

Client Services Agreement for Investment Advisory Services of Third Party Money Managers

This agreement ("Agreement") is entered into by and between Transamerica Financial Advisors, Inc., a registered broker-dealer and a registered investment advisor ("TFA", unless distinguishing its capacity as Broker-Dealer only, "TFA BD", or as Registered Investment Advisor only, "TFA RIA") and _____ ("Client"). Intending to be legally bound, Client and TFA agree as follows:

1. Services to be Rendered

TFA will assign an investment advisor representative ("Advisor") to Client in connection with the provision of third party money management services. Advisor will assist Client to determine if third party money management services are suitable for Client. Client will furnish Advisor with complete and accurate information regarding Client's current financial situation, including his/her investment goals and objectives, to enable Advisor to complete a questionnaire. If third party money management services are deemed to be suitable for the Client, Advisor will facilitate the introduction of Client to a Third Party Money Manager based upon, among other things, Client's investment objectives, risk tolerance and time horizon.

Advisor will meet with Client, at least annually, to review the client's stated investment objectives and goals in order to access whether or not the third party money management services are still suitable for Client. Client acknowledges that it is Client's responsibility to provide Advisor with updated information, as necessary, and that Advisor, TFA and all other persons affiliated with Advisor and/or TFA have the right to rely on such information. Advisor will be available to Client on an ongoing basis to assist with deposit and withdrawal instructions and to ascertain any changes in the Client's financial circumstances and/or investment objectives.

2. Selection of Advisor

Client has selected the following Third Party Money Manager(s) to provide professional money management services to Client:

Check the Appropriate Box(s) Below:

- A. ☐ CLS Investment Firm, LLC
- B. ☐ Curian Capital, LLC
- C. ☐ Flexible Plan Investments, Ltd.
- D. ☐ Fund Architects, LLC*
- E. ☐ Hanlon Investment Management, Inc.
- F. ☐ Horizon Investments, LLC
- G. ☐ Pinnacle Advisory Group, LLC
- H. ☐ Summit Global Investments, LLC*

**Only available for self-directed brokerage accounts from qualified plans.*

Services provided by the Third Party Money Manager will be described in detail in the Third Party Money Manager's Form ADV Part 2A or other appropriate disclosure brochure. Client should refer to such disclosure document for a complete discussion of the services offered, including a description of all fees and expenses associated with the program.

3. Fee and Charges

Client will not pay any fees or charges directly to TFA. Client will pay the fees stated in the Agreement entered into between Client and the Third Party Money Manager ("Third Party Money Manager Contract"). The Third Party Money Manager will, in turn, pay a solicitation fee to TFA as set forth in the Solicitor's Disclosure Statement. TFA's compensation hereunder will not be based on any portion of the capital gains or capital appreciation (if any) of the assets that are managed by the Third Party Money Manager.

If you have selected a Third Party Money Manager who is a Wrap Fee Manager, you will pay one fee and no additional commissions or fees for the assets managed under that program, including commissions or fees for trading stocks, bonds or other investments. Additional administrative fees could be applicable, such as an overnight check distribution request, and can be found in the Third Party Money Manager's custodial account paperwork and or in the Third Party Money Manager's Wrap Fee Brochure. If you have selected a Third Party Money Manager who is not a Wrap Fee Manager, you will pay a single advisory fee and you will also pay all of the other custodial and trading fees. For additional information about the custodial and trading fees that you may incur, please refer to the Third Party Money Manager's custodial account paperwork and/or the Third Party Money Manager's Form ADV Part 2A.

Compensation for services performed outside the scope of this Agreement by Advisor, such as services performed in Advisor's capacity as a Registered Representative of TFA acting its capacity as a Broker-Dealer and/or in Advisor's capacity as a licensed insurance agent or broker, may consist of commissions from product sales to the Client, which would be compensation in addition to the fee paid by the Client under this Agreement.

4. Proxy Voting

TFA will not, but Third Party Money Manager may, vote proxies on behalf of clients. Client should refer to the Third Party Money Manager's Form ADV Part 2A or other applicable disclosure document for a discussion of the Third Party Money Manager's proxy voting procedures.

5. Trust and Erisa Accounts

If this Agreement is entered into by a trustee or other fiduciary of Client, including, but not limited to, a fiduciary of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), such trustee or fiduciary represents and warrants that Client's participation in the Program is permitted by the relevant plan documents, and that Client is duly authorized to enter into this Agreement. Client agrees to furnish TFA with such documents as it shall reasonably request with respect to Client's authorization to participate in the Program. Client further agrees to advise TFA of any events which might affect this authority or the validity of this Agreement.

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If Client is subject to ERISA or to section 4975 of the Internal Revenue Code of 1986, as amended ("Code"), then to the extent applicable:

- (a) Client additionally represents and warrants (i) the plan's governing instruments provide that an investment advisor acting as a fiduciary may be appointed, and (ii) the person executing and delivering this Agreement on behalf of Client is a "named Fiduciary" (as defined in ERISA) who has the power under the plan to appoint such an investment advisor.
- (b) TFA agrees that, in performing services as an investment advisor under this Agreement, it is acting as a fiduciary within the meaning of ERISA.
- (c) With respect to any Client that is subject to section 406 of ERISA or section 4975 of the Code, TFA reserves the right to provide its services under this Agreement in accordance with one or more exemptions from such provisions, as TFA determines in its sole discretion.
- (d) Client hereby authorizes TFA and Advisor each to make use of information received pursuant to this Agreement to offer and provide other investments, products and services to plan participants and beneficiaries.

6. Risk Knowledgegment

Client recognizes that the investment advisory services to be provided by TFA under this Agreement involve judgment and that the performance of the Account cannot be guaranteed. Client acknowledges that TFA has not made any guarantee, either oral or written, that Client's investment and/or retirement objectives will be achieved.

Client understands that the Program is designed as a long term investment program and that asset withdrawals may impair the achievement of Client's investment objectives.

7. Anti-Hedge Clause Statement

The federal and state securities laws impose liabilities under certain circumstances on investment advisors even if they act in good faith. Therefore nothing in this Agreement shall constitute a waiver of Client's rights under common law or the federal securities laws.

8. Assignment

This Agreement may not be assigned or otherwise transferred by any party without the prior consent (which consent may be provided via negative consent following full and fair disclosure of all material facts) of the other party.

9. Death or Incapacity of Client

In the event Client dies or becomes legally incapacitated, TFA may continue to manage the Account in accordance with the instructions, investment objectives, risk tolerance, and other financial information provided by Client to Advisor prior to Client's death or incapacity until receipt of written instructions from a properly appointed or designated representative of Client or Client's Estate or Court Order as to the disposition of Account assets. This Agreement and its terms shall be binding upon Client's heirs, executors, beneficiaries, administrators, and assigns.

10. Severability

If any provision of this Agreement shall be held to be, or shall be made, non-enforceable by any statute, rule, regulation, decision of any tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any provision of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the invalid provision of this Agreement shall be deemed to be severable.

11. Governing Law

This Agreement, and all of the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Florida (without giving any effect to any conflicts of laws and principles) to the extent that such state law is not preempted by the provisions of any law of the United States, including, without limitation, the Investment Advisers Act of 1940 ("Advisers Act") and the rules and regulations of the Securities and Exchange Commission thereunder.

12. Arbitration

This agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF INDIVIDUALS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

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No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

In consideration of opening one or more advisory accounts for the Client, the Client agree(s) that any controversy between us arising out of or relating to Client's account, transactions with or for Client, or this agreement or the breach thereof shall be settled by arbitration in accordance with the rules, then established, of the Financial Industry Regulatory Authority (FINRA). Nothing in this agreement shall limit or contradict the rules of any self-regulatory organization, limit the ability of any party to file any claim in arbitration, nor limit the ability of an arbitration panel to make any award.

13. Receipt of Form ADV and Solicitor's Disclosure Statement

Client acknowledges receipt of the Transamerica Financial Group Division of TFA's Form ADV Part 2A, the Third Party Money Manager's Form ADV Part 2A, and the Advisor's Form ADV Part 2B Brochure Supplement. Unless Client received these documents at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of such cancellation to TFA. In such case, Client shall be responsible for any transactions executed prior to TFA's receipt of the written notice of cancellation. This Agreement will not take effect until at least forty-eight (48) hours after Client has received TFA's Form ADV Part 2A, the Third Party Money Manager's Form ADV Part 2A, and the Advisor's Form ADV Part 2B Brochure Supplement, as described above and TFA has accepted the Client's Account.

Client acknowledges that Client has reviewed and received the appropriate contract including fee schedule and Disclosure Statement of the selected Third Party Money Manager and a Solicitor's Disclosure Statement.

14. Entire Agreement

This Agreement supersedes any and all prior agreements between the parties hereto and constitutes the entire agreement among the parties with respect to the subject matter contained herein. TFA has the right to amend this Agreement by modifying or changing the terms and conditions of this Agreement by mailing a written notice of the modification or change as provided in paragraph 15 of this Agreement. Such written notice shall include the effective date of such modifications or change, which shall not be effective prior to 30 days from the date of such written notice. Client's use of the account after the effective date of the modification or change shall constitute Client's acknowledgement and agreement to the terms of such modification or change.

15. Notices

Notices and reports provided for herein shall be mailed, in the case of TFA to Transamerica Financial Advisors, Inc., Attention: Advisory Services, 570 Carillon Parkway, St. Petersburg, Florida 33716-9053. Notices and reports provided for herein, in the case of Client, shall be transmitted by U.S. mail, overnight delivery, facsimile transmission or email or other electronic delivery in accordance with normal business practices. Notices and reports shall be delivered to Client at the following address:

Email _____

The above addresses may be changed by appropriate notice given in accordance with these provisions.

16. Electronic Delivery of Account Documents

Client hereby agrees to receive all notices, documents, and other information related to Client's Account electronically.

Client's consent to electronic delivery extends to all information required to be provided by the custodian, the issuers of the securities in which Client invests, and other third parties. This means Client may receive account statements, confirmations, tax documents, prospectuses, annual or quarterly reports, proxies, tender offers and mergers, corporate recapitalizations and all other information by electronic delivery.

Client agrees that when such documents are electronically delivered to Client that it constitutes valid delivery of the information. Client may revoke this consent to electronic delivery at any time by providing written notice to us. However, since the services have been priced considering the savings of electronic delivery, TFA reserves the right to charge Client an extra fee if Client requests paper documents. Client agrees to keep a working email address and other current contact information and complete any necessary forms, applications, or documents necessary to set up the electronic delivery process. Client will update any account information immediately if Client's email address or other contact information changes. If Client does not maintain an email address that is working and accessible, Client may be charged an additional fee.

☐ I wish to receive paper documents.

17. Effective Date and Termination

This agreement is effective when the Account is approved and opened by TFA ("Effective Date"). Furthermore, this Agreement will continue in effect until terminated, and any party may terminate this Agreement effective upon sending a written notice of termination to each of the other parties, provided that any such notice of termination is sent in accordance with the provisions of Section 15 of this Agreement.

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**THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE AS SET FORTH IN SECTION 12 (TWELVE) ABOVE.
CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.**

Agreed to this _____ day of _____, _____.

Client Signature

Client Signature

Client Name (Print or Type)

Client Name (Print or Type)