

Certification of Tax Exempt Organization

(For Use By Organizations Recognized as Tax-Exempt under IRC § 501(c))



Caution: Read carefully. Contains a waiver and release of liability.

Proposed Owner _____

Legal Name of Organization ("Organization") _____

EIN _____

APPLICANT MUST ATTACH COMPLETED IRS FORM W-9 AND CORPORATE RESOLUTION AUTHORIZING PURCHASE OF ANNUITY CONTRACTS.

What is your organizational type? (Please choose one. If none applies, this form cannot be used.)

- | | |
|--|---|
| <input type="checkbox"/> Charitable Organization-IRC 501(c)(3) | <input type="checkbox"/> Church / Religious Organization-IRC 501(c)(3) |
| <input type="checkbox"/> Cemetery Association-IRC 501(c)(13) | <input type="checkbox"/> Homeowners Association-IRC 501(c)(4) |
| <input type="checkbox"/> Non-Profit Club-IRC 501(c)(7) | <input type="checkbox"/> Civic & Business Leagues-IRC 501(c)(4) & (6) |
| <input type="checkbox"/> Labor Union-IRC 501(c)(5) | <input type="checkbox"/> Brotherhood / Fraternal Org. (providing charitable or community services)-IRC 501(c)(10) |
| <input type="checkbox"/> Credit Union 501(c)(14) | |

Will the annuity contract be used in connection with a non-qualified deferred compensation plan? ☐ Yes ☐ No

If yes, please complete the "Unfunded Non-Qualified Deferred Compensation Plan Acknowledgment form (form 16882Y).

NOTICE: We cannot accept as an annuity contract Owner partnerships, limited partnerships, limited liability companies (LLCs) limited liability partnerships (LLPs), unincorporated associations, cooperatives (Co-Ops), or other similar Ownership structures. This form should only be used where the proposed Owner is an Internal Revenue Code § 501(c) tax exempt organization.

In connection with and in consideration for the issuance of one or more annuity contracts by Midland National® Life Insurance Company ("Company"), the Organization certifies and agrees as follows:

- A. The Organization is an Internal Revenue Code § 501(c) tax-exempt entity, and it has and will continue to comply with all Internal Revenue Service ("IRS") rules in order to maintain the Organization's tax-exempt status for the full duration of the annuity contract. The Organization will provide to Company a signed IRS form W-9 confirming its tax-exempt status. The Organization also agrees to provide promptly a new signed IRS form W-9 and any other IRS forms that the Company requests in order to satisfy its tax reporting and other obligations under U.S. tax laws. The Organization will promptly notify Company if the Organization's tax-exempt status should change.
- B. Based upon the Organization's representation that it is a tax-exempt entity under current U.S. tax law rules, Company does not intend to provide any annual tax reporting of interest credits or other annuity contract gains for the annuity contract. However, Company may issue an IRS form 1099-R upon surrender, a withdrawal of funds, assignment, or in other circumstances, if such reporting is deemed necessary by the Company under IRS rules.
- C. Neither Company nor any of its agents/representatives, officers, or employees has made to the Organization any representations regarding the potential tax liabilities or implications associated with the purchase of the annuity contract. The Organization agrees that it independently made a determination as to the suitability of the annuity contract for its purposes as well as the potential tax liabilities or implications which may result from the purchase of the annuity contract, and certifies that the Organization has had the opportunity to consult with its own independent qualified tax, legal, and financial advisors regarding the purchase of the annuity contract. The Company may conduct its own evaluation as to suitability of the purchase of the annuity contract consistent with any requirements that may be imposed under state or federal law and may reject any application to purchase the annuity contract based upon its own review, if conducted. The Organization expressly waives any claims against Company and its agents/representatives, officers, and employees related to the purchase of the annuity contract, and fully releases from liability Company and its agents/representatives, officers, and employees from any such claims.



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- D. The annuity contract is being purchased for reasons other than tax-deferred accumulation.
- E. The annuity contract will be a non-qualified annuity.
- F. The Organization must be designated as the sole annuity contract Owner. Except as authorized by the Company, the annuity contract can be assigned or otherwise transferred only to another Internal Revenue Code § 501(c) organization of a type identified on this form.
- G. The Annuitant must be a natural person affiliated with the Organization as an officer or director, must be designated as irrevocable at the time of issue, and cannot be changed after the annuity contract is issued.
- H. The Organization must be designated as the Beneficiary at the time of issue. The Organization assumes all responsibility for any tax consequences that may arise due to any change in Beneficiary occurring after the annuity contract is issued. The death benefit provided under the annuity contract will be paid to the Beneficiary upon the death of the last surviving Annuitant (whether provided as a lump sum or through payments permitted under the distribution rules contained in the annuity contract) and any taxes on the death benefit proceeds will be reported upon disbursement.
- I. Should the annuity contract be annuitized, or if periodic payments are elected pursuant to an income rider, all such periodic payments will be based on the age of the Annuitant. Further, all such periodic payments will be made to the Annuitant, unless otherwise directed by the Organization.
- J. All statements, correspondence, and information will be provided only to the Organization or its properly designated representative.
- K. The Organization's application is subject to review and approval by the Company.

By signing below, we acknowledge receipt of this Certification and agree to its terms. The undersigned represents, warrants, and certifies to Company and its affiliates that:

- (i) the undersigned is duly authorized to sign this Certification on behalf of the Organization identified above;
- (ii) the undersigned has full authority to act on behalf of the Organization to execute this Certification and any applications, forms (including tax forms), authorizations, disclosures, or other documents in connection with the Ownership of the annuity contract; and
- (iii) the Company may rely solely on this Certification to determine that the Organization is duly organized, validly existing and in good standing with all applicable laws; and
- (iv) the Company may rely solely on the signature(s) of the persons designated as authorized persons herein for the exercise of any rights under the annuity contract.

Printed Name of Annuitant	Affiliation with Organization (President, Board Member, etc.)
Signature of Annuitant	Signature Date
Printed Name of Authorized Person Signing as Owner (Cannot be the Annuitant of the annuity contract.)	Affiliation with Organization (President, Board Member, etc.) (Cannot be the Annuitant of the annuity contract.)
Signature of Authorized Person Signing as Owner	Signature Date



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