

#### Individual Annuity Application Mail to: P.O. Box 79907, Des Moines, IA 50325-0907

Mail to: P.O. Box 79907, Des Moines, IA 50325-0907 Overnight to: 4350 Westown Pkwy, West Des Moines, IA 50266

Annuitant
Gender: Male Female U.S. Citizen: Yes No
First Name MI Last Name Social Security Number/TIN
Street Address (P.O. Boxes are not allowed) <sup>1</sup> Birth Date (mm/dd/yyyy)
City State Zip Phone
Joint Annuitant (if applicable must be spouse of annuitant)
Gender: ☐ Male ☐ Female U.S. Citizen: ☐ Yes ☐ No
First Name MI Last Name Social Security Number/TIN
Address and Phone Number Same as Annuitant  Street Address (P.O. Boxes are not allowed) <sup>1</sup> Birth Date (mm/dd/yyyy)
Silect Address (r.o. boxes are not allowed)
Ott. 7tr. Phone
City State Zip Phone
Owner (if different than annuitant)  Gender:   Male   Female
First Name MI Last Name Birth Date (mm/dd/yyyy)
If the owner is a Trust you must complete and submit the Certificate of Trust Agreement form with this application.
Trust/Corporation Name Trust Date (mm/dd/yyyy)
Street Address (P.O. Boxes are not allowed) <sup>1</sup> SSN/TIN/Employee ID No.
City State Zip Phone
Joint Owner (if different than joint annuitant)
Gender: Male Female
First Name MI Last Name Social Security Number/TIN
Address and Phone Number Same as Owner  Street Address (RO. Reven are not allowed)
Street Address (P.O. Boxes are not allowed) <sup>1</sup> Birth Date (mm/dd/yyyy)
City State Zip Phone

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**Owner's Beneficiary Designation**<sup>2</sup> - For individual owners, the death benefit is payable to the owner's primary beneficiary. If the owner's primary beneficiary is no longer living at the time of the owner's death, the owner's contingent beneficiary will receive the death benefit.

For joint owners, the death benefit is payable on the death of the first owner (except in cases of spousal continuance) and the surviving joint owner is the designated sole primary beneficiary. Name only contingent beneficiaries below.

Please designate if you want the beneficiary designation to be Per Stirpes or Per Capita. If an election is not made then by default it will be Per Capita. Per Stirpes designations require a listing of the children on a separate sheet of paper that is signed and dated. The list must include the children's names, addresses, phone numbers, dates of birth and social security numbers.

- Per Stirpes definition: A common way of distributing proceeds where if one or more beneficiaries has died, his or her children share equally in his or her share of the proceeds.
- Per Capita definition: Proceeds are split amongst the beneficiaries that survive the owner/annuitant. If one of the beneficiaries does not survive the owner/annuitant then the remaining beneficiaries receive the proceeds split equally.

☐ Primary ☐ Contingent │ ☐ Per Sti	rpes 🗌 Per Capita	
First Name	MI Last Name	Social Security Number/TIN
Birth Date (mm/dd/yyyy)	Relationship to Owner Phone	Number
Beneficiary's Mailing Address (must be com	pleted)	Percentage <sup>3</sup>
City	State	Zip Code
☐ Primary ☐ Contingent │ ☐ Per Sti	rpes 🗌 Per Capita	
First Name	MI Last Name	Social Security Number/TIN
Birth Date (mm/dd/yyyy)	Relationship to Owner Phone	Number
-   -		
Beneficiary's Mailing Address (must be com	pleted)	Percentage <sup>3</sup>
City	State	Zip Code
Primary Contingent Per Sti	rpes 🗌 Per Capita	
First Name	MI Last Name	Social Security Number/TIN
Birth Date (mm/dd/yyyy)	Relationship to Owner Phone	Number
-   -		-     -
Beneficiary's Mailing Address (must be com	pleted)	Percentage <sup>3</sup>
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
City	State	Zip Code
	State	Zip Gode
☐ Trust⁴ ☐ Corporation ☐ Estate ☐ Ot	her	
Full Name		
		☐ Primary ☐ Contingent
Tax ID Number (TIN)	Trust Date (mm/dd/yyyy)	Percentage <sup>3</sup>
2. In order to verify beneficiary identification, a re	quest to obtain information will be sent to the Owner following issue	<u> </u>

3. Must equal 100%. 4. Certification of Trust Agreement form must be attached.



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the annuitant's death, death benefit proceed is payable upon the second death. If the annuitant is payable upon the second death.	- Complete this section only if the owner(s) and annuitant(s) is are payable to the annuitant's primary beneficiary. If there are juitant's primary beneficiary is no longer living at the time of the abenefit proceeds. If an election is not made then by default it will	oint annuitants, the death benefit unnuitant's death, the annuitant's
☐ Primary ☐ Contingent ☐ Per Sti	rpes 🔲 Per Capita	
First Name	MI Last Name Soci	al Security Number/TIN
Birth Date (mm/dd/yyyy)	Relationship to Annuitant Phone Numb	er
		-
Beneficiary's Mailing Address (must be com	pleted)	Percentage <sup>3</sup>
		%
City	State	Zip Code
☐ Primary ☐ Contingent ☐ Per Sti	rpes 🔲 Per Capita	
First Name	•	al Security Number/TIN
Birth Date (mm/dd/yyyy)	Relationship to Annuitant Phone Numb	er
		-
Beneficiary's Mailing Address (must be com	pleted)	Percentage <sup>3</sup>
		%
City	State	Zip Code
☐ Primary ☐ Contingent │ ☐ Per Sti	rpes 🔲 Per Capita	
First Name	MI Last Name Soci	al Security Number/TIN
Birth Date (mm/dd/yyyy)	Relationship to Annuitant Phone Numb	er
-   -   -   -   -   -   -   -   -   -		-
Beneficiary's Mailing Address (must be com	pleted)	Percentage <sup>3</sup> %
City	State_	Zip Code
☐ Trust <sup>4</sup> ☐ Corporation ☐ Estate ☐ Ot Full Name	her	
		Primary Contingent
Tax ID Number (TIN)	Trust Date (mm/dd/yyyy)	Percentage <sup>3</sup> %
2. In order to verify beneficiary identification, a re-	quest to obtain information will be sent to the Owner following issue of the	e contract.

3. Must equal 100%. 4. Certification of Trust Agreement form must be attached.



#### Verification of Identity

Note: The licensed representative must complete this section before submitting to the home office.

Owner: If Owner is a Natural Person, complete question 1. If Owner is a Trust or Business/Corporation, complete questions 1 and 2. 1. Natural Person/Trust Accounts (trustee information): Representative: Please indicate the form of ID presented and used to verify this owner's identity. Expired IDs are not acceptable. a. U.S. Citizen Resident Alien – Country of Citizenship: b. Driver's License ☐ State-Issued ID ☐ Military ID ☐ Passport Alien Registration Card c. State Number Country Exp. Date d. Occupation **Employer Name** Years Employed Retired 2. Non-Natural/Business or Corporation: a. Trust Agreement Certificate of Incorporation b. State Country Joint Owner: If Owner is a Natural Person, complete question 3. If Owner is a Trust or Business/Corporation, complete questions 3 and 4. 3. Natural Person/Trust Accounts (trustee information): Representative: Please indicate the form of ID presented and used to verify this owner's identity. Expired IDs are not acceptable. Resident Alien – Country of Citizenship: b. Driver's License ☐ State-Issued ID ☐ Military ID ☐ Passport Alien Registration Card c. State Country Number Exp. Date

**Employer Name** 

#### 4. Non-Natural/Business or Corporation:

d. Occupation

a.		Trust Agreement		Certificate of	f Incorporation
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b. State Country							



Retired

Years Employed

Product Selection:	
If electing Optional Benefit Riders an additional form(s) may be req	uired.
Tax Status  ☐ Non-Qualified ☐ Roth IRA ☐ SEP IRA ☐ IRA ☐ TSA/403(b) ☐ Non-Qualified Stretch (form required)	) Inherited IRA (form required)
Complete if applicable - Contribution intended for the Tax Year:	
Premium Contract funded by:  Check - Amount \$	Direct Transfer - Amount \$  (Example: Qualified funds - IRA to IRA, Non-Qualified funds-CD or Mutual Fund to a Midland National Annuity.)
1035 Exchange - Amount \$ Must be payable to Midland National Life Insurance Company	Qualified Rollover - Amount \$ (Example: Qualified funds - 401(k) or qualified pension plan to a Midland National IRA Annuity.)
Salary Reduction - Amount \$	per pay period (example: TSA)
Transfers Involving Multiple Checks: I have recently applied for a Midland National annuity with the plan type either through a personal check, Section 1035 Exchange, Qualified or No	reflected above. This annuity is being funded with more than one premium on-Qualified transfer.
the annuity is index linked, the initial index will be set on the effective will be applied to the fixed account until the contract anniversary. (The	ements): I would like my contract issued with the first funds received. If e date of the annuity. I understand that any additional deposits after issue his option is not available for single premium contracts or Inherited IRAs.) unds received. I understand that my interest will be credited from the date I index will be set on the effective date of the annuity.
	annuity contract, please complete any state required replacement forms. printed sales material used in the sale of this product. Please retain all such
1. Do you have any existing or pending life insurance or annuity contracts	
2. Will this annuity replace or change any existing life insurance or annuity	
If you answered "yes" to #2, please provide company name and contract Company Name:	
Contract Number:	



#### Fraud Warnings and Other Disclosures

Any person who knowingly presents false statement in an application for insurance maybe guilty of a criminal offense and subject to penalties under state law. **Financial Institution Disclosure:** Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association.

#### **Owner's Statement**

All statements made in this application are true to the best of my/our knowledge and belief, and I/we agree to all terms and conditions as shown on this application. All statements and descriptions in this application are deemed to be representations not warranties. I/We further agree that this application shall be a part of the annuity and that the Annuitant is aware that he/she was designated as Annuitant. I understand that if I am applying for a Fixed Indexed Annuity that while the values of the contract may be affected by an external index, the annuity does not directly participate in any stock or equity investments. I understand that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties. I understand that if the contract being applied for contains an Interest Adjustment (also known as a Market Value Adjustment), the benefits and values of this contract may increase or decrease. Amounts payable under the contract being applied for will be subject to a Market Value Adjustment (if applicable) when the contract is surrendered or a partial surrender above the free surrender amount is taken prior to the date specified in the contract. Tax payer ID Certification - Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (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 that I am subject to backup withholding, and 3. I am a U.S. Person (including an US Resident Alien). 4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

#### **Applicant/Owner Signature**

By Signing this form, I certify that the information provided is accurate. I understand that Midland National Life Insurance Company will use this information to attempt to verify my identity. Midland National may request a copy of the articles of incorporation, trust certification or other similar documents solely for the purpose of attempting to verify my identity as required by federal law.

Owner's Signature	Joint Owner's Sig	gnature	Spouse's Signature <sup>5</sup>	
Signed at City:	State	Date Signed	] -	
Owner's Fmail Address		loint Owner	's Fmail Address	

5. If your spouse is not listed as 100% primary beneficiary and a spousal signature is not provided, you are stating that you are not married. If this transaction is subject to a community property interest, we strongly recommend that you obtain your spouse's signature on the line above to document his/her consent to this transaction. States that recognize community property interests in property held by married persons include Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin. You understand and agree that Midland National may presume that no community property interest exists if you have not obtained your spouse's signature above. Further, you understand and agree that Midland National has no duty to inquire further about any such community property interest. As a result, you agree to indemnify and hold Midland National harmless from any consequences relating to community property interests and this transaction. Please note that the term "spouse" includes domestic partner or other partner as permitted by civil union, domestic partnerships, or similar law.



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] No
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tely as supplied by the entation. I also attest that erstand that any subsequent is being submitted after sed this product with the eve not made any promises or Agent Use Only®  A B C D D
Agent Use Only <sup>6</sup>
Agent Use Only <sup>6</sup> A □ B □ C □ D □
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Agent Use Only <sup>6</sup> A B C D





4350 Westown Parkway West Des Moines, IA 50266 www.MidlandNational.com



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### 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 6 and 8 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

For the state of: Massachusetts

The MNL Endeavor® 8 is issued in Massachusetts by Midland National® Life Insurance Company, West Des Moines, IA on form AS124A20.2 (contract), AR153A20, AR154A20, AR158A, AR160A, AR163A20-1, AR227A20, AR277A20, AR324A20 and AR327A20 (riders/endorsements).

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:

- Annual Point-to-Point Crediting Method with Index Cap Rate
- Annual Point-to-Point Crediting Method with Index Margin
- Annual Point-to-Point Crediting Method with Participation Rate
- Annual Point-to-Point Crediting Method with Threshold Participation Rate
- Monthly Point-to-Point Crediting Method with Index Cap Rate
- · Inverse Performance Trigger Crediting Method

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, including the Base and Enhanced Participation Rate and the Index Return Threshold, and Declared Performance Rate.

#### Threshold Participation Strategy

A Participation Rate is the percentage of any index gain that will be credited to the contract as an interest credit. The Threshold Participation Strategy (or Annual Point-to-Point with Threshold Participation Rate) may credit interest using both a Base Participation Rate and an Enhanced Participation Rate. The index-linked gain is compared to the declared Index Return Threshold. If the gain is less than or equal to the Index Return Threshold, the Base Participation Rate is applied to determine the interest credited. If the gain exceeds the Index Return Threshold, the Base Participation Rate is applied to the portion of the gain up to and including the Index Return Threshold and the Enhanced Participation Rate is applied to the portion of the gain that exceeds the Index Return Threshold. The Index Return Threshold, the Base Participation Rate, and the Enhanced Participation Rate are each declared annually at the Company's discretion.

Each of these rates is guaranteed for the first contract year, and can change each year thereafter on the contract anniversary; never to be less than 5% for the Base Participation Rate and 10% for the Enhanced Participation Rate. At no time will the Index Return Threshold be set higher than the Maximum Index Return Threshold of 10%.

#### **Index Cap Rate**

An Index Cap Rate is an upper limit used to determine Interest Credits. The index Cap Rate applies to the Annual Point-to Point and the 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 and 0.25% for Monthly Point-to-Point.

#### **Index Margin**

The Index Margin is subtracted from any percent change in index value to determine any Interest Credit. It is guaranteed for the first year and declared annually thereafter at the Company's discretion. The maximum Index Margin is 15% for the Annual Point-to-Point with Index Margin 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.

#### **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%.

#### **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.

#### **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:

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
10%	10%	10%	10%	9%	8%	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 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 depending on the change in interest rates during the period since you purchased this annuity. 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.

#### **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:  $(i_0 - i_t - ADJ) x (T)$ 

 $i_0$  = The current interest rate when the contract was issued.

i, = The current interest rate offered for new contracts at time of the partial or full surrender.

ADJ = 0.005

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).

T = Time in years as follows: number of days from the date of the partial or full surrender to the end of the current contract year divided by 365; plus whole number of years remaining in the market value adjustment period.

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.

#### **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**

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.

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

<sup>\*</sup>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.

## 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 issuer I understand a surrender during the Surrender Charge Period may	8-year Surrender Charge Period e penalty-free partial surrender nowledge the Surrender Charges and
	nark an "X" in the box to the left if your agent provided you with a Midlar deavor 8. By checking this box an illustration will also be provided along	
shown, other that and understand	aware that an Annuity Buyer's Guide is available on the Company web an the guaranteed minimum values, are not guarantees, promises, or w the intent of this Annuity Product and agree that it meets my needs. I h 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	
	Joint Owner's Original Signature	Date Signed (mm/dd/yyyy)
		G (,
presented to the of the applicant	edgement: By signing below, I certify that the product brochure and Co applicant. A copy of this signed disclosure was provided to the applica and an assessment of the stated goals of the applicant. I have provided in the Company website. I certify that I believe this product to be approp	nt after an examination of the interests I or directed the applicant to the Annuity



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

2422010

Date Signed (mm/dd/yyyy)

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

This page left intentionally blank.
Please see pages 6 and 8 for acknowledgement, election and signatures.

# **Agent Instructions:** Page 6 and 8 must both be signed. Return page 8 to the Home Office with the Applicant's original signature.

Return page 8 to the Home Office with the Applicant's original signature. Retain a permanent copy in your file. Leave pages 1-6 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 Surrend 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 and the state of issue.  I understand a surrender during the Surrender Charge Period may the sur	8-year Surrender Charge Period e penalty-free partial surrender owledge the Surrender Charges and
	nark an "X" in the box to the left if your agent provided you with a Midland deavor 8. By checking this box an illustration will also be provided along t	
shown, other that and understand	aware that an Annuity Buyer's Guide is available on the Company webs an the guaranteed minimum values, are not guarantees, promises, or wa 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	rranties. I have reviewed the features ve assessed my financial situation,
	Annuitant's/Owner's Original Signature	
	Joint Owner's Original Signature	Date Signed (mm/dd/yyyy)
	ledgement: By signing below, I certify that the product brochure and Cole 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)

**2 4 2 2 0 1** 2422010

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



#### **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<sup>®</sup> 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<sup>®</sup> Low Volatility Daily Risk Control 5% Index S&P 500<sup>®</sup> 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 <a href="https://www.bloomberg.com">www.bloomberg.com</a> 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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# Fixed Index Annuity Allocation Form MNL Endeavor®



Mail to: P.O. Box 79907, Des Moines, IA 50325-0907

Instructions: Make sure all allocations equal 100	percent, and co	omplete all applicable signatures.		
Monthly Point-to-Point (subject to an Index Cap Rate S&P 500® Index	%	Annual Point-to-Point (subject to an Index Margin S&P 500° Low Volatility Daily Risk Control 5% Index	n)	
Nasdaq-100 <sup>®</sup> Index	%	S&P Multi-Asset Risk Control % Excess Return Index (S&P MARC 5% ER)*		
Annual Point-to-Point (subject to an Index Cap Rate)		Annual Point-to-Point (subject to a Participation Ra		
S&P 500 <sup>®</sup> Index	<u> </u>	S&P 500 <sup>®</sup> Index	(iii) %	
DJIA®	%	S&P Multi-Asset Risk Control 5% Excess Return Index (S&P MARC 5% ER)*	<b></b>	
S&P MidCap 400® Index	%	Annual Point-to-Point – Threshold Participation (subject to Base and Enhanced Participation Rates		
Russell 2000® Index	<u> </u>	S&P 500° Low Volatility Daily Risk	,	
Nasdaq-100 <sup>®</sup> Index	%	Control 5% Index*	<u> </u>	
EURO STOXX 50 <sup>®</sup>	<u> </u>	Inverse Performance Trigger (subject to a Declared Performance Rate)		
Hang Seng Index	%	S&P 500 <sup>®</sup> Index	%	
		Fixed Account	%	
* Not available in all states. Ask your sales representative for availability in your state.  **403(b) loans can only be taken from funds allocated to the fixed account, if 403(b) is allowed on your Contract.  Allocation percentages must be whole number and equal 100%.				
Signatures				
Signed at: City		State State	1	
Owner signature:		Date:	] -	
Joint owner signature:		Date:	] -	
Agent/representative signature:		Date:	]	

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## 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company							
Business Address	Mailing Addre	ess			Overnight	Address	
This form can be used to accomplish a <b>FULL</b> or a <b>PARTIAL Exchange</b> of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for <b>Transfers of Funds and Direct Rollovers</b> . Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.						nformation concerning tion, and if applicable,	
If you are considering a replacement you including, if available, an in force illustrat information is requested your existing comp existing carrier for additional information.	ion, policy s	summary,	premiur	m payment am	nounts or	the produc	t prospectus. If the
Complete one form for each surrendering	company a	nd contra	ct. Ple	ase apply fund	ls to:		
New / Existing Contract Number:			R	eceiving Carrie	er DTCC		
Without this contract number, the funds will	he applied to	a new cor	ntract			(for N	floney Settlement)
				41 6	- 4 4 '4		
The receiving company may not accept the	excnange / ro	ollover / tra	anster it	the funds do no	ot meet it	s minimum p	oremium requirements.
1. SURRENDERING COMPANY POLICY /	ACCOUNT /	CONTRA	CT INF	ORMATION			
Surrendering Company Name (Complete one form	n for each surr	endering co	ompany)	Surrendering Co	ompany A	ccount / Policy	/ Contract Number
Street Address Line 1			Address	Line 2			
City	State Zip Phone Number Ext			rt			
Surrendering Plan Type (Non-Qualified, IRA, Roth	n IRA, etc.) S	Surrendering Life, Annuity	g Produc y, CD, M	t Type F, Other, etc.)		Estimated Am	nount of Transfer
Owner (First, Middle, Last) / Entity Name	I				I.		curity Number / Tax ID #
Joint Owner Name (First, Middle, Last) - Please c	onfirm the avai	ilability of th	ese opti	ons with the Rece	eiving Com	npany	Social Security Number
Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only)  Social Security Number					Social Security Number		
Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.  Social Security Number					Social Security Number		
Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.  Social Security Number					Social Security Number		
2. TRANSFER / ROLLOVER / 1035 EXCH	IANGE SUR	RENDERI	NG INS	TRUCTIONS			'
☐ Full ☐ Partial \$		or	%				
□ Penalty Free Amount							
(This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)							
By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:							
□ As soon as possible after receipt of all necessary forms □ On a specific date:							
I / We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.							

#### 3. DISCLOSURES / ACKNOWLEDGMENTS

- I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.

Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.

I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.

- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VI. MAXIMUM ISSUE AGE DISCLOSURE An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.
- VII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- VIII. TRANSFER / EXCHANGE OF FUNDS INTO A TSA/403(B) The TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 5.
  - Authorization for a TSA/403(b) transfer / exchange to a TSA/403(b): This request is for the direct transfer / exchange of non-ERISA funds from the TSA/403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA/403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer / exchange. I acknowledge that the transferred / exchanged funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer / exchange.)
  - IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

	IMPER AFRICATION			
4. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION				
Under penalties of perjury, I certify				
<ol> <li>The number on this form is my and</li> </ol>	,			
notified by the Internal Reven		n backup withholding, or (b) I have not bee o withholding as a result of failure to report a bject to backup withholding; and		
3. I am a U.S. person (including a	a U.S. resident alien).			
	e been notified by the IRS that you are curr I interest and dividends on your tax return.	ently subject to backup withholding because	e	
4. I am exempt from Foreign Acc	ount Tax Compliance Act (FATCA) reporting	j.		
5. SIGNATURES				
exchange by phone or in writing. By	signing below, I represent that the responses h	equest information on the status of this transfer of herein are, to the best of my knowledge, accurate the ACORD 1035 Exchange / Rollover / Transfer	ate	
The Internal Revenue Service does required to avoid backup withhold		s of this document other than the certification	ns	
Signature Guarantee (if applicable)				
	Signature of Owner / Plan Administrator / Trustee / Custodian	Date (mm/dd/yyyy)		
	Signature of Joint Owner / Co-Trustee (if applicable)	Date (mm/dd/yyyy)		
	Signature of Insured / Annuitant (if applicable)	Date (mm/dd/yyyy)		
	og.aa.oo	2.00(		
	Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)		
	Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, (if applicable)	WA and WI only)  Date (mm/dd/yyyy)		
FOR TSA/403(b) TO TSA/403(b) TR	ANSFERS/EXCHANGES ONLY - EMPLOYER	THIRD PARTY ADMINISTRATOR SIGNATUR	₹E	
By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.				
a) I am authorizing this transfer / rollover request.				
b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.				
c) All information provided on this form is accurate.				
Print Name of Employer or Third Party Ad	Title of Employer or Third Party Administrator			
Signature of Employer or Third Party Adm	ninistrator	Date (mm/dd/yyyy)		

#### 6. SIGNATURES (For the receiving company's use only)

#### 6 A. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:	
The receiving company will deposit funds received into a:	

#### 6 B. eCONSENT AND ACKNOWLEDGMENT (Applies to eSignature Transactions Only)

To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- C. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (x) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (y) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

Print Name of Authorized Officer	Title of Authorized Officer		
Signature of Authorized Officer (if applicable - may not be required if LOA is used)		Date (mm/dd/yyyy)	



Check box to request yield index for cash value contracts.

## IMPORTANT NOTICE REGARDING REPLACEMENT OF LIFE INSURANCE READ CAREFULLY BEFORE PROCEEDING

This notice is required by the Commissioner of Insurance because you have indicated that you are buying a new life insurance policy or annuity and discontinuing or changing an existing one. Such a decision could be a good one, or a mistake. You will not know for sure until you make a careful comparison of your existing contract and the proposed replacement contract. Premiums alone are not determinative of low cost. Take the time to obtain and understand the facts.

We are required by law to notify your existing company that you may be replacing their contract.

Consider both sides before you decide. This way you can be sure you are making a decision that is in your best interest.

#### **CASH VALUE INSURANCE:**

To make a comparison of cash value contracts (contracts with loan or surrender values in addition to death protection), consideration must be given to each contract's cash values, premiums, coverage amounts and dividends, if any, over the life of the contract.

To simplify this task, you may wish to request from your existing insurance company and the company issuing the replacement contract yield index figures for 5, 10 and 20 years. The yield index is a percentage that represents an estimate of the interest rate the insurer projects you will earn on the savings portion of the cash value contract. The contract with the higher yield index will generally be the better buy.

The Yield Index Committee of the National Association of Insurance Commissioners in 1986 devised a method for calculating a yield index. In order to request this yield index information, merely check the box below and your request will be forwarded to both insurance companies.

You can also compare the cash values and/or surrender values listed in the replacing company's contract summary for the first five contract years with those in your current contract for the next five years. Low cash values or surrender values in early contract years are often the result of high expenses associated with issuing a new contract. If the replacement contract has low values in its early years, it will usually take longer for it to provide you with benefits that equal or exceed the benefits of your existing contract. In some cases, the replacement contract may provide benefits equal to those in your present contract.

#### TERM INSURANCE:

If you are replacing your present insurance contract with term insurance (contracts that provide death protection only), it makes sense to shop for a low cost contract. Costs for term insurance vary widely and substantial savings may be realized by comparison shopping. Premiums alone are not always determinative of low cost since some contracts pay dividends and others do not. You may wish to request interest-adjusted cost index for 5, 10 and 20 years from several insurance companies including your existing insurer to help you compare term insurance premiums. The contract with the lower index numbers is usually the better buy.

Please list below the identification of the contracts which are involved in the replacement. Your existing insurer will be notified that you may be replacing their contract.

Applicant's Signature	Applicant's Social Security Number	Date
I Applicant o digitation	Applicant o coolai coolaity Hamboi	Bato
Joint Applicant's Signature	Joint Applicant's Social Security Number	Date
	,	
Agent's Signature		Date
<b>4 9</b>		

(Please Print) Name of insured as it appears on the contract	Existing company (Insurer) as it appears on the contract	Contract number
Insured Name	Company Name	#
Insured Name	Company Name	#
Insured Name	Company Name	#



111994

AGENT INSTRUCTION: Three Copies Needed.

Return this signed original to the Home Office, Leave a signed copy with the Applicant and retain a permanent copy in your file.