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Meeder Investment Portfolios
Non-Qualified Account Application

INSTRUCTIONS: Please print or type. Do not use this form to open Individual Retirement Accounts. All applicable fields must be completed in Sections 1 through 7 unless otherwise noted. Complete Sections 8 through 11 for Optional Services. You must sign your name and obtain your Financial Adviser's signature in Section 12. (For UGMA/UTMA accounts, the Custodian must sign.) Fields marked with an asterisk (*) are required in accordance with the USA PATRIOT ACT of 2001. Failure to provide this required information will result in processing delays. If your investment is by bank wire transfer, please call 1.800.325.3539 for instructions. Mail your application with check payable to Meeder Funds to: Meeder Funds, P.O. Box 7177, Dublin, OH 43017-7177. To overnight an application and check, please send to Meeder Funds, 6125 Memorial Drive, Dublin, OH 43017.

Questions? Call Client Services at 800.325.3539.

1. ACCOUNT REGISTRATION (Please complete Section A, B, or C below)

A. FOR INDIVIDUAL OR JOINT ACCOUNTS

CHECK ONE BOX: INDIVIDUAL JOINT

Table with 5 columns: Field Name, Social Security Number, Date of Birth, Country of Citizenship, Country of Legal Residence. Rows include Primary and Joint Account Owner information.

THE JOINT ACCOUNT REGISTRATION WILL BE JOINT TENANTS WITH RIGHT OF SURVIVORSHIP UNLESS OTHERWISE INDICATED:

B. FOR UGMA AND UTMA ACCOUNTS

UNIFORM GIFT TO MINORS UNIFORM TRANSFER TO MINORS

Under the _____ Uniform Gifts/Transfers to Minor's Act.
MINOR'S STATE OF RESIDENCE

Table with 5 columns: Field Name, Social Security Number, Date of Birth, Country of Citizenship, Country of Legal Residence. Rows include Primary and Joint Account Owner information.

C. FOR TRUSTS OR OTHER ORGANIZATIONS (Check one box below)

TRUST1 NON-PROFIT ORGANIZATION OTHER

Table with 5 columns: Field Name, Social Security Number, Date of Birth, Country of Citizenship, Country of Legal Residence. Rows include Trust/Other Organization and Trustee information.

1 For trust accounts, please include a copy of the trust agreement with this application, as required by the USA PATRIOT Act of 2001.

2. ADDRESS AND ACCOUNT OWNER INFORMATION

PRIMARY ACCOUNT OWNER/TRUSTEE REGISTRATION ADDRESS (Physical Street Address):

STREET/APARTMENT ADDRESS*	DAYTIME TELEPHONE NO.*	EVENING TELEPHONE NO.*
CITY*	STATE*	ZIP + 4*
EMAIL ADDRESS (REQUIRED FOR E-DELIVERY OF STATEMENTS)	FAX NO.	

ACCOUNT OWNER INFORMATION

Employment Status (select only one):

Employed Self-Employed Retired Homemaker Student Not Employed

Occupation (If employed, select the option that best describes your occupation):

Business Owner/Self-Employed	Information Technology Professional	Clerical/Administrative Services
Executive/Senior Management	Other Professional	Trade/Service/Labor/Manufacturing/Production
Medical Professional	State, Local or Federal Government	Sales/Marketing
Legal Professional	Foreign Government Employee	Consultant
Accounting Professional	Military	Other
Financial Services/Banking Professional	Educator	

EMPLOYER/BUSINESS NAME	EMPLOYER/BUSINESS ADDRESS		
CITY	STATE	ZIP CODE	COUNTRY

JOINT ACCOUNT OWNER/CO-TRUSTEE REGISTRATION ADDRESS IF DIFFERENT FROM ABOVE (Physical Street Address):

STREET/APARTMENT ADDRESS*	DAYTIME TELEPHONE NO.*	EVENING TELEPHONE NO.*
CITY*	STATE*	ZIP + 4*
EMAIL ADDRESS (REQUIRED FOR E-DELIVERY OF STATEMENTS)	FAX NO.	

ACCOUNT OWNER INFORMATION

Employment Status (select only one):

Employed Self-Employed Retired Homemaker Student Not Employed

Occupation (If employed, select the option that best describes your occupation):

Business Owner/Self-Employed	Information Technology Professional	Clerical/Administrative Services
Executive/Senior Management	Other Professional	Trade/Service/Labor/Manufacturing/Production
Medical Professional	State, Local or Federal Government	Sales/Marketing
Legal Professional	Foreign Government Employee	Consultant
Accounting Professional	Military	Other
Financial Services/Banking Professional	Educator	

EMPLOYER/BUSINESS NAME	EMPLOYER/BUSINESS ADDRESS		
CITY	STATE	ZIP CODE	COUNTRY

ELECTRONIC DELIVERY

I would like to receive my statements via e-Delivery.

I would like to receive Market Commentary, Investment Updates, and Special Reports via email.

MAILING ADDRESS (If different from Registration Address):

STREET/APARTMENT ADDRESS*

DAYTIME TELEPHONE NO.*

EVENING TELEPHONE NO.*

CITY*

STATE*

ZIP + 4*

3. INFORMATION ABOUT THE ACCOUNT**SOURCE OF FUNDS**

Please select all of the sources of assets that will be deposited into the account, including the source of any assets to be transferred into the account from another firm or account.

Salary/Wages/Savings Social Security Benefits Sale of Property or Business Family/Relatives/Inheritance
Investment Gifts Gambling/Lottery Other _____

PURPOSE OF ACCOUNT

Please select all that apply.

General Investing Investing for Estate Planning Investing for Tax Planning Investing for College Investing for Retirement
Investment of Pooled Assets Other _____

LIQUID NET WORTH

Please select the range corresponding to your net liquid assets exclusive of real estate.

\$1-\$25,000 \$25,000-\$50,000 \$50,000-\$100,000 \$100,000-\$250,000 \$250,000-\$500,000
\$500,000-\$1,000,000 \$1,000,000+

4. FINANCIAL ADVISER

Your Financial Adviser is responsible for obtaining information regarding your financial situation and investment objectives, determining whether the offered program would be suitable for you, providing you with information about the program and its adviser, assisting you with the account paperwork, and being reasonably available for ongoing consultation. Your Financial Adviser is not an employee or client of Meeder Asset Management. Your Financial Adviser is an independent contractor and receives cash compensation in exchange for successfully referring clients to Meeder's advisory services.

FINANCIAL ADVISER REPRESENTATIVE

FINANCIAL ADVISER FIRM

ADDRESS

CITY

STATE

ZIP+4

DAYTIME TELEPHONE

EMAIL

DEALER #

BRANCH #

REPRESENTATIVE #

The Financial Adviser Fee is paid to the Financial Adviser Firm listed in this application and compensates the Financial Adviser for referral of the account and support services, including assistance with opening the account and selecting a suitable investment strategy. Your Financial Adviser will be paid the following annual fee, which will be withdrawn and paid quarterly from your account so long as the account remains open. This fee is in addition to fees payable to Meeder for management of the mutual funds in your account. This arrangement provides your Financial Adviser with an incentive to refer clients and secure their participation in the investment advisory program. In addition, your Financial Adviser may participate in other programs that pay compensation for the endorsement of Meeder's products or services.

Financial Advisory Fee: _____ % of assets under management.

5. FINANCIAL ADVISER AUTHORIZATION

You authorize Meeder to provide your Financial Adviser with access to your account information, including tax information, balances, positions, statements and other non-public information. In addition, you may grant your Financial Adviser Trading or Trading and Disbursement Authorization over your account.

Trading Authorization. I authorize my Financial Adviser to direct exchanges in my account at my direction.

Trading and Disbursement Authorization. I authorize my Financial Adviser to: (1) direct purchases, redemptions, exchanges or transfers in my account at my direction; (2) direct Meeder to remit checks to me at my address of record; and (3) direct Meeder to transfer funds to any other account that I may designate from time to time for which I am the named account holder (first-party transfer).

6. INVESTMENT INFORMATION

METHOD OF INVESTMENT:

I have enclosed a check for a minimum of \$10,000.

I want to transfer from an existing Meeder Funds Account _____

I want to invest by wire or ACH. Call 1.800.325.3539 to obtain a Meeder Investment Portfolios Account Number and instructions.

Transfer from existing Meeder Investment Portfolios Account Number _____

Meeder Investment Portfolios offer a series of investment strategies allocated exclusively among Meeder mutual funds selected by Meeder to meet specific investment objectives and risk tolerance levels stated in the objective of each portfolio. Meeder is the investment adviser for the Meeder Funds and Meeder and its affiliates earn investment advisory, administrative, transfer agent and distribution fees for various services provided to the funds.

Please complete the Investor Profile Questionnaire and Portfolio Selection Form to select your portfolio strategy and consult your Financial Adviser for additional information regarding investment objectives, strategies and risks of the portfolios. All selections are subject to approval by Meeder prior to investment.

7. INVESTMENT RESTRICTIONS

Identify any investment restrictions or guidelines applicable to the account or the securities available for investment. Restrictions on account management are subject to Meeder's acceptance and may cause lower overall results in comparison to the model investment strategy.

11. AUTOMATIC ACCOUNT BUILDER

YES, I authorize the Automatic Account Builder to take place. On the date specified below, money (\$100 minimum per Portfolio) will be deducted by ACH transfers from my Bank Account (listed in Section 9) to purchase shares of a specified Portfolio according to the following instructions. I will receive a confirmation from the transfer agent reflecting each purchase and my bank statement will reflect the amount of the draft.

Monthly Start-up Month _____ I would like the transaction to take place on the _____ day of the month.

Twice a month Start-up Month _____ I would like the first transaction to take place on the _____ day of the month
and the second transaction to take place on the _____ day of the month.

Withdraw \$ _____ and purchase shares in the previously selected portfolio.

12. SIGNATURES AND CERTIFICATION (Required for application to be complete)

- » I have the authority and legal capacity to purchase mutual fund shares, am of legal age in my state to enter into a contract, and believe each investment is suitable for me.
- » I understand there is a \$3,000 minimum to wire federal funds to a commercial bank account. Meeder reserves the right to charge \$15 per wire at any time. The receiving bank may charge a similar fee.
- » I authorize Meeder, its affiliates and agents to act on my instructions believed to be genuine for any service authorized on this form. I agree that they will not be liable for any resulting loss or expense associated with acting on such expense.
- » Meeder is hereby authorized to redeem shares from my account to reimburse a Portfolio for any loss due to nonpayment of annual fee for having below the minimum required balance. If shares are purchased by check, the transfer agent will not pay a redemption until reasonably satisfied the check used to purchase shares has been collected upon, which may take up to 10 days.
- » I CERTIFY UNDER PENALTIES OF PERJURY THAT (1) MY SOCIAL SECURITY OR EMPLOYER IDENTIFICATION NUMBER PROVIDED IN THIS APPLICATION IS CORRECT (OR I AM WAITING FOR A NUMBER TO BE ISSUED TO ME) AND (2) I AM NOT SUBJECT TO BACKUP WITHHOLDING BECAUSE (A) I AM EXEMPT FROM BACKUP WITHHOLDING OR (B) I HAVE NOT BEEN NOTIFIED BY THE INTERNAL REVENUE SERVICE (IRS) THAT I AM SUBJECT TO BACKUP WITHHOLDING AS A RESULT OF A FAILURE TO REPORT ALL INTEREST AND DIVIDENDS OR (C) THE IRS HAS NOTIFIED ME I AM NO LONGER SUBJECT TO BACKUP WITHHOLDING. CROSS OUT CLAUSE (2)(B) OF THIS PARAGRAPH IF THE IRS HAS NOTIFIED YOU THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING AND (3) I AM A U.S. CITIZEN AND (4) I AM EXEMPT FROM THE FATCA REPORTING.
- » THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.

CLIENT AUTHORIZATION

By signing this Application, the undersigned requests that Meeder open the designated account and: (1) agrees to the terms of the attached Asset Allocation Agreement; (2) acknowledges disclosure of compensation payable to the listed Financial Adviser; (3) acknowledges granting access to information related to the account, trading or disbursement authority listed herein; and (4) acknowledges delivery of the Meeder Client Relationship Summary, Form ADV Part 2A Brochure and Privacy Policy.

SIGNATURE (PRIMARY ACCOUNT OWNER)* TITLE (IF APPLICABLE) DATE

SIGNATURE (JOINT ACCOUNT OWNER)* TITLE (IF APPLICABLE) DATE

FINANCIAL ADVISER AUTHORIZATION

By signing this Application, the undersigned represents that: (1) Financial Adviser is an investment adviser representative of a firm authorized to endorse and promote the investment program; and (2) that Financial Adviser will carry out the duties allocated to the adviser in the Application and Asset Allocation Agreement.

FINANCIAL ADVISER SIGNATURE TITLE (IF APPLICABLE) DATE

See next page for Asset Allocation Agreement



Asset Allocation Agreement

Meeder Investment Portfolios

This Asset Allocation Agreement (“Agreement”) is effective as of the date executed by and between Meeder Asset Management, Inc., (“Meeder”), its applicable affiliates, and each person named as an account holder on the program application. (“Client”).

1. **Investment Management Program.** The program offers a series of investment strategies consisting of a combination of Meeder Funds designed to meet a given investment objective and risk tolerance. Clients utilizing this program complete a questionnaire to determine their investment risk profile and select a suitable strategy in consultation with their Financial Adviser. All monies deposited to the program will be invested in Meeder Funds consistent with the selected strategy and instructions of the Client. The program is limited to investments in the Meeder Funds and no other securities are available in this program.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in the account (“Account”). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities in the Account in accordance with Client’s stated investment risk profile, selected investment strategy, and applicable restrictions.

3. **Discretionary Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to the investments in the Account. Meeder shall carry out its authority so long as this Agreement remains in effect and in conformance with any written directions provided by Client and accepted by Meeder. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account, select and appoint subadvisors to manage all or a portion of the account, and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Investment Instructions and Restrictions.** When opening an account or thereafter, Client may impose reasonable investment restrictions on the account or the securities available for investment within the limitations of the program. Restrictions on account management are subject to Meeder’s acceptance and may cause lower overall results in comparison to the model investment strategy. Client authorizes Meeder to rely on information provided by Client’s Financial Adviser regarding the imposition or modification of investment restrictions for the Account.

5. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Mutual Funds Service Co., the transfer agent for Meeder Funds and an affiliate of Meeder (“Custodian”), will maintain custody of Meeder Funds shares deposited in the Account. Client will receive a quarterly statement from the Custodian identifying Meeder Funds shares owned at the end of the period and listing all transactions for the period. Client authorizes Custodian to pay all applicable fees, charges and expenses from the assets of the Account and to redeem Meeder Funds shares for this purpose.

6. **Investment Management Fees.** Clients do not pay investment advisory fees to Meeder for management of the portfolio. In addition, transaction execution, custody and reporting are provided at no additional charge to the Client. Separate charges may be levied by the Custodian for certain services or transactions, including wire transfer and electronic fund fees, handling and special service fees, and taxes on brokerage accounts and securities transactions. Clients also pay underlying fund expenses for mutual funds held in the Account.

7. **Duties of Financial Adviser.** The Financial Adviser identified in the program application shall have primary responsibility for all communications and meetings with Client and shall be responsible for: (i) assisting Client in determining whether the investment management program is appropriate and suitable for the Client; (ii) assisting Client with the selection of a risk profile and investment strategy suitable for the Client's needs and circumstances; (iii) determining whether Client wishes to impose any reasonable restrictions on the management of Client's Account; and (iv) contacting the Client at least annually to determine whether there have been any changes in the Client's financial situation or investment objectives. The Financial Adviser shall promptly communicate, in writing, to Meeder any changes in a Client's financial situation or investment objectives or any changes in the instructions or reasonable restrictions imposed by the Client on the management of the Account that Financial Adviser becomes aware of. Client authorizes Financial Adviser to provide such Client and Account information to Meeder, and Client authorizes Meeder to rely on such Client and Account information provided by Financial Adviser to Meeder.

8. **Financial Adviser Fee.** Clients pay a Financial Adviser Fee to unaffiliated investment advisers who refer clients to the program and are compensated for consultation and other services provided to program clients. Meeder will not retain any portion of this fee and your Financial Adviser is not an employee or client of Meeder Asset Management. Your Financial Adviser is an independent contractor and receives cash compensation in exchange for successfully referring clients to Meeder's advisory services. The fee paid to your Financial Adviser is stated on the program application. This arrangement provides your Financial Adviser with an incentive to refer clients and secure their participation in the investment advisory program. In addition, your Financial Adviser may participate in other programs that pay compensation for the endorsement of Meeder's products or services.

9. **Fee Payment Terms.** The Financial Adviser fee is billed quarterly in arrears based on the average daily balance of the Account during the preceding quarter. In the event this Agreement is terminated during a billing period, Client will be billed a fee for that portion of the quarter prior to the date of termination. Fees are deducted by the Custodian pursuant to authority granted by the Client for this purpose.

10. **Affiliated Funds.** Meeder Investment Portfolios are invested entirely in the Meeder Funds. Meeder is the investment adviser for the Meeder Funds and Meeder and its affiliates earn investment advisory, administrative, transfer agent and distribution fees for various services provided to the funds. If your account is a retirement account, you hereby authorize Meeder to invest your account in any affiliated Meeder Funds selected for the Account and acknowledge that Meeder and its affiliates earn fees from these investments. All fees paid to Meeder in connection with investments in affiliated funds are set forth in the Meeder Funds Prospectus. Because Meeder and its affiliates earn fees when Meeder Funds are selected for the Meeder Investment Portfolios, this presents a conflict of interest. To mitigate this conflict, Meeder does not exercise discretion over whether a client is invested in the Meeder Investment Portfolios and does not charge any additional advisory fees to management of the portfolios.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for clients in this program. Any proxies distributed for mutual funds in the account will be delivered to clients directly by the Custodian.

12. **Cost Basis and Dividends/Capital Gains.** The cost basis method is average cost. Dividends and capital gains will be reinvested.

13. **Changes to Financial Circumstances.** Client is responsible for making Client's Financial Adviser or Meeder aware of any change in Client's goals, financial circumstances or investment objectives. Client's designated Financial Adviser is available to review the selected investment objectives, risk tolerance and recommended portfolio at any time.

14. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client.

15. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its affiliates may buy, sell or recommend for any other client or their own accounts.

16. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

17. **Client's Representations.** Client represents and acknowledges that: (i) Client has authority to retain Meeder to manage the Account and to enter into this Agreement; (ii) each named Client in a jointly owned Account may act independently of the others with respect to the Account and all of its assets; (iii) Client has received a copy of the Meeder Funds Prospectus; and (iv) Client has received Meeder's current Client Relationship Summary, ADV Part 2A Disclosure Brochure and Privacy Policy.

18. **Term.** Client may terminate this Agreement at any time by written notice to Meeder. Meeder may terminate this Agreement, suspend or modify program services provided for the Account upon thirty (30) days written notice to Client. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

19. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, Meeder and its officers, directors or employees shall not be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

20. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Consent to assignment will be presumed in the event Meeder provides Client with notice of an assignment and Client does not object to the assignment within thirty (30) days following the date of the notice.

21. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

22. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

23. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

24. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument.

26. **Approval.** Clients approve and adopt this Agreement through execution of the program application.