

DESCRIPTION OF SERVICES BROCHURE

FORM ADV PART 2A BROCHURE



First Command Advisory Services, Inc.

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800.443.2104

Overseas, Call 817.731.8621

www.firstcommand.com

clientservices@firstcommand.com

This brochure is dated December 18, 2023.

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 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 18, 2023. We may update this brochure at any time.

We will notify you whenever there are material changes to our Form ADV Part 2A. In addition, we will annually provide you a summary of material changes along with an offer to provide you with a current copy of our Form ADV Part 2A.

We have not made any material changes to our Form ADV Part 2A since our last update dated October 2022.

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 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 for a material changes during the Service Period to your circumstances you report to your advisor.
- 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 also provide you with other advisory services based upon your specific situation and needs. At the beginning of the 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. You will pay commissions when you make a new investment in a brokerage product or when you trade in a brokerage account. 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, BlackRock, and American Funds.
- For variable annuities, First Command Brokerage Services, Inc. will make recommendations for new contracts from the following insurance carriers: Equitable (AXA); Lincoln National Life Insurance Company; and Brighthouse Securities, LLC (formerly MetLife).
- For variable life insurance, First Command Brokerage Services, Inc. will make recommendations for new contracts from the following insurance carrier: Lincoln National Life Insurance Company.
- On a limited basis, First Command Brokerage Services, Inc. may also effect transactions in individual equities, exchange traded funds or bonds/debt instruments.

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

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. You will pay commissions when you purchase insurance products through First Command Insurance Services, Inc.

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. Your Advisor must be appropriately licensed in order to offer the recommendations provided in connection with the TPS. 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.

You may elect to implement any of the recommendations provided to you in whole or in part through First Command Advisory Services, Inc., or its affiliates. If you elect to implement any of the recommendations provided to you, then you are responsible for all fees and expenses (such as investment advisory fees and/or commissions and expenses related with brokerage or insurance products) incurred in connection with the implementation of a financial plan. You will receive an

appropriate disclosure document and an agreement describing the nature and extent of the services provided by First Command Advisory Services, Inc. or its affiliates and the applicable fees charged for those services. The fees charged by First Command Advisory Services, Inc. such as investment advisory fees in connection with the implementation of a financial plan are in addition to the fees incurred by you for the TPS and in connection with the formulation of a financial plan. As stated above, some recommendations may be for advisory products and services through First Command Advisory Services, Inc., brokerage products and services through First Command Brokerage Services, Inc. or insurance products and services sold through First Command Insurance Agency, Inc. These products and services pay reasonable and customary compensation in the form of advisory fees or commissions (depending on the product or service) which are shared between the applicable First Command entity and your Advisor.

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 herein below, we 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, 2023, First Command manages 17.8 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.

- **Terms.** The fee for each 12-month term for TPS will be determined by mutual agreement between you and your Advisor.
- **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 those 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 products (including fees from the sale of mutual funds), insurance products and banking products. The payment by you and receipt of compensation by us and your Advisor creates conflicts of interest. The types of payments described in this disclosure brochure are common in the broker-dealer, investment adviser, insurance and banking industries. We work hard to mitigate conflicts of interest by employing a range of policies, procedures, training, supervision systems and other measures. We strive to ensure that the recommendations our Financial Advisors make to you through your financial plan are in your best interest. We make recommendations for products and services that are in your best interest, and we do not put our interests ahead of yours. We disclose this conflict of interest to you in this Description of Services brochure. In this way, we help you consider such conflicts when deciding whether to adopt our advice.

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. employs a range of 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 of accounts.

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 seek 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 materials prepared by organizations such as Morningstar, Inc., financial periodicals, annual reports, prospectuses, independent research subscription services, 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 material 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, mortgage 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 by calling the FCA at 0800 111 6768, by writing to the FCA at 12 Endeavour Square, London UK E20 1JN or through other contact options listed at <https://www.fca.org.uk/contact>. Certain investment and insurance products offered in the United States may not be available in Europe.

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. It includes our core values and commitment to our clients. We promise to put the interests of our clients ahead of our own. We comply with all applicable laws and regulations that govern our business. You may review our Code of Ethics at any time. It is available on our website at <https://www.firstcommand.com/assets/pdf/code-of-ethics.pdf>. You may also obtain a paper copy of our Code of Ethics by calling us at 800.443.2104 or writing to us at the following address: 1 FirstComm Plaza, Fort Worth, TX 76109-4999. Attn. Chief Compliance Officer.

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., First Command Bank and First Command Europe Ltd. (together the "First Command Family of Companies").

Please refer to Appendix A. DATA PRIVACY AND PROTECTION POLICY

CORE POLICY FC-11

APPROVED DATE: 11/01/2023

LAST REVIEWED: 11/01/2023

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 76101-204B1

Phone: 817 731-8621

Toll Free: 888.763.7600

24 hour automated banking 888-763-7601

Toll Free Fax: 888.763.7605

Email: Bankinfo@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, 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 you make 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 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).

K. IMPORTANT INFORMATION RELATED TO RETIREMENT ACCOUNTS

For purposes of complying with the Department of Labor's Prohibited Transaction Exemption 2020-02 ("PTE 2020-02"), we acknowledge that when we provide investment advice to you regarding your retirement accounts, we are fiduciaries within the meaning of Title I of the Employee Retirement Income Security Act ("ERISA") and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way we make money creates certain conflicts with your interests, so we operate under PTE 2020-02, a special rule that requires us to act in your best interest and not put our interest ahead of yours.

Under PTE 2020-02, when providing individualized investment advice to retirement accounts, we must also:

- Meet a professional standard of care (give prudent advice);
- Not put our financial interests ahead of yours (give loyal advice);
- Avoid misleading statements about our conflicts of interest, fees and investments;
- Follow policies and procedures designed to ensure that we give advice that is in your best interest;
- Charge no more than is reasonable for our services; and
- Give you basic information about our conflicts of interest. This information is provided to you in this Description of Services brochure and our other firm disclosures.

This fiduciary acknowledgment does not create an ongoing duty to monitor your accounts or create or modify a contractual obligation or fiduciary status under state law. Not all services or activities we provide to your retirement account(s) are subject to the provisions above.

When we talk about retirement accounts, we are referring to all types of employee benefit plans qualified under Section 401(a) or described under Section 403(b)(7) or a governmental plan under ERISA and the Internal Revenue Code of 1986, as amended, and their regulations.

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.

The fee for each Service Period will be determined by mutual agreement between you and your Advisor. You will be required to complete and sign a new First Command TPS Service Form for each Service Period.

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 black ink, appearing to read "Tina Caddell", with a stylized, cursive script.

Tina Caddell
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 and documents from First Command (“Account Communications”).

Your consent shall apply to all Account Communications including, but not limited to, the Description of Services Brochure; First Command disclosure documents; financial plans; account agreements; product offering documents; applications; application supplements and addendums; account statements; trade confirmations; tax documents; policy contracts; customer correspondence; privacy notices; performance reports; Notifications; notices concerning any change in the terms of your relationship or agreements; and/or other documents as they may be made available to you electronically. “Notifications” means disclosures and other information related to your account including, without limitation, prospectus, prospectus supplements, quarterly, semi-annual or annual shareholder reports, proxy statements, offering documents, disclosure brochures, and legal and regulatory notices and documents permitted by law to be sent electronically, in electronic format when available instead of receiving paper copies. “Authorized User” means any person that you have authorized to be provided a User ID which enables access to your account online.

Account Communications are being made available to you in electronic form as described herein in lieu of mailing them to you in paper form. Account Communications will be made available to you online via a website maintained by Pershing LLC (“Pershing”) on behalf of First Command (the “Website”). Account Communications will be available in portable document format (PDF). You may request a mailed copy of your Account Communications by contacting your Financial Advisor.

Unless otherwise required by law, Account 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. Account 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. You may view and verify your email addresses via the Website and change the email address(es) through the Website or by contacting First Command. You further agree that electronic delivery of the Account Communications is deemed accepted, regardless of whether you access or view a particular Account Communication document. You acknowledge that any Authorized User of your account are able to make changes to the electronic delivery settings for your account, and You agree to accept responsibility for such changes.

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 a recent version of Adobe Acrobat Reader or other software application that allows you to view and print your Account Communications. You may print or save your Account Communications at any time. You can download Adobe Acrobat Reader at no charge by visiting www.adobe.com.

In the event of an email notification failure as defined by Pershing as three consecutive undeliverable email notification, Pershing may discontinue electronic delivery and mail your Account Communications in paper form until You re-enroll through the Website. A paper surcharge fee can be charged to your account for account notifications in paper form. If You lose access to the Website, You should contact First Command to have access reinstated.

You expressly agree and acknowledge that your use and any Authorized User's use of the Website is subject to additional terms and conditions that are posted on the Website including, without limitation, any disclaimers of warranties and other notices therein. Such terms and conditions may be amended from time to time by posting them on the Website. Continued use of the Website by You or your Authorized User will constitute your acceptance of the then-current terms and conditions.

You agree that you are solely responsible for (a) safeguarding and keeping confidential your password and user IDs that You and your Authorized Users use to access the Website and any information that is retrieved from the Website. You agree that You and your Authorized User will only access the Website from devices with industry standard anti-virus / anti-malware protection. You agree to accept responsibility for all activities that occur under such user IDs or password(s).

You agree to immediately notify First Command if: (1) the passwords or user IDs are lost or stolen, or (2) You become aware of any unauthorized use of the passwords, user IDs, or access to your accounts that may be related to your use of the Website. You agree that the providers of the Website are not liable for any loss or damage arising from any activity that occurs via the use of your password and/or user ID.

This Electronic Delivery Agreement is effective until revoked by you or First Command. You may revoke your consent for electronic delivery and resume receiving paper Account Communications by changing your delivery preferences by following instructions on the website, or by contacting First Command directly for assistance. First Command at 800.443.2104 or write First Command at PO Box 2387, Fort Worth, TX 76113.

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 Account Communications become available. Your request shall apply to all accounts for which you are an owner, joint owner, custodian, trustee, or participant.

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

APPENDIX A: DATA PRIVACY AND PROTECTION POLICY

CORE POLICY FC-11
APPROVED DATE: 11/01/2023
LAST REVIEWED: 11/01/2023

Summary

The purpose of this Data Privacy and Protection Policy (“Policy”) is to establish global principles for First Command Financial Services, Inc. and its wholly owned subsidiaries including First Command Brokerage Services, Inc., First Command Advisory Services, Inc., First Command Insurance Services, Inc., First Command Europe Ltd. and First Command Bank (together “First Command” or the “Company”) to follow in protecting and securing the privacy of confidential information, including, but not limited to personal information (as defined below).

Applicability

This Policy applies to all Home Office personnel, Registered Persons, Advisor Trainees, Associated Persons, and employees or independent contractors of registered persons with access to confidential information maintained by First Command Financial Services, Inc. and its wholly owned subsidiaries including First Command Financial Planning, Inc., First Command Advisory Services, Inc., First Command Insurance Services, Inc., First Command Europe Ltd. and First Command Bank (collectively referred to herein as “First Command”).

Approval And Suggested Improvement

The Risk Management Committee of the Board of Directors of First Command Financial Services, Inc. has approved this Policy. The proponents of this Policy are the Chief Legal Officer and the Chief Data Privacy Officer. Comments and suggested improvements to this Policy should be directed to those individuals.

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1. ADMINISTRATION AND IMPLEMENTATION

The Chief Legal Officer and the Chief Data Privacy Officer will be responsible for the implementation and administration of this Policy.

First Command has determined that it is in the interest of the Company to ensure that an appropriate group of senior leaders meet regularly to engage in specific activities that support and enhance the Company's Data Privacy Program ("Privacy Program"). Therefore, the Company has established a Data Privacy Committee ("DPC").

The DPC will consist of the following individuals:

- Chief Legal Officer
- Chief Data Privacy Officer
- Data Privacy Manager
- Key Stakeholders necessary to support and enhance the Privacy Program

The DPC will assist the Chief Legal Officer and Chief Data Privacy Officer with:

- developing policies and procedures to protect personal information.
- providing strategic guidance and oversight to the Privacy Program
- training and providing advice and counsel on privacy and data protection matters.
- monitoring compliance with privacy and data protection laws and regulations
- communicating with legal and regulatory authorities on privacy and data protection matters.

2. FIRST COMMAND PRIVACY PHILOSOPHY

The Company values and respects the personal data and rights of its Clients, Employees, Independent Contractor Advisors, District Advisors, Prospects, Business Partners, and Third-Party Vendors. It is committed to the protection and responsible use of the information it collects. The Company endeavors to ensure the proper collection, use, disclosure, and disposition of such information by implementing technology, training, policies and procedures and by adhering to the Fair Information Practices Principles ("FIPPs") framework, including the following 8 principles:

1. The Collection Limitation Principle. There should be limits to the collection of personal data and any such data should be obtained by lawful and fair means and, where appropriate, with the knowledge or consent of the data subject.
2. The Data Quality Principle. Personal data should be relevant to the purposes for which it is to be used and, to the extent necessary for those purposes, should be accurate, complete, and kept up to date.
3. The Purpose Specification Principle. The purposes for which personal data are collected should be specified not later than at the time of data collection and the subsequent use limited to the fulfillment of those purposes or such others as are not incompatible with those purposes and as are specified on each occasion of change of purpose.
4. The Use Limitation Principle. Personal data should not be disclosed, made available or otherwise used for purposes other than those specified, except a) with the consent of the data subject, or b) by the authority of law.
5. The Security Safeguards Principle. Personal data should be protected by reasonable security safeguards against such risks as loss or unauthorized access, destruction, use, modification, or disclosure of data.
6. The Openness Principle. There should be a general policy of openness about developments, practices, and policies with respect to personal data. Means should be readily available of establishing the existence and nature of personal data and the main purposes of their use, as well as the identity and usual residence of the data controller.

7. The Individual Participation Principle. An individual should have the right:
 - a. to obtain from a data controller, or otherwise, confirmation of whether, the data controller has data relating to him.
 - b. to have data relating to him communicated to him, within a reasonable time, at a charge, if any, that is not excessive; in a reasonable manner, and in a form that is readily intelligible to him.
 - c. to be given reasons if a request made under subparagraphs (a) and (b) is denied and to be able to challenge such denial.
 - d. to challenge data relating to him and, if the challenge is successful, to have the data erased, rectified, completed, or amended.
8. The Accountability Principle. A data controller should be accountable for complying with measures which give effect to the principles stated above.

3. PROCESSING OF CONFIDENTIAL INFORMATION

First Command will ensure responsible data processing and comply with all applicable data protection laws when transferring data within First Command and to third parties, including implementing appropriate technical and organizational security measures with respect to data transfers. See also FC-10, Information Security Policy and FC-8, Vendor Management Policy.

4. CHIEF DATA PRIVACY OFFICER

The Chief Data Privacy Officer leads the Company's Privacy Program and is responsible for:

- Assessing privacy-related risks arising from processing operations for existing products and services
- Communicating issues to senior-leadership, board, and regulators
- Ensuring that data protection impact assessments are conducted on a periodic basis.
- Works with Data Privacy Manager to improve the Company's Privacy Maturity
- Monitoring the effectiveness of privacy-related risk mitigation and compliance measures
- Leading incident responses.

5. DATA PRIVACY MANAGER

The Data Privacy Manager is responsible for the daily operations of the Company's Privacy Program by ensuring all business processes and procedures adhere to the Company's privacy policies and procedures. The main functions of the Data Privacy Manager are:

- Assisting with the administration of this Policy and the policies and procedures adopted pursuant to it.
- Conducting Privacy Impact Assessments to identify risks in new or changed business activities.
- Developing and implementing a Roadmap that addresses controls for managing privacy compliance and promoting data breach preparedness.
- Identifying privacy obligations for the Company
- Identifying employee and client privacy risks
- Driving privacy-related awareness and training
- Communicating privacy objectives and considerations, both internally and externally.
- Works with the Data Privacy Officer to improve the Company's Privacy Maturity
- Maintaining the register of processing operations of the Company is responsible for
- Monitoring the Company's compliance with relevant data privacy rules and regulations
- Communicating and reviewing documents

6. ENFORCEMENT

First Command reserves the right to take any steps deemed necessary to protect Confidential Information without prior notice, including terminating access to PI at any time.

Disclosure of Confidential Information may result in severe damage to First Command. For that reason, employees, registered persons, and others covered by this Policy are cautioned that a violation of this Policy may result in disciplinary action, up to and including termination of employment or association with First Command.

7. DOCUMENT/DATA RETENTION AND DESTRUCTION

A. Physical Documents

The housing of confidential documents at any location, other than an approved First Command facility (e.g., Home Office, Field Office) is prohibited. Exceptions will be granted for approved business purposes assuming the following conditions are met:

- Physical access to these documents must be necessary for the performance of the individual's job responsibilities.
- The documents must be secured at all times per guidelines in SOP 3-2
- This exception only lasts for the duration of the work being performed.

When any of the three criteria are no longer met, all copies of documents must be returned to a First Command facility from where they originated or disposed of in accordance with First Command's document destruction policies and procedures as outlined in SOP 08-03 Document Retention Program.

B. Electronic Media

The storage of confidential information on other than First Command approved methods, as outlined in SOP 3-2, is prohibited.

All documents or data created pursuant to this Policy will be retained in accordance with applicable laws and other applicable First Command policies and procedures outlined in SOP 08-03

8. REVIEW

The Risk Management Committee of the Board of Directors of First Command Financial Services, Inc. will review this Policy periodically, at a minimum of annually, to ensure consistency with the regulatory and legal requirements applicable to First Command, First Command's business needs, and strategic goals.

9. EXTERNAL 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., First Command Bank and First Command Europe Ltd. (together the "First Command Family of Companies").

A. Collection Of Information

We collect information about you to provide you with exceptional customer service, to better understand your needs, and to 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 include 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 transaction 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 for the purpose of marketing their products or services to you. We may share the information we collect about you as described above with third parties for other purposes, but 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, it may have an impact on our ability to provide you with the best services or products.

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. 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 November 1, 2023.

AS APPROVED BY THE RISK MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS OF
FIRST COMMAND FINANCIAL SERVICES, INC.

November 1, 2023

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! For communications related to brokerage accounts held at Pershing LLC and Asset Management Solutions (AMS) accounts: If you desire electronic delivery of Account Communications specific to your brokerage or AMS accounts, you must establish a Client Portal/Command Center account to retrieve these documents. If you have a current Client Portal/Command Center user id and email, you can update your electronic delivery methods on the Client Portal or by contacting your Financial Advisor or by calling 800.443.2104 to authorize enrollment or unenrollment in electronic delivery of Account Communications. The account can incur paper fee charges for Account Communications.

3. Signature

Client 1 Printed Name	Last 4 Digits of SSN	➔ Client 1 Signature	Date
Client 2 Printed Name	Last 4 Digits of SSN	➔ Client 2 Signature	Date
Advisor Name	Number		

Distribution Guidance: 1) Scan and index signed form into ACE (**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 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

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. ****

3. Notes

4. Signatures

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

Client 1 Printed Name	Last 4 Digits of SSN	➞ Client 1 Signature	Date
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Client 2 Printed Name	Last 4 Digits of SSN	➞ Client 2 Signature	Date
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Advisor Name	Number
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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

800.443.2104

Overseas, Call 817.731.8621

www.firstcommand.com

clientservices@firstcommand.com