



CLIENT APPLICATION KIT
For Implementing
ALPHA INVESTMENT MANAGEMENT ADVISORY SERVICES
AT
JEFFERSON NATIONAL OR SECURITY BENEFIT

THIS KIT CONTAINS THE FOLLOWING FORMS

Form	Purpose	Instructions
Client Suitability Questionnaire	To determine if Alpha's programs and trading practices meet client's investment objectives and personal tolerance for risk.	This questionnaire should be completed only after client has reviewed and discussed Alpha's investment philosophy, trading practices and performance history with their advisor and/or an Alpha representative. Return completed form to: Alpha Investment Management 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206
Solicitor Disclosure Statement	To comply with the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940 and the Securities and Exchange Commission (or applicable state law) relative to an unaffiliated solicitor engaged by a registered investment advisor for the purpose of soliciting prospective clients on behalf of the registered investment advisor.	This document must be completed at the time of solicitation (if applicable). Return completed form to: Alpha Investment Management 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206
Investment Advisory Agreement	This agreement serves as the contract between the client and Alpha Investment Management and contains important terms and conditions that the client should review.	Complete the agreement legibly and completely. Obtain client's initial(s) and signature(s) where needed. Return completed form to: Alpha Investment Management 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206

Also needed, but not included in this kit: An **Investment Advisor Authorization Form** from the annuity company that will custody the account must be completed in order for Alpha Investment Management to be assigned as the third party investment adviser on the account. This form should be obtained from the annuity company that will custody the account.

PLEASE RETURN ALL COMPLETED PAPERWORK TO:

Alpha Investment Management, Inc.
2245 Gilbert Avenue, Suite 100
Cincinnati, OH 45206

Questions? Call 877-229-9400

Revised 3/5/15



Client Suitability Questionnaire

The purpose of this questionnaire is to determine if Alpha's programs and trading practices meet your investment objectives and personal tolerance for risk. This questionnaire should be completed only after you have reviewed and discussed Alpha's investment philosophy, trading practices and performance history with your advisor and/or an Alpha representative. Questions about completing this questionnaire should be directed to your advisor or to Alpha Investment Management.

Please read each statement below and answer the corresponding question by checking YES or NO.

Statement: Alpha's programs are not to be construed as "income" or "income producing" investments. If it is your intention to derive future income from this investment, it should be by liquidating a portion of the future investment gains.

Q. Are you an income investor seeking a fixed level of return with little risk to principal? YES NO

Statement: Alpha's programs are not to be characterized as "low risk". Alpha's methodology seeks to control market risk, but client accounts may suffer monthly, quarterly, and even annual losses. Alpha's past performance and trading methodology provides no basis for guarantees of similar and/or superior investment results.

Q. Are you an investor seeking a guaranteed rate of return with no volatility in principal? YES NO

Statement: Alpha's programs are for long-term investors, seeking above-average returns over at least a 3 – 5 year horizon.

Q. Are you an investor with a short-term time horizon? YES NO

Statement: Alpha offers a variety of investment strategies with various levels of risk and market exposure. Depending on the strategy you choose, your account may be 100% invested in equities during certain quarters, 100% invested in bonds during other quarters, 100% invested in money market during certain periods, etc. Also, some of these asset allocation decisions may be pre-determined based on the historical affects of the presidential election cycle and/or the annual forecasting cycle on the market.

Q. Are you uncomfortable with the nature of our asset allocation practices? YES NO

If you have answered "NO" to all of the questions above, we believe that Alpha's programs are suitable for you. Please sign and date the form below and return to your advisor or to Alpha, along with other required paperwork.

If you have answered "YES" to any of the questions above, we believe that Alpha's programs are not suitable for you. We suggest you contact your advisor for an alternative investment strategy.

Thank you for your cooperation.

Sign Here	X Prospective Client Signature	Prospective Client Printed Name	Date (mm/dd/yyyy)
Sign Here	X Prospective Joint Client Signature	Prospective Joint Client Printed Name	Date (mm/dd/yyyy)

Representative Printed Name: _____

Return to: *Alpha Investment Management, Inc.*



Solicitor Disclosure Statement

(Pursuant to Rule 206(4)-3 under the Investment Advisers Act of 1940)

The purpose of this *Solicitor Disclosure Statement* is to comply with the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940 and the Securities and Exchange Commission (or applicable state law) relative to an unaffiliated solicitor engaged by a registered investment advisor for the purpose of soliciting prospective clients on behalf of the registered investment advisor. This document must be completed at the time of solicitation, and must accompany a copy of the current Disclosure Brochure (Part 2A of Form ADV) of Alpha Investment Management.

_____ (the Solicitor) currently serves as an unaffiliated solicitor for Alpha Investment Management, Inc., (the Advisor) a registered investment advisor whose principal office is located at 2245 Gilbert Avenue, Suite 100, Cincinnati, Ohio 45206. In the event that you, as a result of this introduction, engage Alpha Investment Management, Inc. to provide investment advisory services, the Solicitor shall qualify to receive from the Advisor a referral fee as follows:

Pursuant to the terms of a written agreement between the Advisor and the Solicitor, the Advisor has agreed to pay the Solicitor _____% of the _____% annual advisory fee paid to the Advisor under the Advisor's Investment Advisory Agreement with you while the Agreement is in effect. Such payments are subject to termination by the Advisor under certain conditions. Compensation on discounted fees on accounts in excess of \$2,000,000 is subject to negotiation.

The solicitation services include making any introductions and providing information and material about the advisory services and programs of the Advisor. The services may also include periodic contacts about investment performance, reviews, or other information as may be requested or required to assist in understanding the Advisor's services or establishing an advisory relationship or providing/updating client information on behalf of the Advisor. In no event will the services include providing investment-related advice or advisory services on behalf of the Advisor in any manner.

The compensation for these services is paid completely by the Advisor from the standard investment advisory fees earned. Advisor's standard investment fee is 2% per annum, paid quarterly in advance, as stated in the Advisor's Disclosure Brochure (Part 2A of Form ADV). However, under certain circumstances, the Advisor and/or the Solicitor may discount this fee. In addition, some unsolicited clients of the Advisor, as well as other clients who may be subject to special arrangements with the Advisor due to the nature of the program, the investment vehicles employed, the size of the account, or special marketing arrangements through institutional vendors, may pay a discounted fee to a minimum of 80 basis points under certain arrangements, and also to 100 basis points under other arrangements.

You hereby acknowledge and understand that the role of the Solicitor, as well as that of its designated representatives, is limited exclusively to that of a Solicitor and that neither the Solicitor nor its representatives gives, or has given, investment-related advice on behalf of Alpha Investment Management. You also acknowledge that the past performance of the Advisor cannot be used to guarantee or predict the returns of the Advisor in the future.

Kindly sign, date and return the original copy of this statement to the Solicitor Representative to acknowledge receipt of this Solicitor's Disclosure Document. This will confirm for SEC (or state) purposes that you have received this information and are informed about the solicitor fee arrangement between Alpha and the Solicitor as described above. Thank you for your cooperation.

Signatures:

Rep Sign Here	X Solicitor Representative Signature	Solicitor Representative Printed Name	Date (mm/dd/yyyy)
Sign Here	X Prospective Client Signature	Prospective Client Printed Name	Date (mm/dd/yyyy)
Sign Here	X Prospective Joint Client Signature	Prospective Joint Client Printed Name	Date (mm/dd/yyyy)



Please complete a separate advisory agreement for each account.

Investment Advisory Agreement

This agreement is between **Alpha Investment Management Inc. (Alpha)**, a registered investment adviser whose principal office is located at 2245 Gilbert Avenue, Suite 100, Cincinnati, Ohio 45206, and _____ (Client).

1. Investment Authority

Alpha will have discretionary investment authority with full power as agent, to supervise and direct designated Client assets (the Account), without prior consultation with Client. This investment authority permits Alpha

- A. To buy, sell, exchange, convert and otherwise trade in investment company securities, and money market instruments selected by Alpha.
- B. To establish such accounts and to deal with such brokerage firms, dealers or banks as Alpha may select.
- C. Some Alpha programs involve market timing using quantitative methodologies. Alpha does not guarantee or represent that these methodologies will be followed without exception. Alpha also retains discretion to pre-empt any trading method should Alpha believe it is in the best interest of the client to do so.

Alpha's discretionary authority will remain in force until termination, described in Section 9.

2. Client Authority

Client signing this agreement as an individual, trustee or other fiduciary represents that he or she has the necessary authority to appoint Alpha as Investment Manager. Client agrees to provide Alpha with the appropriate governing document, if applicable, and to inform Alpha of any provision or development altering Client's (or Alpha's) authority.

3. Risk Acknowledgment

Client is aware that no approach to investing can guarantee profits or avoid losses, and that past performance is no guarantee of future returns. Therefore, Alpha does not represent or guarantee that Client's investment objectives will be met. Client acknowledges that the Alpha strategy is tactical asset allocation that may involve owning shares of investment companies specifically designed to have greater volatility than the S&P 500.

4. Disclosure

Client hereby acknowledges receipt from Alpha and review of the disclosure statement required by rule 204-3 under the Investment Advisers Act of 1940, as amended (i.e., Part 2A of Form ADV – Disclosure Brochure). Each year, Alpha shall send to Client a summary of any material changes to the Disclosure Brochure within 120 days of the close of our business fiscal year. Alpha will also provide a new brochure as necessary based on new changes or new information, at any time, without charge.

5. Fees

Client agrees to compensate Alpha for its investment services according to the attached fee schedule. The fee is payable quarterly in advance at one-fourth of the attached rates and is based upon the market value of the Account assets on the last day of the preceding calendar quarter. If investment management services begin on a day other than the first day of the quarter or terminate on a day other than the last day of the quarter, the fee will be pro-rated based on the number of days the agreement is in effect.

Investment Advisory Agreement

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5. Fees (continued)

Alpha may compensate client's investment adviser by sharing a portion of Alpha's fee with the adviser or the adviser's broker-dealer.

Alpha reserves the right to periodically review and change its fee if deemed appropriate. Alpha must give at least 30 days prior written notice to the client before changing its fee.

6. Bonding

If required by law or any governing instrument or document relating to assets to be managed in the Account, Client agrees to obtain and maintain for the period of this agreement a bond in such amount as may be so required and to include among those covered by such bond, Alpha and any of its officers, directors, and employees so required to be covered.

7. Reporting

Alpha will provide, at least quarterly, a statement of the portfolio's performance. The portfolio will be compared to the S&P 500 on a quarterly, year-to-date, and three-year basis. The custodian of the Client's Account is also expected to provide quarterly statements to Client and to Alpha.

8. Non-Assignability

Client and Alpha agree that this Investment Advisory Agreement is not assignable without prior written consent of the other party.

9. Term and Termination

The term of this agreement will commence on the date it is executed by both parties. Either party may terminate this agreement by giving at least 10 days prior written notice to the other.

10. Other Clients

Client understands that Alpha performs investment advisory services for other clients and agrees that Alpha may take action with respect to any of its other clients which may be similar or differ from the action or timing with respect to the Account, so long as Alpha, to the extent practicable, in good faith attempts to allocate positions among its clients on a fair and equitable basis. This agreement does not impose upon Alpha the obligation to buy or sell for Client any asset Alpha may purchase or sell in its own account or on the behalf of other clients.

11. Miscellaneous

- A. Alpha represents that it is registered as an investment adviser under the Investment Advisers Act of 1940.
- B. Alpha acknowledges that it is a "fiduciary" (as defined by ERISA) with respect to Account assets.
- C. Alpha shall notify Client of any change in ownership or management within a reasonable period of time after such change, but in any event less than thirty (30) days thereafter.
- D. This agreement contains the final and complete agreement between parties hereto and may be amended only in writing signed by both parties.
- E. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.



INVESTMENT MANAGEMENT

Investment Advisory Agreement

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Client Information

Client Name

Joint Client Name

Street/Mailing Address

City

State

Zip Code

Daytime Telephone Number: _____

Evening Telephone Number: _____

Cell Number: _____

Email: _____

Client SS #/Tax ID #

Joint Client SS #/Tax ID #

Client Date of Birth (mm/dd/yyyy)

Joint Client Date of Birth (mm/dd/yyyy)

Signatures

Executed this _____ day of _____, Two Thousand and _____.

ACCEPTED By:



X

Client's Signature



X

Joint Client's Signature

For Alpha Investment Management Use Only

ACCEPTED: Alpha Investment Management

By: _____ Title: President
Arthur J. Minton, Ph.D.

Appendix A

Investment Strategy Selection

Please choose an Alpha investment strategy from the list below. Refer to the corresponding brochure for detailed information on each strategy.

.....5`d\ U6 cbXg Strategy

Alpha Seasonal Strategy

Alpha Mid-Cap Power Index Managed Account

The Formula

Account Type

Check all that apply
Minimum account size is \$50,000.

Qualified Account:

Annuity

IRA

Roth IRA

SEP IRA

403(b)

Non-Qualified Account:

Annuity

Individual

Joint

Trust

Corporate

Other: _____

 **Client(s) Initials**
_____/_____

Appendix B

Management Fees

Client agrees to compensate Alpha for its investment services. The management fee is payable quarterly in advance at one-fourth of the rate listed below and is based upon the market value of the Account assets on the last day of the preceding calendar quarter. If investment management services begin on a day other than the first day of the quarter, the fee will be pro-rated based on the number of days the agreement is in effect.

Annuity Accounts

Management fees, which are taken directly from an annuity, are deemed taxable distributions by the IRS. The exception is IRAs, 401(k)s and other “qualified” accounts. Alpha recommends that investors under age 59½, be billed directly for fees rather than having them taken from the annuity. This avoids the 10% penalty that such a withdrawal would normally occasion.

Investors over 59½ should consult their tax advisor about their options. Some investors will be unconcerned about such a distribution being treated as taxable, while others may wish to be billed directly.

Non-Annuity Accounts

Some clients prefer to be billed directly in order to maximize the investment dollars being managed by Alpha. Other clients do not have this concern or prefer to have their investment results reported to them "after all fees and expenses".

Fee Rate

Fees are billed quarterly at the rate of _____% per annum.
Alpha’s maximum fee is 2% per annum.

Payment of Management Fees

Please check below how you would like to pay your quarterly management fees to Alpha:

Take management fees directly from the account. I understand that there will be an automatic deduction to the account each quarter.

Bill me directly each quarter for management fees and I will issue a check to Alpha Investment Management.



Client(s) Initials
_____/____

Appendix C

Acknowledgement of Receipt

As required of Rule 206(4)-3 under the Investment Advisers Act of 1940, I acknowledge that I have received the following:

- A copy of Alpha Investment Management’s Disclosure Brochure (Part 2A of Form ADV).
- Literature explaining Alpha's investment philosophy.
- A copy of the Solicitor Disclosure Statement (if applicable).
- A copy of Alpha Investment Management’s Privacy Notice.

	Client(s) Initials ____ / ____
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Registered Representative/Financial Advisor:

Printed Name

Date

Return completed agreement to:

Alpha Investment Management, Inc.
2245 Gilbert Avenue, Suite 100
Cincinnati, OH 45206