

Investment Management Agreement and Appointment of Sub-Advisor

This Investment Management Agreement is entered into among _____ (the "Client") and OneAmerica Securities, Inc. a registered investment advisor (the "Advisor"). Client, being duly authorized, hereby agrees to employ and retain Advisor to act as investment manager for the account(s) designated for management (the "Account") in accordance with the following terms and conditions (the "Agreement").

- 1. Investment Account Management.** The Client is opening an advisory account with the Advisor. The Account includes all advised Client household assets as reported by the Client or the Client's custodians to the Advisor. The Client authorizes Advisor to buy, sell, or otherwise trade securities or other investments in the Account in accordance with Client's instructions. Such securities may include, but are not limited to, Exchange-Traded Funds (ETFs), common or preferred stock, convertible stocks or bonds, options, warrants, and rights as well as corporate, municipal, or government bonds, notes or bills. The Client authorizes Advisor when approved by Client to appoint a sub-advisor to assist in the management of the Client's Account.

The Client retains individual ownership of all securities held in the Account.

- 2. Sub-Advisor Relationship.** The Advisor has appointed a sub-advisor to assist in the management of the Account. **Sawtooth Solutions, LLC**, a federally registered investment adviser, has been appointed as sub-advisor to the Client (herein after, the "Sub-Advisor"). The Sub-Advisor has been selected to provide additional services to the Client including portfolio management services including trading, account monitoring, and performance reporting as well as for the selection, due diligence and access to the Model Managers in the Sub-Advisor's Managed Account Program. The Sub-Advisor shall bear no responsibility or liability for any portions of the Client Accounts it does not manage.

The Sub-Advisor will maintain all licenses, permits and registration and make all appropriate filings that are required under federal and state laws in connection with the performance of the duties under this Agreement. The Sub-Advisor will keep confidential all records and information related to Client and Client's Accounts. Sub-Advisor shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account.

- 3. Managed Account Program.** Sub-Advisor offers the *Managed Account Program* (the "Program"). The Program provides Client with access to the investment management services of the Sub-Advisor which includes the selection of (i) individual securities, or; (ii) one or more proprietary model portfolios, or; (iii) the model portfolios of various third party investment advisers. A third party investment advisor, or "Model Manager", provides the research and development for their model portfolio as well as continuous monitoring of the selection and allocation of securities utilized in the model portfolio. Sub-Advisor will receive from the Model Manager all purchase and sale recommendations for the model portfolios that will enable the Sub-Advisor to manage Client assets in accordance with a Model Manager's recommendations. In the event the Sub-Advisor's proprietary model portfolio is utilized in the Client's Account, the Sub-Advisor will provide the purchase and sale recommendations.

Sub-Advisor will monitor the performance of the Client's Account and may reallocate Client's Account assets among the available Model Manager's model portfolios, according to the individual needs and circumstances of the Client. Sub-Advisor will have full discretion to allocate and reallocate the Account, to increase or decrease the portion of the Account allocated to each Model Manager including itself. Sub-Advisor also acts as a "manager of managers" by retaining and replacing any third party Model Manager, by allocating and reallocating the account among the Model Managers in the Program, or by allocating to individual securities, all as provided in this Agreement.

Under certain circumstances, Sub-Advisor may offer the Client the ability to utilize a proprietary model developed by their Advisor. In such cases, Sub-Advisor will implement standard Model Manager due diligence on the Advisor, including but not limited to; examining the experience, expertise, investment philosophies, and past performance of the Advisor to determine if they have demonstrated an ability to invest over a period of time and in different economic conditions. Sub-Advisor reserves the right to decline any Advisor's proposed strategy for any reason. If accepted, Sub-Advisor will enter into a standard Model Portfolio Agreement with Advisor to provide third-party research that will include purchase and sale recommendations in the form of a model portfolio to be used in the management of the investments in the Client's Account.

The minimum amount of assets required to be invested in an Account under the Program will be \$100,000. If the market value of the Account falls below the stated minimum, Sub-Advisor shall have the right to require that additional monies or securities be deposited to bring the Account value up to the required minimum or to close the Account. Sub-Advisor has the right to waive the account minimum. Advisor and Sub-Advisor do not provide advice or monitor Client Assets that have been marked as unmanaged segregated securities in Client's Accounts.

4. **Client Information.** At the beginning of the relationship and on an ongoing basis, the Advisor will obtain from the Client information regarding the Client's financial situation, investment objectives, financial goals, tolerance for risk, and investment time horizon (all referred to as the "Client Profile"). Based on the Client Profile, the Advisor will recommend an initial and ongoing allocation in the Account from among the Program's available Model Manager's model portfolios, taking into consideration the investment styles, strategies, risks, and potential benefits of each Model Manager's model portfolios. The Client also agrees to consult with the Advisor at least annually to provide updated information, if any, about the Client's financial circumstances and investment objectives.

Client acknowledges that Sub-Advisor will rely on the Client Profile that Client's Advisor has provided. Client agrees to notify the Advisor promptly, in writing, of any material change to the Client Profile, including any change to any investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines, or reasonable restrictions that Client has provided. The Client shall provide Advisor with additional information as Advisor may request from time to time to assist in management of the Account. Advisor and Sub-Advisor shall not have any liability for Client's failure to provide the Advisor and/or the Sub-Advisor with accurate or complete information.

5. **Custody.** Custodian will take and maintain possession of the cash, securities and other assets in the Account. Advisor and Sub-Advisor shall have no access to the assets in the Account or to the income produced there from, except in the ordinary course of effecting transactions for the Account or otherwise performing their obligations under this Agreement. Advisor and Sub-Advisor shall not be responsible for any acts or omissions of the Custodian. Client has directed or will direct the Custodian to send a statement to Client at least quarterly indicating all amounts disbursed from the Account (including the amount of the Fees paid to Sub-Advisor), all transactions occurring in the Account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period. Client has directed or will direct the Custodian to send copies of the Account statements to the Advisor and/or the Sub-Advisor, along with an indication that the statements have been sent to Client, and to permit Advisor and/or Sub-Advisor to electronically view and download account information.
6. **Directed Brokerage.** The Advisor recommends to Client that custody accounts be established with one of the Sub-Advisor's preferred custodians due to the automation and special services for registered investment advisers provided by these custodians. The preferred custodians, which are subject to change at any time, currently include Charles Schwab, Fidelity Investments, TD Ameritrade, Pershing LLC and U.S. Bank. In the event the Client selects a Custodian other than one of the preferred custodians, the Client has the sole responsibility for negotiating commission rates and other transaction costs with the Custodian. If Client directs Advisor to trade the account's transactions at a particular broker with whom Sub-Advisor does not have a business relationship, this may result in greater transaction expenses for the account than for other accounts the Advisor manages. The directed accounts may charge higher commissions and/or receive less favorable trade execution than the non-directed accounts. The non-directed accounts may benefit from any negotiated commissions and some operational client account support services Sub-Advisor has arranged for its clients through its preferred custodial relationships. Preferred custodians may discount or waive fees for clients of Sub-Advisor that it might otherwise charge to retail clients for the same services.

Client acknowledges that any custodian recommendation made by Sub-Advisor is a conflict of interest as the Sub-Advisor anticipates continual operational relationships with the custodians that are recommended. In the event, the Client has directed the Sub-Advisor to utilize a directed brokerage account the Client agrees that the Sub-Advisor will not be required to effect any transaction through the directed account if Sub-Advisor reasonably believes that to do so may result in a breach of its duties as a fiduciary.

7. **Servicing and Reporting.** On a daily basis, Sub-Advisor will service the Client's Account, including daily reconciliation and providing web based performance reporting. In addition, within thirty calendar days following the end of each calendar quarter, Sub-Advisor will provide Client with a written report evaluating the performance of the household assets under management on an Account by Account basis and will provide a written fee notification detailing the Client's fees, as discussed further in the Fee Sections of this Agreement, which will be in the format then generally used by Sub-Advisor.
8. **Client Portal Access Acknowledgment.** By executing this document, Client elects to participate in Sub-Advisor's password-protected online web reporting system (the "Client Portal"). Client understands that Client's participation will allow Client to review updated information relative to Client's account including performance reporting and fee billing information. Client consents to the electronic delivery of notices regarding the Account via the Client Portal.

Client understands that the password-protected section is a secure Client Portal intended only to allow a Client or the Client's Advisor to access information relative to Client's Account. Client also understands that Client will be assigned an individual password. Client agrees not to share Client's password with any other person including their Advisor. Client understands that Sub-Advisor's Client Portal does not provide Client with the ability to direct account transactions (i.e., place orders, make withdrawals, etc.). Client further acknowledges and understands that any account performance-related information made available through Sub-Advisor's Client Portal is unaudited and is provided to Client for convenience purposes. Accordingly, Client agrees to rely upon the regular statements provided by the account Custodian for accuracy of reported performance information. Client hereby releases and holds Sub-Advisor harmless from any adverse consequences relative to any account performance information error reported via Sub-Advisor's Client Portal and from any failure by Client to keep the identity of Client's password secure.

9. **Fees.** The total household fee to be charged against the Client's Accounts (the "Fee") is calculated by adding the Advisor's Fee and the Sub-Advisor's Fee as they are defined here:

- (a) The “Advisor’s Fee” is for the services provided by the Advisor, as described in this Agreement, including initial development and ongoing monitoring of the Client Profile as described above, the development of the Client’s investment allocation strategy as well as for the provision of direct advisory services to the Client. For the duration of this Agreement, or until a notice of amendment is received and accepted by the Client, the Advisor’s Fee for the servicing of Client’s Accounts will be a flat fee of _____ per annum.
- (b) The “Sub-Advisor’s Fee” is for the services provided by the Sub-Advisor, as described in this Agreement, including servicing, trading and reporting on the Client’s Account as well as the selection, due diligence and access to the Model Managers in the Program. It should be noted that a change in the allocation amongst the model portfolios and other assets utilized in the Client’s Account may change the overall Sub-Advisor’s Fee that will be charged to the Client’s Account. The Sub-Advisor’s Fee is reflected in the Investment Strategy Allocation Form and outlines the initial allocation of assets in the Client’s Account. The Initial Investment Strategy Allocation Form is completed by Advisor and must be delivered to the Sub-Advisor in order for the initial trade to be executed in the Client’s Account.

The Sub-Advisor shares a portion of Sub-Advisor’s Fee with the underlying Model Manager’s utilized in the Client’s Account. The Model Manager provides the research and selection of the underlying securities utilized in the Model Portfolio which the Model Manager has created as well as the ongoing monitoring of the model’s investments and the correlating buy and sell transactions that are recommended. For further detail about how the selection of model portfolios can affect your Fee, please carefully review the Fee Sections of this Agreement.

10. Calculation of the Fee

- (a) The initial Fee will be payable as of the last day of the month end following the date on which the Client’s Account is funded. The period covered by the initial Fee will include a pro-rata fee based upon the opening value of the Client’s Account as of the day it is funded through the last day of the current month, plus the Fee for the first rolling three month period.

Thereafter, the Fee will be payable every three months in advance based on the Account value on the last day of each rolling three month period. The value of the account utilized shall be as reported by the Custodian. The Fee shall be equal to the total number of days in the applicable rolling three month period divided by the number of days in the year multiplied by the Fee which is then multiplied by the value of the Account as of the close of the last trading day of the preceding three month period.

- (b) In the event the Advisor directs a change in the allocation of Account assets among the model portfolios of the available Model Managers and other assets in the Client’s Accounts, the Advisor will communicate the changes by completing an Investment Strategy Allocation Change Form (hereafter, the “Change Form”) and delivering the Change Form to the Sub-Advisor.

As the Sub-Advisor’s Fee to be charged is impacted by the underlying allocation to the model portfolios of the Model Managers and other assets, the Client acknowledges that such a change in investment allocations may impact the Sub-Advisor’s Fee. In the event the change in investment allocations causes a change in the Sub-Advisor’s Fee, the Sub-Advisor, to the best of their ability, will communicate the Fee change in writing to the Client and/or the Advisor as soon as possible upon trading the Account but will do so no later than ten (10) business days after the trades are executed. Delivery of such notice will be made as permitted by this Agreement.

If the change in investment allocations causes a change in fees, the effective date of any increase or decrease in Fees will be as of the beginning of the next billing period during the regular fee billing process.

- (c) The Advisor will not make a change in the Advisor’s Fee without giving written notice to the Client in advance by at least thirty (30) calendar days, the effective date of which will be applied to the Client’s Accounts at the beginning of the next billing period during the regular fee billing process. Delivery of such notice will be made as permitted by this Agreement.
- (d) Client will provide the Custodian with such documentation as Custodian requests authorizing and directing the Custodian to permit the Sub-Advisor to deduct the Fee from the Account and to pay Advisor and Sub-Advisor their respective share of the Fee upon submission of a Fee invoice (which may be electronic) to the Custodian.
- (e) The value of the Account and the value of any asset in the Account shall be the value reflected on the Custodian’s statements or on the Custodian’s internal system, for valuations other than as of the close of a calendar quarter. In the event the Custodian does not value any asset, the asset shall be valued by Sub-Advisor in such manner as it shall determine in good faith to reflect its fair value, in accordance with generally accepted industry standards. Money market accounts and bank accounts, if any, shall be valued as of the valuation date. Additionally, the Client may choose to designate certain assets as unmanaged in the Account. Advisor and Sub-Advisor do not charge fees on the value of any unmanaged segregated securities in the Account as mutually agreed by the parties to this Agreement.
- (f) Client may make additions to or withdrawals from the Account at any time, subject to Sub-Advisor’s right to terminate the Account should it fall below the minimum account size. Assets deposited into the Account after the current fee billing has been completed shall be charged a prorated Fee based upon the number of days remaining in the billing period for deposits greater than \$100.00 and such prorated Fee shall be included in the next regular billing cycle. Client may withdraw Account assets upon notice to the Sub-Advisor, subject

to usual and customary securities settlement procedures of the Custodian. No Fee adjustments shall be made for partial withdrawals or for Account appreciation or depreciation within a billing period.

- (g) Client shall be solely responsible for all commissions and other transaction charges, and any charges relating to the custody of securities in the Account. The Fee covers only the investment management services provided by Advisor and Sub-Advisor and does not include brokerage commissions, mark-ups and mark-downs, dealer spreads or other costs associated with the purchase and sale of securities, exchange fees, option assignment or exercise fees, Custodian fees, interest, taxes, or other Account expenses. Client shall be solely responsible for these additional expenses. Client understands that, in addition to the Fee under this Agreement, shareholders of each mutual fund or exchange-traded fund in which the Account may be invested will also be charged investment advisory fees and other expenses which are disclosed in each fund's prospectus or summary disclosure. Client further understands that the mutual funds and exchange-traded funds recommended or purchased through this Agreement may be available directly without paying the Fee.
- (h) The Sub-Advisor's Fee is subject to a minimum charge of \$90.00 per annum per custodial account. The Sub-Advisor reserves the right to waive any portion of the Sub-Advisor's Fee for any reason for any account.

- 11. Non-Exclusive Relationship; Other Compensation.** Client acknowledges and agrees that Advisor and Sub-Advisor may act as investment advisor to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Advisor's own accounts may differ from advice given or the timing and nature of action taken with respect to Client's Account. Client further recognizes that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price. Client also acknowledges that in managing the Account, Advisor or Sub-Advisor may purchase or sell securities in which Advisor or Sub-Advisor, their officers, directors, or employees, directly or indirectly, have or may acquire a position or interest.

Advisor and/or Sub-Advisor and their officers, directors, or employees may receive commissions, service fees or other forms of compensation in connection with the Account's investments. Such compensation creates a potential conflict with the interests of the Client. Such additional compensation shall not reduce or be applied against the Fee.

- 12. Proxy Voting.** Advisor shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account. Client (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 ["ERISA"]), expressly retains the authority and responsibility for, and Advisor is expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.
- 13. Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under the Agreement.
- 14. Termination.** This Agreement may be terminated by either party at any time without penalty upon' written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.
- (a) Upon termination, Client shall have the exclusive responsibility to monitor the securities in the Account, and Advisor and Sub-Advisor shall have no further obligation to act or advise with respect to those assets.
 - (b) If Client terminates this Agreement within five (5) business days of its signing, Client shall receive a full refund of all fees and expenses. If this Agreement is terminated after five (5) business days of its signing, upon Client's request, any prepaid fees will be prorated and the unused portion be returned to Client. Upon termination of this Agreement, the Account will be charged any introducing or clearing broker's customary fees and commissions, and the Custodian's fees for services provided with respect to closing the Account and holding, transferring or liquidating the assets.
 - (c) The termination of any grant of discretion shall constitute a termination of this Agreement. If, in the event of Client's death, Advisor or Sub-Advisor has acted in good faith pursuant to a grant of discretion without actual knowledge of Client's death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on Client's successors in interest.

15. Representations.

- (a) Advisor represents that it is registered as an investment advisor with the Securities and Exchange Commission ("SEC) under the Investment Advisors Act of 1940 and is authorized and empowered to enter into this Agreement.
- (b) Client represents and confirms that: (i) Client has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized and shall be binding according to its terms.
- (c) If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Advisor is within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement. The trustee or fiduciary shall provide Advisor with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Advisor of any material change in his or her authority over the Account.

- (d) If Client is a corporation, partnership or limited liability company, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to advise Advisor of any event that might affect this authority or the propriety of this Agreement.
16. **ERISA Accounts.** If the Account is subject to the provisions of the Employment Retirement Income Security Act of 1974, as amended ("ERISA") or corresponding provisions of the Internal Revenue Code, as amended (the "IRC"), Advisor acknowledges that it is a "fiduciary" (as defined in ERISA and the IRC respectively) with respect to performing its duties under this Agreement. Client agrees to maintain appropriate ERISA bonding for the Account and to include within the coverage of the bond the Advisor and its personnel, as may be required by law. Client represents that employment of Advisor, and any instructions that have been given to Advisor with regard to the Account, are consistent with applicable plan and trust documents. Client agrees to furnish Advisor with copies of such governing documents. The person signing this Agreement on behalf of Client also acknowledges its status as a "named fiduciary" (as defined in ERISA and the IRC respectively) with respect to the control and management of the assets held in the Account, and agrees to notify Advisor promptly of any change in the identity of the named fiduciary with respect to the Account. Client also acknowledges that the Account is only a part of the plan's assets, and that Advisor is not responsible for overall compliance of such investments with the requirements of ERISA or any other governing law or documents.
17. **Risk and Liability.** Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Advisor shall not be liable for any error in judgment or for any investment losses in the Account in the absence of malfeasance, negligence or violation of applicable law. Advisor shall not be responsible for any loss incurred by reason of any act or omission of Client, Custodian, any broker-dealer, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.
18. **Legal Proceedings.** Advisor shall not render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies. Client hereby expressly retains the right and obligation to take such legal action relating to any such investments held in the Account.
19. **Notices.** Any notice or other written communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when sent by U.S. mail with delivery confirmation or by overnight courier with delivery confirmation. All paper notices or communications to Client shall be sent to the address contained in Advisor's records. All notices or communications to Advisor should be sent to 250 West North Street, Indianapolis, IN 46202. Advisor and Sub-Advisor shall not have any liability for Client's failure to provide the Advisor and/or the Sub-Advisor with a change in mailing address or email.
20. **Governing Law.** This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of Indiana, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.
21. **Entire Agreement.** This Agreement represents the parties' entire understanding with regard to the matters specified herein to date. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.
22. **Severability.** If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it shall not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement shall be deemed to be severable.
23. **Disclosure Documents and Privacy Notice.** Client acknowledges receipt of the Advisor's and the Sub-Advisor's Part 2A and 2B of Form ADV and Privacy Policy. Client also acknowledges that Client has reviewed and understands the risk factors and the fees associated with the Account. Client agrees to accept electronic versions of the annual disclosure document updates.
24. **Amendments.** Advisor shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Amendments to the provisions in this Agreement, other than amendments to the Advisor's Fee, shall be delivered in writing to the Client thirty (30) calendar days in advance. All amendments must be in writing and delivered as permitted in Notices Section of this Agreement. Advisor will notify Sub-Advisor of any change to the Agreement by providing a copy of the Amendment.
25. **Pre-Dispute Arbitration Agreement.** Any controversy or dispute that may arise between Client and Advisor, concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Investment Management Agreement and Appointment of Sub-Advisor Agreement shall be resolved in accordance with the terms of the Binding Arbitration Clause of the Agreement of Account Holder(s) separately executed between Client and Advisor the terms of which are incorporated within and made a part of this Investment Management Agreement and Appointment of Sub-Advisor Agreement.
26. **Miscellaneous.**
- (a) The effective date of this Agreement shall be the date of its acceptance by Advisor.
- (b) All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

All principals of Client must sign. Corporate officers, limited liability company members, partners, and fiduciaries must indicate the capacity in which they are acting. This Agreement may be executed in counterparts and shall be binding on the parties as if executed in one document.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE ABOVE.

Client acknowledges that the sub-Advisor may deliver notices electronically and that all such notices should be emailed to the following e-mail address: _____.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE ABOVE.

Client and Advisor have executed this Agreement on this _____ day of _____, 20____. By signing below, each party acknowledges that it has received, read, understands, and agrees to be bound by and fulfill the obligations set forth in this Agreement.

CLIENT:	CLIENT:	ADVISOR:
_____	_____	_____
SIGNATURE	SIGNATURE	SIGNATURE
_____	_____	_____
PRINTED NAME	PRINTED NAME	PRINTED NAME
_____	_____	_____
TITLE	TITLE	TITLE