to deliver trade confirmations to Thrivent Mutual Fund shareholders pertaining to certain one-time and certain other mutual fund share redemptions. This failure was caused by coding errors in the computerized system that Thrivent had established through an outside vendor to generate and send the confirmations. These mutual fund redemptions were disclosed to clients on certain periodic account statements and there was no negative impact on shareholder account values. The activity that was the subject of this settlement was not related to Thrivent's investment advisory programs. Thrivent agreed to a censure and fine of \$375,000.

Thrivent initiated a review to identify whether eligible clients received certain available sales charge waivers or breakpoint discounts, for the period beginning January 2011 forward. Thrivent subsequently and promptly established a plan of remediation for those identified clients who did not receive appropriate sales charge waivers or available breakpoint discounts and made restitution to such clients. Thrivent entered into a Letter of Acceptance, Waiver and Consent ("AWC") with the Financial Regulatory Authority ("FINRA"), which was issued on August 9, 2018, and in which Thrivent neither admitted nor denied the allegations. FINRA expressly recognized, in the AWC, Thrivent's extraordinary cooperation in resolving this matter. The AWC alleged that Thrivent violated NASD Rule 3010 and FINRA Rules 3110 and 2010 by failing to reasonably supervise mutual fund sales to ensure eligible clients received the benefit of applicable sales charge waivers and breakpoint discounts. Thrivent consented to a censure in the AWC and will provide FINRA with certain information regarding its established remediation plan for eligible clients.

In July 2020, Thrivent signed a Stipulation To Entry Of Consent Order ("the Stipulation") with the Illinois Securities Department ("the Department"). Thrivent neither admitted nor denied the Findings of Fact or Conclusions of Law, but (consistent with the Stipulation) acknowledged that the Consent Order could be entered. The Department's Consent Order recited that, during the period of January 1, 2011 to June 30, 2014 ("the relevant period"), in certain instances Thrivent representatives and supervisors failed to make appropriate documentation regarding the suitability of certain variable annuity ("VA")

replacement transactions. The Department's Consent Order further recited that, as a result, Thrivent failed to maintain appropriate books and records regarding these certain VA transactions during the relevant period. Under the Department's Consent Order, Thrivent made a monetary payment of \$400,000 to the Illinois Secretary of State, Securities Investor Education Fund, by July 24, 2020. The Stipulation, the Consent Order and a separate Department Representation Letter collectively concluded matters involving Thrivent, which had been pending before the Department.

In May 2024, Thrivent, without admitting or denying any finding, entered into a Letter of Acceptance, Waiver and Consent with the Financial Industry Regulatory Authority ("FINRA") that found Thrivent violated FINRA Rules 3110 and 2010, Section 17(a) of the Securities Exchange Act of 1934 and FINRA Rules 4511 and 2010 by failing to establish and maintain a supervisory system reasonably designed to detect possible instances of signature forgery or falsification. Some of the forms involved securities products. The falsifications and forgeries were not in furtherance of unauthorized activity, there was no customer harm, and no customer complained. The activity that was the subject of this settlement was not related to Thrivent's investment advisory programs. Thrivent agreed to a censure and fine of \$325,000.

In October 2024, the SEC issued an order regarding conduct Thrivent had self-reported to the SEC. Without admitting or denying the findings, Thrivent consented to the entry of an order (the "Settlement Order") finding that it violated the Care Obligation and Compliance Obligation under Rule 15l-1(a) of the Exchange Act when making recommendations that certain of its retail brokerage customers invest in Class A mutual fund shares instead of Class C mutual fund shares offered by certain 529 providers. Pursuant to the Settlement Order, Thrivent consented to a censure and was ordered to cease and desist from committing or causing further violations of Rule 15l-1(a) under the Exchange Act. Thrivent also was ordered to pay a civil penalty of \$25,000.

### **Other Financial Industry Activities and Affiliations**

Thrivent is registered as a broker-dealer and an investment adviser with the SEC and is a member of FINRA. In its capacity as broker-dealer, Thrivent actively markets mutual fund shares, variable insurance contracts and general securities to its clients through its Financial Advisors who are registered representatives of the broker-dealer. Financial Advisors evaluate each recommendation provided to clients to help ensure the recommendations are in the client's best interest based on a client's financial situation and investment objectives.

Thrivent has a fully disclosed clearing agreement with NFS, Member NYSE/SIPC, a Fidelity Investments® company, under which NFS provides trade execution, clearing services, custody of assets in the Managed Accounts Program and Thrivent brokerage accounts, and other related services. NFS does not provide clearing or custodial services for assets in the AdvisorFlex Program. Thrivent is not affiliated with NFS.

Thrivent serves as the principal underwriter and distributor of variable products issued by Thrivent Financial for Lutherans.

Thrivent is a wholly owned subsidiary of Thrivent Financial Holdings, Inc., which in turn is a wholly owned subsidiary of Thrivent Financial for Lutherans. Thrivent Financial Holdings, Inc. also has other subsidiaries that engage in activities that may be material to Thrivent's investment advisory business or its investment advisory clients. Information about these affiliates and how they work together to offer you financial products and services is provided below.

Thrivent Financial Holdings, Inc. and its various subsidiaries may share certain supervised and management persons.

### **Broker-Dealer**

Thrivent Distributors, LLC is an indirect, wholly owned subsidiary of Thrivent Financial for Lutherans and is a registered broker-dealer serving as the principal underwriter and distributor for Thrivent Mutual Funds.

### **Insurance**

Thrivent Financial for Lutherans markets life, health and disability insurance to Christians in all 50 U.S. states and the District of Columbia.

Thrivent Insurance Agency, Inc., an indirect, wholly owned subsidiary of Thrivent Financial for Lutherans, serves as a life and health insurance agency engaged in the distribution of non-proprietary life and health insurance products.

### **Investment Adviser**

Thrivent Asset Management is an indirect, wholly owned subsidiary of Thrivent Financial for Lutherans and the registered investment adviser providing portfolio management and fund administration services to Thrivent Mutual Funds and Thrivent Core Funds. Thrivent Mutual Funds are distributed by Thrivent's registered professionals and Thrivent Distributors, LLC.

Thrivent Advisor Network, LLC is a wholly owned subsidiary of Thrivent Financial for Lutherans and a registered investment adviser providing advisory services to individuals, high net worth individuals, families, trusts, estates, businesses and retirement plans.

Thrivent Financial for Lutherans is a registered investment adviser providing investment management services to Thrivent Series Fund, Inc. and Thrivent Cash Management Trust. Thrivent Financial for Lutherans is also responsible for fund administration for these entities.

### **Trust Company**

Thrivent Trust Company is a wholly owned subsidiary of

Thrivent Financial for Lutherans and serves as a federal savings bank offering professional fiduciary and discretionary investment management services.

### **Third-Party and Thrivent-Based Financial Incentives**

Thrivent and its affiliates pay one another and receive payments from third-party companies when you purchase products from us. A conflict of interest exists because we have an incentive to recommend our or our affiliates' products over other companies' products. Thrivent mitigates these conflicts through its due diligence reviews of the products and services we offer and policies and procedures.

Although your Financial Advisor recommends or includes products they determine to be in your best interest based on your particular financial situation, you should carefully evaluate each product and recommendation. Receipt of compensation (either cash or non-cash compensation) creates conflicts of interest between you, your Financial Advisor and us. We manage these conflicts by training our Financial Advisors, including the need to act in your best interest, and through our policies and procedures.

It is more profitable for Thrivent and its affiliates to sell products issued by Thrivent Financial for Lutherans and our affiliates than those issued by other companies. As a result, we have a financial incentive to recommend such products over other companies' products.

Thrivent Financial for Lutherans will receive fees for providing administrative services in connection with certain of the Subaccounts options available in the Contract.

Thrivent Financial for Lutherans and its affiliates issue, underwrite and sell our own products; these are called proprietary products and include variable annuities, variable life insurance products and mutual funds.

When you own these products, Thrivent Financial for Lutherans and its affiliates are paid from fees and/or premiums that are charged to you.

Thrivent Financial for Lutherans and its affiliates sell certain products from non-affiliated third-party companies ("nonproprietary products"), which include insurance products, mutual funds and other investments. When you own these products, Thrivent Financial for Lutherans and its affiliates are paid fees that are charged to you and/or fees or commissions that we receive from these outside companies.

Thrivent Financial for Lutherans Subaccounts are among the Subaccounts available for purchase in the Contract. Generally, it is more profitable for us if you purchase products that are underwritten, distributed or advised by Thrivent and its affiliates, such as Thrivent Financial for Lutherans Subaccount. In addition, it is generally more profitable for us if you purchase certain services that are sponsored and advised by Thrivent and its affiliates, such

as Advantage, SELECT, Impact and Income-Focused programs. Please see information related to this conflict of interest described above in **"Item 4— Services, Fees and Compensation,"** as well as in the Thrivent Managed Accounts Program Brochure.

Certain third-party companies pay Thrivent Financial for Lutherans compensation if Thrivent Financial for Lutherans variable annuities contain variable insurance trusts or funds from those companies.

When you invest in Thrivent Mutual Funds, Thrivent Asset Management, LLC receives fees for serving as the investment manager for the mutual funds and for providing administrative and accounting services to the funds pursuant to an Administrative Services Agreement.

Thrivent Distributors, LLC retains a portion of the total sales charge received when you buy Thrivent Mutual Fund Class A shares. In turn, your Financial Advisor and Thrivent receive 12b-1 fees from Thrivent Distributors, LLC based on the amount of certain proprietary mutual funds Thrivent's clients own. 12b-1 fees cover promotion, distribution and marketing expenses, and sometimes compensation for Financial Advisors.

Thrivent Mutual Funds pay Thrivent Financial Investor Services Inc. fees for providing transfer agency and dividend payment services to shareholders.

In our capacity as a broker-dealer and investment adviser (excluding the AdvisorFlex Program), based on proprietary and certain non-proprietary mutual funds its clients own, Thrivent receives revenue-sharing payments from affiliates and third-party companies. This compensation is based on assets under management and is paid by the investment adviser or distributor of the mutual fund out of its own resources. These additional payments compensate Thrivent for distribution, training, educational programs, marketing and sales support services. This additional compensation is not paid to any Financial Advisor. These payments present a conflict of interest because Thrivent's receipt of this additional compensation gives us a financial incentive to recommend or include mutual funds for which the firm receives revenue-sharing payments.

When participating in Thrivent's Managed Accounts Program, your Financial Advisor can recommend mutual funds that don't offer an institutional or other lower-cost share class or mutual funds that require you to pay distribution and 12b-1 fees. These fees cover promotion, distribution and marketing expenses, and sometimes compensation for Financial Advisors. A conflict of interest exists because it is more profitable for Thrivent if you choose to invest in the mutual funds that charge you fees. We manage this conflict by rebating 12b-1 fees for any mutual fund that charges a 12b-1 fee in Thrivent's Managed Accounts Program. You will receive a credit to your program fee in an

amount that is at least equal to your pro rata share of 12b-1 fees and similar marketing fees received.

Thrivent Trust Company may use Thrivent Mutual Funds in model portfolios that in turn are recommended for investment management accounts. This is a conflict, because Thrivent Asset Management is paid for investment management of the Thrivent Mutual Funds used in your account. These fees are in addition to the investment management fee you pay to Thrivent Trust Company for your account.

Thrivent and third-party companies, including but not limited to third parties whom we have existing relationships with (i.e., Platform Manager, Model Providers, etc.), pay for some events during which Financial Advisors learn about products and services offered by Thrivent or its affiliate. Costs include, but are not limited to, training materials, travel, lodging and meals. They also pay for certain educational events for clients or prospective clients. Costs include, but are not limited to, room rental, presentation materials, meals, entertainment/leisure outings and promotional gifts. This results in a conflict of interest because we have an incentive to use certain third-party companies over others based on this arrangement.

Thrivent may pay an affiliate or a non-affiliated third party a fee for the educational and administrative services provided.

Thrivent Insurance Agency, Inc. and Thrivent receive a commission as a percentage of premium based on certain factors that include total volume of our Financial Advisor's product sales, length of time that you continue to pay premiums or keep assets invested in the products sold, and the profitability of the products.

Thrivent and its affiliates pay Financial Advisors additional compensation in the form of a cash bonus, sales award (cash and non-cash), limited reimbursements, or a higher proportion of fees based on the sales volume of specific products and services and/or clients who purchase a membership-eligible product.

Financial Advisors who are employees receive a salary and are eligible to earn additional bonus compensation if they meet certain sales or revenue thresholds.

Financial Advisors may be eligible to receive compensation from Thrivent Financial for Lutherans to support their marketing efforts. This compensation is based in part on the number of the Financial Advisor's new clients who become members of Thrivent Financial for Lutherans because they bought a membership-eligible product and/or their sales volume of specific products and services.

Financial Advisors may be eligible to receive non-cash compensation (e.g., attend sales conferences and other recognition events). Receipt of non-cash compensation is based on the number of the Financial Advisor's new clients who become members of Thrivent Financial for Lutherans because the clients bought a membership-eligible product and/or the amount of "new money"

brought into the firm because a client or member purchased certain products and services, including annuities, variable life insurance products, mutual funds, other securities, engaged in dedicated planning services, and/or a Financial Advisor refers trust services to a client or member.

Financial Advisors who facilitate gifts to Thrivent Charitable Impact & Investing® (Thrivent Charitable) may be eligible to receive non-cash compensation (e.g., public recognition and funding to co-host an event). Receipt of non-cash compensation is based on the specific threshold of gifts facilitated during the year and/or the Financial Advisors career with Thrivent. Thrivent Charitable is independent of Thrivent Financial for Lutherans and Thrivent's Financial Advisors. Thrivent Charitable is not an affiliate of Thrivent.

College Avenue Student Loans, LLC. ("CASL"), an affiliated private loan originator and servicer, pays Thrivent and certain employee Financial Advisors a fee for referring clients to CASL for student loan services when clients engage in the service. This is a conflict because Thrivent Financial for Lutherans may invest in loans that CASL originates and sells; therefore, we have an incentive to refer you to CASL for student loan services.

Thrivent Financial for Lutherans may provide Financial Advisors subsidized retirement benefits and subsidized insurance benefits based on commissions they receive.

Thrivent Financial for Lutherans or its affiliates pay additional compensation to certain Financial Advisors for training and coaching other Financial Advisors on specific products and services that we offer, and on practice management. A portion of this compensation may be based on incremental sales of these products and services sold by the Financial Advisors receiving the training.

Some Financial Advisors may receive a loan from Thrivent Financial for Lutherans to invest in their practice. They may receive partial loan forgiveness if they exceed their expected sales of life and health insurance products.

Certain Financial Advisors are eligible to receive a cash bonus from their team practice based on what is earned by the whole team. This bonus is not taken out of your payments toward your investment.

Certain Financial Advisors, who are on teams, may be eligible to participate in a team compensation program that allows the team to qualify for a common payout rate. Compensation for the program is based on the total production of the team, including total volume of product sales, length of time that you continue to pay premiums or keep assets invested in the products sold, and the profitability of the products. As a condition of the team compensation program, each team must maintain certain production levels, including an initial threshold and ongoing production requirements, and a team with more than two producing team members will be required to pay back a portion of compensation received based on the number and tenure of producing team members and the team's gross compensation rates. This program

presents a financial incentive to recommend more products or services.

Field management personnel, who supervise and coach Financial Advisors, are paid when Financial Advisors sell products. Some Thrivent Financial for Lutherans corporate employees also are paid because they provide related training and support.

We have a contract with NFS that provides us incentives, such as a business credit, to place assets with NFS, as well as disincentives in the form of charges to us if we were to terminate our contract with NFS before the end of the contract term. These contract terms create a conflict of interest for us since we have an incentive to utilize NFS as a clearing firm and custodian for the assets in certain investment advisory programs (excluding the AdvisorFlex Program). We also have an economic interest to also act as the broker-dealer on the execution of securities transactions because of the additional revenue received and an economic incentive to use NFS as our clearing firm for trade execution and custody over other firms that do not or would not provide such economic benefits to us, even if such other firms might be more beneficial to our clients. Accordingly, we have a financial incentive to serve as an introducing broker-dealer and to use NFS for clearing, settlement and custodial services.

If Eligible Program Assets in your account and or your negotiated fee results in a Program Fee that is less than a minimum established by either the Platform Manager or us, then either Thrivent or your Financial Advisor are charged a minimum fee for your account. This creates an incentive for us and your Financial Advisor to recommend you increase the assets in your account.

## **Code of Ethics, Personal Trading and Participation or Interest in Client Transactions**

Thrivent's Code of Ethics ("Thrivent Code") establishes the standards of business conduct required by all individuals involved in its investment advisory business. The Thrivent Code sets forth business conduct principles regarding compliance with laws and regulations, fiduciary duty of investment advisers, conflicts of interest, personal securities transactions, and confidentiality.

Thrivent will provide a copy of the Thrivent Code to any client or prospective client upon request. Send your written request to:

**Thrivent  
Attn: Broker-Dealer and Investment Advisory  
Compliance  
MS 8100  
600 Portland Ave. S.  
Minneapolis, MN 55415**

Thrivent's Code requires certain persons, defined as Access Persons, to disclose specific accounts in which they have a beneficial interest. These accounts are monitored electronically for activity that is inconsistent with the fiduciary duty owed to Thrivent's clients. Thrivent's Access Persons are subject to a personal trading policy intended to help mitigate conflicts of interest when trading their personal securities accounts. When Thrivent's electronic monitoring system flags activity that is inconsistent with this policy, the transaction(s) is reviewed, and appropriate corrective action is taken as needed.

Thrivent and its affiliates perform advisory and/or brokerage services for other clients and give advice and take action for other clients (including those not participating in the AdvisorFlex Program) that may differ from the advice given or the timing or the nature of any action taken with respect to you. In addition, Thrivent may, but is not obligated to, purchase or sell, or recommend for purchase or sell, shares within your Subaccount that Thrivent or any of its affiliates may purchase or sell for any other client. All client trade orders are submitted to Thrivent Financial for Lutherans for execution on an agency basis. Thrivent Financial for Lutherans may, however, execute trade corrections and trade adjustments when necessary.

## **Review of Accounts**

Thrivent periodically reviews Subaccount allocations for the program. Reviews may include, but are not limited to:

- Certain types of transaction activity, or lack thereof.
- Subaccount options relative to your financial status and investment objectives.
- Value of your Contract (or combined value of your household Contracts/managed accounts) relative to the maximum Program Fee.

As a result of such review, we may take certain actions, up to and including the termination of the advisory services. As a client in the AdvisorFlex Program, you can expect to receive regular reports and other materials as discussed above in **"Item 4—Services, Fees and Compensation—Program Reviews and Reports."**

These materials include quarterly statements and performance reports. Your statements will be sent by Thrivent Financial for Lutherans. You will also receive statements from NFS if your Program Fee is deducted from a Thrivent brokerage or managed account.

## **Client Referrals and Other Compensation**

The receipt of compensation (either directly or indirectly) creates a conflict of interest between us and you.

We manage these conflicts through our policies and procedures, conducting due diligence reviews of the products and services that can be recommended, disclosing material conflicts to clients and prospective clients and by training our Financial Advisors, including on the need to act in your best interest.

Commissions, compensation and cost of benefits are not taken out of your payments toward your investment (except for the sales charge you pay if you buy certain mutual funds). And, no matter how many people are involved in supporting the recommendation of a product, what you pay is the same.

Thrivent and its Financial Advisors compensate unaffiliated third parties to refer prospective clients to us. This compensation can consist of cash or non-cash compensation. An example of a non-cash compensation arrangement would be a mutual understanding of a cross-referral relationship between a Financial Advisor and an unaffiliated third party such as some other professional service provider. The terms of any such cash or non-cash compensated referral arrangement will be disclosed to the prospective client at the time of the referral.

In addition, a registered Financial Advisor who refers you to another Financial Advisor may share in the fee for the services provided. These fees may be a single payment or ongoing in nature.

This arrangement is only allowed if the Financial Advisor making the referral is appropriately licensed and state registered. Any payments to the Financial Advisor making a referral will not increase the AdvisorFlex Program Fee or any fees associated with accounts, products or services that you buy, sell or hold with Thrivent.

In addition, and separate from the above-referenced arrangement, Thrivent Trust Company pays your Financial Advisors a fee for referring you to Thrivent Trust Company for its professional personal trust, estate and investment management services. Thrivent Trust Company will pay ongoing management fees instead of referral fees to a Financial Advisor if they provide advisory services to assets. Any such compensation payment will be disclosed to the client, when applicable and as required by law, and will not increase the client's fees. Such payments may be made for the duration of the client accounts held with Thrivent Trust Company.

In another separate arrangement, Thrivent Charitable partners with Thrivent and Thrivent Financial for Lutherans pays your Financial Advisor for their work in bringing donor gifts to Thrivent Charitable to the extent these donor gifts are invested in donor advised funds. This fee does not increase cost of the product to you.

Thrivent receives compensation from Thrivent Advisor Network, LLC for soliciting or referring prospective clients to Thrivent Advisor Network for investment advisory services.

Thrivent receives compensation from Purshe Kaplan Sterling Investments ("PKS"), an unaffiliated registered broker-dealer, for referring certain persons to become registered representatives of PKS. This referral fee is based on revenue derived from sales of the registered representative of PKS. These registered representatives will also be investment advisor representatives of Thrivent Advisor Network, LLC. The referral compensation creates an incentive for investment

advisor representatives of Thrivent Advisor Network who also register with PKS to use PKS for brokerage services.

Your Financial Advisor is paid commissions or other compensation when you purchase or invest in a product or account during the time that you own it. The amount your Financial Advisor is paid will differ depending on the product or service they recommend and their association with us. The amount of compensation paid to your Financial Advisor may be higher for the sale of nonproprietary insurance and annuity products.

In addition to the commissions and fees your Financial Advisor receives when you own an investment product or service, your Financial Advisor may receive other compensation for providing you recommendations or services. Financial Advisors, who are not employees, use this compensation to pay for their own business expenses, including office space, equipment and office staff they may employ.

Your Financial Advisor receives a portion of the commissions, fees and charges that you pay when you invest your transferred or rolled-over retirement assets (e.g., employer-sponsored 401(k) plan) with us based on their recommendation.

We also pay Financial Advisors on production, including total volume of product sales, length of time that you continue to pay premiums or keep assets invested in the products sold, and the profitability of the products. Therefore, Financial Advisors have an incentive to recommend a product or service with a higher compensation payout.

Financial Advisors may enter into a loan agreement with a customer who is also an immediate family member or a financial institution in the business of providing credit, financing or loans and the terms of the lending arrangement are those that would also be available to the general public doing business with such an institution.

Your Financial Advisor may participate in an outside business activity with an entity not affiliated with Thrivent. These activities may occur during normal business hours, including securities trading hours.

## **Financial Information**

Thrivent does not require prepayment of investment advisory fees six months or more in advance.

Thrivent is not aware of any financial condition that is reasonably likely to impair its ability to meet any contractual commitments to clients.

## EXHIBIT A

Thrivent may provide information explaining how certain combinations of securities may have performed historically. Because this performance does not show the actual, historical performance of any Thrivent client accounts, it is considered “hypothetical performance,” and does not represent or show the investment performance Thrivent or your Financial Advisor achieved in advising clients. Please see [www.thrivent.com/files/hypothetical-performance-client-education.pdf](http://www.thrivent.com/files/hypothetical-performance-client-education.pdf) for more information and education on what is hypothetical performance and what to look for when receiving hypothetical performance.

