

DESCRIPTION OF SERVICES BROCHURE

FORM ADV PART 2A BROCHURE



First Command Advisory Services, Inc.

1 FirstComm Plaza, Fort Worth, Texas 76109-4999
1-800-443-2104

Overseas, Call 817-731-8621
www.firstcommand.com
clientservices@firstcommand.com

This brochure is dated December 15, 2018.

This brochure provides information about the qualifications and business practices of First Command Advisory Services, Inc. If you have any questions about the contents of this brochure, please contact us at 1-800-443-2104 (or, if overseas, 817-731-8621). The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about First Command Advisory Services, Inc. is also available on the SEC's website at www.adviserinfo.sec.gov.

First Command Advisory Services, Inc. is an SEC-registered investment adviser. Registration as an investment adviser with the SEC does not imply a certain level of skill or training.

MATERIAL CHANGES SINCE LAST UPDATE

This brochure is dated December 15, 2018. We may update this brochure at any time. We will notify you whenever there are material changes to our disclosures in this brochure. In addition, we will annually provide you a summary of material changes along with an offer to provide you with a current copy of this brochure.

There have been no material changes to this brochure since our last annual update.

You may request a current copy of this brochure at any time by contacting your Financial Advisor, calling First Command's Home Office at 800-443-2104 (overseas, call 817-731-8621), or visiting www.firstcommand.com.

TABLE OF CONTENTS

I.	FORM ADV PART 2A: FIRM BROCHURE	4
A.	OUR ADVISORY BUSINESS	4
B.	FEES AND COMPENSATION	6
C.	PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT	10
D.	TYPES OF CLIENTS	10
E.	METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS	10
F.	DISCIPLINARY INFORMATION	11
G.	OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS	11
H.	CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENTS TRANSACTIONS & PERSONAL TRADING	12
I.	BROKERAGE PRACTICES	12
J.	REVIEW OF ACCOUNTS	13
K.	CLIENT REFERRALS AND OTHER COMPENSATION	13
L.	CUSTODY	14
M.	INVESTMENT DISCRETION	14
N.	VOTING CLIENT SECURITIES	14
O.	FINANCIAL INFORMATION	14
II.	FIRST COMMAND PRIVACY POLICY	15
III.	OTHER IMPORTANT DISCLOSURES	18
IV.	INVESTMENT ADVISORY AGREEMENT	22
V.	ELECTRONIC DELIVERY AGREEMENT	27
VI.	GLOSSARY OF TERMS	28

I. FORM ADV PART 2A: FIRM BROCHURE

A. OUR ADVISORY BUSINESS

1. Who We Are

First Command Advisory Services, Inc. ("First Command") and its affiliated entities have been serving American families since 1958. First Command is registered as an investment adviser with the U.S. Securities and Exchange Commission ("SEC").

We embrace time-tested financial principles, advocating a disciplined, long-term approach to saving and investing, supported by strategies to manage financial risk. Through a values-centered approach to financial planning and a client-first philosophy, we have established lasting relationships with hundreds of thousands of client families. We are committed to helping our clients plan confidently for the future and accompanying them on their financial journeys. We believe in offering our clients personal face-to-face service, whenever possible, through our investment adviser representatives ("Advisor" or "Advisors").

First Command is a wholly-owned subsidiary of First Command Financial Services, Inc. First Command Financial Services, Inc. is 100 percent owned by the First Command Employee Stock Ownership Plan.

All references to "you" and "your" in this brochure refer to prospective and existing clients of First Command. References to "we," "us" or "our" refer to First Command and/or your Advisor.

Registration as an investment adviser with the SEC does not imply a certain level of skill or training.

2. Our Investment Advisory Services

In our capacity as an investment adviser, we offer financial planning services, asset management services, and other investment advisory services to individuals and entities. These services are described in further detail below:

3. Our Tailored Professional Services

We offer our clients personalized investment advisory services and financial planning services for a fee. These services are collectively called Tailored Professional Services ("TPS").

If you choose to become a TPS client, you will be entitled to personalized investment advisory services and financial planning services from us for a term of 12 months. The initial 12 month term begins on the date that you sign the Investment Advisory Agreement ("IAA"). You may renew prior to the end of each term for an additional 12 month term of service.

The following services are included as part of the TPS program:

- Reasonable personal or telephone access to the Advisor for continued financial advice.
- A written financial plan with recommendations for cash management (banking), wealth accumulation and management (investments), and risk management (insurance) during your initial term of service.
- An updated written financial plan during any renewal term in which you report a material change to your circumstances.
- Access to First Command's web features.
- Periodic financial reviews or "progress meetings" with your Advisor within the Service Period.
- When appropriate, and with your consent, bringing together other professionals into a "deliverables team" to provide more complete service. This may include a CPA/accountant, tax analyst, estate planner, attorney, real estate specialist and/or financial product specialist. Please note the TPS fee does not cover fees charged by other professionals on the deliverables team who will bill separately for their services.

In addition to the above services, we will also provide you with other advisory services based upon your specific situation and needs. At the beginning of the initial term, as well as at each renewal term, you and your Advisor will discuss the services expected to be provided during the term when negotiating the fee for that term.

In order to provide you with TPS, our 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. Any financial plan and/or other recommendations prepared for you will address your current financial circumstances and goals, and will be based on the information you provide on questionnaires, documents, and during interviews with your Advisor. We will work collaboratively with you and encourage you to be an active participant in all discussions related to the advisory services we provide to you.

We note that our recommendations for investments will focus on mutual funds, asset management services, variable annuities, variable life insurance, and Section 529 Plans. Our advice will typically be limited to these types of investments. On a limited basis in certain offices, we may also recommend individual equities, exchange traded products or fixed income investments (corporate bonds, treasuries, etc.). We may also give you suggestions to manage risk (insurance). However, no part of the advisory fee charged to you is for recommendations related to insurance.

You determine whether to implement any of the recommendations provided to you and are under no obligation to purchase any product or service through First Command Advisory Services, Inc. or its affiliates.

4. Limited Advisory Services Without a Fee

At our discretion, we may also provide investment advice to clients who may not be TPS clients or Asset Management Solutions ("AMS") program clients without charging an advisory fee. Such services may include, but are not limited to, debt reduction recommendations, setting up appropriate savings programs through banking products, and/or recommendations for investments and insurance.

5. Our Asset Management Solutions™ Program

As part of our AMS program, we offer two services: the Foundations Investment Program and the Select Investor Program. The AMS program enables us to provide you with customized investment portfolio options composed of mutual funds and/or exchange-traded products managed by our Investment Management Team.

If you desire to invest in our AMS program, your Advisor will provide you with a copy of our Wrap Fee Brochure which explains the AMS program in detail.

First Command manages your investments on a discretionary basis as part of its AMS program. With the exception of our AMS program, we will not exercise any discretion over any investments we may recommend to you.

First Command and your Advisor will each share a portion of the wrap fee charged to you for your participation in the AMS program.

6. Assets Under Management

As of September 30, 2018, First Command manages \$13 billion on a discretionary basis as part of its AMS program.

7. Investment Advisory Agreement

In order to obtain investment advisory services from First Command, you will be required to enter into an Investment Advisory Agreement ("IAA"). An Investment Management Agreement ("IMA") also will be required for clients opening an AMS account. These agreements are designed to 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.

We may update our service offerings from time to time. However, we will continue to honor our obligations under agreements entered into with existing clients until notice is provided otherwise or until a new agreement which replaces the existing agreement is signed. Existing clients who choose to take advantage of new offerings may be required to sign a new agreement.

B. FEES AND COMPENSATION

Our fees and compensation for the above-described investment advisory services are as follows:

1. Our TPS Fees and Compensation

- a) **Fee.** The fee you pay for TPS reflects the time and effort which First Command and your Advisor will devote to providing you with personalized investment advisory services and financial planning services, as well as our training and experience.

First Command will calculate the initial fee for TPS based upon your income and investable assets, the complexity of your situation, and the experience and credentials of the Advisor assigned to you.

The fee will be between \$750 and \$6,000 and will be valid for the initial 12 months term only. The fee is negotiable and will be payable when signing the IAA. You and your Advisor will discuss the personalized investment advisory services and financial planning services expected to be provided during the term when negotiating the fee for that term.

- b) **Renewal Terms.** The fee for each 12 month renewal term will be determined in the same manner as the initial term.
- c) **Refunds.** In the event you decide to terminate the IAA within five (5) business days after signing it, you will receive a full refund of the TPS fee you paid.
- d) **Discounts.** First Command may discount, reduce, or waive TPS fees at its sole discretion.
- e) **Active Duty Military Clients.** In recognition of the service and sacrifice that members of the US military provide to our Nation, First Command will not charge TPS fees to active-duty military clients and their dependents.
- f) **Compensation to Your Advisor.** Both First Command and your Advisor will receive a portion of the TPS fee charged to you. This compensation is paid to Advisors for their time and effort in providing services to you.

2. Our AMS program Related Fees Compensation

If you desire to invest in our AMS program, your Advisor will provide you with a copy of our Wrap Fee Brochure which explains the AMS program. Our Wrap Fee Brochure discusses the fees and compensation for our AMS program in detail.

3. Fees and Compensation Related to Other Investment, Insurance, and Banking Products

The following commissions, fees, and other costs may be applicable should you desire to implement recommendations made to you for investments, insurance, or banking. These fees and charges are in addition to and separate from the fees discussed above. Advisory fees discussed above related to the TPS and the AMS program are not offset by these commissions, fees, and other costs.

a) 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, First Command Insurance Services, Inc. receives commissions for your insurance purchases. The commission is based on a percentage of the premium paid by you.

Mutual funds typically deduct sales charges from your investments in order to pay a commission to First Command Financial Planning, Inc. as compensation for its services. We do not recommend no-load funds.

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 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 do not desire to do so.

First Command Financial Planning, Inc. and your Advisor share a portion of the commission from the investment company for any investment product you decide to purchase. In addition, First Command Insurance Services, Inc. and your Advisor share a portion of the commission from the insurance company for any insurance product you decide to purchase. We recognize there is a potential for conflict of interest when Advisors offer investment advisory services while also being compensated for the sale of products. This conflict is disclosed to you in this brochure. In order to address this conflict, we maintain policies and procedures to ensure that any recommendations made to you are in your best interests and consistent with First Command's and your

Advisor's fiduciary responsibilities. If a situation arises where we feel we cannot make recommendations to you that are in your best interests, we will notify you and may terminate your advisory relationship if we or you determine appropriate.

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. We offer no investment products exclusive to First Command apart from the AMS program. First Command Insurance Services, Inc. may arrange proprietary terms with some of our insurance partners in the interests of our clients.

b) Other Compensation We Receive Related to Your Insurance Purchases

In addition to commissions, First Command Insurance Services, Inc. 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. First Command Insurance Services, Inc. may share a portion of this compensation with your Advisor.

c) Other Compensation We Receive Related to Your Investment Purchases

First Command Financial Planning, Inc. receives the following additional compensation related to your investment purchases.

- **12b-1 Fees.** These fees are charged by mutual fund companies to help offset costs associated with providing ongoing service and support related to the sale and marketing of certain mutual funds. 12b-1 fees are usually shared with the broker-dealers that offer such funds. For the "A" shares of most mutual funds, the 12b-1 fee is normally 0.25%, and First Command Financial Planning, Inc. shares a portion of this fee with your Advisor.
- **Revenue Sharing.** First Command Financial Planning, Inc. receives payments that range from 0.01% to 0.15% of net assets invested and/or fund sales for the marketing support and client service it provides on behalf of the distributors of certain mutual fund companies. Currently, Invesco, Fidelity, Pioneer, Franklin Templeton, and MFS pay these fees to First Command. Similar arrangements may be established with additional mutual fund companies in the future. These fees are paid to First Command Financial Planning, Inc. by the distributors of the funds from their own assets and resources (not the assets of the funds). There is no additional cost to shareholders or the funds.

First Command Financial Planning, Inc. does not share the above-described revenue with your Advisor; therefore, your Advisor does not consider such fees when deciding which investments to recommend to you.

d) Fees and Expenses for First Command Brokerage Accounts Custodied at Pershing LLC

- **Brokerage Fees.** If you have a First Command brokerage account, all securities and brokerage transactions in such account are effected by First Command Financial Planning, Inc., as an introducing broker-dealer, and cleared by Pershing LLC, as the clearing broker-dealer. Pershing LLC is the firm that is responsible for custodianship of assets and execution and settlement of all trades within First Command brokerage accounts. First Command Financial Planning, Inc. will charge brokerage fees (i.e., commissions, ticket charges, etc.) and certain other fees for requested service actions. These fees will be disclosed to you in First Command's Brokerage Fee Schedule, which will be provided to you prior to account opening. First Command Financial Planning, Inc. and your Financial Advisor will each share a portion of the brokerage fees charged to your account.
- **IRA Custodial Fees.** If you own an IRA account within a First Command Brokerage Account custodied at Pershing LLC, First Command Bank will serve as your IRA custodian. First Command Bank will charge the following fees for the administrative services it performs as your IRA custodian:

8. Annual Maintenance Fee:

- \$25 per Traditional IRA, Roth IRA, SEP IRA, or Coverdell ESA account;
- \$50 per SARSEP or SIMPLE IRA account.

9. Termination Fee:

- \$75 per IRA account

First Command Bank will share the above IRA Custodial fees with First Command Financial Planning, Inc. and Pershing LLC in consideration for the services provided by these entities to support First Command Bank as custodian of your IRA. Neither First Command Advisory Services, Inc. nor your Advisor receives any portion of the IRA custodial fees described above.

Pershing LLC is also the custodian of assets for the AMS program. Fees related to the AMS program are different and separately disclosed in the Wrap Fee Brochure you will receive prior to opening an AMS account.

e) Commissions and Fees from Annuities.

First Command Insurance Services, Inc. and/or First Command Financial Planning, Inc. will receive 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 Insurance Services, Inc. and/or First Command Financial Planning, Inc. will also receive a periodic payment from the insurance company based on the value of the account.

f) Reimbursement for Training, Education, and Due Diligence Meetings

Occasionally, one or more of our business partners will reimburse First Command Advisory Services, Inc. or First Command Financial Planning, Inc. for costs related to:

- their participation in training and education sessions that we conduct for our Advisors at companywide or regional meetings;
- educational sessions we hold for our clients;
- reasonable expenses associated with conducting due diligence review of their companies and their products; or
- our attendance at their training and educational conferences, including travel and other related expenses.

This reimbursement is applied to offset the expenses of the applicable event, is not based on any particular sales target. For mutual funds, the reimbursement is paid by the distributors of funds from their own assets and resources (not the assets of the funds). There is no additional cost to shareholders or the funds.

g) Limitations on Mutual Fund and Annuity Recommendations

Mutual Funds: First Command Advisors will only make recommendations for mutual fund investments in new accounts from the following mutual fund families:

- a) The "Five Primary Fund Partners:"
 - i. Fidelity Advisor Funds ("Fidelity");
 - ii. Franklin Templeton Investments ("Franklin Templeton");
 - iii. Invesco, Ltd ("Invesco");
 - iv. Pioneer Investments ("Pioneer"); and
 - v. Massachusetts Financial Services Company ("MFS").
- b) American Funds ("American").

However, for accounts already in existence, you may currently hold positions in mutual funds other than those named above. Should you desire to purchase additional mutual funds, your First Command Advisor may recommend purchases from your current mutual fund companies. Such recommendation may allow you to benefit from sales load breakpoints or rights of accumulation. Of course, your First Command Advisor will evaluate each transaction as it occurs and make recommendations based on your circumstances at that time, including prior mutual fund holdings.

The reasons for this limitation in new investment accounts are:

- a) First Command has long-standing business relationships with the Five Primary Fund Partners. First Command also has long experience in offering American Funds. These six companies are large national mutual fund firms that offer numerous funds to address the spectrum of client investment horizons and risk profiles. Each have exhibited stability over time and careful attention to designing mutual fund products that support a long-term investment strategy that is a feature of First Command's investment philosophy for meeting client needs.
- b) In addition, First Command management participates in regular due diligence meetings with representatives of the Five Primary Fund Partners: Fidelity, Franklin Templeton, Invesco, Pioneer and MFS. These due diligence meetings allows First Command Advisors to receive the most up to date information about the mutual fund products offered. The close business relationship allows First Command to directly work with the fund managers and administrators to address client concerns and needs. First Command also meets with fund managers to address more general questions about a fund's performance over time, and this information inures to the benefit of First Command clients generally.
- c) First Command and American do not participate in the same due diligence and other business meetings described above. However, First Command over time has carefully reviewed American's prospectuses, statements of additional information, and related disclosures and publically released data. First Command has many years of experience in matching the appropriate American fund or funds to a client's investment horizon, risk tolerance, and overall investment needs. Together, this allows First Command to include American as a useful, appropriate, and approved fund for its clients.

The Five Primary Fund Partners also pay First Command revenue sharing as discussed above in the "Fees and Compensation" section of this brochure.

Annuities: First Command Advisors will only make recommendations for annuity contracts in accounts as follows:

- a) For indexed and variable annuity contracts, the following carriers:
 - i. ANICO (American National Insurance Company);
 - ii. Allianz;
 - iii. Athene USA;
 - iv. AXA;
 - v. Great American Insurance Company;
 - vi. Lincoln Financial Group; and
 - vii. Brighthouse Securities, LLC (formerly MetLife);
 - viii. OneAmerica (The State Life Insurance Company); and
 - ix. Transamerica.
- b) For fixed rate annuity contracts, the following carriers:
 - i. ANICO;
 - ii. Great American;
 - iii. Lincoln Financial;
 - iv. Brighthouse Securities, LLC. (formerly MetLife); and
 - v. OneAmerica (The State Life Insurance Company).

First Command limits its annuity contract recommendations to the above firms because they have each undergone a detailed due diligence process. Subject matter expert teams at First Command have examined each annuity carrier's financial history, capital structure, and product capabilities to ensure that the carrier's annuity offerings align with First Command's philosophy for such products. This includes a close review of any past or current regulatory complaints or related issues. One requirement of this due diligence process is to only on-board carriers with an 'A' rating from nationally recognized rating services. This ensures that recommended annuity carriers evidence the highest financial stability and safety for First Command clients. Many of these carriers have had a long standing relationship with First Command and the carrier's ability to provide exceptional customer service and issue resolution support has been observed over time. First Command has partnered with these carriers to encrypt clients' personal information during electronic correspondence to ensure client confidentiality. A feature criteria for carrier selection is the capability to meet our clients' retirement

income planning needs for guaranteed lifetime income, downside protection, and survivor or legacy income. Our range of annuity solutions allow us and the First Command Advisor to select which carrier can best meet a particular client's needs.

h) First Command Bank Fees

First Command Bank will service the bank accounts that are introduced by your 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 Advisor in recognition of his or her efforts to promote your banking relationship. The fees paid to your Advisor will not affect the charges you pay or interest you pay or receive.

i) 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 Advisor for tax preparation participation will not affect the fees you, as a tax preparation client, are charged. Tax preparation services are offered by our parent company, First Command Financial Services, Inc.

C. PERFORMANCE BASED FEES AND SIDE-BY-SIDE MANAGEMENT

We do not charge performance-based fees. We also do not offer side-by-side management.

D. TYPES OF CLIENTS

In our capacity as an investment adviser, we offer advisory services to individuals, corporate entities, and trusts only. We do not do business with pension plans, investment companies, or institutional clients.

Except for the AMS program, we do not impose a minimum initial requirement for investing in mutual funds or other investment products we may offer.

Should you desire to invest in our AMS program, the minimum initial investment requirement to participate in the Foundations program is \$20,000 per registration type and the minimum initial requirement to participate in the SIP program is \$50,000 per registration type.

E. METHODS OF ANALYSIS, INVESTMENT STRATEGIES AND RISK OF LOSS

First Command's Investment Management Team (IMT) conducts the firm's due diligence on investment products offered to our clients and manages the day-to-day decisions for the model portfolios in the AMS program.

First Command requires the IMT to follow a disciplined approach in researching current and potential investments, with decisions based on:

- **Philosophy.** We are biased toward managers who select investments based on fundamental analysis of underlying business characteristics, comprehensive review of financial statements, and prudent consideration of risks including security valuation.
- **Process.** We demand alignment of the process with the stated philosophy and evidence of its consistency and successful execution over time.
- **People.** The character of the individuals who will manage our clients' assets is of the utmost importance. We must maintain high confidence in the experience, integrity, and dedication of those who have primary responsibility for investment decisions and be comfortable with the teams which support them and the firm cultures in which they operate.

- **Price.** We must believe that the cost of a product is reasonable in the context of the value it can deliver for clients and in comparison to similar alternatives.

The IMT uses a variety of quantitative and qualitative techniques as part of its analysis, including many principles which have collectively become known as Modern Portfolio Theory. Modern Portfolio Theory is a theory of investment which attempts to maximize portfolio expected return for a given amount of portfolio risk, or equivalently minimize risk for a given level of expected return, by carefully choosing the proportions of various assets. Of course, while risk can be managed, it cannot be avoided. We do not guarantee the performance of any 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 us 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. Investing in securities involves risk of loss that clients should be prepared to bear.

The sources of information used by First Command include research materials prepared by organizations such as Morningstar, Inc. and the Investment Company Institute, financial periodicals, annual reports, prospectuses and the other documents created by the product issuers.

While we use the methods and tools noted above as part of our due diligence, each recommendation to a client is primarily built upon the client's goals, needs, objectives, and attitudes towards risk. The recommendations generally have a long-term focus, and we primarily recommend mutual funds brokered by First Command Financial Planning, Inc. and our AMS program. The actual risks associated with these investments will vary depending on the particular investment chosen, but the most important risk—like with all securities—remains the potential for loss of principal and income. Other material risks include: (1) the possibility of costs even in case of negative returns; (2) lack of control (the fund manager or portfolio manager controls the buying and selling as well as the timing of those trades); and (3) price uncertainty (the price at which you purchase or redeem shares will typically depend on the fund's NAV, which may not be calculated until many hours after you've placed your order). Stock market volatility, interest rate changes, inflation risk, interest rate risk, credit risk, political and country risk, management and company risk, etc. should also be taken into account.

F. DISCIPLINARY INFORMATION

First Command has not been subject to any reportable legal or disciplinary events.

G. OTHER FINANCIAL INDUSTRY ACTIVITIES AND AFFILIATIONS

First Command Financial Services, Inc. is the parent company of First Command Advisory Services, Inc., First Command Financial Planning, Inc., First Command Insurance Services, Inc., First Command Bank, and First Command Europe Ltd.

First Command Financial Planning, Inc. is a broker-dealer. It offers brokerage services and securities products, including mutual funds, Section 529 Plans, variable annuities, and variable life insurance products. First Command Financial Planning, Inc. is a member of the Financial Industry Regulatory Authority ("FINRA"). First Command Financial Planning, Inc. is authorized to conduct business in all 50 states, and the District of Columbia. It is also a member of the Securities Investor Protection Corporation ("SIPC") and the Municipal Securities Rulemaking Board ("MSRB").

First Command Insurance Services, Inc. is a life insurance general agency. Insurance products and services are offered by First Command Insurance Services, Inc. Insurance product offerings include life insurance, long term care insurance, disability income insurance, liability insurance, property and casualty insurance, and annuities.

First Command Bank is a federally chartered savings and loan association 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.

Our Advisors are typically investment adviser representatives for First Command Advisory Services, Inc., registered representatives for First Command Financial Planning, Inc. and insurance agents for First Command Insurance Services, Inc. Our Advisors will also receive support fees from First Command Bank in recognition of their efforts to promote your banking relationship with First Command Bank.

In Europe, investment and insurance products and services are offered through First Command Europe Ltd. First Command Europe Ltd. is authorized and regulated by the Financial Conduct Authority (FCA) and is bound by the FCA's rules and regulations in the conduct of its business. First Command Europe Ltd.'s FCA register number is 482323 and its head office is located at: 1A Gregory Road, Mildenhall Suffolk, IP28 7DF, United Kingdom.

You may check First Command Europe Ltd.'s authorizations with the FCA at www.fsa.gov.uk/register/home.do, by calling the FCA at 0845 606 1234, or by writing to the FCA at 12 Endeavour Square, London UK E20 1JN. Certain investment and insurance products offered in the United States may not be available in Europe.

We recognize there is a potential for conflict of interest when offering investment advisory services while our affiliates are also being compensated for the sale of securities, insurance and banking products. This conflict is disclosed to you in this brochure. In order to address this conflict, First Command maintains policies and procedures to ensure that any recommendations made to you are in your best interests and consistent with First Command's and your Advisor's fiduciary responsibilities. If a situation arises where we feel we cannot make recommendations to you that are in your best interests, we will notify you and may terminate your advisory relationship if we or you determine appropriate.

H. CODE OF ETHICS, PARTICIPATION OR INTEREST IN CLIENTS TRANSACTIONS & PERSONAL TRADING

First Command 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 any client or prospective client upon written request to:

Chief Compliance Officer
Attn: First Command Code of Ethics
1 FirstComm Plaza, Fort Worth, TX 76109-4999

First Command, its parent company and affiliates participate in many of the same securities we recommend to you for their corporate holdings and their retirement plans maintained for employees. In all instances, the positions these companies maintain are small enough to have no impact on the pricing or performance of the security. First Command, its parent company and affiliates do not buy from, sell to, or otherwise enter into transactions for securities with clients or client accounts.

I. BROKERAGE PRACTICES

First Command Advisory Services, Inc. will recommend its affiliate First Command Financial Planning, Inc. for all brokerage transactions.

For transactions in AMS accounts and First Command brokerage accounts, we will submit your trade to First Command Financial Planning, Inc., as the introducing broker-dealer. Pershing LLC is the custodian of assets and executes and settles all trades for such accounts pursuant to its clearing agreement with First Command Financial Planning, Inc. Pershing LLC and First Command Financial Planning, Inc. are not affiliated entities of each other. Pershing LLC is a subsidiary of BNY Mellon and a member of the Securities Investor Protection Corporation (SIPC). Pershing LLC will mail you a disclosure statement with important information about itself and its clearing agreement with First Command Financial Planning, Inc. upon account opening. You may also visit Pershing LLC's website at www.Pershing.com.

Mutual funds, Section 529 Plans, and variable products may also be held directly at the investment company or insurance company. First Command Financial Planning, Inc. is the broker-dealer of records on these accounts. The investment or insurance company will be responsible for executing all trades and custody of assets.

To the extent applicable, the investment and insurance companies and Pershing LLC will be responsible for maintaining policies and procedures for aggregating the purchase or sales of securities for client accounts. Their offering and disclosure documents may provide you with information regarding their practices. Aggregation will generally not have an effect on the price you pay or receive when purchasing or selling mutual funds.

You may choose to use a broker-dealer other than our affiliate First Command Financial Planning, Inc. for transactions, except for in our AMS program, if you desire to do so.

Not all investment advisers require their clients to use a specific broker-dealer. Directing brokerage may result in broker-dealers being unable to achieve the most favorable execution of client transactions, which could cost clients more money. In the case of mutual funds, it is important to note that the price at which you purchase or redeem shares will typically depend on the fund's NAV, which the fund may not calculate until many hours after you've placed your order. In general, mutual funds must calculate their NAV at least once every business day, typically after the major U.S. exchanges close. As such, directing brokerage will generally not have an effect on the price you pay or receive when purchasing or selling mutual funds.

As previously noted, we recognize there is a potential for conflict of interest when offering investment advisory services while our affiliates are also being compensated for the sale of securities, insurance and banking products. This conflict is disclosed to you in this brochure. In order to address this conflict, First Command maintains policies and procedures to ensure that any recommendations made to you are in your best interests and consistent with First Command's and your Advisor's fiduciary responsibilities. If a situation arises where we feel we cannot make recommendations to you that are in your best interests, we will notify you and may terminate your advisory relationship if we or you determine appropriate.

J. REVIEW OF ACCOUNTS

If you are an AMS program client, we will periodically rebalance your account assets consistent with the chosen strategic asset allocation as discussed in more detail in the Wrap Fee Brochure for AMS.

We do not review or manage any accounts other than accounts invested in the AMS program.

We recommend that all clients meet with their Advisor on at least an annual basis for a review. During reviews, your personal financial information will be updated. We may recommend more frequent reviews depending on your particular situation or if a periodic review raises questions about your portfolio. You should contact your Advisor any time a material change in your circumstances occurs which might affect the manner in which your assets should be invested. A revised recommendation will be made, if appropriate.

Account statements will be provided to you in writing or electronically on at least a quarterly basis. These statements will contain balances as well as transaction history for your account during the indicated period. You should review your account statements and confirmations closely to ensure there are no unauthorized transactions in your account. You should notify us in writing within 30 days of receipt of your account statement or confirmation if you have any questions or concerns regarding the information contained therein. Unless you notify us within 30 days, we will not be responsible for any unauthorized transactions or other errors in your account.

K. CLIENT REFERRALS AND OTHER COMPENSATION

We do not receive any additional compensation for our advisory services other than as described in this brochure. We also do not pay fees to other parties for client referrals.

L. CUSTODY

We do not have custody of your assets. Pershing LLC (Member FINRA, SIPC) is the custodian of assets and executes and settles all trades for AMS accounts and First Command brokerage accounts. Pershing LLC will send you statements on at least a quarterly basis.

Mutual fund accounts, Section 529 plans, and annuities may be custodied directly at the applicable investment or insurance company. If you own such products, the applicable investment or insurance company will send statements to you on at least a quarterly basis.

You should carefully review all statements received, ensure that they are accurate, and notify us immediately if there are any discrepancies.

M. INVESTMENT DISCRETION

With the exception of accounts invested in our AMS program, we will not exercise any discretion over your investments. 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.

If you are an AMS client, we will exercise our discretion as granted by you in the IMA, including certain restrictions described in the IMA.

N. VOTING CLIENT SECURITIES

For all accounts other than AMS accounts, we do not have the authority to vote client securities. Clients will receive voting information directly from the applicable investment company and be responsible for all voting decisions as described in the offering documents. Clients may contact their Advisor or our Home Office at 800-443-2104 (or if overseas, 817-731-8621) if they have any questions about a particular solicitation.

For AMS accounts, we maintain a Proxy Voting Policy, which is discussed in our Wrap Fee Brochure. You may write to the below address for a copy of our Proxy Voting Policy for AMS:

SVP, Operations
Attn: Proxy Voting Policy
1 FirstComm Plaza, Fort Worth, TX 76109-4999

O. FINANCIAL INFORMATION

First Command is financially able to meet all of its obligations.

We have not been the subject of a bankruptcy petition and do not anticipate any issues that would limit our ability to meet our contractual obligations to our clients or business partners.

II. 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 an updated copy of the First Command Privacy Policy whenever there are changes to our policies and practices with regard to disclosing non-public personal information. Additionally, it is available on the Internet at www.firstcommand.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., First Command Advisory Services, Inc. First Command Insurance Services, Inc. First Command Bank, and First Command Europe Ltd. (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.
- 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.

B. INFORMATION SHARING WITH THIRDPARTIES

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 creditbureaus.
- 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.

C. INFORMATION SHARING WITHIN THE FIRST COMMAND FAMILY OF COMPANIES

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 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.

Federal law allows you to direct us: (1) not to share information about your creditworthiness received from you or others within our Family of Companies, and/or (2) not to market products or services to you based on information received from one of our other companies. These limitations may 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. Importantly, should you choose to exercise your right to limit our ability to share your information among our Family of Companies, we will be unable to establish or continue a relationship with you as your choice will limit our ability to serve you as discussed above. With this in mind, if you desire to inform us of your choice, 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. If you have a joint account, your direction will apply only to you unless you specifically state that your direction is on behalf of all joint account owners.

D. 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.

E. ONLINE SECURITY POLICY

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

F. 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 described 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.

III. OTHER IMPORTANT DISCLOSURES

A. OUR CUSTOMER IDENTIFICATION PROGRAM

To help the government fight the funding of terrorism and money laundering activities, federal law requires First Command Advisory Services, Inc., its affiliates, and all other financial institutions to obtain, verify, and record information that identifies each person who opens an account. This notice answers some questions about our Customer Identification Program.

When you open an account, we require the following information:

1. Name
2. Date of birth
3. U.S. Physical Address
4. Taxpayer identification number, Social Security number or employer identification number

You may also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement.

U.S. Department of the Treasury, Securities and Exchange Commission, FINRA, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

We may not be able to open an account or carry out transactions for you if you do not provide the information requested or your identity cannot be verified. If we have already opened an account for you, we may have to close it.

B. FINRA'S BROKERCHECK PROGRAM

FINRA Rule 2267 requires broker-dealer firms, such as First Command Financial Planning, Inc., to inform you that the FINRA BrokerCheck hotline number is 800-289-9999 and the FINRA web site address is www.finra.org. An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA.

C. 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 plans will be formally reviewed on an annual basis. The plans outlined here are based on estimates and assumptions about possible future occurrences. 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 their Advisor may contact our Home Office or another First Command office for assistance or information. Our Home Office may be contacted by writing to 1 FirstComm Plaza, Fort Worth, TX 76109-4999, by calling 800-443-2104 or by emailing clientservices@firstcommand.com. Contact information for other First Command offices is available on our website at www.firstcommand.com.

In the event that First Command experiences a significant business interruption and no First Command representative is available:

- For queries regarding mutual fund accounts held directly at the fund company, clients may contact the individual fund companies directly by consulting the fund company Web sites or the toll-free number referenced on your transaction statements.
- For queries regarding AMS accounts or First Command brokerage accounts where Pershing LLC is the custodian of assets, clients may contact Pershing LLC directly to process limited trade-related transactions, cash disbursements and other transfers. Instructions to Pershing must be in writing and transmitted via facsimile to 201-413-5368 or by postal service to:

Pershing LLC
P.O. Box 2065
Jersey City, New Jersey 07303-2065

For additional information about how to request funds and securities through Pershing LLC when First Command cannot be contacted due to a significant business interruption, please select the Business Continuity and Other Disclosures link at the bottom of the home page on the Pershing web site at www.pershing.com or call 201-413-3635 for recorded instructions. If you cannot access the instructions from the above web site or telephone number, you may call 213-624-6100, option 5, extension 500, an alternate Pershing number, for recorded instructions.

Information regarding Pershing LLC's Business Continuity Plan will be provided to you in Pershing's Disclosure Statement, which will be mailed to you when you open an account.

Insurance Products. Clients who are unable to contact their First Command Financial Advisor may contact our Home Office or another First Command office for information. In the event that First Command experiences a significant business interruption and no First Command representative is available, 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
PO Box 901041, Fort Worth, TX 76101-2041

Phone: 817-763-0000
Toll Free: 888-763-7600

Fax: 817-763-0557
Toll Free Fax: 888-763-7605

Phone: 888-763-7601

Email: info@firstcommandbank.com
Web site: www.firstcommand.com

D. ADDRESS CHANGES AND CLIENT ASSIGNMENT

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) 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

- **Email**

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 First Command Bank**

For those First Command Bank clients that also have products with First Command Financial Planning, Inc. and/or First Command Advisory Services, Inc., you can direct that First Command Bank notify First Command Financial Planning, Inc. and/or First Command Advisory Services, Inc. of your new address, as well.

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

Our goal is to provide you with the best, face-to-face service we possibly can. To this end, we prefer to assign you to an Advisor who is local to your area to assist you with your financial planning needs. We recognize that military members and others may move due to a change in duty location, job, family situation, etc. When you move, we will reassign you to another Advisor who is closer to your new location. In locations where we are unable to assign you to a local Advisor, we will offer you remote assistance through a team of Advisors in our Home Office. Requests for exceptions to this policy may be considered on a case-by-case and are subject to our sole discretion.

E. CUSTOMER COMPLAINTS

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

First Command Quality Management Department
1 FirstComm Plaza, Fort Worth, TX 76109-4999

Email: *Quality_Management_Inbox@firstcommand.com*

Telephone: 800-443-2104

Fax: 817-569-2244

F. ADDITIONAL RIGHTS WE RESERVE

In addition to the rights expressly stated in this document and elsewhere, First Command Financial Planning, Inc., First Command Advisory Services, Inc., First Command Bank and their affiliates and parent company 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 for cause (e.g., in cases of abusive or threatening conduct, or suspicious, fraudulent, or illegal activity) or without cause. These actions may be taken at our sole discretion and without your prior consent.

G. WORKING WITH OTHER PROFESSIONALS

From time to time, your Advisor may suggest and, with your written permission, work with other professionals (i.e., estate planners, accountants, attorneys, etc.) in the development and/or implementation of your financial plan or delivery of other services. Such professionals may charge fees which are separate from, and in addition to, fees charged by First Command or any of our product providers. An Advisor's suggestion of any other professionals to the client shall not constitute an endorsement of such other professionals by the Advisor or First Command. Clients engaging any such other professionals do so independently of the Advisor or First Command. Clients are solely responsible for all aspects of their relationship with any other professionals (including, but not limited to, independently interviewing, negotiating fee schedules, payment terms, hiring and firing, etc.).

H. INFORMATION REGARDING CFP® CERTIFICANTS

If your Advisor is a CFP® certificant, he or she acknowledges his or her responsibility to adhere to the standards established in CFP Board's Standards of Professional Conduct, including the duty of care of a fiduciary, as defined by CFP Board. If you become aware that his or her conduct may violate the Standards, you may file a complaint with CFP Board at www.CFP.net/complaint. The Certified Financial Planner Board of Standards, Inc. owns the certification marks CFP®, CERTIFIED FINANCIAL PLANNER™ and federally registered CFP (with flame design) in the U.S., which it awards to individuals who successfully complete CFP Board's initial and ongoing certification requirements.

I. IMPORTANT NOTICE REGARDING DELIVERY OF DISCLOSURE DOCUMENTS (HOUSEHOLDING AND E-DELIVERY)

Each year, we are required to automatically send you our privacy policy notice and certain other disclosure documents. In order to reduce the volume of mail you receive, when possible, only one copy of these documents will be sent to clients who are part of the same family and share the same household address.

Household-based mailings will be sent to your mailing address on file with us or will be delivered to you electronically if you have authorized e-delivery. To sign up for e-delivery, choose from these options:

- Log on to your Command Center account and consent to e-delivery via the MyProfile screen.
- Call the First Command Client Services Center at 800-443-2104 so that a representative can assist you in making the arrangements that best fit your needs.
- Visit your First Command Financial Advisor.

We will continue to send disclosure documents to you on a household basis until such time as you notify us of your desire to opt out. To opt out of household-based mailings, you may write to the First Command Legal and Compliance Department, Re: Householding of Disclosure Documents, 1 FirstComm Plaza, Fort Worth, TX 76109-4999 or call 800-443-2104 (overseas 817-731-8621), and we will begin sending individual copies to you within 30 days after you opt out.

J. CHOOSING A TRUSTED CONTACT PERSON

To provide additional account security, First Command allows you the option to designate a trusted contact for your products with us. We will only communicate with your trusted contact if we cannot reach you, or if we suspect financial exploitation.

You can remove, change, or update your trusted contact at any time. Your trusted contact does not have the authority to access your account or make transactions on your behalf. Rather, this person's role is to help us contact you; to provide the identity of any legal guardian, executor, trustee, or holder of power of attorney; or to help us look into possible financial exploitation.

You should choose someone that you trust to act on your behalf, will know how to reach you, and is at least 18 years old.

To designate, remove, change, or update your trusted contact, please contact your Financial Advisor or our Home Office at 1 FirstComm Plaza, Fort Worth, TX 76109-4999 or call 800-443-2104 (overseas 817-731-8621).

IV. INVESTMENT ADVISORY AGREEMENT

First Command Advisory Services, Inc. (“First Command,” “We” or “Us”) is a Registered Investment Adviser. Client (“Client” or “You”) has requested investment advisory services from First Command. First Command will service Client’s needs through its investment adviser representatives (“Advisor” or “Advisors”). First Command and Client may individually be referred to as a “Party.”

This Agreement (“Agreement” or “IAA”) explains how First Command and its Advisor or Advisors will provide investment advisory services to You.

First Command and Client agree:

1. 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 investment advisory 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 fees paid by You under this Agreement. 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.

2. How We will serve You; our Tailored Professional Services.

We will provide personalized investment advisory services and financial planning services to You. These activities on your behalf are collectively called Tailored Professional Services (“TPS”). We will provide TPS to You for a twelve (12) month period beginning with the date of this Agreement (the “Service Period”).

The following services are included as part of the TPS program:

- Reasonable personal or telephone access to the Advisor for continued financial advice.
- A written financial plan with recommendations for cash management (banking) and wealth accumulation and management (investments) and risk management (insurance) during the initial twelve (12) month Service Period.
- An updated written financial plan during any renewal Service Period in which You report a material change to your circumstances.
- Access to First Command’s Web features
- Periodic financial reviews or “progress meetings” with Advisor within the Service Period.
- When appropriate, and with your consent as explained in paragraph ‘12,’ 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. Please note that the fees paid under this Agreement will not cover the other professionals on the deliverables team who will bill separately for their services.

In addition to the above services, We will also provide You with other advisory services based upon your specific situation and needs.

3. Fees.

The fee We will charge for providing You TPS will be based on your income and investable assets; the complexity of your situation; and the experience and credentials of the Advisor assigned to You. The fee will be between \$750 and \$6,000 and will be valid for the Service Period only. The fee is negotiable and will be payable when signing this Agreement.

You and your Advisor will discuss the personalized investment advisory services and financial planning services expected to be provided during the Service Period when negotiating the fee. The expected services and agreed-upon fee will be documented on a First Command TPS Service Form and signed by You. Your signature on this form will constitute your acknowledgment that the fee is appropriate considering the expected services to be provided. We note that the services which will be listed on the TPS Service Form are expected services only. Actual services provided may vary depending on a variety of factors, including your desires and level of engagement as part of the process, as well as our professional judgment regarding your needs after analyzing your situation. In the event that actual services require Us to expend greater time and effort than the expected services discussed when negotiating the fee, We reserve the right to require an additional fee from You. You will be notified that an additional fee is required prior to the additional required services being performed.

After the initial twelve (12) month Service Period, You may continue receiving TPS for each subsequent twelve (12) month Service Period upon payment of a renewal fee. The renewal fee will be determined in the same manner as discussed above for the initial twelve (12) month Service Period. You will be required to complete and sign a new First Command TPS Service Form. The renewal fee must be paid no later than thirty (30) 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 advisory services will be conducted.

Service on existing products would include:

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

Service on existing products would not include:

- Periodic financial reviews;
- Access to an Advisor other than for servicing of products; and
- Updated investment advice.

The fee You pay for TPS reflects the time and effort which We will devote to providing You with personalized investment advisory services and financial planning services, as well as our training and experience. The fee is for advice and service related to Wealth Accumulation and Management (investments) and Cash Management (banking) only. No part of the fee covers or relates to insurance, although insurance options may be considered and recommended. Insurance products and services are compensated through insurance commissions only.

In addition to the fee for TPS, You may also pay commissions and/or management or service fees should You purchase products or services We may recommend to 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. Information You must provide.

In order to provide you with TPS under this Agreement, 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. Any financial plan and/or other recommendations prepared for You will address your current financial

circumstances and goals, and be based on the information You provide on questionnaires, documents and during interviews with your Advisor.

5. 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. Unless You invest in our Asset Management Solutions (“AMS”) program, We will not have any discretionary authority over your assets.

If You invest in our AMS program, You will be required to enter into an Investment Management Agreement (“IMA”) in addition to this IAA. The IMA grants Us discretionary authority over any accounts You hold as part of the AMS program. Any management fees paid by You under the terms and conditions of the IMA will be separate from and in addition to any fees paid by You under this IAA.

6. Limited advisory services without a fee.

At our discretion, We may provide investment advisory services to clients without charging a fee for advisory services. Such services may include but are not limited to debt reduction recommendations and/or setting up appropriate savings programs through banking products, insurance and investments

7. Existing Clients.

You must sign this IAA if you want additional services under your existing relationship with Us (which does not include any TPS 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.

8. 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.

9. Changes to your situation.

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.

10. How long does this Agreement last?

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

11. 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 Financial Planning, Inc., First Command Bank, First Command Insurance Services, Inc. and other subsidiaries of FCFS. You authorize us to use corporations affiliated with First Command (an “Affiliated Company”) to help Us provide advisory, brokerage, insurance, banking and other services to You. This includes recommending First Command Financial Planning, Inc. for all brokerage transactions. 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 Pershing LLC, certain banks, insurance companies, mutual fund companies, transfer agents and directly related businesses.

12. 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 recommendations We may make to You. 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 tax preparation services from First Command Tax Services.

13. 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 providing advisory services to You and purchasing at your direction products We may recommend. 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.

14. Transfer (assignment).

Neither You nor First Command may assign or transfer this Agreement or any part of it unless both You and First Command agree in writing to the assignment or transfer. This provision neither prohibits nor is intended to interfere with your right to transfer an account.

15. 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. You authorize Us to share your nonpublic personal information with (1) Affiliated Companies, (2) Providers that give direct service to Us on your behalf, and (3) as otherwise 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.

16. 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 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.

17. 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 '10' 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.

18. Amendments or changes to this Agreement.

This Agreement may be amended or changed if We give You written notice or electronic 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 U.S. mail to your last known address of record, or electronically deliver such notice to You pursuant to Your authorization.

19. 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.

20. 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 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.

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

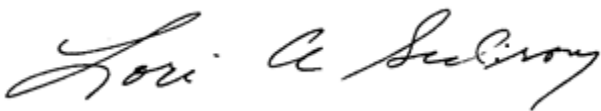
We will attempt to settle a dispute between You and First Command or a complaint You have relating to this Agreement by working closely with You. If You are not satisfied with our efforts, disputes or complaints will be referred to mandatory mediation under the Commercial Mediation Procedures of the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

22. 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.



Lori Sidrony, CFP®
Senior Vice President, First Command Advisory Services, Inc.

V. ELECTRONIC DELIVERY AGREEMENT

By electing e-Delivery, you affirmatively consent and agree to permit First Command Financial Planning, Inc. and First Command Advisory Services, Inc., their parent company and affiliated companies (together “First Command”) to enter into transactions, make disclosures and provide notices to you in electronic form instead of in writing for purposes of entering into agreements with First Command and/or receiving delivery of communications from First Command (“Communications”).

Your consent shall apply to all Communications, including but not limited to: the Description of Services Brochure, Privacy Policy, and other First Command disclosure documents; financial plans; product offering documents; prospectuses; agreements; regulatory disclosures; notices concerning any change in the terms of your relationship or agreements; and/or other documents as they may be made available.

You affirm that you have provided a valid electronic mail (email) address, have access to the Internet and are at least 18 years of age. You also affirm that you have installed Adobe Acrobat Reader to view your Communications. You can download Adobe Acrobat Reader at no charge by visiting www.adobe.com.

Unless otherwise required by law, Communications will generally be sent to you via email and may include an attachment or a web link to allow you to retrieve information. You may also need to register and access First Command’s web portal, Command Center™, or another website made available to you by First Command, to retrieve information. Communications will be sent to the email address that you have provided to us. You agree to update your email address by notifying us in case of any changes. We may also deliver Communications to you from time to time via CD or DVD. You affirm that you have access to a CD player and DVD player.

You may download or print Communications for your future reference and record keeping purposes. You have the right to request and receive Communications in paper form by contacting us. You may either call First Command at 800-443-2104 or write First Command at PO Box 2387, Fort Worth, TX 76113. You agree that you accept electronic delivery of the Communications, regardless of whether a particular document is accessed or viewed.

Your consent to accept electronic delivery of the Communications is effective until revoked by First Command or you. If you withdraw your consent, you should keep in mind that paper surcharge fees may be applicable for delivery of certain types of Communications in paper form. You may withdraw your consent to receive Communications in electronic form at any time by simply updating your myPROFILE page in Command Center™. You may also contact us for assistance with withdrawing your consent.

By agreeing to this Electronic Delivery Agreement, you acknowledge that you have carefully read, understand, and agree to the terms and conditions herein; represent and warrant that you are authorized to make this election; and indicate your informed and affirmative consent to the termination of paper copies and the transmission of an electronic notice to a designated email address(es) as the only notice sent when Communications become available. Your request shall apply to all accounts for which you are an owner, joint owner, custodian, trustee, or participant.

For First Command Brokerage and Asset Management Solutions (AMS) Communications

If your accounts are custodied by Pershing LLC and you desire to also receive account statements, trade confirmations and other documents in electronic form instead of paper, you must make an additional election via Command Center™ and consent to the Pershing LLC Electronic Notification Agreement.

To do this, first register for a Command Center™ account by visiting www.firstcommand.com, then select the “AMS/ Brokerage link. You will be directed to the Command Center Select site where your accounts can be viewed. Click on the “Go Paperless” button. If you require assistance, please contact your Financial Advisor or First Command at 800.443.2104. You may make separate e-Delivery elections for each AMS account you own.

VI. GLOSSARY OF TERMS.

AMS – Asset Management Solutions

CFP® – Certified Financial Planner

DOS – Description of Services Brochure

FINRA – Financial Industry Regulatory Authority

Foundations – Foundations Investment Program

IAA – Investment Advisory Agreement

IMA – Investment Management Agreement

IMT – Investment Management Team

IOC – Investment Oversight Committee

NAV – Net Asset Value

SIP – Select Investor Program

TPS – Tailored Professional Services

1. Acknowledgement of Receipt

Please check the appropriate response:

- ☐ I acknowledge receipt of the Description of Services and my Financial Advisor's brochure supplement, and agree to the terms and conditions of the Investment Advisory Agreement in Section IV.
- TPS clients must complete Form 852, *TPS Service Form*.
- ☐ I acknowledge receipt of my Financial Advisor's brochure supplement. I am an existing client. I have previously received a Description of Services and signed an Investment Advisory Agreement.

2. Consent

A. Consent to Share Information: I authorize First Command Advisory Services, Inc., First Command Financial Planning, Inc., First Command Bank, First Command Insurance Services Inc., and their affiliated companies and parent company (together "First Command") to release my financial information to the following parties. This consent will remain in effect until such time as I instruct First Command otherwise in writing. Authorizations granted to the parties named below shall be considered in addition to any prior authorizations granted to other parties which have not been revoked.

- ☐ _____ (Name of spouse/partner)
- ☐ _____
Name of deliverables team member, other person, firm, etc. Relationship
- ☐ _____
Name of deliverables team member, other person, firm, etc. Relationship

B. Consent to Electronic Delivery:

- ☐ By checking this box, I agree to the Electronic Delivery Agreement in Section V, and authorize First Command to make disclosures, enter into transactions and provide notices to me in electronic form instead of in paper.

Client 1 Email: _____ Client 2 Email: _____

IMPORTANT! The e-Delivery consent above is for non-AMS communications only. AMS clients who also wish to receive their AMS-related communications (e.g., confirmations, statements, etc.) electronically must make an additional election via the "AMS" link on their Client Portal/Command Center account. To register for the Client Portal/Command Center, visit www.firstcommand.com.

3. Signatures

_____ Client 1 Printed Name	_____ Social Security Number	_____ Client 1 Signature	_____ Date
_____ Client 2 Printed Name	_____ Social Security Number	_____ Client 2 Signature	_____ Date
_____ Advisor Name	_____ Number		

Distribution Guidance: 1) Scan and index signed form into EDM (**Content Type**=Compliance, **Form Name**=850).
2) If Section 2B is completed, update client's eDelivery information in CRM. Do not fax this form to the Home Office.

TPS SERVICE FORM



1. Delivery of Services

Below are the services both Advisor and Client expect to be delivered during the service period. Actual services provided may vary depending on a variety of factors, including the Client's desires, needs and engagement.

(Check all that apply)

☐ _____ planned face-to-face meetings

☐ Complexity issues to be addressed:

____ Asset Allocation

____ Business Planning

____ Cash Flow Planning

____ Debt Liquidation Planning

____ Education Planning

____ Trust/Estate Planning

____ Goal Setting

____ Investment Planning

____ Net Worth Analysis

____ Retirement Planning

____ Risk Management

____ Special Needs Child

____ Survivor Needs Planning

____ TDT – Tax Triangle

____ Other: _____

☐ Delivery of a written financial plan (required for initial TPS term of service)

2. Payment For Service Fees

☐ New ☐ Renewal

Fee Range (ex. Gold, Platinum, Platinum Premium): _____

Fee	\$ _____	
Discount	\$ _____	(if applicable)
Tax	\$ _____	(if applicable)
TOTAL PAYMENT ...	\$ _____	

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

☐ **Check** (payable to First Command Advisory Services, Inc.; please include a copy of this form with payment)

Name on Check: _____ Check Number: _____

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

**** Note: Enter credit card information into Shopping Cart directly. Do not write credit card information on this form.****

☐ **Transfer from FCB Account**

Name on FCB Account: _____ FCB Account #: _____

3. Notes

4. Signatures

By signing below, I acknowledge that I have entered into an Investment Advisory Agreement with First Command, which contains the terms and conditions applicable to the Tailored Professional Services (TPS) program.

Client 1 Printed Name	Social Security Number	➔ Client 1 Signature	Date
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Client 2 Printed Name	Social Security Number	➔ Client 2 Signature	Date
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Advisor Name	Number
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Distribution Instructions:

Scan signed form into EDM. If payment is by check, please include a photocopy of this form with check sent to Home Office.

DA Initials

Date

CLIENT IDENTIFICATION VERIFICATION



To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. **This form must be completed while the client is physically in the presence of the Advisor and the Advisor verifies the identity of the client using a government issued ID. The form may not be emailed, faxed or mailed to a client to complete outside the presence of the Advisor.**

Client Information

Printed Name of Person Being Verified

Printed Name of Person Being Verified

Client Identification

☐ Check here if client is **active duty military** (Reminder: Do not photocopy a military ID)

CLIENT'S ID

Instructions:

In this space, tape client's valid government-issued (non-military) ID and photocopy, or complete the information below.

Document used to verify identity:

☐ Drivers License

☐ Military I.D.

☐ Passport

☐ Other: _____

Issued By: _____ Number: _____

Issue Date: _____ Exp. Date: _____

U.S. Citizen: Yes No

CLIENT'S ID

Instructions:

In this space, tape client's valid government-issued (non-military) ID and photocopy, or complete the information below.

Document used to verify identity:

☐ Drivers License

☐ Military I.D.

☐ Passport

☐ Other: _____

Issued By: _____ Number: _____

Issue Date: _____ Exp. Date: _____

U.S. Citizen: Yes No

First Command Advisor Information

As the First Command Financial Advisor for the person(s) identified above, I hereby state that I personally verified the identity of the above-named person(s) using valid government-issued document(s) as recorded on this form and these documents were personally provided to me by such person(s).

Advisor's Name and Number

➞ Advisor's Signature

Date

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.

Client Name _____

Date of Appointment _____

Financial Advisor _____

Advisor's Phone Number _____ Ext. _____

Investments

- ☐ 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
- ☐ College 529 Plan statements
- ☐ Coverdell Education Savings Account (ESA) statements
- ☐ UTM/UGMA statements
- ☐ Annual Social Security statement
- ☐ Employee Stock Ownership Plan (ESOP) statements
- ☐ Defined benefit retirement plan information
- ☐ Deferred Compensation Plan (DCP) information
- ☐ Investment property information
- ☐ Form 1970-E, *Risk Questionnaire* (see attached)
- ☐ Other investment account statements

Insurance

- ☐ Life insurance policies
- ☐ Annuity information
- ☐ Employer group life insurance information
- ☐ Health insurance/health savings account 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 person, etc.)

Savings

- ☐ 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 _____
- ☐ Child support (receive or pay)
- ☐ Alimony (receive or pay)
- ☐ Form 1513, *Budget Analysis* (see attached)

Debts

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

Military/Government Employee

- ☐ SSI annual statement of earnings
- ☐ 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
- ☐ Form 1500, *Planning Organizer* (see attached)

Any other pertinent financial data

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

Notes

- _____
- _____
- _____



First Command Advisory Services, Inc.

1 FirstComm Plaza, Fort Worth, Texas 76109-4999

1-800-443-2104

Overseas, Call 817-731-8621

www.firstcommand.com

clientservices@firstcommand.com