



Voya Financial Advisors, Inc.
Member SIPC
909 Locust Street
Des Moines, IA 50309 • 800-356-2906

ACCOUNT AGREEMENT

Voya Financial Advisors, Inc. is controlled by Voya Financial, Inc. and is under common control with Voya Insurance and Annuity Company, Voya Retirement Insurance and Annuity Company, Security Life of Denver Insurance Company, ReliaStar Life Insurance Company, and Voya Funds.

In consideration of opening one or more accounts on my behalf, and with respect to any type of transaction that I may have with Voya Financial Advisors, Inc., I agree as follows:

1. Meaning of Words in this Agreement.

The words, “I” and “me” refer to each of the account owners. The words “you” and “your” refer to Voya Financial Advisors, Inc..

2. Authority and Ownership. I have the required legal capacity, am authorized to enter into this agreement, and have obtained and will provide you with all necessary authorizations from third parties to open accounts and effect transactions in securities under this agreement. I will be the owner of all securities purchased, held and sold by me through you. Checks should be made payable only to the product sponsor or Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation (“Pershing”), Clearing Agent.

3. Joint Accounts. If this is a joint account, I understand that you will follow the instructions of any one of us without obtaining the consent of any other. All of us will be fully liable for any amounts due to you under this agreement. Upon the death of any one of us, you will treat the property in the account as belonging to the other(s), unless I notify you differently and provide such legal documentation as you require.

4. Appointment of Voya Financial

Advisors, Inc. as Agent. I appoint you as my agent for the purpose of carrying out my directions with respect to the purchase or sale of securities. To carry out your duties, you are authorized to open or close brokerage accounts, place and withdraw orders, provide information to third parties and take such other steps as are reasonable to carry out my directions.

5. Force Majeure. You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond your control.

6. Credit Verification. You may request a credit report on me and, if I ask, you will tell me the name and address of the consumer reporting agency that furnished it. If you update, renew, or extend my credit, you may request a new credit report.

7. 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. What this means to me: When I open an account, you will ask for my name, address, date of birth and other information that will allow you to identify me. You may also ask to see a valid government issued identification or other identifying documents.

8. No Advice. I understand that you provide no tax, legal, or investment advisory services unless such services are independently contracted under an Advisory Services Agreement. All transactions will be done only on my order or the order of my authorized delegate as described in paragraphs 2 and 3.

9. Stocks, Bonds and Options.

(A) Relationship with Clearing Agent. I understand that you will apply to a Clearing Agent for my stock, bond, or option account. I understand and agree that Clearing Agent may refuse to accept or carry my account or to process any transaction that I may wish to effect. You may share with, remit to, or otherwise pay Clearing Agent for its services from your commissions and/or fees charged.

(B) Margin Loans and Options. I understand and agree that margin loans, if any, provided to me through you will be made by Clearing Agent and not Voya Financial Advisors, Inc. and that I will comply with all requirements which Clearing Agent may impose with respect to such loans. I will not request that any transaction in options be effected for my account unless each request is in compliance with Clearing Agent’s options compliance program.

(C) With my (our) signature on this document, I (we) agree to the sweep option selected above and that my (our) sweep option may be changed, including changes between money market funds and bank deposit products, with prior notification to me (us). I (we) also understand that if no sweep option is selected above, my (our) funds will be placed into a non-interest bearing cash account.

Voya Financial Advisors, Inc. will automatically redeem assets from a sweep product to cover Account debits, disbursements, and margin debits. There are no transaction fees in connection with sweep product purchases or redemptions. I may generally request a redemption of assets from a sweep product on any business day during market hours by contacting my Voya Financial Advisors, Inc. registered representative. Redemption requests are generally processed the same day. My redemption may be delayed if my request is not in good order or if Voya Financial Advisors, Inc. receives the request after the sweep product’s daily redemption deadline. If I request a check, I will generally receive the proceeds of a redemption within a week. Account assets held in a sweep product are subject to the specific terms and conditions and risks of the particular product, and may be subject to certain product expenses. In the case of money market funds, such expenses include fund investment management fees and

other fund operating expenses. Money market fund yields will fluctuate. Bank deposit products interest rates will fluctuate and are based on the prevailing rates of the banks participating in the program. I will receive a prospectus or a disclosure document which contains more detailed information for the particular sweep product(s) I have selected for my Account.

Voya Financial Advisors, Inc.'s sweep program includes the money market funds set forth on the attachment hereto. Money market funds are subject to SIPC coverage limits in the event Voya Financial Advisors, Inc. or Pershing fails, but money market funds are not insured against market loss. Voya Financial Advisors, Inc. and Pershing are both members of SIPC. Accounts carried by Pershing are protected through the Securities Investor Protection Corporation (SIPC) for up to \$500,000, of which no more than \$250,000 can be held in uninvested cash. **An investment in any money market fund is not insured or guaranteed by the FDIC or any government agency. Although a money market fund seeks to preserve the value of my investment at \$1.00 per share, it is possible to lose money by investing in a money market fund. Money market yields fluctuate.**

Voya Financial Advisors, Inc.'s sweep program includes the bank deposit products set forth on the attachment hereto. FDIC insurance protects me in the event of a failure of an insured bank within a bank deposit product ("Program Bank"). Bank deposit products are FDIC insured against loss up to certain coverage limits; currently \$250,000 per depositor per Program Bank within a bank deposit product. Within a bank deposit product, my funds are deposited into pooled accounts at multiple Program Banks in a manner designed to provide me a higher amount of FDIC insurance per capacity of legal ownership than a single bank FDIC coverage limit. For a full list of sweep accounts, see section 21 of the disclosure booklet.

(D) Annual Fees and Other Service Charges. I understand that annual fees and other service charges for inactive accounts, IRA, or pension accounts will be applied by Clearing Agent.

10. Restricted Securities. I will not buy or sell any securities of a corporation of which I am an affiliate, or sell any restricted securities except in compliance with applicable laws and regulations.

11. Indebtedness to Voya Financial Advisors, Inc. Upon the purchase or sale of any security, if you are unable to settle the transaction by reason of my failure to make payment or deliver securities in good form, I authorize you to take steps necessary to complete or cancel the transaction to minimize loss, and I agree to reimburse you for any and all costs, losses, or liabilities incurred by you, including attorneys' fees. In the event I become indebted to you in the operation of this account, I agree that I will repay such indebtedness upon demand. I agree that if, after demand, I fail to pay the indebtedness, you may close my account and/or liquidate any assets in my account, or otherwise held by you, in an amount sufficient to pay my indebtedness.

12. Access to Information. You may provide non-affiliated third parties with information if: (i) it is required by law or by rules or regulations relating to you or financial institutions you have contracted with to provide financial services (such as regulations that require you to provide banks, thrifts, credit unions and/or their related service corporations with customer information the institution needs to monitor compliance issues); (ii) it is necessary for you to communicate such information to process a financial transaction for me or provide a product or service that I have requested; or (iii) otherwise permitted by law or Voya Financial Advisors, Inc.'s Privacy Notice.

13. Financial Institution Premises. For broker dealer services conducted on the premises of a financial institution, securities products purchased or sold in a transaction are:

- (i) not insured by the Federal Deposit Insurance Corporation (FDIC)/ National Credit Union Administration (NCUA)
- (ii) not deposits or other obligations of the financial institution and are not guaranteed by the financial institution; and
- (iii) subject to investment risks, including possible loss of principal invested.

14. Amendments and Termination. You may amend this agreement at any time in any respect, effective upon notice to me. You may, at your discretion, terminate this service at any time, effective upon notice to me. I will continue to be responsible for any obligations incurred by me prior to termination.

15. Governing Law. This agreement and any disputes, controversies or claims arising out of or related to this agreement shall be governed by the applicable laws of the State of Iowa and applicable federal law.

16. Marijuana-Related Business and Associated Accounts. Voya Financial Advisor, Inc. prohibits the establishment of any new accounts, or the continued maintenance of any existing accounts, for the benefit of a marijuana-related business or containing assets directly derived from a marijuana-related business. Furthermore, Pershing, a BNY Mellon company, will not accept physical deposits of securities that are issued by or connected to marijuana-related businesses. Voya Financial Advisor, Inc. reserves the right to close any current accounts that it determines are connected to any marijuana-related business, even if regulated at the state level.

17. Review and Indemnification. I have reviewed the terms and conditions of this agreement. I hereby verify that all the information provided is true and correct and may be relied upon by you for the purposes of evaluating my suitability and sophistication in relation to making securities recommendations. Further, I hereby indemnify you for any loss, claims or damages, including legal fees, which you may incur as a result of any securities recommendations or any securities related violations resulting from your reliance upon the information I have provided. I also acknowledge my responsibility to read the prospectus of any mutual fund/ direct participation program, and/or public offering sold by prospectus, which contains complete information regarding investment objectives, risks and other material facts, including sales charges.

18. FINRA Public Disclosure. To receive information concerning the licensing status and/or disciplinary record of a broker-dealer or agent, contact FINRA at the following toll-free number (800) 289-9999, or the Web site address at www.finra.org.

19. SIPC Public Disclosure. Voya Financial Advisors, Inc. is a member of the Securities Investor Protection Corporation (SIPC). You can obtain information about SIPC, including a brochure, by contacting SIPC at (202) 371-8300 or on their Web site at www.sipc.org.

20. Other Information. For more information concerning investments and other important disclosures about our business, please visit our Web site at www.voyafinancialadvisors.com.

21. Arbitration Clause. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

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

I AGREE THAT ANY DISPUTE BETWEEN YOU AND ME ARISING OUT OF THIS AGREEMENT SHALL BE SUBMITTED TO ARBITRATION CONDUCTED UNDER THE THEN APPLICABLE PROVISIONS OF THE CODE OF ARBITRATION PROCEDURE OF FINRA. ARBITRATION MUST BE COMMENCED WITHIN THE APPLICABLE PROVISIONS OF THE CODE OF ARBITRATION PROCEDURE OF FINRA. ARBITRATION MUST BE COMMENCED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS. THE ARBITRATION AWARD SHALL BE FINAL AND JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

22. Sweep Options.

Qualified Accounts		Non-Qualified Accounts	
RETAIL Investors		RETAIL Investors	
PPR	Pershing Prime Reserves Account	FCR	Pershing Prime Reserves Account
PGR	Pershing Government Account	FGR	Federated Government Reserves
PTA	Pershing Treasury Account	GTPB	General Treasury Securities CI B
DIDB-R	Dreyfus Insured Deposits B	DIDB	Dreyfus Insured Deposits B
DIDM-R ¹	Dreyfus Insured Deposits I	DIDM ¹	Dreyfus Insured Deposits I
INSTITUTIONAL Investors		INSTITUTIONAL Investors	
PGR	Pershing Government Account	FGR	Federated Government Reserves
PTA	Pershing Treasury Account	GTPB	General Treasury Securities CI B
DIDB-R	Dreyfus Insured Deposits B	DIDB	Dreyfus Insured Deposits B
DIDM-R ¹	Dreyfus Insured Deposits I	DIDM ¹	Dreyfus Insured Deposits I

¹Advisory/Fee Based Option

22. Sweep Options (continued).

Per SEC 2014 Money Market Reform decisions, investors have been reclassified into two categories for purposes of Money Market fund eligibility: "Natural persons" are considered Retail investors and "Non-Natural persons" (entities) are considered Institutional investors.

Money Market Reclassifications :

- Retail: Money market funds limited to Retail Investors only. These funds seek to maintain a constant net asset value of \$1 per share.
- Government: Money market funds available to Retail and Institutional Investors. Fund invests at least 99.5% of its total assets in cash, government securities, and/or repurchase agreements that are collateralized solely by government securities or cash. These funds seek to maintain a constant net asset value of \$1 per share.

The FDIC-insured bank deposit program provides FDIC insurance on swept balances up to \$2.5 million through a multi-bank investment approach. If you elect an FDIC-insured sweep option and establish sweep instructions on the account, the available credit balance is swept and deposited daily among multiple banking institutions. Deposits in the FDIC-insured bank deposit programs are not considered securities and are not protected by SIPC or excess account coverage.

Note: Trust accounts are accounts that will base their investor-status classification on the Trustee(s)'s information. If a Trust, regardless of reporting attached to the primary trustee SSN or an IRS assigned TIN, has a Trustee that reports on an EIN (charity, bank, etc), that Trust is automatically considered an Institutional investor, and is precluded from participating in any Retail money market funds.

23. Portfolio Objectives Definitions.

Capital Preservation - Your primary investment objective is to preserve your capital. You are a conservative investor who is not willing to accept risk, fluctuation or losses to your capital in order to grow your portfolio.

Income - Your primary investment objective is to generate income. You are a moderately conservative investor who is willing to accept minimal risk, fluctuation or losses to your capital in order to grow your portfolio.

Growth and Income - Your primary investment objective is to both grow your capital and generate income. You are a moderate investor who is willing to accept some risk, fluctuation and losses to your capital in order to grow your portfolio.

Growth - Your primary investment objective is to grow your capital. You are a moderately aggressive investor who is willing to accept more risk, fluctuation and losses to your capital in order to grow your portfolio.

Aggressive Growth - Your primary investment objective is to aggressively grow your capital. You are an aggressive investor who is willing to accept higher risk, fluctuation and losses to your capital in order to aggressively grow your portfolio.

Speculation - Your primary investment objective is to very aggressively grow your capital. You are a very aggressive investor who is willing to accept high risk, fluctuation and losses to your capital in order to very aggressively grow your portfolio.

24. Risk Tolerance Definitions.

Conservative - You want to preserve initial principal in the account, with minimal risk, even if that means the account does not generate significant income or returns and may not keep pace with inflations. An appropriate investment objective may be Current Income, High Current Income, Growth & Income or Growth.

Moderately Conservative - You are willing to accept low risk to the initial principal, including low volatility, to seek a modest level of portfolio returns. An appropriate investment objective may be Current Income, High Current Income, Growth & Income or Growth.

Moderate - You are willing to accept some risk to the initial principal and tolerate some volatility to seek higher returns, and understands a portion of the money invested could be lost. An appropriate investment objective may be Current Income, High Current Income, Growth & Income, or Growth.

Moderately Aggressive - You are willing to accept high risk to the initial principal, including high volatility, to seek high returns over time, and understands a substantial amount of the money invested could be lost. An appropriate investment objective may be High Current Income, Growth & Income, Growth or Speculation.

Aggressive - You are willing to accept maximum risk to the initial principal to aggressively seek maximum returns, and understands most, or all, of the money invested could be lost. An appropriate investment objective may be High Current Income, Growth & Income, Growth or Speculation.

ACCOUNT AGREEMENT DISCLOSURE SUPPLEMENT

Voya Financial Advisors, Inc. (“VFA”), through your registered representative, makes a wide variety of mutual funds and variable insurance products, including annuities, available to you. You pay either a sales charge when you purchase your investments (such as for Class A shares of a mutual fund), or the sales charge may be built into the expenses of the product and/or charged to you when you sell (such as for Class B or C shares of a mutual fund). VFA is paid by the product issuer or its affiliates, and part of that payment goes to your registered representative.

Your sales charges and expenses, and the sales commissions paid to us and our representatives, differ from investment to investment, and may depend on the amount of money you invest. Some product issuers or their affiliates occasionally also offer “commission specials,” which increase the sales commissions paid to us and our representatives. Sales charges, and information about expenses, are explained in the product’s prospectus. Generally speaking, investors buying the same product for the same kind of investment account with the same investment amount pay the same sales charge. This is true regardless of the broker-dealer and registered representative through which the investment is purchased.

Your representative may receive extra compensation for or may concentrate efforts on the sales of Voya products. VFA may share with registered representatives and/or manage a greater percentage of the compensation it receives on Voya products. Additionally, VFA may also pay registered representatives who are life insurance agents bonuses and/or benefits based on sales of Voya variable life and annuity products.

Our Strategic Partners. Although we make a large number of products available to you, we concentrate our marketing and training efforts on investments offered by a number of select companies (“Strategic Partners”). Strategic Partners are selected, in part, based on whether they offer competitive products, their technology, their customer service and their training capabilities. Some of our Strategic Partners are members of the Voya® family of companies.

Our Strategic Partners have more opportunities than other companies to provide our customers and our representatives with education on investments, the products they offer, industry trends, new investment ideas and other issues.

They may attend or sponsor education and training meetings for our representatives. Our Strategic Partners also have the opportunity to receive input from our representatives on features of their products. As discussed below, our Strategic Partners pay additional amounts to VFA to compensate us for these enhanced marketing and training opportunities.

What Strategic Partners Pay to VFA. It is important to know that although Strategic Partners pay extra compensation to VFA or its affiliates, you do not pay more to purchase Strategic Partner products through VFA than you would pay to purchase those products through another broker-dealer. Nevertheless, the payment of this additional compensation to VFA by our Strategic Partners may pose a financial incentive for us to promote those products over other products.

The additional amounts Strategic Partners pay VFA vary from one Partner to another and from one product to another. For example, a significant portion of these payments can be calculated as a fixed amount, as a percentage of product sales (up to a maximum of 1/4 of 1%—which would be \$25 on a \$10,000 investment), as a percentage of our customers’ assets invested in the products (up to a maximum of 1/10 of 1%—which would be \$10 on a \$10,000 investment), or as some combination of these. The prospectus and statement of additional information for each mutual fund or variable insurance product should have additional information about these payments.

Benefits to VFA’s Representatives. Your representative does not receive additional commissions for selling a Strategic Partner product, except when from time to time VFA allows its representatives to participate in “commission specials” offered by Strategic Partners. To find out whether a product you are considering is part of a commission special, ask your representative or visit the product issuer’s Web site.

VFA’s representatives do receive some additional benefits from our Strategic Partner program. In some cases the transaction clearing costs that would normally be paid by you or your representative may be reduced or eliminated on Strategic Partner products. Also, your representative indirectly benefits from Strategic Partner payments to VFA when this money is used to support costs relating to product review, marketing or training.

Other Compensation and Reimbursements.

Companies that are not Strategic Partners may at times send VFA payments in recognition of our sales and marketing efforts, and may have additional opportunities to provide marketing services to our representatives. Also, both Strategic Partners and other companies may pay marketing allowances to VFA in connection with the sale of insurance products. Both Strategic Partners and other companies may also reimburse up to 100% of the cost of training and education meetings for our representatives, as permitted by industry rules. Sales of any products by VFA representatives may qualify representatives for additional cash and non-cash compensation that may include support for their business activities, attendance at seminars, conferences and entertainment. Additionally, some investments, whether they are issued by a Strategic Partner or not, may pay higher rates of compensation than others. Further, some of VFA’s home office management and certain other employees may receive a portion of their employment compensation based on sales of products of Strategic Partners, including Voya affiliates.

VFA has a fully disclosed clearing agreement with Pershing LLC (“Pershing”). Through its agreement with Pershing, VFA is paid a percentage fee by Pershing on all assets (mutual funds, exchange traded funds, equities, bonds and other assets) above a certain threshold custodied at Pershing by VFA customers. VFA receives this percentage fee payment from Pershing in addition to any payments it may receive on such assets from its strategic partner firms described above. In addition, Pershing pays VFA a per account fee for each customer account of VFA held at Pershing. These payments create a conflict of interest between VFA and its customers, as these payments provide VFA with an incentive to recommend investing through Pershing as opposed to another investment program that does not provide VFA with such fees.

VFA does from time to time add or delete specific firms from its Strategic Partners Program. You can view the most up-to-date list of its Strategic Partners on VFA’s public Web site at www.voyafinancialadvisors.com.

If you have any questions, please ask your registered representative or call 800.356.2906.

DOING BUSINESS WITH VOYA FINANCIAL ADVISORS, INC.

We value you as a client of VFA.

We aspire to be the leader in helping individuals and institutions grow, protect and enjoy their wealth. So, whether you are a new or long-time investor, saving for college or accumulating wealth for retirement, we can help by making it easier for you to invest and manage your money. We offer a wide variety of services, products and resources to help meet your investment needs.

We want to ensure that before you make an investment, you understand your rights and responsibilities, as well as the risk and costs associated with investments. Investing is serious business and investments involve risks that can result in losses. That's why we developed this valuable information. We believe that providing you the information you need to make sound decisions is the first and most important step in developing a lasting relationship. Please take a moment to read each section carefully. Our firm and your financial professional are available to answer your questions.

Our Firm. As a securities broker-dealer, our firm is registered with and regulated by the United States Securities and Exchange Commission (SEC) and the Financial Industry Regulatory Authority (FINRA). We are also subject to the rules and regulations of the Municipal Securities Rulemaking Board (MSRB) and in the state jurisdictions where we conduct business. The chief goals of regulation are to help ensure fair and efficient capital securities markets and provide for the fair treatment and protection of investors.

Our firm fully supports these goals and is an advocate of full and fair disclosure of information to you as our client. We have developed an internal Code of Ethics as well as policies and procedures applicable to our business, and expect high standards of honor and conduct from our financial professionals.

Your Rights as an Investor. Clients have the right to high standards of honor and conduct from their financial professionals. As an independent contractor, your financial professional has autonomy in managing his or her own business. In dealing with your securities investments as a registered representative of VFA, your financial professional acts in accordance with our firm's policies and

procedures and places your interests first. The following is what you can expect to receive from our firm and your financial professional:

- Courteous and timely service from your financial professional and all other associates and employees of our firm.
- The ability to select your own financial professional or request a different one if you are not satisfied.
- Investment recommendations that are based upon our understanding of your financial situation and needs, objectives, investment experience and risk tolerance.
- Receiving a copy of the current prospectus, and your financial professional reviewing the potential risk, benefit and cost of any investment recommended to you.
- Timely processing and execution of your securities transactions.
- Account statements that are accurate for securities that are purchased and sold in your brokerage account(s).
- Prompt response to any questions or concerns you may have and fair resolution of any problems with your account(s).

Your Responsibilities as an Investor.

You also have important responsibilities when it comes to working with your financial professional. To ensure the best possible relationship with our firm and your financial professional, you as our client and as an investor should:

- *NEVER* make any checks or other payment methods (e.g. ACH or wire transfers) payable to your financial professional or to any business name that is owned or controlled by him or her or give your financial professional cash.
- *NEVER* make any investment in any business or venture that your financial professional is involved in the organization or management of the business unless the investment and payment for the purchase are made and processed through our firm.
- *NEVER* make a loan to nor give a cash gift to your financial professional.
- *NEVER* authorize or permit your financial professional to act as personal custodian, executor trustee, have power of attorney or be a beneficiary on your accounts, investments or any personal property you own.

- *NEVER* communicate with your financial professional via text message. The only approved method of electronic communications that your financial professional may use is through their registered e-mail address.
- *NEVER* give your financial professional any personal identification numbers (PIN) for any bank or securities accounts, or give them authority or access to transfer money from those accounts for any purpose.
- Provide complete information to your financial professional about your income; net worth; tax status; investment experience; occupation; age; dependents; investment experience and risk tolerance; and other information as requested. Inform your financial professional about all mutual fund company holdings (including those you may hold in a retirement plan or as part of an annuity). This is to help ensure that you receive any appropriate sales charge discounts you may be entitled to on purchases made through our firm.
- Be open and clear about your current financial situation and objectives, and contact your financial professional immediately if your circumstances change. To best serve you, your financial professional must be aware of all relevant facts.
- Assume decision-making responsibility for your investments. You can expect your financial professional to offer more than one alternative for investing. You should evaluate the advice of your financial professional and determine what is best for your personal situation. Also, educate yourself on the basics of financial markets, the nature of risk and other aspects of investing to help you make an informed decision about investment recommendations. It is your responsibility to make decisions about your account and investments.
- Consider carefully the validity and reliability of investment information obtained from all sources, especially unsolicited information obtained over the Internet.

- Request and carefully read prospectuses and other materials provided before making any investment decisions. It is important that you have a clear understanding of the potential risks and benefits of each investment you make. If you have any questions about the information, ask your financial professional.
- Review all confirmations of purchases and sales and account statements and report any errors to your financial professional and our firm immediately.
- Have cash or securities available in your account at the time of a transaction. The SEC requires that payment for purchases of securities must be made by settlement date, which is usually between one to three business days after trade date.
- Ask questions. Your financial professional is there to serve your best interests and you should ask any questions about any aspect of your account or a transaction.
- Inform your financial professional if you do not understand his or her recommendations and explanations. You should not invest if you do not understand the recommendation, explanations, products, services, or risk.

How Our Firm and Your Financial Professional Receive Payments for Services. Our firm is in the business of providing financial recommendations that

result in the execution of securities or insurance transactions, or the rendering of investment advice. In general, our firm offers our clients a choice of how to compensate your financial professionals. You may either pay a commission for each transaction or under certain circumstances, pay an asset management fee or a combination of both. Our firm retains a portion of the commission and/or fee, and the rest is paid to your financial professional.

Where you pay a commission for a securities transaction, you can expect full disclosure of that cost. The commission varies by product type and company, depending on the investment purchased. If in doubt as to how much the commission will be, ask your financial professional before making an investment. Where you pay an asset management fee for advice instead of a per-trade commission, you will be charged on a quarterly basis based on the value of your account. In this arrangement, you will enter into a specific contract for investment advisory services with your financial professional and our firm that details the amount of the fee to be paid.

Your Financial Professional's Other Businesses. As an independent contractor, your financial professional may have a business other than securities that is separate from and unaffiliated with our firm. If properly licensed or qualified, your financial professional, under a

separate marketing identity, may offer non-securities products and services including, but not limited to accounting and legal services, tax preparation and fixed life insurance and annuity products.

When acting as your registered representative, your financial professional may only recommend products approved by our firm, and purchases or sales of these products may only be transacted and processed through our firm. When engaged in the non-securities related outside business activities noted above, your financial professional is not acting as a registered representative or agent of VFA and may not be subject to the rules and regulations of the SEC, FINRA and state securities and insurance regulatory bodies, although he or she may be subject to other regulations. You should independently verify that your financial professional is properly licensed or qualified to engage in any non-securities related activities before agreeing to conduct any of these businesses with him or her.

Do not hesitate to contact our home office at 800.356.2906 or write to the attention of the Compliance Department at Voya Financial Advisors, Inc., 909 Locust Street, Des Moines, Iowa, 50309-2899, if you have any questions, concerns or complaints about your financial professional or any product or service offered by our firm.

BUSINESS CONTINUITY PLAN SUMMARY

Voya Financial Advisors, Inc. ("VFA") understands the importance of ensuring our customers have continued access to their funds and securities in the event our home office operations are impacted by a disaster. As a result, we have developed and maintain a business continuity plan that describes the means by which VFA's home office operations in Des Moines, Iowa, will respond to future significant business disruptions of varying degrees of severity.

VFA's home office operations in Des Moines, Iowa, are equipped for resumption of business in the event a significant business disruption affects the building, business district, city and/or the region. We will continue to conduct business during those disruptions and may choose to relocate key personnel and services to our designated backup facilities. Relocations of critical functions will be completed within four hours of the significant business disruption.

VFA's Data Centers are located in Minneapolis, MN; Boulder, CO and St. Louis, MO. In addition, several of our critical functions are performed in our affiliated offices located in Des Moines, IA and in Windsor, CT, and our Brokerage business is operated by our Clearing Firm that is located in a different region of the country. All of these providers—our affiliated offices in Des Moines, IA and in Windsor, CT; our Clearing Firm; and our Data Center—have complete business continuity plans designed to allow them to continue operations in the event they experience a significant business disruption. Their plans include redundancies, alternate facilities and recovery time objectives that support our plan.

In the event of a significant business disruption at VFA's main location in Des Moines, Iowa, customers may contact their VFA representative directly, or our

home office at 800.356.2906. In the event of a significant business disruption at your representative's office, customers may contact our home office at 800.356.2906.

Please be advised that while we have detailed plans in place, we cannot guarantee we will be able to recover as quickly as outlined above under all possible circumstances. Our recovery time objective may be negatively impacted by the unavailability of third parties and/or other circumstances beyond our control.

Our business continuity plan is reviewed and tested throughout the year and is subject to modification. To obtain the most current version of this summary, you may refer to our Web site at www.voyafinancialadvisors.com or contact your VFA representative to request an updated summary be delivered by mail.