

MNL Endeavor® 8

Annuity Disclosure Statement

Thank you for your interest in the MNL Endeavor® 8 Annuity from Midland National® Life Insurance Company. It is important for you to read and understand this summary before you decide to purchase the annuity. This summary will help you understand the features of the annuity and determine if it will help you meet your financial goals. Once you have read this summary, please sign pages 8 and 10 to confirm that you understand the annuity and submit this document with your application for the annuity. Refer to the Contract for complete details.

This Annuity Disclosure Statement must be signed by the applicant and agent, then return the Home Office copy to Midland National Life Insurance Company, Annuity Division with the application.

4350 Westown Parkway, West Des Moines, IA 50266 Phone: (877) 586-0240 • MidlandNational.com

The MNL Endeavor® 8 is issued by Midland National® Life Insurance Company, West Des Moines, IA on form AC/AS124A/ICC16-AS145A.MVA/AS145A (certificate/contract), AR153A/ICC15-AR314A, AR158A/ICC15-AR309B, AR163A-1/ICC15-AR313A, ICC15-AR316A/AR316A/AR3154A, AR194A/ICC15-AR317A, AR227A/ICC17-AR331A, AR277A/ICC15-AR311A, AR278A/ICC15-AR312A, AR324A/ICC16-AR324A, AR192A/AR327A/ICC15-AR307A, AR160A, and ICC19-AR373A (riders/endorsements) or appropriate state variation. This product, its features and riders may not be available in all states.

The MNL Endeavor 8 is a flexible premium deferred fixed index annuity from Midland National Life Insurance Company that accumulates interest in the following ways: A) based on the change in the Index Account during each contract year, without the risk of losing premium due to market volatility, and/or B) a traditional Fixed Account.

Fixed Account

The portion of premium allocated to this account will earn the current Fixed Account interest rate. This rate will be guaranteed for the first contract year and the rate for future contract years will be declared annually thereafter at the Company's discretion. This rate will never fall below the Minimum Guaranteed Fixed Interest Rate of 0.25%. Ask your sales representative for the current interest rate.

Index Account

The Index Account is the portion of your premium, that you determine will earn interest based on the following crediting methods:

- · Daily Average Crediting Method with Index Margin
- · Monthly Point-to-Point Crediting Method with Index Cap Rate
- Annual Point-to-Point Crediting Method with Index Cap Rate
- Annual Point-to-Point Crediting Method with Participation Rate
- · Annual Point-to-Point Crediting Method with Index Margin
- Annual Inverse Performance Trigger Crediting Method
- Two-Year Point-to-Point (also known as Term Point-to-Point)
 Crediting Method with Index Margin (not available in all states)
- Two-Year Point-to-Point (also known as Term Point-to-Point) Crediting Method with Participation Rate (not available in all states)

Please see the MNL Endeavor 8 product brochure for specific details regarding these crediting methods.

Ask your sales representative for the current Index Cap Rates, Index Margins, Participation Rates and Declared Performance Rate.

Index Margin

The Index Margin is subtracted from any index gain to determine any Interest Credit. For the Daily Average with Index Margin Index Account and the Annual Point-to-Point with Index Margin Index Account, the Index Margin is subtracted on each contract anniversary. It is guaranteed for the first year and declared annually thereafter at the Company's discretion. For the Two-Year Point-to-Point with Index Margin Index Account, the Index Margin is multiplied by two (which is the term length) and then subtracted at the end of the two-year term. It is declared at the beginning of and guaranteed for each two-year term. The maximum Index Margin is 25% for the Daily Average with Index Margin Index Account and 15% for the Annual Point-to Point with Index Margin Index Account.

Participation Rate

The Participation Rate is the percentage of any index gain that will be credited to the Contract as the Interest Credit to the Annual Point-to-Point Index Account. The rate is guaranteed for the first year and declared annually thereafter at the Company's discretion, never to be less than 5% for Annual Point-to-Point with Participation Rate Index Account and the Two-Year Point-to-Point with Participation Rate Index Account.

Index Rate

The Index Cap Rate is an upper limit used to determine Interest Credits. The Index Cap Rate applies to the Annual Point-to-Point and Monthly Point-to-Point Index Account options. It will always be declared on the contract anniversary by the Company at their discretion and is guaranteed for the following contract year. This cap may change annually. However, at no time will this cap ever fall below the minimum guarantees which are: 0.50% for Annual Point-to-Point with Cap Index Account and 0.25% for Monthly Point-to-Point with Cap Index Account.

Annual Inverse Performance Trigger

The Inverse Performance Trigger (or Annual Declared Rate Negative Performance Option) credits a Declared Performance Rate of interest when the index stays the same or goes down throughout the year. This Declared Performance Rate may be changed by the Company at their discretion annually and will never fall below the minimum guaranteed rate of 0.25%.

Payment of Commission

Midland National will pay a sales commission in connection with the sale of this product. This commission is one of many costs which Midland National considers and factors into the product's design and policy performance, including setting the guaranteed rates in the Contract and the manner in which non-guaranteed benefits may be offered. One-hundred percent of your premium deposit will be credited to your account, and no deductions from your premium payment or from your account value will be made due to the payment of this sales commission.

Midland National may enter into written sales agreements with other financial institutions ("selling firms") for the sale of the Contract. The selling firms and their representatives are independent of Midland National. In this case, the selling firms are responsible for evaluating product proposals or recommendations independently and for exercising independent judgment about these proposals. Midland National pays selling firms all or a portion of the commissions received for their sales of the Contract.

Accumulation Value

Your Accumulation Value is equal to 100% of premium, plus any fixed and index account interest earned, minus withdrawals. The Accumulation Value is used to determine the Death Benefit as well as penalty-free withdrawals.

Surrender Value

The Surrender Value is the amount that is available at the time of surrender. The Surrender Value is equal to the Accumulation Value, subject to the Interest Adjustment (if any), less applicable Surrender Charges and state premium taxes where applicable.

The Minimum Surrender Value will never be less than 87.5% of all premiums; less any partial surrenders (after any Interest Adjustment or reduction for Surrender Charges); accumulated at 1.00%, or otherwise directed by your Contract.

SURRENDER CHARGES AND INTEREST ADJUSTMENT

Please read the following information and sign the last page of this disclosure to acknowledge your understanding that Surrender Charges and Interest Adjustments will apply when withdrawals are taken from your contract during the Surrender Charge Period.

Surrender Charges

A Surrender Charge is assessed on any amount withdrawn, whether as a partial withdrawal or full surrender, that is in excess of the penalty-free amount. A surrender during the Surrender Charge period may result in a loss of premium.

The Surrender Charges that apply for each Contract Year are based on the state where your Contract is issued and are shown as follows:

For contracts issued in all states other than those specifically listed below:

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 10% | 10% | 10% | 10% | 9% | 8% | 5% | 3% |

For California issued contracts, the Surrender Charges are as follows:

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 |
|---|--------|--------|--------|--------|--------|--------|--------|--------|
| ĺ | 8% | 7.45% | 6.5% | 5.5% | 4.55% | 3.55% | 2.55% | 1.5% |

For AK, CT, DE, HI, MN, MO, NV, NJ, OH, OK, OR, PA, SC, TX, UT, VA, WA issued contracts, the Surrender Charges are as follows:

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 9% | 8.5% | 7.5% | 6.5% | 5.5% | 4.5% | 3.5% | 3% |

Surrender charges allow the Company to invest long-term, and in turn, generally credit higher yields.

Surrender charges and Interest Adjustments on IRS-Required Minimum Distributions that exceed the 10% penalty-free amount are waived by current company practice*.

*A feature offered "by current company practice" is not a contractual guarantee of this annuity Contract and can be removed or changed at any time.

See next page for Interest Adjustment.

Interest Adjustment (also known as Market Value Adjustment):

The MNL Endeavor 8 includes an Interest Adjustment that is applied only during the surrender charge period to full surrenders and to any partial surrender in excess of the applicable penalty-free partial surrender amount. This adjustment may decrease or increase the Surrender Value or partial surrender depending on the change in the interest rates or the Index Value of the Interest Adjustment during the period since you purchased this annuity.

Example of Interest Adjustment (Market Value Adjustment-MVA) Formula

The Interest Adjustment will be calculated by multiplying the portion of any full or partial surrender that exceeds any available penalty-free withdrawal amount before the reduction for any surrender charge by the formula* described below.

*The Interest Adjustment Factor is: $(i_0 - i_t - ADJ) x (T)$

| In all states except those listed to the right the key below applies: | In AK, CT, DE, HI, MN, MO, NV, NJ, OH, OK, OR, PA, SC, TX, UT, VA and WA the key below applies: |
|---|--|
| i₀ = The current interest rate when the contract was issued. i_t = The current interest rate offered for new contracts at time of the partial or full surrender. ADJ = 0.005 (in all states other than those specifically noted) = 0.0025 (in FL) = 0.0000 (in IN) | i₀ = The Index Value of the Market Adjustment External Index on the issue date of the annuity Contract. i_t = The Index Value of the Market Value Adjustment External Index at the time of partial or full surrender. ADJ = 0.000 |
| In all states above other than California the amount of the Interest Adjustment will never exceed the total interest credited to the Accumulation Value since issue, less the sum of the absolute values of all Interest Adjustments on prior partial surrenders (i.e. all adjustments positive or negative added together). | The amount of the Market Value Adjustment will never exceed the lesser of a) the total interest credited to the Accumulation Value since issue, less the sum of the absolute values of all Market Value Adjustments on prior partial surrenders (i.e. all adjustments positive or negative added together), or b) the applicable surrender charge. |
| In California, the amount of the Interest Adjustment will never exceed the lesser of a) the applicable surrender charge or b) 0.50% of the Accumulation Value at the time of the surrender. | |
| T = Time in years as follows: number of days from the date of year divided by 365; plus whole number of years remaining | |
| Lower interest rates at time of issue may result in less opportunity for a positive Interest Adjustment in future contract years. In certain rate scenarios at the time of issue, it may not be possible to experience a positive Interest Adjustment. | |

See the "Understanding the Market Value Adjustment" brochure for more information.

Death Benefit

The Death Benefit is payable upon the death of the first owner, unless the sole beneficiary is the owner's spouse and he or she elects to continue this Contract under its spousal continuance provisions. If there are joint annuitants, and an annuitant who is not also the contract's owner dies, the death benefit will be paid upon the death of the second annuitant.

The Death Benefit equals the Accumulation Value or the Minimum Surrender Value as defined in the contract, whichever is greater. The beneficiary may choose to receive the Death Benefit in either a lump sum or a series of income payments.

A death benefit is not available if an annuity payout option has been elected.

Transfer Options

You may elect to transfer your values between the Fixed Account and Index Account options. You may also elect to transfer between crediting methods within the Index Account options on an annual basis. By current company practice*, you will have 30 days following each contract anniversary to reallocate. Transfers are not allowed until your first contract anniversary. Based on current tax laws, transfers between options will not be taxable or subject to surrender penalties. Please refer to your Endeavor 8 Additional Benefits Specifications Page, found in your Contract, for minimum transfer amounts.

Subsequent Premiums

All subsequent premiums will be credited a fixed interest rate until the next contract anniversary. This interest rate will be declared at the time the subsequent premium is received. On each contract anniversary, Midland National will allocate any premium received since the prior contract anniversary according to your most recent instructions.

LIQUIDITY FEATURES

Certain withdrawals before age 59½ may be subject to a 10% IRS penalty.

Penalty-Free Withdrawals

Once per year after the first anniversary, you may take a penalty-free withdrawal (also known as Penalty-Free Partial Surrender), without Surrender Charges or Interest Adjustment, up to 10% of your Accumulation Value.

Nursing Home Confinement Waiver

(Not available in all states)

After the first Contract Anniversary, if the annuitant becomes confined to a qualified nursing home facility for at least 90 consecutive days, we will increase the penalty-free withdrawal amount by 10% of the Accumulation Value each year while the annuitant is confined. This waiver is only available for issue ages 75 and younger and is automatically included with your annuity at no additional charge.

Required Minimum Distributions

By current company practice*, Required Minimum Distributions (RMD) that exceed the 10% penalty-free amount may be withdrawn without a Surrender Charge or Interest Adjustment.

Annuity Payout Options

In all states except Florida, you may select an annuity payout option at any time. If selected during the Surrender Charge period, your payout will be based on the Surrender Value. Available payout options include Life Income, Life Income with Period Certain, Joint and Survivor Income and Income for a Specified Period or Amount.

By current company practice*, you may receive an income from the Accumulation Value after the first contract year (without Surrender Charges or Interest Adjustment) if you choose a Life Income Option. You can also receive an income based on the Accumulation Value if your annuity has been inforce for at least five years and you elect to receive payments over a five-year period.

For **Florida**:

You may select an annuity payout option based on the Accumulation Value at any time after the first contract year. Available payout options include Life Income, Life Income with a 10-Year or 20-Year Period Certain, Joint and Survivor Life Income and Joint and Survivor with a 10-Year or 20-Year Period Certain.

Once a payout option is elected, it cannot be changed and all other rights and benefits under the annuity end.

^{*}A feature offered "by current company practice" is not a contractual guarantee of this annuity Contract and can be removed or changed at any time.

Additional Information

The Endeavor 8 is not a registered security, does not directly participate in stock or equity investments and the Indexes do not include dividends. Past index performance is not intended to predict future performance. Under current law, annuities grow tax-deferred. Annuities may be subject to taxation during the income or withdrawal phase. The tax-deferred feature is not necessary for a tax qualified retirement account. For purchase as a qualified retirement account, you should consider whether other features, such as the Death Benefit, lifetime annuity payments and riders will help meet your needs. Before purchasing this Contract you should obtain competent advice regarding the tax treatment of the Contract. Neither Midland National, nor any agents acting on its behalf in the sale of this product, should be viewed as providing legal, tax or securities advice.

Index Account Calculations

The following hypothetical examples are provided as a general explanation of how the Annual Point-to-Point Crediting Option is calculated and how interest may be credited under three scenarios. These examples assume: initial premium of \$10,000, a beginning index value of 1000 for the S&P 500®, an Annual Point to Point Index Cap Rate of 5% and no withdrawals.

Annual Point-To-Point With Index Cap Rate (APP Cap) Crediting Method:

This crediting method measures the index growth using two points in time in the contract year; the beginning index value and the ending index value. Index linked gains are calculated based on the difference between these two values. The index growth, if any, is then subject to an Index Cap Rate. The annual Index Credit will never be less than zero, and will not be more than the Index Cap Rate. Index growth is calculated as follows:

Index Return = Ending Index Value - Beginning Index Value

Beginning Index Value

Index Credit = (Index Return, not to exceed Index Cap Rate) x Initial Premium

Index Account Value = Initial Premium + Index Credit

| EXAMPLE: S&P 500® Index Account | SCENARIO A: Above Average Return | SCENARIO B: Average Return | SCENARIO C: Negative Return |
|------------------------------------|-------------------------------------|-------------------------------|--|
| Index Return = | 1,200 – 1,000 = 20%* | 1,040 - 1,000 = 4%* | $\frac{900 - 1,000}{4.000} = -10\%^{**}$ |
| | 1,000 | 1,000 | 1,000 |
| Index Credit = | $(0.05) \times 10,000 = 500$ | (0.04) x \$10,000 = \$400 | (0.0) x \$10,500 = \$0** |
| Index Account Value = | \$10,000 + \$500 = \$10,500 | \$10,500 + \$400 = \$10,400 | \$10,000 + \$0 = \$10,000 |

^{*} Cannot exceed the Annual Point-to-Point Index Cap Rate. **The Index Credit will never be less than zero.

Minimum Surrender Value

(Hypothetical example assumes an annuity contract with an 8-year Surrender Charge schedule and an initial premium of \$10,000, and no partial withdrawals):

End of

Yr 1: \$8,837.50 Yr 3: \$9,015.13 Yr 5: \$9,196.33 Yr 7: \$9,381.18 Yr 2: \$8,925.87 Yr 4: \$9,105.28 Yr 6: \$9,288.30 Yr 8: \$9,474.99 This page left intentionally blank.
Please see pages 8 and 10 for acknowledgement, election and signatures.

Agent Instructions: Page 8 and 10 must both be signed.

Return page 10 to the Home Office with the Applicant's original signature.

Retain a permanent copy in your file. Leave pages 1-8 with signatures with the Applicant.

MNL Endeavor 8 Applicant Authorization and Acknowledgement Statements:

By initialing and signing below, I certify that:

- I have read this Annuity Disclosure and have been provided a brochure that explains the Annuity Product's benefits, features and limitations.
- The features of this Annuity Product have been explained to me by the Agent.
- I understand that this Contract is not effective and interest does not begin to accrue until the date the annuity becomes effective, not the date premium is submitted or received by the Company.
- I understand my agent will receive a commission for the sale of this Contract.
- I understand I should consult my tax advisor about possible tax implications related to the purchase of this Contract and its
 features.

| Owner(s) Initials REQUIRED in Box Above | My initials confirm that: The MNL Endeavor 8 annuity is a long-term contract and a Surrence Interest Adjustment (if applicable in my state) will apply during the to any full surrender or any partial surrender taken that exceeds the amount. I have reviewed pages 3-4 of this Disclosure and affirmatively acknowledges Interest Adjustment Formula applicable based on the state of issue. | 8-year Surrender Charge Period e penalty-free partial surrender owledge the Surrender Charges and |
|---|---|---|
| | | |
| | mark an "X" in the box to the left if your agent provided you with a Midlan deavor 8. By checking this box an illustration will also be provided along | |
| shown, other that and understand | n aware that an Annuity Buyer's Guide is available on the Company webs an the guaranteed minimum values, are not guarantees, promises, or we the intent of this Annuity Product and agree that it meets my needs. I ha or living and other related expenses, and this Contract is suitable for my | arranties. I have reviewed the features ave assessed my financial situation, |
| | | |
| | Annuitant's/Owner's Original Signature | п п п |
| | Joint Owner's Original Signature | Date Signed (mm/dd/yyyy) |
| | ledgement: By signing below, I certify that the product brochure and Coe applicant. A copy of this signed disclosure was provided to the applican | |



guaranteed elements.

| Not FDIC/NCUA Insured | Not A Deposit Of A Bank | Not Bank Guaranteed |
|-----------------------|----------------------------|---------------------|
| May Lose Value | Not Insured By Any Federal | Government Agency |

Date Signed (mm/dd/yyyy)

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of the applicant and an assessment of the stated goals of the applicant. I have provided or directed the applicant to the Annuity Buyer's Guide on the Company website. I certify that I believe this product to be appropriate for the applicant based on his or her individual needs. I have discussed this product with the applicant and have not made any statements which contradict the materials provided to the applicant. I have not made any promises or given any assurances about the future value of any non-

Agent's Original Signature

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Please see pages 8 and 10 for acknowledgement, election and signatures.

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- · The features of this Annuity Product have been explained to me by the Agent.
- I understand that this Contract is not effective and interest does not begin to accrue until the date the annuity becomes effective, not the date premium is submitted or received by the Company.
- I understand my agent will receive a commission for the sale of this Contract.
- I understand I should consult my tax advisor about possible tax implications related to the purchase of this Contract and its features.

| Owner(s) Initials REQUIRED in Box Above | My initials confirm that: The MNL Endeavor 8 annuity is a long-term contract and a Surrender Challeterest Adjustment (if applicable in my state) will apply during the 8-year to any full surrender or any partial surrender taken that exceeds the penal amount. I have reviewed pages 3-4 of this Disclosure and affirmatively acknowled Interest Adjustment Formula applicable based on the state of issue. I understand a surrender during the Surrender Charge Period may result. | r Surrender Charge Period alty-free partial surrender lge the Surrender Charges and |
|---|--|---|
| | | |
| | nark an "X" in the box to the left if your agent provided you with a Midland Natio deavor 8. By checking this box an illustration will also be provided along with t | |
| shown, other that and understand | aware that an Annuity Buyer's Guide is available on the Company website. It is an the guaranteed minimum values, are not guarantees, promises, or warrantifithe intent of this Annuity Product and agree that it meets my needs. I have as or living and other related expenses, and this Contract is suitable for my finance. | es. I have reviewed the features sessed my financial situation, |
| | | |
| | Annuitant's/Owner's Original Signature | \Box |
| | Joint Owner's Original Signature | Date Signed (mm/dd/yyyy) |
| | edgement: By signing below, I certify that the product brochure and Company | y disclosure materials have been |



guaranteed elements.

| Not FDIC/NCUA Insured | Not A Deposit Of A Bank | Not Bank Guaranteed |
|-----------------------|----------------------------|---------------------|
| May Lose Value | Not Insured By Any Federal | Government Agency |

Date Signed (mm/dd/yyyy)

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Agent's Original Signature



Index Disclosure Supplement:

S&P Multi-Asset Risk Control 5% Excess Return Index (S&P MARC 5% ER)

(Please see your Annuity Disclosure for details.)

Thank you for considering a Fixed Index Annuity from Midland National[®] Life Insurance Company. Upon issue, this is an annuity contract between you and Midland National. It is an insurance contract filed with the state insurance department. Therefore, this contract is governed by state insurance laws and your state insurance department.

A Midland National Fixed Index Annuity contract offers you flexibility to choose how to allocate your premiums to determine the manner in which your contract will earn interest. You may earn Interest Credits by linking to an external index and by selecting from our various interest crediting methods or by allocating your premium to the Fixed Account. Midland National annuity products offer you, the customer, flexibility and choice in determining how you wish to have your contract premiums allocated. If you elect to place your premium in the Index Account, your Interest Credit will never be less than zero. If you elect to place your premium in the fixed account, a declared rate of interest will be credited each year.

A Midland National Fixed Index Annuity contains a minimum guaranteed interest rate, backed by the financial strength of Midland National. The fixed account minimum guaranteed interest rate is set at issue and guaranteed for the entire term of the contract.

If you elect to link your premiums and credited interest to an external index, your premiums are never invested directly in the external index. The investment performance of the external index that your premiums are linked to does not pass through to you as a security investment does. If it is a stock-based index you do not receive dividends. By linking to an external index you merely select the manner used to measure what your credited interest will be. You ultimately decide how to allocate your premiums and decide how interest credits to your contract will be calculated. It is critical you understand how the components of your Fixed Index Annuity work. There are two main aspects that factor in to determining the Interest Credits, the Index Account (Crediting Method) option and the index itself.

S&P Multi-Asset Risk Control 5% Excess Return Index Option

The S&P MARC 5% ER index is a multi-asset excess index that tends to create more stable returns through diversification, an excess return methodology, and by managing volatility. The index covers major asset classes which represent equities, U.S. Treasuries, gold, and cash. The index applies established rules to allocate amongst those asset classes. The S&P MARC 5% ER index value is available at the following website: http://us.spindices.com/indices/strategy/sp-marc-5-excess-return-index.

We reserve the right to add, remove or revise availability of the S&P MARC 5% ER index, or to substitute a different published benchmark should the Company, in its discretion, determine that the use of the S&P MARC 5% ER index no longer is commercially reasonable. The S&P MARC 5% ER index does not constitute a purchase of or direct investment in the index, or in the underlying components of the index. All references to S&P MARC 5% ER index values are used with the permission of S&P Down Jones Indices and have been provided for informational purposes only. S&P Dow Jones Indices accepts no liability or responsibility for the accuracy of the prices or the underlying components to which the prices may be referenced.

Annual Point-to-Point Index Account

The S&P MARC 5% ER index is available with the Annual Point-to-Point Index Account option. Annual Point-to-Point measures index growth using two points in time, the beginning index value and the ending index value for each contract year. Index-linked gains are calculated based on the difference between these two values on an annual basis. The index growth, if any, is then subject to an Index Margin that is subtracted to determine your interest credit. No Cap Rate is applied. The annual interest credit will never be less than zero.

Additional Options

We feel it's important to offer you several options to which you can allocate your premium. We also offer annual transfer options that give you the opportunity to re-allocate your Accumulation Value to the various Fixed and Index Account options on an annual basis. Please contact your agent or Midland National for additional information.



Index Disclosure Supplement:

S&P 500[®] Low Volatility Daily Risk Control 5% Index S&P 500[®] Low Volatility Daily Risk Control 8% Index

(Please see your Annuity Disclosure for details.)

Thank you for considering a Fixed Index Annuity from Midland National® Life Insurance Company. Upon issue, this is an annuity contract/certificate between you and Midland National. It is an insurance contract/certificate filed with the state insurance department and governed by state insurance laws and your state insurance department.

A Midland National Fixed Index Annuity contract/certificate offers you flexibility to choose how to allocate your premiums to determine the manner in which your contract/certificate will earn interest. A Fixed Index Annuity is not a direct investment in the stock market. It is a long term insurance product with guarantees backed by Midland National and provides the potential for interest to be credited based in part on the performance of specific indexes without the risk of loss of premium due to market downturns or fluctuations. Midland National annuity products offer you, flexibility and choices in determining how you wish to have your contract/certificate premiums allocated. You may earn Interest Credits by allocating to an external index and by selecting from various interest crediting methods or by allocating your premium to the Fixed Account. If you elect to place your premium in the Index Options your Interest Credit will never be less than zero. If you elect to place your premium in the Fixed Account a set rate of interest will be credited each year.

A Midland National Fixed Index Annuity contains a minimum guaranteed interest rate, backed by the financial strength of Midland National. The minimum guaranteed interest rate is set at issue and guaranteed for the life of the contract/certificate.

It is critical you understand how the components of your Fixed Index Annuity work. There are two main aspects that factor in to determining the Interest Credits; the Index Account (Crediting Method) option and the index itself. If you elect to allocate your premiums and credited interest to an external index, those values are never invested directly in the external index itself. The investment performance of the external index to which your contract/certificate premiums and credited interest are allocated does not pass through to you like a security investment. If it is a stock based index you do not receive dividends. By allocating to an external index you merely select the manner used to measure what your credited interest will be. You ultimately decide how to allocate your premiums and credited interest.

S&P 500® **Low Volatility Daily Risk Control 5% Index Option** – *Ask your sales representative for availability in your state.* The S&P 500 Low Volatility Index is a separate index, which measures performance of the 100 least volatile stocks in the S&P 500. The S&P 500 Low Volatility Daily Risk Control 5% Index strives to create stable performance through managing volatility to a 5% target (i.e. risk control) on the S&P 500 Low Volatility Index. The S&P 500 Low Volatility Daily Risk Control 5% Index adds an element of risk control by allocating between stocks, as represented by the S&P 500 Low Volatility Index, and cash. Because this index is managed to a volatility target, the index performance will not match the underlying performance of the S&P 500 Low Volatility Index (typically the volatility control tends to reduce the rate of negative performance and positive performance of the underlying S&P 500 Low Volatility Index – thus creating more stabilized performance).

Annual Point-to-Point with Index Margin Crediting Method – Ask your sales representative for availability in your state. The S&P 500 Low Volatility Daily Risk Control 5% Index uses the Annual Point-to-Point with Index Margin crediting method. Annual Point-to-Point measures index growth using two points in time; the beginning index value and the ending index value for each contract/certificate year. Index linked gains are calculated based on the difference between these two values on an annual basis. The Index change if any, is then subject to an Index Margin. The resulting final value will be the amount of interest credited (Interest Credit) at the contract/certificate anniversary.



S&P 500® **Low Volatility Daily Risk Control 8% Index Option** – *Ask your sales representative for availability in your state.* The S&P 500 Low Volatility Index is a separate index which measures performance of the 100 least volatile stocks in the S&P 500. The S&P 500 Low Volatility Daily Risk Control 8% Index strives to create stable performance through managing volatility to an 8% target (i.e. risk control) on the S&P 500 Low Volatility Index. The S&P 500 Low Volatility Daily Risk Control 8% Index adds an element of risk control by allocating between stocks, as represented by the S&P 500 Low Volatility Index, and cash. Because this index is managed to a volatility target, the index performance will not match the underlying performance of the S&P 500 Low Volatility Index (typically the volatility control tends to reduce the rate of negative performance and positive performance of the underlying S&P 500 Low Volatility Index – thus creating more stabilized performance).

Two-Year Point-to-Point with Index Margin Crediting Method – *Ask your sales representative for availability in your state.* The S&P 500 Low Volatility Daily Risk Control 8% Index uses the Two-Year Point-to-Point with Index Margin crediting method. Two-Year Point-to-Point measures index growth using two points in time; the beginning index value and the index value at the end of the 2-year term. Index-linked gains are calculated based on the growth between these two values less the annual Index Margin multiplied by two (which is the term length). The resulting final value will be the amount of interest credited (Interest Credit) at the end of the 2-year term.

Please call 1-877-858-1364 for additional details on the S&P 500 Low Volatility Daily Risk Control 5% Index and S&P 500 Low Volatility Daily Risk Control 8% Index.

We feel it's important to offer you, several options to allocate your premium. We also offer annual transfer options that give you the opportunity to re-allocate your Accumulation Value in the various options on an annual or biennial basis. Please contact your agent or Midland National for additional information. The S&P 500 Low Volatility Daily Risk Control 5% and S&P 500 Low Volatility Daily Risk Control 8% Index values are available at the website www.bloomberg.com and www.us.spindices.com under the ticker symbol SPLV5UT for the S&P 500 Low Volatility Daily Risk Control 5% and SPLV8UT for the S&P 500 Low Volatility Daily Risk Control 8%. For complete details on the S&P 500 Low Volatility Daily Risk Control 5% Index and S&P 500 Low Volatility Daily Risk Control 8% Index, reference our product brochures.

Index Disclosure Supplement:

S&P 500® Low Volatility Daily Risk Control 5% Index and 8% Index

(Please see your Annuity Disclosure for details.)

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