



# New Business Procedures:

Helping to get your business issued right the first time.



# New Business Procedures Guide

We both want the same thing; your business issued quickly, accurately and with as little effort as possible. That's why we created this guide – to walk you through our best practices to getting your business issued right the first time.

There are three major components of getting it done right:

1. Making sure you're using the right forms for your state and product type
2. Making sure the application is fully completed with all required forms
3. Using the latest technology to make it easier to accomplish 1 and 2.

## 1. USING THE RIGHT FORMS

Our forms change from time to time, so it's important that you check on our website or the Forms Chart (7372Y) to make sure you're using the most current forms available specific to your state and product. Visit us at [MidlandNational.com](http://MidlandNational.com), log in and click on the Forms & Materials tab.

## 2. FULLY COMPLETING THE APPLICATION AND FORMS

Annuity Allocation, Product Disclosure and Rider Election, to name a few, all can play a part in completing the application process. Make sure to review the New Business Checklist (12222Y for deferred annuities and 12223Y for immediate annuities) to make sure you've got all your forms covered.

## 3. USE E-APP AND GET YOUR BUSINESS ISSUED UP TO 7 DAYS FASTER!

Our online Annuity e-App system has made the task of completing forms so much easier. For instance, once you choose a product, the most current required forms are automatically added into your application – and, even better, it automatically populates identical fields on subsequent pages. After you and your client e-sign, you can submit most apps directly to our home office. Find e-App under the New Business tab on our website [MidlandNational.com](http://MidlandNational.com).

## HELPFUL CONTACTS

Sales Support	877-586-0241	<a href="mailto:mnlannuities@sfgmembers.com">mnlannuities@sfgmembers.com</a>
Customer Contact	877-586-0244	<a href="mailto:fixedcs@sfgmembers.com">fixedcs@sfgmembers.com</a>
Suitability	877-858-1364	<a href="mailto:suitability@sfgmembers.com">suitability@sfgmembers.com</a>
Contracting	877-586-0242	<a href="mailto:mnannuitycontracting@sfgmembers.com">mnannuitycontracting@sfgmembers.com</a>
Commissions	877-586-0242	<a href="mailto:annuitycommissions@sfgmembers.com">annuitycommissions@sfgmembers.com</a>
New Business	877-586-0243	<a href="mailto:fixednewbusiness@sfgmembers.com">fixednewbusiness@sfgmembers.com</a>

## HELPFUL GUIDES

Product features vary by state such as issue age, surrender charges, and rider/waiver availability, etc.

- Refer to the [Product Guide](#) (form 8942Y) for details on product features
- Refer to the [State Availability Chart](#) (form 6746Y) for product and feature availability in your state
- Refer to the New Business Checklist (form [12222Y for deferred annuities](#), form [12223Y for immediate annuities](#)) for tips on completing the new business process
- Refer to the [New Business Forms](#) Chart (form 7372Y) for state specific required forms

# Completing the Annuity Application

## 1. ANNUITANT

The annuitant must be an individual (not a trust or corporation).

## 2. JOINT ANNUITANT

Nonqualified annuities allow for a maximum of two annuitants, which must be spouses. Joint annuitants are not available on qualified annuities. Premium restrictions and commissions are based on the oldest of the annuitant or owner.

## 3. OWNER


The owner of an annuity may be an individual, trust or corporation. In the case of individual ownership, the owner must be age 18 or the Age of Majority according to the laws of the state in which the application was signed. On IRA, Roth-IRA, SEP-IRA and TSA – IRC Section 403(b) annuities, the owner and the annuitant must be the same person. For corporate-owned annuities, interest income is not tax-deferred. It is the corporation's responsibility to report the interest earnings when filing their tax return; an IRS Form 1099-INT will not be issued by us.

## 4. TRUST AS OWNER

The Certification of Trust Agreement Form (10112Y) must accompany the application. The Tax ID number of the trust is placed in the Social Security Number field.

## 5. JOINT OWNER

Nonqualified annuities allow for joint ownership, however, joint owners are not available on qualified annuities. The joint ownership section must be completed for joint ownership to occur; we do not assume joint ownership when joint annuitants are listed unless signing as joint owner. An annuity may have an unlimited number of owners, however contingent ownership is not allowed.



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

**1**

**Annuitant**  
Gender: ☒ Male ☐ Female U.S. Citizen: ☒ Yes ☐ No  
First Name MI Last Name Social Security Number/TIN  
J o h n L D o e 1 2 3 4 5 6 7 8 9  
Street Address (P.O. Boxes are not allowed)<sup>1</sup> Birth Date (mm/dd/yyyy)  
1 3 4 0 A n y w h e r e S t 0 5 - 2 1 - 1 9 5 7  
City State Zip Phone  
A n y t o w n I A 5 0 0 7 3 5 5 5 - 5 5 5 - 4 2 1 3

**2**

**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  
J a n e L D o e 9 8 7 6 5 4 3 2 1  
☒ Address and Phone Number Same as Annuitant  
Street Address (P.O. Boxes are not allowed)<sup>1</sup> Birth Date (mm/dd/yyyy)  
0 8 - 2 1 - 1 9 5 7  
City State Zip Phone  
A n y t o w n I A 5 0 0 7 3 5 5 5 - 5 5 5 - 4 2 1 3

**3**

**Owner (if different than annuitant)**  
Gender: ☒ Male ☐ Female  
First Name MI Last Name Birth Date (mm/dd/yyyy)  
S a m L D o e 0 6 - 2 1 - 1 9 7 9  
☒ 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.  
4 5 4 4 A n y w h e r e S t 1 2 3 8 7 8 7 8 7  
City State Zip Phone  
A n y t o w n I A 5 0 0 7 3 5 5 5 - 5 5 5 - 1 7 4 9

**5**

**Joint Owner (if different than joint annuitant)**  
Gender: ☐ Male ☒ Female  
First Name MI Last Name Social Security Number/TIN  
G r a c e L D o e 1 2 3 6 5 4 5 6 7  
☒ Address and Phone Number Same as Owner  
Street Address (P.O. Boxes are not allowed)<sup>1</sup> Birth Date (mm/dd/yyyy)  
0 7 - 1 4 - 1 9 7 8  
City State Zip Phone  
A n y t o w n I A 5 0 0 7 3 5 5 5 - 5 5 5 - 1 7 4 9

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

**Joint Owner – This section should always be completed if there is a joint owner. The Death Benefit is paid out upon the first death. Surviving spouse or surviving owner should be the Beneficiary if they are to receive the payout.**



Required fields are highlighted on e-App. Unnecessary fields are grayed, so you don't waste time filling them out.

## 6. BENEFICIARY

Our contracts are owner driven. An annuitant's beneficiary must be named if the owner and annuitants are different. The primary beneficiary receives the annuity proceeds upon death. A contingent beneficiary may also be named and will receive proceeds only if the primary beneficiaries' death has preceded the death of the insured. Payout occurs upon the first death of the owner or death of last surviving annuitant. When joint owners are listed on the policy, the surviving owner can be listed as the primary beneficiary with additional beneficiaries listed as contingent. Payout does not automatically pay to the surviving owner, rather, to the individual(s) listed as the primary beneficiary. If a trust is the named beneficiary, the Certificate of Trust Agreement Form (form 10112Y) is required. A Beneficiary Form (form 8014Y) is available for additional beneficiaries.



e-App automatically adds up your beneficiary designation values so you can skip the math!

## 7. VERIFICATION OF IDENTITY

If owner is a natural person, complete question 1. If owner is a Trust or Business/Corporation, complete questions 1 and 2. ID must be valid (not expired).

**6 Owner's Beneficiary Designation\*** - 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  
S t a c y L J o h n s o n 4 5 6 7 8 9 1 2 3

Birth Date (mm/dd/yyyy) Relationship to Owner Phone Number  
0 4 - 0 8 - 1 9 8 2 D a u g h t e r 5 5 5 - 5 5 5 - 4 5 6 7

Beneficiary's Mailing Address (must be completed)  
7 9 8 6 A n y w h e r e s t 1 0 0 . 0 0 %  
City State Zip Code  
A n y t o w n I A 5 0 0 7 3

☐ Primary ☒ Contingent | ☐ Per Stirpes ☐ Per Capita

First Name MI Last Name Social Security Number/TIN  
S a m u e l L J o h n s o n 7 8 9 7 8 8 8 8 8

Birth Date (mm/dd/yyyy) Relationship to Owner Phone Number  
0 6 - 1 1 - 2 0 1 0 G r a n d s o n 5 5 5 - 5 5 5 - 4 5 6 7

Beneficiary's Mailing Address (must be completed)  
7 9 8 6 A n y w h e r e s t 1 0 0 . 0 0 %  
City State Zip Code  
A n y t o w n I A 5 0 0 7 3

☐ 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)  
City State Zip Code  
Percentage<sup>3</sup>

☐ Trust\* ☐ Corporation ☐ Estate ☐ Other

Full Name  
Tax ID Number (TIN) Trust Date (mm/dd/yyyy)  
Primary Contingent  
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 must be attached.

Complete the Annuitant's Beneficiary Designation section if the owner(s) and annuitant(s) are not the same.

\$102149  
y • 4350 Westown Parkway, West Des Moines, IA 50266 • www.MidlandNational.com  
Page 2 of 8

REV 6-18

**7 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: ID must be valid (not expired)

b. ☒ Driver's License ☐ State-Issued ID ☐ Military ID ☐ Passport ☐ Alien Registration Card

c. State Country Number Exp. Date  
I A U S 1 1 1 1 1 1 1 1 0 1 - 0 1 - 2 0 2 0

d. Occupation Employer Name Years Employed or Retired  
T r a i n e r C o m p a n y X Y Z 1 0

**2. Non-Natural/Business or Corporation:**

a. ☐ Trust Agreement ☐ Certificate of Incorporation

b. State Country

8. PRODUCT SELECTION

Indicate the product to be issued. If an immediate annuity is requested, complete a Payout Election Form (form 11953Y) to indicate the desired settlement options and payment frequency. If Life Contingency option is selected, provide proof of age (ex: driver's license, birth certification).

9. TAX STATUS

Indicate the tax status of the funds for the policy being applied for. If funds are being rolled over from a qualified IRC Section 403(b) plan to an IRA, please check "IRA" as the tax status. For transfers DO NOT indicate the current tax status of the funds at the transferring institution; indicate the tax status of the funds for the policy being applied for. We assume the current tax year unless otherwise indicated.

10. PREMIUM

Please list all premium expected for this policy. The following are some important points to remember:

- It is important to indicate if the policy should be issued with first money received or last funds when multiple money sources will be received. If the annuity is a single premium product or an Inherited IRA, the policy must be issued with last funds. (See highlighted area)
- If an individual other than the owner is funding the annuity, an acknowledging letter is required indicating that the funding party waives the rights to the policy. The letter must be signed by the person signing the check. We do not accept Agent/Agency checks, mortgage checks, cash, money orders, third-party checks, generic checks (no bank indication), or stock certificates.

8

Product Selection: M N L I n d e x B u i l d e r

9

Tax Status

10

Premium Contract funded by:

For IRA contributions be sure to fill in the tax year.

Complete if applicable - Contribution intended for the Tax Year:

Transfers Involving Multiple Checks:

Please check one

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

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 contracts?

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

Company Name: ABC Company

Contract Number: 12345678

Be sure to complete for multiple transfers. If first funds is elected, all funds received after issue are applied to the fixed account until the policy anniversary.

\$102152

22651Y

Midland National® Life Insurance Company • 4350 Westown Parkway, West Des Moines, IA 50266 • www.MidlandNational.com

Page 5 of 8

\$1021520

REV 6-18



## 11. REPLACEMENTS

This section must be filled out even if no replacement exists, and client and agent answers to the replacement questions must match. Indicate whether this annuity will replace an existing life insurance policy or annuity. The replacement form is required when replacing in full or part of a life or annuity policy. The replacement form is also required if the client resides within an NAIC state and owns life or annuity policies (even if they aren't being replaced at this time). The soliciting agent(s) must sign the annuity application and be licensed in the state where the application was signed. Make sure to indicate the agent number to avoid processing delays. Contact our Licensing Department at 877-586-0242 for assistance.

### REPLACING ANOTHER ANNUITY

When the client is replacing an annuity or life contract, the Replacement Form is required. Replacement refers to the discontinuation of a life insurance policy or annuity for purposes of issuing a new annuity with those proceeds. A replacement also occurs when a client takes a penalty-free withdrawal from another contract to fund an annuity with our Company. Also, the Replacement Form is required if the client currently owns a life or annuity product and resides in a state that has adopted the newest Replacement Model Regulation. In these NAIC states, if the client owns life or annuity policies (even if they aren't being replaced at this time), the replacement form is required. With all proposed replacement transactions, the Company expects that you are able to explain and document how the proposed replacement provides a clear benefit to the consumer given his or her current goals and objectives. To assist you with this, the company has a Comparison of Annuity Contract form available to be used with all proposed replacement applications. You may be asked for additional information regarding the replacement transaction during our suitability review as individual facts and circumstances dictate.

**11**

**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: ABC Company

Contract Number: 12345678

**Must match Agent's Certification on page 7 of the application.**

**11**

**Agent's Certification** (completed by agent only)

**Replacement Information** Does the applicant have any existing or pending life insurance or annuity contracts? ☒ Yes ☐ No

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

If yes, please provide the name of the company: ABC 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 initiated 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 

9	8	7	6	5	4	3	2	1
---	---	---	---	---	---	---	---	---

 Percentage<sup>7</sup>

1	0	0
---	---	---

% Date Signed 

1	2
---	---

 - 

0	8
---	---

 - 

2	0	1	6
---	---	---	---

☐ A ☒ B ☐ C ☐ D

James Agent James Agent 555-555-9999

Agent/Broker's Full Name (please print) Agent/Broker's Signature Phone Number

jamesagent@company.com

Agent's Email Address

**Agent 2 (if applicable)**

Agent Number 

--	--	--	--	--	--	--	--	--

 Percentage<sup>7</sup>

--	--	--

% 

☐ A ☐ B ☐ C ☐ D

Additional Agent Name (please print)

Additional Agent's Email Address

**Agent 3 (if applicable)**

Agent Number 

--	--	--	--	--	--	--	--	--

 Percentage<sup>7</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%.



\$102154

22651Y

Midland National® Life Insurance Company • 4350 Westown Parkway, West Des Moines, IA 50266 • www.MidlandNational.com

Page 7 of 8

\$1021540

REV 6-18

When Midland National is performing suitability review, the following Comparison forms are required for each annuity-to-annuity replacement:

Arkansas (12338Y-AR)

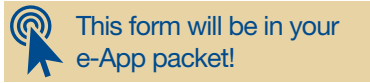
Florida (25134Y)

Nevada (12338Y-NV)

Comparison of Annuity Contracts Form (26002Y) (all states except AR, FL, NV)

See the New Business forms chart (7372Y) for more information.

The owner's signature, the date signed, and the city/state where the application was signed are required. If there are multiple owners, each owner must sign. For annuities owned by a corporation, an officer's signature and a copy of the corporate resolution is required. All required trustees must sign if a trust is an owner. Additional signatures may be required for state specific applications.



Any person who knowingly presents false or fraudulent claim for payment of loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **NJ Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **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.

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.**

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.

12
John Doe
Jane Doe

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

Signed at City:
State
Date Signed

A n y t o w n
I A
1 2 - 0 8 - 2 0 1 6

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.



\$1021530

REV 6-18

# Completing other Forms Used to Write Business Successfully

There are many form requirements during the application process depending on the product, state, etc. **IMPORTANT:** If you use e-App, the correct and current forms will be automatically added to your application once you select the product. For a full list of required forms by state and product, use the Forms Chart (7372Y), State Availability Chart (6746Y) and New Business Checklists (12222Y or 12223Y).

The following is a list of forms necessary to write annuity business in addition to the application:

- Fixed Index Annuity Allocation Forms
- Suitability Form
- Product Specific Disclosure - may vary by state, see approval chart
- Annuity Replacement Form - may vary by state, see approval chart
- Transfer Form
- In Alabama, the Alabama Arbitration Agreement form 12538Y-01 is required for all annuity sales.
- In Florida, the Accredited Investor form 14558Y is required for applicants age 65 and older who are applying for any Annuity Products with a surrender charge period longer than 10 years and/or whose surrender charge percentage is higher than 10% in the first contract year.
- In California, the Disclosure for Persons Residing in California Age 65 or Older 7572Y, is required for all products if the annuitant is 65 or older.
- For single premium deferred annuities, the following states require the owner to complete and sign an additional form at the time an application is written: Kansas (6778Y-KS), Ohio (6778Y-OH).

## Fixed Index Annuity Allocation Form for MNL IncomeVantage®

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

**INSTRUCTIONS:** Make sure all allocations equal 100%, and complete all applicable signatures.

<p><b>Daily Average</b> (Subject to an Index Margin)</p> <p>S&amp;P 500® Index <span style="float: right;">[ ] [ ] %</span></p> <p><b>Monthly Point-to-Point</b> (Subject to an Index Cap Rate)</p> <p>S&amp;P 500® Index <span style="float: right;">[ ] [ ] %</span></p> <p><b>Annual Point-to-Point</b> (Subject to an Index Cap Rate)</p> <p>S&amp;P 500® Index <span style="float: right;">[ ] [ ] %</span></p> <p><b>Annual Point-to-Point</b> (Subject to a Participation Rate)</p> <p>S&amp;P 500® Index <span style="float: right;">[ ] [ ] %</span></p>	<p><b>Annual Point-to-Point</b> (Subject to an Index Margin)</p> <p>S&amp;P 500® Low Volatility Daily Risk Control 5% Index <span style="float: right;">[ ] [ ] %</span></p> <p>S&amp;P Multi-Asset Risk Control 5% Excess Return Index* (S&amp;P MARC 5% ER) <span style="float: right;">[ ] [ ] %</span></p> <p><b>Annual Point-to-Point – Threshold Participation Strategy</b> (subject to Base and Enhanced Participation Rates)</p> <p>S&amp;P 500® Low Volatility Daily Risk Control 5% Index* <span style="float: right;">[ ] [ ] %</span></p> <p><b>Two-Year Point-to-Point</b> (Subject to an Index Margin)</p> <p>S&amp;P 500® Low Volatility Daily Risk Control 8% Index* <span style="float: right;">[ ] [ ] %</span></p> <p><b>Fixed Account</b> <span style="float: right;">[ ] [ ] %</span></p>
---	--

**Allocation percentages must be whole numbers and equal 100%**

\* Not available in all states.  
Ask your sales representative for availability in your state.

---

**Signatures**

Signed at:

City

State

**Annuitant/Owner Signature:** \_\_\_\_\_

**Joint Owners Signature:** \_\_\_\_\_

**Agents Signature:** \_\_\_\_\_

**Date:** [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

**Date:** [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

**Date:** [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

The "S&P 500®", "S&P Multi-Asset Risk Control 5% Excess Return Index", "S&P 500® Low Volatility Daily Risk Control 5% Index", "S&P 500® Low Volatility Daily Risk Control 8% Index" Indices ("Indices") are products of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and have been licensed for use by Midland National Life Insurance Company ("the Company"). Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. Midland National's MNL IncomeVantage is not sponsored, endorsed, sold or promoted by SPDJI, S&P, or their respective affiliates and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the Indices..

102265

1022650

26185Y

Midland National® Life Insurance Company

8-17

## FIXED INDEX ANNUITY ALLOCATION FORM

The Company has a variety of index account options your clients can allocate their premium to depending on the product selected and there are different allocation forms for various products. **IMPORTANT:** If you use e-App, the correct allocation form will be automatically added to your application once you select the product.



Allocations are automatically  
added up when you use e-App!



Agents serve an important role with assisting clients in determining which product(s) may best satisfy the client's financial objectives. Producers must have reasonable grounds for believing that an annuity recommendation is suitable. In accordance with the NAIC Suitability regulation, the producer must review 12 areas of client specific information. Our Company requires corresponding client disclosure of this information in the suitability form. Failure to complete this comprehensive form in its entirety could lead to unsuitable recommendations, declination of business, or additional follow up with the producer and client, resulting in a slow turn around to issue. For further information, please refer to the Suitability Agent guide (27634Y).

**(Section A continued - household financial information)**

3. Financial experience (number of years):  Stocks  Bonds  Mutual funds  Fixed annuities  
 Variable annuities  Life insurance  CDs  Pension/401(k)/403(b) or  None

4. Federal Income Tax Bracket: ☐ 10% ☐ 12% ☐ 22% ☐ 24% ☒ 32% ☐ 35% ☐ 37%

5. Tax filing status: ☒ Single ☐ Head of household ☐ Married filing jointly ☐ Married filing separately ☐ Widowed

6. Risk tolerance for this annuity: ☐ Low ☒ Moderate ☐ Moderate to high ☐ High ☐ Speculative

7. Are there any dependents within the household? ☒ Yes ☐ No

7a. If yes, list ages:  Age  Age  Age

8. After considering your net worth, source of funds, liquidity needs, and time horizon, do you believe this deferred annuity contract is suitable for your financial situation and objectives? ☒ Yes ☐ No

9. Excluding this transaction, has your producer previously sold you any other policies or annuity contracts? ☐ Yes ☒ No

10. Do you intend to apply for any means-tested government benefits and/or are you seeking qualification of any state or federal aid programs? (examples - Medicaid, veterans aid and attendance benefit, etc.) ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

11. Do you have a reverse mortgage? ☐ Yes ☒ No

11a. If yes, is any of the premium intended for this annuity proceeds from a reverse mortgage? ☐ Yes ☐ No

**B. Financial objectives**

1. My financial objective for purchasing this annuity (check all that apply): ☐ Liquidity ☐ Long-term growth ☐ Guaranteed provided  
☒ Transfer of assets to beneficiaries ☐ Long-term growth, followed by income ☒ Preservation of principal  
☐ Guaranteed death benefit ☐ Guaranteed lifetime withdrawal benefit

2. Do you have sufficient funds available for monthly living expenses, medical expenses, and emergencies other than the funds planned for this annuity or any other annuities already owned? ☐ Yes ☒ No

3. Financial time horizon - years I plan to keep this annuity:  years ☐ Lifetime

4. How do you anticipate taking distributions from this annuity? ☒ RMD ☐ Penalty free ☐ Annuitize ☐ Interest only withdrawal  
☐ Lump sum ☒ Leave to Beneficiary ☐ Guaranteed lifetime withdrawal benefit ☐ Immediate income ☐ Immediate access to funds

5. An annuity is a long-term contract with substantial penalties for early surrenders and/or withdrawals. Do you understand that if you take money out of this annuity, in excess of the penalty-free surrender amount during the surrender charge period, that you will incur a surrender charge and market value adjustment (also referred to as an interest adjustment in some annuity contracts/endorsements) - if applicable? ☒ Yes ☐ No

6. Do you anticipate a significant change in your future income or expenses during the surrender charge period? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

\$ 2 6 2 3 0 7

\$2623070

27274Y

Page 2 of 3

5-18

## C. Funding source and replacements of life or annuity contract(s)

1. Excluding this transaction, have you exchanged or replaced any other life policy or annuity contract within the last five years? ☐ Yes ☐ No  
If yes, please provide the transaction dates and corresponding companies: Company ABC to Company DEF in September 2015

2. Source of funds to purchase this annuity (check all that apply): ☐ Money market/brokerage account ☒ CDs ☐ Salary reduction  
☐ Death claim proceeds ☐ Reverse mortgage/home equity ☐ Checking/savings ☐ Pension/401k ☐ Stocks/bonds/mutual funds  
☐ Sale of primary residence ☐ Inheritance ☐ Traditional fixed annuity ☐ Fixed index annuity ☐ Variable annuity  
☐ Fixed life insurance ☐ Variable life insurance ☐ Annuitized payment(s)

## D. Applicant/Owner signature

By signing this form, I certify that the information provided is accurate. I acknowledge and agree that during the purchase of this insurance contract Midland National, its employees, and any of its agents/representatives acting in their capacity as an independent agent/representative of Midland National have not suggested that I liquidate securities, otherwise provided any investment advice, or made any representations regarding losses or gains in respect to my portfolio. I have been advised to discuss any liquidation of securities with a properly licensed securities advisor, and I acknowledge that anyone (including my agent/representative if properly registered) who provided me any such advice with respect to this purchase was not doing so in his/her role as an agent/representative of Midland National. By signing below, I certify that: 1) to the best of my knowledge and belief, the information provided to my agent/representative, and shown above is true and complete; 2) the annuity meets my financial needs and objectives; and 3) this annuity is suitable for me.

**Do not sign this form if any required question has been left blank.**

Applicant/Owner signature Kenneth Sample Date 12-1-17

Joint applicant/Owner signature \_\_\_\_\_ Date \_\_\_\_\_

## E. Agent statement - acknowledgment of responsibility for suitability recommendations

By signing below, I certify that:

- 1) I have completed a suitability and needs analysis review regarding the purchase of this annuity;
- 2) I have reasonable grounds for believing that the recommendation to purchase this annuity is suitable for the applicant/Owner;
- 3) I understand that only properly registered investment advisors or registered representatives are allowed to recommend the sale of securities and acknowledge if I am not properly security licensed, I did not make such a recommendation to the applicant/Owner; and
- 4) I agree to maintain records of the information provided by the applicant/Owner and any other information used as the basis for my recommendation. I agree to make such records available for review upon request by Midland National or by any regulatory body as required.

Agent/Representative signature John Doe

Agent/Representative number \_\_\_\_\_ Date 12-1-17

Midland National® Life Insurance Company  
P.O. Box 79907, Des Moines, IA 50325-0907  
Overnight: 4350 Westown Parkway, West Des Moines, IA 50266

262308

2623080

Page 3 of 3

5-18

ANNUITY DISCLOSURE  
STATEMENT

Each annuity product has a specific disclosure statement (including some state variations), which explains the details of the annuity features. This is where the owner of the annuity **MUST** initial and sign to acknowledge understanding of features of the annuity, such as: contracts Surrender Charge penalties, and Market Value Adjustment (also known as Interest Adjustment), etc.



Using e-App to e-sign is safe  
and efficient!

MNL IncomeVantage 10 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.

KS

Owner(s) Initials  
REQUIRED  
in Box Above

My initials confirm that:

- The MNL IncomeVantage 10 annuity is a long-term contract and a Surrender Charge up to 10% as well as an Interest Adjustment (if applicable in my state) will apply during the 10-year Surrender Charge Period to any full surrender or any partial surrender taken that exceeds the penalty-free partial surrender amount.
- I have reviewed pages 3-4 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.

GLWB BENEFIT FEATURE ACKNOWLEDGEMENT:

- I understand the following about the GLWB Benefit feature:
  - That exercising any liquidity features, such as partial withdrawals or surrenders, including a withdrawal as result of a divorce settlement or decree, will reduce the GLWB Value and adversely impact future income.

GLWB Bonus and the GLWB Stacking Roll-Up Credit do not apply to the following:

- The annuity's Accumulation Value
- The Contract's Death Benefit

GLWB Stacking Roll-Up Credit does not apply to the following:

- Years in which a withdrawal is taken (except RMDs)
- Once you elect Lifetime Payments

At this time, I plan to begin using the GLWB income feature of this product within (Please check one of the following):

0-5 years 6-10 years 10 + years ☒ Unknown

☒ Please mark an "X" in the box to the left if your agent provided you with a Midland National illustration for the MNL IncomeVantage 10. 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.

Kenneth Sample

Annuitant's/Owner's Original Signature

12012016

Date Signed (mm/dd/yyyy)

Be sure to obtain initials of owner. If the policy has joint owners, both owners must initial.

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.

John Doe

Agent's Original Signature

12012016

Date Signed (mm/dd/yyyy)

242201

26210Y

Not FDIC/NCUA Insured

May Lose Value

Not A Deposit Of A Bank

Not Insured By Any Federal Government Agency

Not Bank Guaranteed

2422010

Page 8 of 10

7-17

CLIENT COPY

14812Y | REV 7-17-18 FOR FINANCIAL PROFESSIONAL USE ONLY. NOT TO BE USED FOR CONSUMER SOLICITATION PURPOSES.

11

TRANSFER FORM

A transfer form is needed when transferring funds from one account to another. This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of an annuity contract. This form can also be used for **Transfers of Funds and Direct Rollovers**.

Complete the requested information concerning the existing contract, check the appropriate boxes, and date and sign this form.

Refer to the application, and if applicable, 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.

Complete one form for each surrendering company and contract.

Transfer form: e-App View

ACORD

1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company

Midland National Life Insurance Company

Business Address

Mailing Address

Overnight Address

4350 Westown Parkway

4350 Westown Parkway

4350 Westown Parkway

West Des Moines IA 50266

West Des Moines IA 50266

West Des Moines IA 50266

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. 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.

If you are considering a replacement you have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

Complete one form for each surrendering company and contract. Please apply funds to:

New / Existing Contract Number: Receiving Carrier DTCC #: (for Money Settlement)

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

1. Surrendering Company Lookup

Location ID

Surrendering Company Name (Complete one form for each surrendering company)

Surrendering Company Account / Policy / Contract Number

Street Address Line 1

Address Line 2

City

State

Zip

Phone Number

Ext

Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.)

Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.)

Estimated Amount of Transfer

For faster and easier access to other carrier's information, select "Surrendering Company Lookup" when using e-App.

ACORD

1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company

Midland National Life Insurance Company

Business Address

Mailing Address

Overnight Address

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. 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.

If you are considering a replacement you have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

Complete one form for each surrendering company and contract. Please apply funds to:

New / Existing Contract Number: 8500111222 Receiving Carrier DTCC #: (for Money Settlement)

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

Surrendering Company Name (Complete one form for each surrendering company)

Surrendering Company Account / Policy / Contract Number

XYZ Company

111222

Street Address Line 1

Address Line 2

123 Anystreet

City

State

Zip

Phone Number

Ext

Anytown

Iowa

12345

(555)555-5555

Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.)

Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.)

Estimated Amount of Transfer

IRA

\$ 10,000

Owner (First, Middle, Last) / Entity Name

Social Security Number / Tax ID #

John Doe

Joint Owner Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Company

Social Security Number

Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only)

Social Security Number

Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.

Social Security Number

Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.

Social Security Number

2. TRANSFER / ROLLOVER / 1035 EXCHANGE SURRENDERING INSTRUCTIONS

☒ Full ☐ Partial ☐ Free Amount

☐ 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:

☒ We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.

ACORD 951e (2017/06)

Page 1 of 4

© 2015-2017 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

3. DISCLOSURES / ACKNOWLEDGMENTS

I. 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 the 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.

ACORD 951e (2017/06)

Page 2 of 4

14812Y | REV 7-17-18

FOR FINANCIAL PROFESSIONAL USE ONLY. NOT TO BE USED FOR CONSUMER SOLICITATION PURPOSES.

12

This section only required for TSA to TSA transactions.



## REPLACEMENT FORM

When the client is replacing an annuity, the Replacement Form is required. Replacement refers to the discontinuation of a life insurance policy or annuity for purposes of issuing another annuity with those proceeds. A replacement also occurs when a client takes a penalty-free withdrawal from another contract to fund an annuity with the Company. It is important to remember the Replacement Form is also required if the client currently owns a life or annuity product, and resides in a state that has adopted the newest Model Replacement Regulation (even if the policy isn't replaced at this time).

**REMINDER:** When the client is replacing an annuity contract with another annuity, the Comparison of Annuity Contract form may be required.

When Midland National is performing suitability review, the following Comparison forms are required for each annuity-to-annuity replacement:

- Arkansas (12338Y-AR)
- Florida (25134Y)
- Nevada (12338Y-NV)

Comparison of Annuity Contracts Form (26002Y) *(all states except AR, FL, NV)*  
See the New Business forms chart (7372Y) for more information.



### 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.

- Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? ☒ YES ☐ NO
- 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. Company XYZ	5025066	Kenneth Sample	R
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 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>Kenneth Sample</i> Kenneth Sample	12-01-2016

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
<i>John Doe</i> John Doe	12-01-2016



116779

#### 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.

6779Y

Midland National® Life Insurance Company • 4350 Westown Parkway, West Des Moines, IA 50266

REV 7-14

# Glossary of Terms

## DIRECT ROLLOVER

A Direct Rollover is an IRS-approved method of transferring, tax-free, any part of a taxable portion of an “eligible rollover distribution” from a tax qualified pension plan under Section 401(a), or a TSA under Section 403(b), to another qualified plan, annuity or IRA.

Distributions not eligible for Rollover include minimum required distributions or one of a series of substantially equal payments made: (1) over the life (or joint life expectancies) of the participant and other beneficiaries; or (2) over a specified period of 10 years or more.

Once the Authorization to Transfer Form (ACORD 951e) has been submitted, Midland National will send a “letter of acceptance”, along with transfer paperwork, to the institution requesting the funds be sent directly to our office. Upon receipt of the funds, the annuity will be issued as requested.

## DIRECT TRANSFER

A Direct Transfer is an IRS-approved method of transferring funds from one institution to another as a non-taxable event. It is applicable to qualified funds only. The IRS does not require that the full balance of the annuity or account be transferred. Partial transfers also qualify as non-taxable events.

Once the Authorization to Transfer Form (ACORD 951e) has been submitted, Midland National will send a “letter of acceptance”, along with transfer paperwork, to the institution requesting the funds be sent directly to our office. Upon receipt of the funds, we will issue the annuity as requested.

### Requirements

- Completion of requirements outlined in the Tax Status Section on page 5.
- 1035/Direct Transfer/Rollover Form (ACORD 951e) must be completed and signed by the owner of each annuity.
- Attach the original annuity or life contracts to be exchanged. If the contract(s) is/are lost or destroyed, it should be duly noted on form (ACORD 951e).
- State-Approved Replacement Form (6779Y-StateAbbr) must be completed and signed by the soliciting agent and owner.
- Comparison form may be required for replacement transactions when Midland National is performing suitability review.

## INHERITED IRA (MGDO Form 8103Y required)

An IRA that becomes the property of someone from the deceased owner of the IRA. They are subject to special regulations. It can also be paid as an annuity or in periodic installments not extending beyond the beneficiary's life expectancy (Not available for non-qualified funds). Inherited IRAs are not available on Guaranteed Lifetime Withdrawal Benefit (GLWB) rider or every product. Not all riders are available in every state or with every product. Refer to the State Availability Chart (6746Y) for current information.

## IRA

An IRA is funded with dollars that are tax deductible from earned income. Midland National does not accept nondeductible IRA contributions into our IRA policies. In 2017, the maximum contribution allowed is \$5,500 or \$6,500 if age 50 or older unless the contribution represents rollover or direct transfer funds or catch-up provisions. In order for contributions to be accepted for the previous tax year, they must be post-marked no later than April 15th of the current tax year. Distributions from an IRA are 100% taxable income to the owner in the tax year distributed.

## NON-QUALIFIED

A non-qualified annuity is funded with after-tax dollars. The interest earnings are tax deferred until distribution. If the annuity is corporate owned tax deferral does not occur.

## PREMIUM DETAILS

Premium is accepted in the form of a check made payable to or endorsed over to Midland National. Additional deposits of \$25 or more can be made into our flexible premium annuities. The maximum premium accepted from any one annuitant and/or owner is \$3,000,000 (may vary by product). Maximum premium limit is based on current company practice\* and is subject to change. The minimum premium amounts vary according to tax status and product choice.

Commission will be held during the free-look period for contracts of \$500,000 or more. A delivery receipt must be signed in order to enact the free-look period.

Deposits are also accepted via EFT (Electronic Funds Transfer) or salary reduction program (used for funding TSAs). If deposits are to be automatically withdrawn from the owner's bank account via EFT, complete and submit the below required information.

### Requirements

- EFT Form (9564Y)
- Voided Check for the owner's account

## ROTH IRA

An individual retirement account which permits account holder's capital to accumulate tax free under certain conditions. Individuals can invest up to \$5,500 or \$6,500 if age 50 or older per year, subject to income limitations. Catch-up provisions may apply based upon the client's age. Withdrawals of principal and earnings are tax free after age 59½ as long as the assets have remained in the IRA for at least five years after the first contribution.

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

# Glossary of Terms Continued

## SECTION 1035(A) EXCHANGE

A Section 1035(a) exchange is an IRS-approved method of transferring funds from one institution to another as a non-taxable event. The Authorization to Transfer Funds Form (ACORD 951e) is required. 1035 Exchanges are applicable only on non-qualified annuities. To effect a Section 1035(a) Exchange, the life insurance policy or annuity must be absolutely assigned in full or as a partial 1035 Exchange to Midland National by the owner. The Company will instruct the institution to send the life insurance or annuity proceeds directly to our office. Upon receipt of the proceeds, the new annuity will be issued as requested.

PLEASE NOTE: All Section 1035(a) Exchanges are required to keep the same annuitants and owners.

## SEP IRA

A Simplified Employee Pension IRA is an employer-sponsored retirement savings plan that small business owners may offer to their employees. On SEP IRAs a single individual must be named as the owner and annuitant.

## TSA/403(B)

A TSA is a deferred tax arrangement (pre-tax dollars) whereby an employee can exclude from his/her gross income the premium paid on an annuity that will provide a retirement annuity. To qualify for a TSA, an individual must be employed by a nonprofit organization or public school system. The Billing Supplement Form (9099Y) is required when establishing regular premiums with Midland National.

The client may also elect to transfer funds currently held in a TSA/403(b) account. The 403(b) Exchange and Acknowledgement Form (11907Y) is required when transferring funds to Midland National. All TSA funds must come from a rollover / transfer or from an employer - not directly from the individual. Verify Midland National is an approved vendor prior to selling TSA/403(b) business.

## UNIFORM GIFT TO MINORS ACT (UGMA) /

## UNIFORM TRANSFER TO MINORS ACT (UTMA)

Provides that an adult may make a lifetime gift of an annuity to a minor by giving control of the funds to a custodian. To qualify under UGMA or UTMA, the annuity must be issued with the minor as the annuitant and owner. The adult signs as "John Doe, Custodian, for the benefit of Jimmy Doe UGMA or UTMA." Distributions taken from the annuity are reported under the minor's social security number. Please consult a tax advisor for specific gift tax regulations.

# Protect your assets and those you love with an industry leader

Midland National® Life Insurance Company is a leading insurance company in the U.S. Throughout our 100-plus year history, we've focused on providing growth, income, and financial protection to the clients we serve. Our insurance and annuity products have consistently provided value to our clients – in all types of market and economic environments.

Midland National has continued to earn high ratings, based on our financial strength, operating performance, and ability to meet obligations to our policyholders and contract holders. Midland National currently holds the following ratings:

A.M. Best <sup>A,B</sup>	S&P Global Ratings <sup>B,C</sup>	Fitch Ratings <sup>D</sup>
<b>“A+”</b> (Superior) <i>(Second category of 15)</i> Superior ability to meet ongoing obligations to policyholders	<b>“A+”</b> (Strong) <i>(Fifth category of 22)</i> Very strong financial security characteristics	<b>“A+”</b> (Stable) <i>(Fifth category of 19)</i> Strong business profile, low financial leverage

A.M. Best is a large, third-party independent reporting and rating company that rates an insurance company on the basis of the company's financial strength, operating performance, and ability to meet its obligations to policyholders. S&P Global Ratings is an independent, third-party rating firm that rates on the basis of financial strength. Ratings shown reflect the opinions of the rating agencies and are not implied warranties of the company's ability to meet its financial obligations. The ratings above apply to Midland National's financial strength and claims-paying ability. **a)** A.M. Best rating affirmed on July 6, 2017. For the latest rating, access [ambest.com](http://ambest.com). **b)** Awarded to Midland National® as part of Sammons® Financial Group Inc., which consists of Midland National® Life Insurance Company and North American Company for Life and Health Insurance®. **c)** Standard & Poor's rating assigned Feb. 26, 2009, and affirmed on Oct. 19, 2016. **d)** Fitch Ratings, a global leader in financial information services and credit ratings, on April 24, 2018, assigned an Insurer Financial Strength rating of A+ Stable for Midland National. This rating is the fifth highest of 19 possible rating categories. The rating reflects the organization's strong business profile, low financial leverage, very strong statutory capitalization, and strong operating profitability supported by strong investment performance. For more information access [fitchratings.com](http://fitchratings.com).



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

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