

# Financial Planning Application and Agreement

Mutual of Omaha Investor Services  
3300 Mutual of Omaha Plaza  
Omaha, NE 68175-1020  
Member FINRA/SIPC



Plan Information					
NetX360 Account Number		TKH – Financial Planning			
Client Information					
Client #1			Client #2		
			<input type="checkbox"/> (Check box if the contact information is the same as Client #1)		
Name			Name		
Social Security or Tax ID Number (EIN)		Date of Birth (Mo/Date/Yr.)	Social Security or Tax ID Number (EIN)		Date of Birth (Mo/Date/Yr.)
Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Widowed	# of Dependents	Gender	Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Domestic Partner <input type="checkbox"/> Widowed	# of Dependents	Gender
Legal Address (not a P.O. Box)			Legal Address (not a P.O. Box)		
City / State / ZIP Code / Country			City / State / ZIP Code / Country		
Mailing Address (if different from Legal Address)			Mailing Address (if different from Legal Address)		
City / State / ZIP Code / Country			City / State / ZIP Code / Country		
Email Address			Email address		
Home Phone	Work Phone		Home Phone	Work Phone	
Mobile Phone			Mobile Phone		
<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Student/Minor Child <input type="checkbox"/> Homemaker <input type="checkbox"/> Not Employed			<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Retired <input type="checkbox"/> Student/Minor Child <input type="checkbox"/> Homemaker <input type="checkbox"/> Not Employed		
Job Title or Occupation		Years w/ Employer	Job Title or Occupation		Years w/ Employer
Employer Name			Employer Name		
Business Address			Business Address		
City / State / ZIP Code / Country			City / State / ZIP Code / Country		
Financial Plan Type (select one)					
<input type="checkbox"/> Consultation Total Fee Amount (\$) Amount Paid Today (\$)	<input type="checkbox"/> Plan Review Total Fee Amount (\$) Amount Paid Today (\$)		<input type="checkbox"/> Comprehensive Plan Total Fee Amount (\$) Amount Paid Today (\$)		<input type="checkbox"/> Ongoing Financial Plan Complete the recurring payment information below in the Mutual ePay Payment Option sections for Ongoing Financial Plans
Fees and Payment Options					
Financial planning services are offered at a fixed fee, hourly fee, and/or monthly fee basis as outlined in the MOIS Form ADV Part 2 document. The fee is not based on, or related to, the performance of your funds or assets. If applicable, fees may include applicable taxes.					
You may pay for the fees related to the financial planning services provided to you by your Advisor through Mutual ePay or Physical Check. <b>Check the box of the payment option you wish to use.</b>					
Ongoing financial planning fees will be billed in arrears on the billing date following the first full month of financial planning services as outlined below or at a later date.					

☐ **Mutual ePay Payment Option** - Mutual ePay is a payment portal that allows you to pay for your financial planning service fees through electronic fund transfer via your checking or savings account. Mutual ePay offers the ability to automatically pay one-time or recurring financial planning fees. Information below is required to establish your Mutual ePay profile.

**Payment Details – Mutual ePay (made on the 15<sup>th</sup> of each month)**

<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Recurring Payment (Monthly)	Bank Name	Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings
One-Time Payment Amount	Recurring Payment Amount	Name of Payor (as shown on Bank Account)	Bank Routing Number
		Name of Payor 2 (as shown on Bank Account)	Bank Account Number

When choosing the Mutual ePay Payment Option, MONEY WILL BE WITHDRAWN FROM YOUR ACCOUNT AS SPECIFIED ABOVE. By checking the Mutual ePay Payment Option box above, I (we) authorize MOIS to withdraw funds from my (our) account for the one-time and/or recurring fees related to financial planning services and understand that the amounts may differ. I (we) authorize my financial institution to pay from my (our) account to MOIS any preauthorized bank account withdrawals. I (we) agree that my financial institution shall be fully protected in honoring any such payment and that its rights and responsibilities regarding the payment shall be the same as if the payment were signed personally by me (us). I agree to notify MOIS in writing of any changes in my account information. This authorization will remain in effect until I (we) have provided written notice to MOIS that I (we) wish to cancel this authorization.

☐ **Physical Check Payment Option** – You may provide a physical check drawn from your checking account. **The check must be made payable to MOIS and is only available for one-time payments**

**Payment Details – Physical Check**

<input type="checkbox"/> One-Time Payment
One-Time Payment Amount

By checking the Physical Check Payment Option box above, I (we) acknowledge that I (we) have provided a check to my (our) Advisor for the One-Time Payment Amount listed above as payment for the financial planning services provided by my (our) Advisor.

**Client Agreement and Signatures**

Mutual of Omaha Investor Services, Inc. ("MOIS," "Mutual of Omaha Financial Advisors," "Mutual of Omaha Advisors," "we," or "us"), a broker-dealer and investment adviser registered with the Securities and Exchange Commission ("SEC") and a member of the Financial Industry Regulatory Authority, Inc., ("FINRA"), agrees to perform financial advisory services (the "Services") for clients ("you") subject to the following terms and conditions. The investment advisory services of MOIS are provided to you through an appropriately licensed and qualified individual who is an Investment Advisor Representative ("Advisor") of MOIS.

Part 2A of the MOIS Form ADV ("Brochure") contains important information regarding the Services you have selected and is a part of this Agreement. This Agreement and the Brochure constitute the entire agreement between the parties and supersede any prior understanding or agreement with respect to these Services. The terms and conditions of this Agreement are not negotiable and the unauthorized addition of terms or conditions renders this Agreement null and void.

**Financial Planning Services**

**Comprehensive Financial Plan**

MOIS may develop for you a personal financial plan ("Plan") which reflects your financial needs and objectives. The Firm can create a single-issue financial plan and/or provide ongoing financial planning support.

If you elect to have a Plan developed for you, your Advisor will meet with you to collect the relevant personal financial information and documents necessary to prepare the Plan. The Advisor will analyze and evaluate the information received from you.

Your Advisor will furnish you with a financial analysis including general recommendations designed exclusively for the purpose of achieving the personal financial goals derived from the information you have furnished to the Advisor. The Plan will include a detailed written review, evaluation of your financial requirements and objectives, and a discussion tailored to your needs regarding general financial and investment strategies. The Plan will include general recommendations; such as asset allocation or risk management strategies. The Plan may cover some or all of the following subjects, depending on your personal situation:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Accumulation planning (e.g., education funding)</li><li>• Debt (e.g., home mortgage)</li><li>• Income replacement analysis</li><li>• Estate analysis</li><li>• Portfolio analysis (e.g., asset allocation)</li></ul> | <ul style="list-style-type: none"><li>• Qualified plan distributions</li><li>• Retirement planning</li><li>• Income and asset protection</li><li>• Survivor needs analysis</li></ul> |
|--|--|

Business oriented financial planning generally focuses on managing risks and providing employee benefits. It can include analyzing financial data and recommending ways to pursue financial goals.

The Plan may include illustrations and projections based, in part, on assumptions and rates as determined by the Advisor in consultation with you. Illustrations and projections provided in the Plan (including illustrations and projections of general recommendations and strategies described in the Plan) are not guaranteed. Because the Plan will be based on the information you have supplied, you should make certain that all data contained in the Plan is accurate and complete.

The Advisor will review the Plan with you when it has been completed. You retain the right to elect unilaterally whether or not to follow, completely or in part, any recommendations contained in the Plan.

The Plan will typically be completed and delivered to you within six months from the date you sign this agreement. After we deliver the Plan, your financial planning advisory relationship with MOIS and the Advisor ends. MOIS will not automatically monitor or update the plan.

Under a new agreement, which may be subject to additional fees or commissions, MOIS and the Advisor may help you implement some or all of the recommendations from the Plan. You can also choose to work with one of MOIS's affiliates or other financial institutions that are qualified to implement the specified investment recommendations.

#### **Financial Plan Reviews**

Your Plan is meant to address your immediate financial needs and objectives, while keeping appropriate long-term and life-long financial strategies in focus. Because changes in personal circumstances may have significant financial implications, the Advisor may recommend a periodic review of your Plan. You have no obligation to take advantage of our review services.

The Advisor will typically complete the review within sixty days after you sign this agreement. After we deliver the plan review, your financial planning advisory relationship with MOIS and the Advisor ends. MOIS will not automatically monitor or update the plan review.

#### **Ongoing Financial Planning Support**

MOIS offers ongoing financial planning support. This service generally involves multiple meetings or discussions with your Advisor relating to your specific financial situation. Similar to a stand-alone financial plan, the Advisor will initially gather information relating to your financial needs, goals, and anticipated changes. Ongoing financial planning support also involves the generation of a financial plan, which establishes the foundation for the ongoing support. Your Advisor will monitor the objectives and recommendations outlined in the Plan such as investment performance and cash flow. During ongoing meetings or discussions, your Advisor will continue to discuss your financial situation and provide ongoing financial advice. Ongoing financial planning support may include online access to financial planning software, which allows you to utilize various electronic tools and provide input on your financial plan. In addition, this service may provide you with access to a data aggregation system to assist with effective monitoring of your financial accounts. You will receive ongoing communications from MOIS or your Advisor, which may be in the form of newsletters, teleconferences, quarterly updates, or other types of communications relating to your financial situation.

These services do not include investment management services.

Ongoing financial planning support services will continue until terminated in writing by either party. MOIS may terminate your ongoing financial planning support at any time based on the Firm's oversight of the planning support provided by your Advisor.

#### **Financial Consultations**

MOIS offers financial consultations in order to discuss financial planning issues that may not require a comprehensive financial plan. One-time financial consultations are intended to cover mutually agreed upon topics related to investments or financial planning. MOIS financial consultations may consist of a review of new or existing issues that may have an impact on your financial situation; including but not limited to:

- income or asset protection
- cash flow and budgeting
- retirement, investment, social security, or business planning

The consultation will typically be completed and delivered to you within sixty days from the date you sign this agreement. After we deliver the consultation, your financial planning advisory relationship with MOIS and the Advisor ends. MOIS will not automatically monitor or update the consultation.

#### **Scope of Services**

Neither we, nor the Advisor, render accounting, tax or legal advice, and no portion of the fees for services rendered under this Agreement relates to accounting, tax or legal services. If such services are necessary, they are your responsibility. It may be appropriate for our Advisor to consult with and obtain information from your accountant, attorney or other advisor.

#### **Responsibility of Client**

You agree to provide, on a timely basis, information regarding income and expenses, investments, income tax situations, estate plans, and other pertinent matters as requested by your Advisor from time to time. You also agree to discuss needs, goals and projected future needs with your Adviser and to keep your Advisor informed of changes in your financial situation. You acknowledge that your Advisor cannot adequately perform their services on your behalf unless you perform such responsibilities and that your Advisor's analysis and recommendations are based on the information provided by you. You agree to permit your Advisor to consult with and obtain information about you from your accountant, attorney, and any other applicable advisor. The Advisor shall not be required to verify any information obtained from you, your attorney, accountant or any other advisors and is expressly authorized to rely on the information received. You are free at all times to accept or reject any recommendation from your Advisor and you acknowledge you have the sole authority with regard to the implementation, acceptance, or rejection of any counseling or advice from your Advisor.

You also acknowledge that your Advisor obtains information from a wide variety of publicly available sources and that the Advisor has no sources, and does not claim to have sources, of inside or private information.

### **Electronic Delivery**

You authorize MOIS and its affiliates to deliver at the discretion of MOIS, and you agree to accept, all required regulatory notices and disclosures, as well as all other correspondence from MOIS and its affiliates, via electronic mail. If MOIS exercises such discretion to deliver electronically, information and documents provided by MOIS and its affiliates may include, but are not necessarily limited to, account reports, annual Privacy Policy Notice, disclosures, planning documents and other written communications from MOIS and its affiliates. MOIS and its affiliates may receive, via electronic means, your consent to assignment of this Agreement. When using electronic delivery, MOIS and its affiliates will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to your last provided email address. You may notify MOIS in the event you do not want electronic delivery of information. You understand that you have the right to withdraw your consent to electronic delivery without the imposition of any fee or condition.

### **Confidentiality**

All information and recommendations furnished by you shall be treated in confidence and shall not be disclosed to third parties except as provided in the Mutual of Omaha Privacy Notice or as required by law. If you have not already done so, please carefully read the Mutual of Omaha Privacy Notice.

### **Receipt of Disclosure Documents**

You acknowledge receipt of a copy of the MOIS Form ADV 2A Disclosure Brochure, which has been prepared and delivered in accordance with the Investment Advisers Act of 1940 and the rules and regulations thereunder. The Brochure contains important information concerning the qualifications and business practices of MOIS.

You also acknowledge receipt of the Form ADV Part 2B Brochure Supplement, which contains important information regarding the business practices and background of your Advisor.

### **Cancellation, Amendment, Assignment and Notices**

Either party may cancel this Agreement at any time. If we receive your written cancellation request before we deliver the plan, we are entitled to be paid for the time spent preparing the plan. We may refund any excess fees to you at our sole discretion. This Agreement is not assignable by either party without the written consent of the other. It may be amended only by a written agreement signed by you and by an officer of MOIS. All notices and other communications thereunder shall be in writing.

### **Agreement to Arbitrate Controversies**

I / we agree that all controversies which may arise with Mutual of Omaha Investor Services, Inc. (MOIS) and its agents, employees and officers concerning any business transaction with MOIS, including the construction, performance or breach of this or any other agreement between us (whether entered into prior, or is subsequent to the date hereof) shall be determined by arbitration only before the Financial Industry Regulatory Authority (FINRA) according to FINRA's Code of Arbitration Procedures.

**Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. The law of the State of Nebraska will apply in all respects, including but not limited to determination of applicable statutes of limitation and available remedies. Nebraska law shall be applied without regard to that State's principles of conflicts of law. The decision or award of the arbitrator or a majority of them shall be final, and judgment on the award may be entered in any state or federal court having jurisdiction.**

## SIGNATURES

Please note that this Client Agreement contains a pre-dispute arbitration agreement which is set forth on this page. By signing below, the owner(s) agree that the information provided on this document is accurate and complete and they have been provided with the Arbitration Disclosure.

By signing below, you acknowledge that:

1. You have received and read the MOIS Form ADV Part 2A and Part 2B, the Affiliate Marketing Opt-Out Notice and the Mutual of Omaha Privacy Policy;
2. You understand and agree to all terms which apply to the Services and Fee Payment Options you selected;
3. You have read and understand this Agreement, which contains the pre-dispute arbitration provision. This financial planning services Agreement is agreed to between us effective as of the date you signed below.

Date	City	State
Client #1 (Printed Name)	Client #1 (Signature)	Date
Client #2 (Printed Name)	Client #2 (Signature)	Date

### Advisor Use Only – TO BE COMPLETED BY MOIS REPRESENTATIVE

MOIS Advisor (Printed Name)	MOIS Advisor (Signature)	Date
MOIS Advisor (Prod. #)	Advisor Pershing Code (3-digit)	

### Execution of the contract to be completed by the Home Office

***Mutual of Omaha Investor Services, Inc.***

Printed Name	Title
Signature	

# MUTUAL OF OMAHA

## PRIVACY NOTICE - PERSONAL INFORMATION

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This is the Privacy Notice of Mutual of Omaha Insurance Company and certain of its affiliates listed as follows (collectively, “Mutual of Omaha”, “us”, “our” or “we”):

- Companion Life Insurance Company
- Medicare Advantage Insurance Company of Omaha
- Mutual of Omaha Investor Services, Inc.
- Mutual of Omaha Marketing Corporation
- Mutual of Omaha Medicare Advantage Company
- Mutual of Omaha Structured Settlement Company
- Omaha Health Insurance Company
- Omaha Insurance Company
- Omaha Supplemental Insurance Company
- United of Omaha Life Insurance Company
- United World Life Insurance Company

This Notice applies to our current as well as former customers.

### Why You Are Receiving This Notice

This Notice describes the **Personal Information** we collect, and how we use and protect it. Personal Information means information such as name, address, Social Security number, income, employment and similar information.

If you have a policy that is covered by the HIPAA Privacy regulations, you received a privacy notice that relates to the privacy of your protected health information.

To obtain an additional copy of the privacy notice related to your protected health information you can go to our website:

<https://www.mutualofomaha.com/legal-services/privacy-notice-and-forms>

or you can contact us at:

Mutual of Omaha  
Attn: Privacy Office  
3300 Mutual of Omaha Plaza  
Omaha, NE 68175-1029

### Information We Collect

We may collect Personal Information about you from:

- Applications or other forms we receive from you
- Your transactions with us, such as your payment history
- Your transactions with other companies

- Other sources (such as motor vehicle reports, government agencies and medical information bureaus)
- Consumer-reporting agencies

### How We Protect Your Information

We restrict access to your Personal Information. It is given only to employees of Mutual of Omaha who need to know the information to provide our financial services to you and other who need to know the information to provide our insurance or financial services to you. We maintain physical, technical and administrative safeguards to protect your Personal Information in compliance with federal and state law.

### Sharing Within Mutual of Omaha

We may share your Personal Information among Mutual of Omaha affiliates. We may also share information about your transactions, such as your payment history.

### Sharing With Third Parties

We may share your Personal Information with third parties outside Mutual of Omaha. For example:

- With our agents and brokers
- To respond to a judicial process or government regulatory authority
- To process an insurance transaction that you request
- To service your policy or account, such as paying a claim
- To allow third parties to perform insurance or other functions on our behalf

# MUTUAL OF OMAHA

## AFFILIATE MARKETING OPT-OUT NOTICE

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This notice is provided by the following Mutual of Omaha companies:

- Mutual of Omaha Insurance Company
- Mutual of Omaha Investor Services, Inc.
- Mutual of Omaha Marketing Corporation
- Mutual of Omaha Structured Settlement Company
- Omaha Insurance Company
- United of Omaha Life Insurance Company
- United World Life Insurance Company
- Companion Life Insurance Company

"We", "our", and "us", when used in this notice, mean the group of companies listed above.

### Why You Are Receiving This Notice

Federal law gives you the right to limit some but not all marketing from the Mutual of Omaha companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from the Mutual of Omaha companies.

### Your Choice to Limit Marketing

You may limit Mutual of Omaha affiliated companies, such as our banking affiliate or the Mutual of Omaha companies listed above, from marketing their products or services to you based on personal information that they receive from other Mutual of Omaha companies. This

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information may include your income, your account history, and your credit history.

Your choice to limit marketing offers from the Mutual of Omaha companies will apply to all offers we make after October 1, 2008 until you tell us to change your choice.

If there is more than one owner of any insurance product or service, any one owner may request that we not share information on behalf of the one owner and the other owners.

Your choice to limit marketing offers from the Mutual of Omaha companies will apply for at least 5 years from when you tell us your choice. Once that period expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from the Mutual of Omaha companies for at least another 5 years.

If you have already made a choice to limit marketing offers from the Mutual of Omaha companies, you do not need to act again until you receive the renewal notice.

**To limit marketing offers, just check the box on the Affiliate Marketing Choice Form, complete it and return it to:**

**Attn. Privacy Notice  
Mutual of Omaha  
Mutual of Omaha Plaza  
Omaha, NE 68175-0001**



Detach here- - - - -

### MUTUAL OF OMAHA Affiliate Marketing Choice Form

☐ Do not permit your affiliated companies to use my personal information to market their products and services to me.

***Print your name and address clearly***

First Name

Middle Initial

Last Name

Address (line 1)

Address (line 2)

City

State and Zip Code

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# Customer Relationship Summary

## Mutual of Omaha Investor Services, Inc.

Form CRS Customer Relationship Summary April 18, 2025

### INTRODUCTION

Mutual of Omaha Investor Services, Inc. (“MOIS”) is registered with the Securities and Exchange Commission as both a broker-dealer and an investment adviser and is a member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). Brokerage and investment advisory services and fees differ and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

### WHAT INVESTMENT SERVICES AND ADVICE CAN YOU PROVIDE ME?

We offer both brokerage and investment advisory services to retail investors.

#### BROKERAGE SERVICES

Our **brokerage** services include buying and selling securities as an introducing broker-dealer through Pershing LLC (“Pershing”), the clearing firm for MOIS brokerage accounts. Pershing is responsible for the execution, clearing and recording of transactions; preparing confirmations and statements for your accounts; and acting as the custodian for your assets. MOIS offers exchange traded products (e.g., stocks, exchange traded funds, fixed income securities, etc.), mutual funds, and unit investment trusts (“UITs”) through brokerage accounts.

In addition to brokerage services, MOIS offers products through direct relationships with product sponsors. Direct (a.k.a. “non-brokerage”) investments available through MOIS include mutual funds, variable insurance products, 529 plans, and retirement products (e.g., 401(k) plans, 403(b) plans, SEP IRAs, Simple IRAs, Individual(K) plans, etc.). Direct investments and accounts are referred to as “non-brokerage” throughout this document.

Your financial professional will gather information regarding your financial profile to assist you with identifying your risk tolerance and investment objectives. Your financial professional can provide investment recommendations to you to select the appropriate investment(s) or product(s) for your account. In addition, your financial professional can make ongoing recommendations to adjust or re-allocate your investments.

MOIS has no account minimums or other special requirements for retail investors to open or maintain an account. MOIS does not monitor retail investors’ investments in brokerage or non-brokerage accounts.

MOIS does not accept discretionary authority for brokerage or non-brokerage accounts.

Investments made through MOIS are limited to only products and services that have been approved by MOIS. Therefore, products available outside of MOIS could be more appropriate based on your specific needs.

#### ADVISORY SERVICES

Our **advisory** services include financial planning services (e.g., comprehensive financial plans, financial plan reviews, consultations, and ongoing financial planning services), managed account services, and retirement plan services. Managed account services are offered through unaffiliated third-party money manager relationships and accounts sponsored by MOIS.

*Third-Party Money Manager Relationships:* MOIS offers advisory services through relationships with unaffiliated third-party money managers offering asset management and other investment advisory services. Your financial professional will assist you with identifying your risk tolerance and investment objectives, and subsequently you can select a recommended asset allocation model based on your needs. You will enter into agreements with MOIS and the third-party money manager, who will manage your assets on a discretionary basis.

*MOIS Managed Account Services:* MOIS has an agreement with a third-party platform provider, Envestnet Asset Management, Inc. (“Envestnet”) to provide services, including model portfolios, separately managed accounts, and unified managed accounts managed on a discretionary basis by independent investment advisers. Your financial professional will assist you with determining your risk tolerance and investment objectives prior to making recommendations to you. Advisor as Portfolio Manager (“APM”) accounts are managed with limited discretionary authority by MOIS financial professionals. APM accounts may be invested in mutual funds, equities, exchange-traded funds (“ETFs”), or variable annuity sub-accounts.

*Retirement Plan Services:* MOIS offers consulting and advisory services to qualified retirement plans. Advisory services are provided through arrangements with unaffiliated third-party companies.

MOIS has no account minimums or other special requirements for retail investors to open or maintain an account. However, minimum account sizes can be imposed by third-party money managers or Envestnet as disclosed in their Form ADV Part 2A Brochure(s).

Your account will be reviewed by MOIS prior to your initial investment and monitored on an ongoing basis by MOIS and/or the third-party who manages your account.

MOIS advisory services are limited to products and services that have been approved by MOIS. Therefore, products available outside of MOIS could be more appropriate based on your specific needs.



## Client Relationship Summary

Your financial professional is affiliated with Mutual of Omaha as an insurance agent. In his/her separate capacity as an insurance agent, your financial professional can recommend general disability insurance, life insurance, annuities, Medicare supplement insurance, property and casualty insurance, and other types of insurance. Your financial professional will receive commissions for sales of insurance products. Your financial professional can recommend insurance products underwritten by Mutual of Omaha and affiliated companies. In addition to commissions, your financial professional may receive non-cash compensation in the form of sales incentives and trips from the sale of proprietary insurance products of Mutual of Omaha and its affiliates.

**For additional information**, please see the MOIS Customer Agreement you received when you opened your account, the Form ADV Part 2A Brochure (Items 4, 7, and 13), and/or the Retirement Plan Fee Disclosure. These documents can be found at [www.mutualofomaha.com/investments](http://www.mutualofomaha.com/investments) in the “Important Disclosure Information” section. Additional information is available in the applicable product prospectus and/or the third-party money manager’s ADV Part 2A.

**Conversation Starters.** Ask your financial professional –

- Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?
- How will you choose investments to recommend to me?
- What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

### WHAT FEES WILL I PAY?

#### **BROKERAGE FEES**

You will incur various fees, charges, and commissions for activities conducted in your brokerage or non-brokerage account as described below.

**Brokerage Fees:** Brokerage accounts include transaction-based fees, including commissions and sales charges, and ticket charges. You will be charged more when there are more trades in your account. Therefore, MOIS or your investment professional may have an incentive to encourage you to trade more often in your account.

You may be charged other fees for activities in your brokerage account, such as IRA maintenance fees, account transfer fees, and inactive account fees.

**Non-Brokerage Fees:** Non-brokerage accounts through MOIS are held at mutual fund, 529 plan, retirement plan or variable insurance product sponsors.

Fees associated with mutual funds and 529 plans include, but are not limited to management fees, service (12b-1) fees, and up-front or deferred sales charges. Mutual fund and 529 plan fees can vary based on various factors, including share class, product type, and the size of the investment.

Fees associated with variable insurance products, such as variable annuities, include mortality & expense fees, administrative expenses, distribution fees, optional rider fees, surrender fees, and sub-account expenses. Variable annuity fees also vary based on the product and the options elected on the particular investment.

Fees associated with retirement plans can include sales charges, transactional fees, product expenses, service (12b-1) fees, and investment expenses. Retirement plan expenses also vary by retirement plan, plan providers, and the product selected.

#### **ADVISORY FEES**

You will incur various fees and charges for activities conducted in your advisory account as described below. Investment advisory fees are based on a percentage of assets you have invested. The more assets in your account, the more you may pay in fees. Therefore, MOIS or your investment professional may have an incentive to encourage you to increase the assets in your advisory account.

**Third-Party Money Manager Fees:** You will pay the third-party money manager compensation for investment advisory services as a percentage of assets you have invested. All fees are calculated and collected by the third-party money manager, who delivers a portion of the fee to MOIS for services performed by your advisor.

**MOIS Managed Account Fees:** You will pay MOIS compensation for advisory services as a percentage of assets you have invested. Additional fees can be charged for accounts managed by independent investment advisers and by Envestnet for their services as the platform manager. All fees are calculated and collected by Envestnet. Our portion of the fee covers services performed by MOIS and your advisor.

**Retirement Plan Services Fees:** Unaffiliated third-party money managers, as well as unaffiliated companies receive compensation for advisory services provided as a percentage of assets in the plan. A portion of the fees is subsequently paid to MOIS for services performed by your advisor. In addition, MOIS and your advisor may receive fees for consulting services under a monthly or quarterly arrangement as described in a separate written agreement.

**Other Fees:** Additional fees can be charged by third parties in connection with investments in your account, including but not limited to service (12b-1) fees, variable annuity fees, surrender charges, IRA and retirement plan fees, ticket charges, transaction fees, and other expenses imposed by the custodian of your account. You may also incur fees for financial planning services provided by MOIS and your advisor, which are described in a separate written agreement.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

**For additional information**, please see the Form ADV, Part 2A Brochure (Item 5), the MOIS Fee Schedules, the MOIS Customer Agreement you received when you opened your account, and/or the Retirement Plan Fee Disclosure. These documents can be found at [www.mutualofomaha.com/investments](http://www.mutualofomaha.com/investments) in the “Important Disclosure Information” section. Additional information is available in the applicable product prospectus and/or the third-party money manager’s ADV Part 2A.

**Conversation Starter.** Ask your financial professional –

- Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

WHAT ARE YOUR LEGAL OBLIGATIONS TO ME WHEN PROVIDING RECOMMENDATIONS AS MY BROKER-DEALER OR WHEN ACTING AS MY INVESTMENT ADVISER? HOW ELSE DOES YOUR FIRM MAKE MONEY AND WHAT CONFLICTS OF INTEREST DO YOU HAVE?

**When we provide you with a recommendation as your broker-dealer or act as your investment adviser,** we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means.

### **Examples of Ways We Make Money and Conflicts of Interest.**

#### Third-Party Payments:

- 12b-1 fees: MOIS and your financial professional may receive compensation from mutual fund companies, including sales charges, commissions and service fees. Mutual fund compensation varies by product sponsor company, which creates a conflict of interest to recommend products with higher compensation.
- Pershing, LLC: MOIS has an arrangement with Pershing based on the level of assets held in custody. If MOIS does not meet a minimum revenue amount with Pershing, MOIS is charged a specified fee. MOIS may receive a portion of fees you pay for your Pershing custodied account. These fees are described in the Fee Schedule.
- Envestnet: Envestnet provides payments for operational support provided by MOIS. This presents a conflict of interest for MOIS to recommend sales of Envestnet portfolios.

Revenue Sharing and Program Fees: MOIS has entered into arrangements with certain product sponsor companies who offer mutual funds, variable annuities, retirement plans, and advisory services. In addition to sales charges, compensation, and 12b-1 fees, payments are made to MOIS based on the amount of new sales and/or the assets held. This presents a conflict of interest for MOIS to recommend sales of particular products.

Non-cash Compensation: Some product sponsor companies make payments to MOIS to support and participate in various promotional activities, including but not limited to sales meetings, conferences and seminars held in the ordinary course of business. In addition, your financial professional may receive reimbursement from a product sponsor company for expenses incurred for attendance at a training or educational event hosted by the product sponsor. Your financial professional may also receive reimbursement from a product sponsor company for expenses associated with business-related expenses (e.g., client appreciation event, seminar, holiday gifts, etc.). The receipt of non-cash compensation from product sponsor companies presents a conflict of interest for MOIS or your financial professional to recommend sales of particular products that provide reimbursement.

Your financial professional may also receive non-cash compensation from Mutual of Omaha in the form of sales incentives and trips resulting from the provision of financial planning and advisory services and the sale of non-proprietary products, including mutual funds, municipal fund securities, annuities, variable life, retirement plans, UITs, and exchange-traded products (e.g., equities, ETFs, fixed income securities, etc.). This presents a conflict of interest for your financial professional to recommend particular products or services rather than other financial products or services that could be more appropriate. Non-cash compensation credited to your financial professional may vary based on product type, which creates a conflict of interest to recommend products with higher non-cash compensation rate.

Insurance Agent: Your financial professional is affiliated with Mutual of Omaha as an insurance agent and can recommend proprietary insurance products of Mutual of Omaha and its affiliates or non-proprietary products through an affiliate marketing organization. As an insurance agent, your financial professional may receive compensation in the form of sales incentives and trips. This presents a conflict of interest for your financial professional to offer the sale of proprietary insurance products or non-proprietary products through an affiliate marketing organization rather than other financial products that could be more appropriate. In addition, this presents a conflict of interest for MOIS's affiliate companies as they make money from the sale of insurance products.

Money Market Sweep Funds: Through Pershing, MOIS offers sweep options in money market funds. MOIS has a conflict of interest by offering money market sweep fund options that pay 12b-1 and service fees to MOIS and Pershing.

**For additional information,** please see the Form ADV Part 2A Brochure, the MOIS Conflicts of Interest Disclosure, the Fee Schedule, the Retirement Plan Fee Disclosure, and the MOIS Revenue Sharing Disclosure. These documents can be found at [www.mutualofomaha.com/investments](http://www.mutualofomaha.com/investments) in the "Important Disclosure Information" section.

**Conversation Starter.** Ask your financial professional –

- How might your conflicts of interest affect me, and how will you address them?

## HOW DO YOUR FINANCIAL PROFESSIONALS MAKE MONEY?

### BROKERAGE SERVICES

Your financial professional receives a commission for transactions in brokerage or direct accounts (described in the “brokerage services” section above). Your financial professional will receive a percentage of the gross commission that you pay for a particular transaction. Your financial professional’s sales of insurance products offered by Mutual of Omaha Insurance Company and affiliated insurance companies can impact his/her commission rate.

Your financial professional will receive ongoing service fees (i.e., 12b-1 fees) for the sales of certain products (e.g., mutual funds, variable insurance products, 529 plans, retirement products, etc.). The service fee rate is based on the amount of assets held in MOIS accounts assigned to your financial professional that pay service fees.

Your financial professional’s commission and service fee rates can also be impacted by the amount of investment-related commission, service fees, and advisory fees he/she earned during the prior year.

In addition to commission and service fees, your financial professional may receive non-cash compensation from product sponsor companies or Mutual of Omaha as described in the previous section.

### ADVISORY SERVICES

Your financial professional receives fees for advisory services (described in the “Advisory Services” section above). These fees are determined by an agreement established with you and the product sponsor or advisory service platform. Your financial professional will receive a portion of the advisory fees that you pay to MOIS.

Advisory fees are based on a percentage of assets under management. Therefore, when your account balance increases, you will pay a higher fee (and vice versa).

In his or her capacity as an advisor, your financial professional may provide financial planning services or retirement plan consulting services for a fee. Financial planning fees and retirement plan consulting fees paid to MOIS and your financial professional vary based on the nature of services provided.

In addition to commission and service fees, your financial professional may receive non-cash compensation from product sponsor companies or Mutual of Omaha as described in the previous section.

## DO YOU OR YOUR FINANCIAL PROFESSIONALS HAVE LEGAL OR DISCIPLINARY HISTORY?

**Yes.** Visit [Investor.gov/CRS](https://investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Conversation Starter.** Ask your financial professional –

- As a financial professional, do you have any disciplinary history? For what type of conduct?

## ADDITIONAL INFORMATION

**For additional information about our services,** visit our website at [mutualofomaha.com/investments](https://mutualofomaha.com/investments) or contact your financial professional. If you would like additional, up-to-date information or a copy of this disclosure, please call MOIS Customer Service at 800-228-2499.

**Conversation Starter.** Ask your financial professional –

- Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?