

## 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)

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 (10112Y) 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 (P.O. Boxes are not allowed)<sup>1</sup>

Birth Date (mm/dd/yyyy)

City

State

Zip

Phone

1. If your mailing address is different than your street address, please list on a separate piece of paper.



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**Owner's Beneficiary Designation<sup>2</sup>** - In the event of the owner's death, death benefit proceeds are payable to the owner's primary beneficiary. If there are joint owners, the death benefit is payable upon the first death. If there are joint owners, the surviving joint owner, if any, will be the designated primary beneficiary unless otherwise specified below. Note: Complete the Owner's Primary Beneficiary Section if you want to name someone other than the surviving owner to receive 100% of the death benefit. 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 proceeds.

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 Stirpes ☐ 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 completed)  Percentage<sup>3</sup>  .  %  
 City  State  Zip Code

☐ Primary ☐ Contingent | ☐ Per Stirpes ☐ 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 completed)  Percentage<sup>3</sup>  .  %  
 City  State  Zip Code

☐ Primary ☐ Contingent | ☐ Per Stirpes ☐ 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 completed)  Percentage<sup>3</sup>  .  %  
 City  State  Zip Code

☐ Trust<sup>4</sup> ☐ Corporation ☐ Estate ☐ Other

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 request to obtain information will be sent to the Owner following issue of the contract.

3. Must equal 100%. 4. Certification of Trust Agreement form (10112Y) must be attached.



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**Annuitant's Beneficiary Designation<sup>2</sup> - Complete this section only if the owner(s) and annuitant(s) are not the same.** In the event of the annuitant's death, death benefit proceeds are payable to the annuitant's primary beneficiary. If there are joint annuitants, the death benefit is payable upon the second death. If the annuitant's primary beneficiary is no longer living at the time of the annuitant's death, the annuitant's contingent beneficiary will receive the death benefit proceeds. If an election is not made then by default it will be Per Capita.

☐ Primary ☐ Contingent | ☐ Per Stirpes ☐ Per Capita

First Name                 MI  Last Name                 Social Security Number/TIN

Birth Date (mm/dd/yyyy)   -   -    Relationship to Annuitant                 Phone Number    -     -

Beneficiary's Mailing Address (must be completed)                                 Percentage<sup>3</sup>   .   %

City                                 State   Zip Code

☐ Primary ☐ Contingent | ☐ Per Stirpes ☐ Per Capita

First Name                 MI  Last Name                 Social Security Number/TIN

Birth Date (mm/dd/yyyy)   -   -    Relationship to Annuitant                 Phone Number    -     -

Beneficiary's Mailing Address (must be completed)                                  Percentage<sup>3</sup>   .   %

City                                 State   Zip Code

☐ Primary ☐ Contingent | ☐ Per Stirpes ☐ Per Capita

First Name                 MI  Last Name                 Social Security Number/TIN

Birth Date (mm/dd/yyyy)   -   -    Relationship to Annuitant                 Phone Number    -     -

Beneficiary's Mailing Address (must be completed)                                  Percentage<sup>3</sup>   .   %

City                                 State   Zip Code

☐ Trust<sup>4</sup> ☐ Corporation ☐ Estate ☐ Other

Full Name

Tax ID Number (TIN)                 Trust Date (mm/dd/yyyy)   -   -                 Percentage<sup>3</sup>   .   %

2. In order to verify beneficiary identification, a request to obtain information will be sent to the Owner following issue of the contract.

3. Must equal 100%. 4. Certification of Trust Agreement form (10112Y) must be attached.



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## 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      Country              Number                         Exp. Date   -   -
- d. Occupation                         Employer Name                         Years Employed      or    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.

- a. ☐ U.S. Citizen    ☐ Resident Alien – Country of Citizenship:
- b. ☐ Driver's License    ☐ State-Issued ID    ☐ Military ID    ☐ Passport    ☐ Alien Registration Card
- c. State      Country              Number                         Exp. Date   -   -
- d. Occupation                         Employer Name                         Years Employed      or    Retired ☐

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

- a. ☐ Trust Agreement    ☐ Certificate of Incorporation
- b. State      Country



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**If electing Optional Benefit Riders an additional form(s) may be required.**

## Tax Status

☐ Non-Qualified    ☐ Roth IRA    ☐ SEP IRA    ☐ IRA    ☐ TSA/403(b)    ☐ Inherited IRA (MGDO form 8103Y required)

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**Premium** Contract funded by:

☐ Check - Amount \$

**Must be payable to Midland National® Life Insurance Company**

☐ Direct Transfer - Amount \$

(Example: Qualified funds - IRA to IRA, Non-Qualified funds-CD or Mutual Fund to a Midland National Annuity.)

☐ 1035 Exchange - Amount \$ 

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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 \$ 

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per pay period (example: TSA)

### Transfers Involving Multiple Checks:

I have recently applied for a Midland National annuity with the plan type reflected above. This annuity is being funded with more than one premium either through a personal check, Section 1035 Exchange, Qualified or Non-Qualified transfer.

**Please check one**

☐ **Issue with first funds (must still meet minimum premium requirements):** I would like my contract issued with the first funds received. If the annuity is index linked, the initial index will be set on the effective date of the annuity. I understand that any additional deposits after issue will be applied to the fixed account until the contract anniversary. (This option is not available for single premium contracts or Inherited IRAs.)

☐ **Issue with last funds:** I would like my contract issued with the last funds received. I understand that my interest will be credited from the date the annuity becomes effective. If the annuity is index linked, the initial index will be set on the effective date of the annuity.

**Replacement** (Must be completed) If you have existing life insurance or annuity contract, please complete any state required replacement forms.

Your agent is required to leave with you the original copy of all written or printed sales material used in the sale of this product. Please retain all such copies for future reference.

1. Do you have any existing or pending life insurance or annuity contracts? ☐ Yes ☐ No

2. Will this annuity replace or change any existing life insurance or annuity contracts? ☐ Yes ☐ No

If you answered "yes" to #2, please provide company name and contract number below.

Company Name: \_\_\_\_\_

Contract Number:



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## 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 as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer 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 Signature

Spouse's Signature<sup>5</sup>

Signed at City:

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State

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Date Signed

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Owner's Email Address

Joint Owner's Email 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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**Agent's Certification** (completed by agent only)**Replacement** Does the applicant have any existing or pending life insurance or annuity contracts? ☐ Yes ☐ No**Information** Will this annuity replace or change any existing life insurance or annuity contracts? ☐ Yes ☐ No

If yes, please provide the name of the company: \_\_\_\_\_

I certify that I have reviewed this application, determined that all questions are answered fully, completely and accurately as supplied by the applicant and recorded full details as required. I attest to the fact that I have viewed the verification of identity documentation. I also attest that the document did not appear altered and the picture identification supplied appeared to be that of the owner(s). I understand that any subsequent modification or additions made to the application after it is submitted must be initialed by the client. This application is being submitted after an examination of the interests of the Applicant and an assessment of the stated goals of the Applicant. I have discussed this product with the Applicant and have not made any statements which contradict the disclosure materials provided to the Applicant. I have not made any promises or given any assurances about future values of any non-guaranteed elements.

**Midland National Writing Agent**

Agent Number

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Percentage<sup>7</sup>

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%

Date Signed

		-			-				
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For Agent Use Only<sup>6</sup>☐ A ☐ B ☐ C ☐ D

Agent/Broker's Full Name (please print)

Agent/Broker's Signature

Phone Number

Agent's Email Address

**Agent 2 (if applicable)**

Agent Number

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Percentage<sup>7</sup>

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%For Agent Use Only<sup>6</sup>☐ A ☐ B ☐ C ☐ D

Additional Agent Name (please print)

Additional Agent's Email Address

**Agent 3 (if applicable)**

Agent Number

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Percentage<sup>7</sup>

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%For Agent Use Only<sup>6</sup>☐ A ☐ B ☐ C ☐ D

Additional Agent Name (please print)

Additional Agent's Email Address

6. Commission option A does not offer a trail commission.

7. Must total 100%.



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4350 Westown Parkway  
West Des Moines, IA 50266  
[www.MidlandNational.com](http://www.MidlandNational.com)



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REV 6-17





# Guarantee Ultimate® 5

## Annuity Disclosure Statement

Thank you for your interest in the Guarantee Ultimate® 5 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 • [www.MidlandNational.com](http://www.MidlandNational.com)

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The Guarantee Ultimate® 5 is issued by Midland National® Life Insurance Company, West Des Moines, IA on form ICC17-AS150A/AS150A (contract), ICC17-AR348A/AR348A, ICC17-AR317A/AR317A and ICC15-AR307A/AR307A (riders/endorsements) or appropriate state variation. This product, its features and riders may not be available in all states.

The Guarantee Ultimate 5 is a single premium, multi-year guarantee annuity that accumulates interest through a guaranteed interest rate that is set for a 5-year period.

### Accumulation Value

The Accumulation Value is used to determine the Death Benefit as well as penalty-free withdrawals. The Accumulation Value equals your premium, minus withdrawals and applicable Surrender Charges, earning the current guaranteed interest rate. This rate will never fall below the minimum guaranteed interest rate of 0.25%. This rate is guaranteed for your chosen guarantee period. *Ask your sales representative for the current interest rate.*

### 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, less applicable surrender charges and state premium taxes (where applicable). The minimum surrender value will not be less than 87.5% of all premiums; less any partial surrenders (after interest adjustment or reductions for surrender charges); accumulated at 1.00%, or otherwise directed by your Contract.

### Initial Premium

For Initial Premium amounts of \$200,000 or more, you will receive a higher interest rate. Please ask your sales representative for current interest rates.

### Renewal Feature

At the end of the 5-year Guarantee Period, you may choose to renew your annuity for another 5-year guaranteed interest period. Depending on your circumstances and financial goals, you will have a 30 day window to:

- Select a new 5-year Guarantee Period;
- Elect a Payout Option; or
- Withdraw your Accumulation Value.

If no election is made, the Company will automatically renew your annuity for a 5-year Guarantee Period as described in your Contract.

Within this 30 day window, no Surrender Charges or Interest Adjustment will apply. After the 30 day window, a new Guarantee Period Interest Rate, Surrender Charge Period and Interest Adjustment will be applied.

**For Florida only, after the 30 day window, a new Guarantee Period Interest Rate and Interest Adjustment/Market Value Adjustment will apply, and Surrender Charges cease.**

*\*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.*

### LIQUIDITY FEATURES

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

### Penalty-Free Withdrawals

Once per year after the first contract anniversary, you may take a penalty-free withdrawal (also known as a Penalty-Free Partial Surrender), without Surrender Charges or Interest Adjustment, equal to the interest earned each year. By current company practice\*, this interest withdrawal can begin as early as 30 days after your annuity is issued if received on a systematic withdrawal program. You can elect to receive payments monthly, quarterly, semi-annually or annually as long as each payment is at least \$50.

### Annuity Payout Options

In all states except Florida, you may select an annuity payout 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\*, proceeds may be converted to an annuity Payment Option after year one. Income payments will be based on the Accumulation Value if a Life, Life and Certain or Joint Life option is selected, or if the annuity has been in force for at least five years and you elect to receive payments over at least 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.

### 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 penalty-free amount may be withdrawn without a Surrender Charge or Interest Adjustment.

### 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.

### 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.

## 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
9.3%	8.4%	7.5%	6.6%	5.7%

For AL, DC, MT, ND, SD: On the contract anniversary following the Annuitant's 105th birthday the Surrender Charge percentage will be reduced to zero percent.

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 available penalty-free amount are waived by current company practice\*. The Surrender Charges apply to each Guarantee Period.

*\*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 Guarantee Ultimate 5 includes an Interest Adjustment that is applied during each Guarantee Period to full surrenders and to any partial surrender in excess of the penalty-free amount. This adjustment may decrease or increase the Surrender Value depending on the change in interest rates during the period since you purchased your Guarantee Ultimate 5 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.

<p><b>Example of Interest Adjustment (Market Value Adjustment-MVA) Formula</b></p> <p>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.</p> <p><b>*The Interest Adjustment Factor is: <math>(i_0 - i_t - ADJ) \times (T)</math></b></p>
<p><math>i_0</math> = The guarantee period interest rate, excluding any additional interest, that applies to the guarantee period.</p> <p><math>i_t</math> = The guarantee period interest rate, excluding any additional interest, that is in effect on the date of full or partial surrender for new contracts that have the same guarantee period.</p> <p>ADJ = 0.0025</p>
<p>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 current guarantee period.</p>
<p>The amount of the Interest Adjustment will never exceed the lesser of a) the total interest credited to the Accumulation Value since the beginning of the current Guarantee Period, less the sum of the absolute values of all Interest Adjustments on prior partial surrenders in current Guarantee Period (i.e. all adjustments positive or negative added together), or b) the applicable Surrender Charge.</p>
<p><b>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.</b></p> <p><i>See the "Understanding the Market Value Adjustment" brochure for more information.</i></p>

**Additional Information**

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 obtain competent tax advice and consider whether other features, such as the Death Benefit, lifetime annuity payments and riders will help your needs. Neither Midland National, nor any agents acting on its behalf, should be viewed as providing legal, tax or securities advice.

**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.  
Retain a permanent copy in your file. Leave pages 1-6 with signatures with the Applicant.

**Guarantee Ultimate 5 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 Guarantee Ultimate 5 annuity is a long-term contract and a Surrender Charge up to 9.3% as well as an Interest Adjustment will apply during the Surrender Charge Periods to any full surrender or any partial surrender taken that exceeds the penalty-free partial surrender amount.**
- **I have reviewed pages 3 and 4 of this Disclosure and affirmatively acknowledge the Surrender Charges and Interest Adjustment Formula applicable based on the state of issue.**
- **I understand a surrender during the Surrender Charge Period may result in loss of premium.**

☐

Please mark an "X" in the box to the left if your agent provided you with a Midland National illustration for the Guarantee Ultimate 5. By checking this box an illustration will also be provided along with the issued annuity contract.

**Applicant:** I am aware that an Annuity Buyer's Guide is available on the Company website. I understand that any values shown, other than the guaranteed minimum values, are not guarantees, promises, or warranties. I have reviewed the features and understand the intent of this Annuity Product and agree that it meets my needs. I have assessed my financial situation, including cash for living and other related expenses, and this Contract is suitable for my financial needs.

\_\_\_\_\_  
Annuitant's/Owner's Original Signature

\_\_\_\_\_  
Joint Owner's Original Signature

Date Signed (mm/dd/yyyy)

**Agent Acknowledgement:** By signing below, I certify that the product brochure and Company disclosure materials have been presented to the applicant. A copy of this signed disclosure was provided to the applicant after an examination of the interests 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-guaranteed elements.

\_\_\_\_\_  
Agent's Original Signature

Date Signed (mm/dd/yyyy)



242201

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

2422010

**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.  
Retain a permanent copy in your file. Leave pages 1-6 with signatures with the Applicant.

**Guarantee Ultimate 5 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 Guarantee Ultimate 5 annuity is a long-term contract and a Surrender Charge up to 9.3% as well as an Interest Adjustment will apply during the Surrender Charge Periods to any full surrender or any partial surrender taken that exceeds the penalty-free partial surrender amount.**
- **I have reviewed pages 3 and 4 of this Disclosure and affirmatively acknowledge the Surrender Charges and Interest Adjustment Formula applicable based on the state of issue.**
- **I understand a surrender during the Surrender Charge Period may result in loss of premium.**

☐

Please mark an "X" in the box to the left if your agent provided you with a Midland National illustration for the Guarantee Ultimate 5. By checking this box an illustration will also be provided along with the issued annuity contract.

**Applicant:** I am aware that an Annuity Buyer's Guide is available on the Company website. I understand that any values shown, other than the guaranteed minimum values, are not guarantees, promises, or warranties. I have reviewed the features and understand the intent of this Annuity Product and agree that it meets my needs. I have assessed my financial situation, including cash for living and other related expenses, and this Contract is suitable for my financial needs.

\_\_\_\_\_  
Annuitant's/Owner's Original Signature

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------

\_\_\_\_\_  
Joint Owner's Original Signature

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------

Date Signed (mm/dd/yyyy)

**Agent Acknowledgement:** By signing below, I certify that the product brochure and Company disclosure materials have been presented to the applicant. A copy of this signed disclosure was provided to the applicant after an examination of the interests 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-guaranteed elements.

\_\_\_\_\_  
Agent's Original Signature

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	----------------------	----------------------

Date Signed (mm/dd/yyyy)



242201

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

2422010



## IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases, this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new contract involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy or contract to pay all or part of any premium or payment due on the new contract. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? \_\_\_\_ YES \_\_\_\_ NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new contract? \_\_\_\_ YES \_\_\_\_ NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

Insurer Name	Policy or Contract #	Annuitant or Insured Name	Replaced (R) or Financing (F)
1.			
2.			
3.			

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in-force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because \_\_\_\_\_.

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant's Signature and Printed Name	Date
--	------

I do not want this notice read aloud to me. \_\_\_\_\_ (Applicants must initial only if they do not want the notice read aloud.)

### Producer's Statement

I certify that only sales materials approved by Midland National were used in conjunction with this transaction, and copies of all sales materials including this Important Notice were left with the applicant. If applicable, electronically presented sales materials shall be provided in printed form to the applicant no later than at the time of policy or contract delivery.

I certify that the responses herein are, to the best of my knowledge, accurate:

Producer's Signature and Printed Name	Date
---------------------------------------	------



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### **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.

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense:

**PREMIUMS:**

- Are they affordable?
- Could they change?
- You're older—are premiums higher for the proposed new policy?
- How long will you have to pay premiums on the new policy? On the old policy?

**POLICY VALUES:**

- New policies usually take longer to build cash values and to pay dividends.
- Acquisition costs for the old policy may have been paid; you will incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

**INSURABILITY:**

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for a new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

**IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:**

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

**IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:**

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

**OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:**

- What are the tax consequences of buying the new policy?
- Is this a tax-free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

**RIGHT TO EXAMINE POLICY** - It is important to us that you are satisfied with your policy and that it meets your insurance goals. Read it carefully. If you are not satisfied with it, you may return it to our Executive Office or to your agent within 30 days after you receive it. We will then void it and refund all premiums paid including any policy fees or charges. In the case of a variable or market value adjustment policy, we will refund the Policy Fund plus the sum of all charges deducted from your premiums, the Policy Fund and the Investment Divisions.

# Authorization to Transfer Funds

## 1. Address of Company from which funds are coming

Company Name

Overnight Address (No P.O. Box)

Address (contd.)

City

State

Zip Code

Phone

Fax

☐ If box is checked AND fax number provided, the form(s) will be faxed to the Company.

## Annuitant

First Name

MI

Last Name

Social Security Number

## Joint Annuitant

First Name

MI

Last Name

Social Security Number

## Owner (if different from annuitant)

First Name

MI

Last Name

Social Security Number

## Joint Owner (if different from joint annuitant)

First Name

MI

Last Name

Social Security Number

Other (Trusts, Corporations and Estates)

TIN Number

The undersigned hereby requests and directs that the following action be taken in order to transfer the account/ policy funds identified below.

## 2. Select only one box per group

### 1. My existing account funds are held as:

☐ Annuity—Replacement Form Required

☐ Certificate of Deposit

☐ Life Policy—Replacement Form Required

☐ 401(k)/Pension Plan

☐ Mutual Fund

☐ Brokerage Account

☐ Money Market

☐ Checking/Savings Account

### 2. My account number is:

3. Please transfer: ☐ All ☐ Partial (\$ Amount or %) \$  or  %



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## 2. Select only one box per group (continued)

### 4. My existing account is classified as:

- ☐ IRA    ☐ Roth IRA    ☐ TSA/403(b)    ☐ Nonqualified    ☐ SEP-IRA    ☐ 457    ☐ Simple IRA  
☐ Keogh    ☐ 401(k)/Pension Plan    ☐ Inherited IRA

\*401(k)/Pension Plans may require their own plan-specific forms to be completed. Clients must contact their former employer to initiate the transfer/rollover and to receive future status updates.

### 5. Please transfer (please mark one below):

- ☐ Immediately    ☐ On   -   -     date (date referenced cannot exceed 30 calendar days from today's date)

### 6. This transaction will be a:

- a. ☐ 1035 Exchange— Surrender a nonqualified policy/contract for the purchase of another nonqualified contract under Sec. 1035 of the Internal Revenue Code. (1035 Exchanges are not allowed from an annuity to a life insurance policy.)
- b. ☐ Liquidation of Non-Qualified account(s)
- c. ☐ Transfer— Surrender of a qualified account established under Sec. 402 or 408 of the Internal Revenue Code for reinvestment in a qualified annuity contract established under the same section of the Internal Revenue Code. If minimum distribution is required this year, process prior to the transfer. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- d. ☐ Direct Rollover— This amount represents all or part of my eligible rollover distribution. I understand there will be no mandatory 20% withholding from this distribution because it is a direct rollover to an eligible retirement plan as defined under applicable tax law. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- e. ☐ TSA/403(b) to TSA— This transaction is intended to qualify as a tax-free transfer under section 403(b) of the code. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- f. ☐ IRA to Roth IRA— I understand this transaction is a taxable event, a 1099 will be issued by the rescinding company.
- g. ☐ SEP IRA to Roth IRA— I understand this transaction is a taxable event, a 1099 will be issued by the rescinding company.
- h. ☐ Simple IRA to Roth IRA— I understand this transaction is a taxable event, a 1099 will be issued by the rescinding company.
- i. ☐ TSA to IRA
- j. ☐ 401(k) to IRA
- k. ☐ 457 to IRA
- l. ☐ 401(A) to IRA
- m. ☐ Pension Plan to IRA

If a Qualifying Event (for transactions i through m), please mark one below:

- ☐ Separated from Service    ☐ Age 59½    ☐ Termination of Plan    ☐ Disability    ☐ Death

## 3. Lost contract statement

- ☐ Contract is attached
- ☐ Certificate of lost contract-I/We certify that the above numbered contract has been lost or destroyed, and to the best of my/our knowledge and belief, is not in anyone's possession.



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#### 4. Assignment of ownership

I/We, the undersigned, hereby state that I/we am/are the owner of the life insurance, endowment, or annuity contract identified above. For the purpose of making an Internal Revenue Code Section 1035 Exchange of insurance or annuity contract, I/We hereby absolutely assign and transfer all rights, benefits, interests, and property I/we have in the above identified contract to the assignee identified above (hereafter "the Company").

This assignment and Section 1035 Exchange is conditioned upon the decision by the Company to issue, on the basis set forth in the application, an annuity contract or life insurance policy. After acceptance of the application by the Company, this assignment will become absolute and the Company will issue to me an annuity contract or life insurance policy in exchange for the partial or full and complete surrender of the above listed contract and that the cash surrender value will be applied as a premium on the contract issued to me by the Company. The cash value received from the surrender of the contract(s) identified above will be credited to the contract issued by the Company upon receipt from the other Company. The Company assumes no liability for any delay by the other Company in processing the assignment of ownership, the request for surrender, or the payment of the cash surrender value. I/We understand that the contract values and terms of the above-identified contract may differ substantially from those in the contract issued by the Company.

I/We understand that the Company will request the immediate surrender of the contract being assigned to them as part of the Section 1035 Exchange. If I/we elect to refuse the policy issued by the Company under the "free-look" provision, I/We recognize that the assigned contract may have already been surrendered for its cash surrender value. If I/we refuse the policy under the "free-look" provision, the Company has no liability beyond the return of the cash surrender value of the assigned contract. If no premium is paid with the application, coverage under the new policy issued by the Company becomes effective when coverage under the existing policy identified above ceases because the other insurer has processed the Company's request for surrender. I/We certify that no proceeding in bankruptcy or insolvency, voluntary or involuntary, is pending against me/us.

#### 5. Transaction authorization

I/We am/are aware of any surrender/withdrawal penalties, which may apply, and I/we authorize the transaction described above. This transfer request also authorizes Midland National to receive information on the status of this transfer or exchange.

The undersigned represents and agrees that the Company is participating in this transaction at the undersigned's specific request and as an accommodation to the undersigned. It is further agreed that neither the Company, nor the officer, employee, agent, or any person acting on behalf of the Company warrants or represents the income tax consequences of this transaction. I/We have been advised by the Company, and/or its officers, agents, employees, or persons acting on the Company's behalf, that I/we should consult my/our own tax advisor regarding the tax consequences of this transaction. I/We have not relied on the Company or any agent of the Company for tax advice.

I/We agree to release, indemnify, and hold harmless Midland National, its directors, officers, employees, agents, parents, subsidiaries, and affiliates, and their directors, officers, employees, and agents (Midland National), as transfer agent, from and against any and all claims, liabilities, damages, costs, charges and expenses, including reasonable attorney fees, sustained or incurred by reason of any claim, litigation, arbitration or other proceeding arising as a result of Midland National's transfer of the above-referenced funds at my/our request. **Without limiting the foregoing, I/we specifically acknowledge and agree that Midland National shall not be responsible for any loss due to market fluctuations which I/we incur as a result of any delay in the transfer of such funds and acknowledge and agree that it is my/our responsibility to request the transferring company to transfer these funds to the fixed or general account of the annuity, mutual fund, or other investment product from which the exchange is being made pending the processing and completion of this request.**

Signature of Owner: \_\_\_\_\_

Date: 

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Signature of Joint Owner: \_\_\_\_\_

Date: 

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Spousal Signature: \_\_\_\_\_

Date: 

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 - 

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 - 

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If you reside in one of the following community property states, the spouse must also sign: AK, AZ, CA, ID, LA, NM, NV, TX, WA or WI.

#### TSA/403(b) Employer/Administrator Authorization:

I hereby approve the above reference request:

Signature of Employer/Authorized Administrator: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

☐ Approval form/certificate attached

Medallion Signature Guarantee



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TO BE COMPLETED BY MIDLAND NATIONAL

## LETTER OF ACCEPTANCE

This is to certify that the above individual has established an annuity or life insurance policy of the following tax status:

☐ Nonqualified      ☐ IRA      ☐ Qualified TSA/403(b)      ☐ Roth  
☐ SEP      ☐ Tax-qualified      ☐ Inherited IRA

☐ Transfers/Rollovers—Midland National will accept this transaction and will assume full responsibility as trustee for the funds described above. Please withdraw and transfer/rollover on a fiduciary-to-fiduciary basis, all or part of the designated account/policy as instructed above. It is the Owner's intention that this payment shall not constitute actual or constructive receipt to them for income tax purposes based on the transaction type indicated unless it is an IRA conversion to a Roth.

☐ 1035 Exchanges—Midland National has accepted complete and absolute assignment of the above named policy in connection with an exchange under Section 1035 of the Internal Revenue Code. This letter will serve as Midland National's acceptance of the above referenced funds.

### Cost Basis Requested:

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, please provide the cost basis information to Midland National.

#### Cost Basis Annuity/Life

Pre-Tefra (Prior to 8/14/1982)

Adjusted Cost Basis: \$ \_\_\_\_\_

Gain: \$ \_\_\_\_\_

Post-Tefra (On and after 8/14/1982)

Adjusted Cost Basis: \$ \_\_\_\_\_

Gain: \$ \_\_\_\_\_

### Roth IRA Information Requested:

Date Established: \$ \_\_\_\_\_

Cost Basis: \$ \_\_\_\_\_

### Please make checks payable to issuer/assignee

Midland National for the benefit of: \_\_\_\_\_ Owner(s)

\_\_\_\_\_ Annuitant(s) If different than owner

Our contract number is: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature/Title)

### Please return a copy of this form with the check and correspondence to:

Midland National Annuity Division  
PO Box 79907  
Des Moines, IA 50325-0907

### If shipping overnight, please send checks to:

Midland National Annuity Division  
4350 Westown Parkway  
West Des Moines, IA 50266  
877-586-0243



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# CERTIFICATION OF TRUST AGREEMENT

Please complete using information from the Trust document



Policy/Contract Information

Policy / Contract No(s)\*: \_\_\_\_\_

*\*Please state pending if this form is being submitted with a new application.*

Name of Annuitant(s)/Insured: \_\_\_\_\_

First Name

MI

Last Name

First Name

MI

Last Name

Trust Information

Full Name of Trust: \_\_\_\_\_

Trust Effective Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Trust Identification Number / Tax ID Number: \_\_\_\_\_

Which state law governs this Trust? \_\_\_\_\_

Relationship of Trust to the Annuity Policy/Contract: (Please mark the appropriate box.)

☐ Owner

☐ Beneficiary

☐ Both Owner and Beneficiary

Preparer of Trust: \_\_\_\_\_ Preparer's Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Preparer's Address: \_\_\_\_\_

Street

City

State

Zip

Grantor/Trustee Information

Name of Grantor(s)/Settlor(s)\*: \_\_\_\_\_

First Name

MI

Last Name

First Name

MI

Last Name

Name/Address of Trustee(s): \_\_\_\_\_

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

Name/Address of Successor Trustee(s): \_\_\_\_\_

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

Owner/Beneficiary Information  
(Continues on other side)

1. The above referenced Trust Agreement (the "Trust") requires that: (Please mark the appropriate box.)

☐ all Trustees

☐ a majority of Trustees

☐ any Trustee

☐ Trust only has one Trustee

Must sign documents pertaining to the above-referenced Policy/Contract(s) which require a signature.

2. The insurance agent or any person affiliated with the insurance agent is not a beneficiary of the above referenced trust.

☐ Agree

☐ Disagree

*If marked disagree, please attach an explanation of why your agent or person affiliated with your agent is named as a beneficiary of the trust.*

Note: Under the laws of most states, an agent is restricted in, or prohibited from, having a beneficial interest in a contract sold by that agent, unless that agent is a family member, or has a recognized insurable interest. Additionally, Midland National® company policy prohibits our agents from serving in any capacity that may be construed as creating a direct or indirect conflict of interest with regard to a contract or contracts for which they are or have been the agent(s) of record.



3. The relationship of the Trust Beneficiary(ies) to the Annuitant/Insured is:  
☐ Spouse      ☐ Children      ☐ Grandchildren      ☐ Other \_\_\_\_\_
4. Was the Trust validly executed, and is it in full force and effect?    ☐ Yes    ☐ No
5. Will a trust be named as the Owner or Beneficiary of this contract/policy?    ☐ Yes    ☐ No  
 If YES, answer question 6.
6. The Trustee acknowledges that this contract/policy is in no way required in conjunction with the establishment of a Trust and that any fees, costs and/or expenses associated with the establishment or maintenance of the Trust are independent of any premium paid for this contract/policy.    ☐ Yes    ☐ No

*Please be advised that Midland National reserves the right to request and receive a copy of the Trust documents if it determines that it is necessary to do so. Before Midland National pays proceeds at the death of the Annuitant/Owner/Insured of the Policy/Contract(s) it may also require proof that the Trust is then in full force and effect.*

**NOTICE: THIS SECTION CONTAINS A WAIVER AND RELEASE OF LIABILITY. PLEASE READ CAREFULLY.**

This section is to be completed and signed by ALL Trustees required by the response to Question 1. For purposes of this section, "Trust" and "Trustees" refer to the trust and its trustee(s) identified on the first page of this form. "Annuity Policy/Contract" refers to the annuity policy(ies), contract(s), or certificate(s) referenced on the first page of this form together with any associated riders. "Owner", "Beneficiary", and "Annuitant" have the same meaning as defined in the Annuity Policy/Contract, and include multiple or joint Owners, Beneficiaries, or Annuitants where applicable. When not capitalized, "owners" and "beneficiaries" refer to the designated legal owners or beneficiaries of the Trust.

**The undersigned persons ("the Trustees") represent, certify, and agree as follows:**

- A. The Trustees are the authorized Trustees of the Trust identified above, and are authorized and legally capable of purchasing the Annuity Policy/Contract. Midland National may rely upon the signatures of the Trustees on behalf of the Trust as if they were the actual Owner or Beneficiary of the Annuity Policy/Contract.
- B. If the Trust is to be named the Owner of the Annuity Policy/Contract, the Trust is authorized under the terms of the Trust to purchase and hold the Annuity Policy/Contract, and if the Trust is to be named the Beneficiary of the Annuity Policy/Contract, the Trust is authorized under the terms of the Trust to receive the Annuity Policy/Contract proceeds.
- C. No additional authorizations are necessary to purchase the Annuity Policy/Contract.
- D. The Trustees acknowledge and agree that Midland National has no responsibility for reviewing or interpreting Trust or Trust-related documents, that Midland National will issue and administer the Annuity Policy/Contract based solely upon the representations made by the Trustees in this form, and that any consequence of any error, inaccuracy, or misunderstanding in interpreting the Trust will be borne solely by the Trustees.
- E. The Trustees have reviewed all provisions of the Trust and Annuity Policy/Contract. By accepting the Annuity Policy/Contract, the Trustees certify they have determined that:
  - i. None of the provisions of the Trust (including income and corpus distribution requirements) conflict or will interfere with the terms and operation of the Annuity Policy/Contract; and
  - ii. None of the provisions of the Annuity Policy/Contract (including distribution requirements of section 72(s) of the federal Internal Revenue Code as incorporated into the terms of the Annuity Policy/Contract and applicable surrender charges) conflict or will interfere with the terms and operation of the Trust.
- F. The Trustees have determined the Annuity Policy/Contract is suitable for the purposes of the Trust, and the Annuity Policy/Contract conforms to the income distribution requirements of the Trust and to applicable state and federal laws. The Trustees acknowledge that distribution of the Annuity Policy/Contract funds may result in surrender charges and/or interest adjustments pursuant to the terms of the Annuity Policy/Contract.
- G. The Trustees acknowledge that the purchase and ownership of an Annuity Policy/Contract by the Trust may have significant tax, estate/probate, and other legal and financial consequences for the Trust and the Trust's owners and beneficiaries. The Trustees have sought advice from their own legal, tax, trust, and financial advisors regarding any questions related to the suitability, purchase, and ownership of an Annuity Policy/Contract by the Trust, and have independently determined that purchase of the Annuity Policy/Contract is appropriate for the Trust.
- H. The Trustees further acknowledge and agree that:
  - i. Midland National does not make and has not made any recommendations regarding the use of a Trust for any purpose, Midland National's agents are not authorized to recommend or sell Trusts while acting in their capacity as an agent for Midland National, and any Trust recommendation should be provided by a qualified advisor;



- ii. Neither Midland National nor its agents, employees, or representatives are authorized to give tax, estate/probate, or other legal advice. Although some Midland National agents may also be duly licensed professionals (e.g. attorneys or accountants), any tax, estate/probate, or other legal advice provided by such individuals is solely in their capacity as an independent professional, and not in their capacity as an agent of Midland National;
  - iii. The Trustees have not relied upon any representation or advice of any of Midland National's agents, employees, or representatives with respect to the validity, terms, or utilization of the Trust as the Owner or Beneficiary of the Annuity Policy/Contract; and
  - iv. The establishment of the Trust is not required in conjunction with the purchase of the Annuity Policy/Contract, and that any fees, costs, and/or expenses associated with the establishment of the Trust are independent of any premium paid for the purchase of the Annuity Policy/Contract.
- I. The beneficiary(ies) of the Trust is/are each a natural person. No beneficiary of the Trust is an entity, such as a corporation, another trust, educational or religious institution, or charity, and the Trustees do not have discretion to pay Trust benefits to any entity. Based on independent advice received from a qualified tax advisor, the Trustees have determined that the Trust will be holding the Annuity Policy/Contract as an agent solely for a natural person (or solely for natural persons) within the meaning of section 72(u)(1) of the federal Internal Revenue Code.
- J. If the Trust is a testamentary trust, the Trust currently exists and all required probate proceedings have been completed.
- K. The Trust is not a Welfare Benefit Trust or a trust set up as part of a Nonqualified Deferred Compensation Plan.
- L. The Trustees understand that the Annuity Policy/Contract will terminate in accordance with the terms of the Annuity Policy/Contract upon the death of the Annuitant, resulting in a mandatory distribution of funds from the Annuity Policy/Contract in accordance with its terms.
- M. The Trustees agree that Midland National shall have no responsibility with respect to the use or application of any funds paid to the Trust or the Trustees.
- N. The Trustees agree that each and every Trustee and successor Trustee is bound by the declarations of the Trustees signing this form. The Trustees further agree that Midland National may rely upon the directions of the Trustees identified in this form and any named successor Trustees until Midland National receives at its Executive Office written notification of a change of Trustee in a form acceptable to Midland National. The Trustees agree to notify Midland National of any change in Trustee within a reasonable time. The Trustees further agree to promptly notify Midland National if there is any change of facts that would affect any of the representations, certifications, or agreements contained in this form.
- O. The Trustees agree to release and hold harmless Midland National, its officers, employees, agents, and affiliates from and against all claims, liabilities, costs, and expenses which may arise or result from:
- i. any action taken by Midland National at the direction of the Trustees or their successors;
  - ii. any tax, estate/probate, or other legal or financial liability or consequences associated with the Trust's purchase or ownership of the Annuity Policy/Contract;
  - iii. any error, inaccuracy, or misunderstanding in interpreting the Trust, and
  - iv. Midland National's reliance on the Trustees' representations regarding the Trust or their authority with respect to the Trust.

Note: The number of Trustees indicated in Question 1 must sign below.

By:		By:	
Trustee Signature	Date	Trustee Signature	Date
By:		By:	
Trustee Signature	Date	Trustee Signature	Date

<b>For Corporate Trustees:</b>	
Title/Capacity of Signatory: _____	
Trustee Name: _____ (Please print or type)	
Trustee Signature: X _____	Date: _____ / _____ / _____