

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 30, 2020.

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 30, 2020. 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.

We have made the following changes to our disclosures in this brochure since our last update dated December 2019:

- **Name Change of First Command Financial Planning, Inc:** Effective May 15, 2020, First Command Financial Planning, Inc., our affiliated broker-dealer, changed its name to First Command Brokerage Services, Inc. All name references to First Command Financial Planning, Inc. in this brochure have been changed to First Command Brokerage Services, Inc.
- **First Command Brokerage Services, Inc. Regulation Best Interest Disclosure:** In order to comply with the SEC's Regulation Best Interest (effective June 30, 2020), First Command Brokerage Services, Inc., our affiliated broker-dealer, has developed a separate disclosure which includes information related to (1) material facts relating to the scope and terms of your relationship with First Command Brokerage Services, Inc. including the capacity in which it acts when providing services to you; (2) the material fees and costs that will apply to your transactions, holdings and accounts with First Command Brokerage Services, Inc.; and (3) conflicts of interest associated with First Command Brokerage Services, Inc. making a recommendation of a securities transaction or investment strategy involving securities to you. Many disclosures related to First Command Brokerage Services, Inc. which were previously in this brochure have been transferred and included in First Command Brokerage Services, Inc.'s Regulation Best Interest Disclosure instead. See page 6 for more information.

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.

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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 our commitment to providing face-to-face financial coaching at every stage of our clients' professional and personal lives, 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:

- A written financial plan with recommendations and strategies for cash management (banking), wealth accumulation and management (investing), 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.
- Reasonable personal or telephone access to the Advisor for continued financial advice.
- 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 independent of First Command to augment the TPS program. Such outside professionals may include a CPA/accountant, tax analyst, estate planner, attorney, real estate specialist and/or financial product specialist. Please note that First Command does not provide legal or tax advice and the TPS fee does not cover fees that may be charged and billed separately by other professionals.

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 financial planning 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.

In addition to providing you with financial planning services, you will also receive recommendations for specific products.

Any recommendations for transactions in investment brokerage products will be provided to you by First Command Brokerage Services, Inc., in its capacity as a broker-dealer. First Command Brokerage Services, Inc.'s product offerings include mutual funds, variable annuities, variable life insurance, and Section 529 Plans. First Command Brokerage Services, Inc.'s recommendations will generally be limited to these types of investments only. For mutual fund investments, First Command Brokerage Services, Inc. will typically make recommendations for new accounts from the following mutual fund families: Fidelity Advisor Funds, Franklin Templeton Investments, Invesco, Ltd, Amundi Pioneer Investments, Massachusetts Financial Services Company, and American Funds. For variable annuities, First Command Brokerage Services, Inc. will make recommendations for new contracts from the following insurance carriers: AXA (Equitable); Lincoln Financial Group; Brighthouse Securities, LLC (formerly MetLife); and Transamerica. For variable life insurance, First Command Brokerage Services, Inc. will make recommendations for new contracts from the following insurance carrier: Lincoln National Group. On a limited basis, First Command Brokerage Services, Inc. may also effect transactions in individual equities, exchange traded funds exchange-traded funds or bonds.

Any recommendations for Asset Management Solutions accounts will be provided by First Command Advisory Services, Inc., in its capacity as an investment adviser.

Any recommendations for insurance products will be provided by First Command Insurance Services, Inc., an insurance general agent. No part of the advisory fee charged to you is for recommendations related to insurance.

Any recommendations for banking products and services (including Investment Management Accounts) will be provided by First Command Bank.

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. Risk is inherent in investing and therefore we do not guarantee future financial results as a result of your implementation of any of the recommendations we make to you.

4. Limited Advisory Services Without a Fee

At our discretion, we may also provide investment advice and financial planning services to clients who may not be TPS clients or Asset Management Solutions ("AMS") program clients without charging an advisory fee. As noted above, we also do not charge TPS fees to active-duty military clients and their dependents.

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 funds 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, including details about fees, features of the program, etc.

If you participate in the AMS program, First Command will manage and periodically rebalance your account assets consistent with the asset allocation for your chosen model portfolio. First Command does not monitor AMS accounts on an individual basis. First Command also will not monitor any other types of accounts, including those held by clients who participate in its TPS program.

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, 2020, First Command manages \$14.7 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

- **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.

- **Renewal Terms.** The fee for each 12-month renewal term will be determined in the same manner as the initial term.
- **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.
- **Discounts.** First Command may discount, reduce, or waive TPS fees at its sole discretion.
- **Active Duty Military Clients.** In recognition of the service and sacrifice that members of the U.S. military provide to our Nation, First Command will not charge TPS fees to active-duty military clients and their dependents.

- **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 Brokerage, Insurance, and Banking Products

Commissions, fees, and other costs may be applicable should you desire to implement recommendations made to you for brokerage products offered by First Command Brokerage Services, Inc., insurance products offered by First Command Insurance Services, Inc. or banking products offered by First Command Bank. 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.

Our Financial Advisors receive compensation for the sale of brokerage (including fees from the sale of mutual funds), insurance and banking products. This practice presents a conflict of interest and gives our Financial Advisors an incentive to recommend products based on the compensation received, rather than on a client's needs.

4. First Command Brokerage Services, Inc.'s Regulation Best Interest Disclosure

First Command Brokerage Services, Inc.'s Regulation Best Interest Disclosure includes information related to (1) material facts relating to the scope and terms of your relationship with First Command Brokerage Services, Inc. including the capacity in which it acts when providing services to you; (2) the material fees and costs that will apply to your transactions, holdings and accounts with First Command Brokerage Services, Inc.; and (3) conflicts of interest associated with First Command Brokerage Services, Inc. making a recommendation of a securities transaction or investment strategy involving securities to you. First Command Brokerage Services, Inc. maintains policies, procedures, supervision systems and other measures to help mitigate these conflicts of interest.

You will receive this disclosure prior to or at the time you receive a recommendation from First Command Brokerage Services, Inc. in its capacity as a broker-dealer. You may also obtain a copy of this disclosure 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.

You have the option to purchase brokerage products through other brokers or agents instead of our affiliate, First Command Brokerage 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.

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.

We do not have a minimum account size or investment amount requirement to participate in the TPS program.

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., 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. The actual risks associated with the 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 Brokerage Services, Inc., First Command Insurance Services, Inc., First Command Bank, and First Command Europe Ltd.

First Command Brokerage Services, Inc. is a broker-dealer. It recommends and effects securities transactions for you, including buying and selling securities that can be either held in accounts at Pershing LLC, its clearing firm, or held in accounts directly with the issuer of the securities purchased. First Command Brokerage Services, Inc. is a member of the Financial Industry Regulatory Authority ("FINRA"). First Command Brokerage Services, Inc. is authorized to conduct business in all 50 states, the District of Columbia and Guam. 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 an insurance general agency. Insurance products and services are provided by First Command Insurance Services, Inc. Insurance product offerings include life insurance, long term care insurance, disability income insurance, liability 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 provided by First Command Bank include checking and savings accounts, money market accounts, certificates of deposit, 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 investment adviser representatives for First Command Advisory Services, Inc., registered representatives for First Command Brokerage Services, 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 the United Kingdom, 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: Unit 4 Wallis Court, James Carter Road, Mildenhall, Suffolk, IP28 7DD, 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.

In Germany, we provide financial planning services through Financial Planners associated with First Command Europe Ltd. For investment advice and/or broker-dealer services in Germany, you may contact our Home Office in Fort Worth, TX at 800-443-2104. Investment advice will be provided to you remotely by First Command Advisory Services, Inc. and broker-dealer services will be provided to you remotely by First Command Brokerage Services, Inc.

We recognize there is a conflict of interest when offering investment advisory services while our affiliates are also being compensated for the sale of brokerage, insurance and banking products. This conflict is disclosed to you in this brochure. First Command maintains policies, procedures, supervision systems and other measures to help mitigate this conflict of interest.

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 Brokerage Services, Inc. for all brokerage transactions.

First Command Brokerage Services, Inc. is an introducing broker-dealer. As an introducing broker-dealer, it recommends and effect securities transactions for you, including buying and selling securities that can be either held in accounts at Pershing LLC, its clearing firm, or held in accounts directly with the issuer of the securities purchased. Pershing LLC and First Command Brokerage Services, Inc. are not affiliated entities of each other.

Pershing LLC or the issuer of the securities purchased, as applicable, will be responsible for maintaining policies and procedures for aggregating the purchase or sales of securities for client accounts. 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 Brokerage Services, Inc. for brokerage 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 conflict of interest when offering investment advisory services while our affiliates are also being compensated for the sale of brokerage, insurance and banking products. This conflict is disclosed to you in this brochure. First Command maintains policies, procedures, supervision systems and other measures to help mitigate this conflict of interest.

J. REVIEW OF ACCOUNTS

If you participate in the AMS program, First Command will manage and periodically rebalance your account assets consistent with the asset allocation for your chosen model portfolio. First Command does not monitor AMS accounts on an individual basis. First Command also will not monitor any other types of accounts, including those held by clients who participate in its TPS 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. You may require 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.

For AMS accounts, 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 is the custodian of assets and executes and settles all trades for AMS accounts. Pershing LLC will send you statements 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

If you participate in the AMS program, you will enter into an Investment Management Agreement whereby you will grant First Command authority to buy and sell securities in your AMS account without asking for your consent in advance (also known as “discretion”). This authority is valid until rescinded by you and it may only be exercised consistent with your chosen model portfolio and any other restrictions agreed upon by you and First Command. First Command will not have any investment authority for any other types of accounts, including those held by clients who participate in its TPS program.

N. VOTING CLIENT SECURITIES

For AMS accounts, we will have the authority to vote client securities. 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, Chief Investment Officer
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 NOTICE

First Command respects the privacy of our clients and is committed to safeguarding their information. This Privacy Notice is designed to explain what type of information we collect, how we collect it, how it is used, who we share it with, and under what circumstances it will be shared.

First Command's Privacy Notice applies to First Command Financial Services, Inc., and its wholly owned subsidiary companies, including First Command Brokerage Service, Inc., First Command Advisory Services, Inc., First Command Insurance Services, Inc., and First Command Bank (together the "First Command Family of Companies").

A. COLLECTION OF INFORMATION

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

- Directly from you on forms, applications, and other similar documents; via the Internet; by telephone; or otherwise. Examples of this type of information includes your name, address, names of family members, marital status, Social Security Number, employment information, and financial situation, etc.
- From transactions with us or with companies through which we provide you products and services. For example, account balances, holdings, and history (bank, mutual fund, annuity, etc.); insurance coverages, limits, rates, beneficiaries, and claims history.
- From consumer report agencies, such as information relating to your creditworthiness, your credit score, credit usage, and claims history.
- From third parties to verify the information you have given us and protect against fraudulent activity as required by law.

B. PROTECTING YOUR INFORMATION

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

C. INFORMATION SHARING WITH THIRD PARTIES

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

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

- With service providers that assist us with a variety of business activities, including marketing on our behalf, customer service, account administration, online support, and research.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To process your requests or provide services regarding a financial product or service you request or authorize (such as mutual funds, financial planning services, insurance, deposit accounts, loans, credit cards, etc.). Companies with whom we may share your information in

this regard include mutual fund companies, insurance companies, banks, and transfer agents which maintain your accounts.

- With government entities in response to subpoenas or regulatory requirements.
- With consumer reporting agencies and/or credit bureaus.
- Pursuant to your written consent.

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

D. INFORMATION SHARING WITHIN THE FIRST COMMAND FAMILY OF COMPANIES

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 the First Command 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:

- not to share information about your creditworthiness received from you or others within the First Command Family of Companies, and/or
- 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 the First Command 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.

To inform us of your choices, you may write or email: First Command's Data Privacy Department, Attn. Privacy Notice, 1 FirstComm Plaza, Fort Worth, TX 76109-4999, or DataPrivacy@firstcommand.com. Alternatively, you may call us at 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.

E. PROTECTING MEDICAL AND HEALTH INFORMATION

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

F. ONLINE SECURITY POLICY

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

G. MAKING SURE YOUR INFORMATION IS ACCURATE

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

To review the information we collect about you, you may submit a request in writing or via email to: First Command's Data Privacy Department, Attn. Privacy Notice, 1 FirstComm Plaza, Fort Worth, TX 76109-

4999, or DataPrivacy@firstcommand.com. Alternatively, you may call us at 800- 443-2104. 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 is privileged, confidential and/or exempt from disclosure under applicable law.

To rectify 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.

This Privacy Notice replaces any previous notices provided to you by us about the privacy, security and protection of your information. We reserve the right to amend this notice as we deem necessary or appropriate due to legal requirements or changes in our business practices. We will notify you of any changes to our Privacy Notice as required by law.

If you have any questions about the privacy, security and protection of your information, you may write or email: First Command's Data Privacy Department, Attn. Privacy Notice, 1 FirstComm Plaza, Fort Worth, TX 76109-4999, or DataPrivacy@firstcommand.com. Or call us at 800- 443-2104.

Last Updated: This Privacy Notice was last updated on September 30, 2020.

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 Brokerage Services, 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 such as cyber events, power outages, pandemics, natural disasters and other significant events.

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. We will make every effort to ensure continued service to you at all times. You should also check our Client Portal and www.firstcommand.com for important information in the case of an event.

- **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.

For queries regarding mutual fund accounts held directly at the fund company, clients may also contact the individual fund companies directly by consulting the fund company Web sites or the toll-free number referenced on your transaction statements.

- **Insurance Products.** Clients who are unable to contact their Advisor may contact our Home Office or another First Command office for information. In the event 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 Brokerage Services, 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 Brokerage Services, Inc. and/or First Command Advisory Services, Inc., you can direct that First Command Bank notify First Command Brokerage Services, 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 services 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 Brokerage Services, 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:

- A written financial plan with recommendations and strategies for cash management (banking) and wealth accumulation and management (investing) 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.
- Reasonable personal or telephone access to the Advisor for continued financial advice.
- 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, bringing together other professionals independent of First Command to augment the TPS program. Such outside professionals may include a CPA/accountant, tax analyst, estate planner, attorney, real estate specialist and/or financial product specialist. Please note that We do not provide legal or tax advice and the TPS fee does not cover fees that may be charged and billed separately by other professionals.

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 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 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 30 days from the end of the prior 12-month period (the initial period begins at the date of the Agreement).

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 (investing) and Cash Management (banking) only. No part of the fee covers or relates to insurance, although We may consider and recommend insurance options to You in our capacity as an insurance agent. 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. You are not obligated to purchase any products or services recommended by First Command or our affiliates 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 financial planning 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 monitor or 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.

7. 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.

8. 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.

9. 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.

10. 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 Brokerage Services, 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 serve You. This includes recommending First Command Brokerage Services, 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.

11. We do not provide legal or tax advice.

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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 lawsuit. 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.

21. 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.

A handwritten signature in cursive script, reading "Lori A. Sidrony".

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

V. ELECTRONIC DELIVERY AGREEMENT

By electing e-Delivery, you affirmatively consent and agree to permit First Command Brokerage Services, 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 communications related to brokerage accounts held at Pershing LLC and Asset Management Solutions (AMS) accounts:

If you desire electronic delivery of account statements, trade confirmations and other documents specific to your brokerage or AMS accounts, you must make an additional e-delivery election via your Client Portal/Command Center account at www.firstcommand.com.

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

NAV – Net Asset Value

SIP – Select Investor Program

TPS – Tailored Professional Services

CLIENT CONSENT



1. Acknowledgement of Receipt

Please check the appropriate response:

- ☐ I acknowledge receipt of First Command Advisory Services, Inc.'s Description of Services brochure (Form ADV Part 2A), Form CRS (Client Relationship Summary) and my Financial Advisor's brochure supplement, and agree to the terms and conditions of the Investment Advisory Agreement in Section IV.
- TPS clients also 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, Form CRS (Client Relationship Summary) and signed an Investment Advisory Agreement.

2. Consent

A. Consent to Share Information: I authorize First Command Advisory Services, Inc., First Command Brokerage Services, 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. I understand that if I check this box and do not provide you with an email address below, you will use the email address you have on file for me. I also understand I may update my email address at any time by contacting my Financial Advisor or by calling 800.443.2104.

Client 1 Email: _____ Client 2 Email: _____

IMPORTANT! If you desire to also receive account statements, trade confirmations and other documents in electronic form instead of paper for brokerage accounts held at Pershing LLC or Asset Management Solutions (AMS) accounts, you must make an additional election via your Client Portal/Command Center account at www.firstcommand.com and also consent to the Pershing LLC Electronic Notification Agreement.

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 CDM (Content Type=Compliance, Form Name=850).
2) If Section 2B is completed, update client's e-Delivery 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

 Trust/Estate Planning

 Risk Management

 Business Planning

 Goal Setting

 Special Needs Child

 Cash Flow Planning

 Investment Planning

 Survivor Needs Planning

 Debt Liquidation Planning

 Net Worth Analysis

 TDT – Tax Triangle

 Education Planning

 Retirement Planning

 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

Client 2 Printed Name Social Security Number ➞ Client 2 Signature Date

Advisor Name Number

Distribution Instructions:

Scan signed form into CDM. 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



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