

# Advisory profile form and agreement



P.O. Box 10385, Des Moines, IA 50306-0385

This Advisory profile form and agreement (“Agreement”) allows authorized representatives and investment advisory representatives (“IARs”) of the registered investment advisory firm (“RIA”, “you”, or “your”) named in this Agreement, and as properly named in any supplement thereto, to administer and service Midland National® Life Insurance Company (“Midland National”) issued Annuity Contracts (“Contracts”) sold to your clients by Midland National appointed agents. You must provide the information requested in this Agreement and submit a signed copy to [RIAService@sfgmembers.com](mailto:RIAService@sfgmembers.com). In addition to this Agreement, your clients will also be required to submit a Client advisor authorization form 32041Y which is included in each new business Contract application packet, and can also be submitted directly to Midland National as a separate document.

## 1. RIA information (all fields required)

RIA name	RIA CRD number	RIA EIN/Taxpayer ID
RIA address (street address, city, state, ZIP )		
RIA email address	RIA phone number	

## 2. RIA’s responsibilities

You and your IARs will comply with all applicable federal and state laws, rules, and regulations. In the event one or more of your IARs is replaced on a Contract, you shall immediately notify Midland National and a new Client advisor authorization form will be required.

You shall ensure that all actions taken by you and your IARs pertaining to the Contract have been authorized by your clients. Please note that in order to perform certain transactions under the Contract (such as account allocation changes, fee disbursements, etc.) Midland National will require the client to sign and submit the Client advisor authorization form to Midland National.

## 3. Client information

By entering into this Agreement, you acknowledge that you have and will maintain physical, administrative, technical and organizational measures consistent with appropriate industry standards to ensure the security and confidentiality of any information pertaining to any Contract that is provided to you by Midland National and personally identifiable information that may otherwise be transmitted to Midland National (collectively the “information”). You agree to maintain the security of any access credentials provided to you or your authorized representatives and IARs to prevent any unauthorized access. You further agree to comply with all privacy and data protection laws, rules, and regulations applicable to you and your authorized representatives and IARs. If you or your IARs or authorized representatives become aware of any loss, theft, or unauthorized use of any information, you agree to notify Midland National immediately. Where necessary as part of an information security incident, you agree to cooperate with Midland National to review the incident, take reasonable steps to prevent similar future incidents, and confirm compliance with this Agreement.

## 4. Advisory fee disbursements

Midland National has developed “fee-based” Contracts for distribution within the investment advisor market (“fee-based Contracts”), and agrees to effect withdrawals from clients’ fee-based Contracts and disburse to RIA the agreed upon advisory fees between RIA and their clients, provided that:

- Each request for an advisory fee disbursement submitted in good order (which is processed as a partial withdrawal from the Contract after issue) will be processed within two business days from date of receipt. Each request must contain: (i) Contract number(s); (ii) Contract Owners name(s) and; (iii) amount(s) required for advisory fee disbursement. These requests must also contain appropriate RIA firm information, including name, address, and CRD number. Requests can be sent via email to [RIAService@sfgmembers.com](mailto:RIAService@sfgmembers.com), fax, or uploaded through the Midland National website secure document upload functionality.
- RIA’s Agreement with each client, or written supplement thereto, informs each client that any advisory fee disbursements will impact any applicable living benefit feature and will reduce the cash surrender value of their Contract and the net death benefit payable under the Contract.
- RIA’s Agreement with each client, or written supplement thereto, informs each client of any potential tax consequences associated with advisory fee disbursements. Midland National has been granted a Private Letter Tax Ruling (PLR) from the Internal Revenue Service that allows advisory fee disbursements on fixed index annuity, variable annuity and registered index-linked annuity non-qualified Contracts to not be considered distributions for federal income tax purposes, provided they do not exceed an amount equal to an annual rate of 1.5% of the Contract’s cash value. Midland National limits advisory fee disbursements allowed on annuities, and those limits could be lower than the PLR. Advisory fee disbursements from non-qualified multi-year guaranteed Contracts are considered distributions and may be taxable to the client who owns the Contract. Please refer to the client’s Contract for details.

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- (d) RIA's Agreement with client, or written supplement thereto, informs client that advisory fee disbursements are partial withdrawals under the terms of the Contract, and that the amount of the advisory fee disbursement is included in the calculation of the free partial withdrawal amount permitted each year without surrender charges. For the sake of clarity, Midland National will not process partial withdrawals for advisory fee disbursements from Contracts that are not fee-based Contracts. Likewise, RIA shall not request advisory fee disbursements from any Contract that is not a fee-based Contract.
- (e) Advisory fee disbursement requests will not be processed if you are no longer listed as the RIA of record on the Contract as of date of Midland National's receipt of the advisory fee disbursement request. Advisory fee disbursements requested on or after the date you are no longer the RIA of record on a Contract will need to be paid by the client directly.

Advisory fee disbursement requests will be paid via electronic funds transfer (EFT) to your bank account on file. If you intend to take advisory fee disbursements from any eligible Contract issued by Midland National, please provide the required RIA bank information below. It is recommended a copy of a voided check or bank statement be attached with this form to confirm accuracy. If the RIA's EFT information is not provided or the information on file cannot be validated, all advisory fees disbursements will be paid to the RIA via check until an updated form is provided with the required information and it is validated.

Name of financial institution	Routing number	Account number
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**5. Individual Advisory Representatives** (for each IAR, all fields are required except for fax number)

For each IAR listed below, Midland National will grant access to its website to view and exercise any authorized permissions on each Contract where a client advisor authorization form has been executed. Examples of those permissions include the ability to request advisory fee disbursements to be paid from the Contract and the ability to make index allocation changes. Access and permissions are restricted to those clients and Contracts to whom the IAR is associated. If the IAR needs access to all RIA clients of the firm, also enter them as an authorized representative in the section below. For additions or changes to this list, use form 32182Y. If you want to remove an IAR's access and/or authorized permissions, please contact Midland National at [RIAService@sfgmembers.com](mailto:RIAService@sfgmembers.com). Midland National reserves the right to reject and/or rescind access and permissions to any IAR in its sole discretion.

Name (first, middle initial, last)		
Date of birth (mm/dd/yyyy)	Last four of Social Security number	Personal CRD number
Business address		
Email address	Phone number	Fax number

Name (first, middle initial, last)		
Date of birth (mm/dd/yyyy)	Last four of Social Security number	Personal CRD number
Business address		
Email address	Phone number	Fax number

Name (first, middle initial, last)		
Date of birth (mm/dd/yyyy)	Last four of Social Security number	Personal CRD number
Business address		
Email address	Phone number	Fax number

**6. Authorized Representatives** (complete all fields for each authorized representative)

For each RIA employee named below Midland National will grant access to its website to view and exercise any authorized permissions on each Contract where a client authorization form has been executed. Examples of those permissions include the ability to request advisory fee disbursements to be paid from the Contract and the ability to make index allocation changes. For additions to this list, use form 32182Y. To remove an authorized representative's access and/or authorized permissions, please contact Midland National at RIAService@sfgmembers.com. Midland National reserves the right to reject or rescind access and/or permissions to any authorized representative in its sole discretion.

Full name (first, middle initial, last)

Email address	Date of birth (mm/dd/yyyy)	Last four of Social Security number
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Full name (first, middle initial, last)

Email address	Date of birth (mm/dd/yyyy)	Last four of Social Security number
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Full name (first, middle initial, last)

Email address	Date of birth (mm/dd/yyyy)	Last four of Social Security number
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Full name (first, middle initial, last)

Email address	Date of birth (mm/dd/yyyy)	Last four of Social Security number
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**7. General provisions of this Agreement**

Each party to this Agreement shall, at their own cost, defend and hold harmless the other and their employees, agents, officers, and directors from and against any and all claims or actions caused or allegedly caused, in whole or in part, by the party's conduct, or the conduct of the employees, agents, affiliate(s), or representatives, regardless whether that conduct be action or inaction.

- (a) Either party may terminate this Agreement immediately upon written notice to the other party.
- (b) All notices to the undersigned RIA will be sent to the address provided in Section 1 and all legal notices to Midland National must be sent via fax to 515-221-4813.
- (c) This Agreement contains the entire understanding between the parties regarding the subject matter hereof and supersedes any prior discussions or Agreements concerning such subject matter.
- (d) This Agreement may be amended only by a written document that expressly references this Agreement and is signed by Midland National and the RIA. The RIA shall not assign this Agreement without Midland National's prior written consent.
- (e) The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way that party's full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision in this Agreement does not constitute a waiver of the provision itself.
- (f) This Agreement shall be construed according to the laws of the State of Iowa, without giving effect to its choice of law provisions.
- (g) Midland National will be deemed to have signed and accepted this Agreement upon receiving an unaltered signed copy of this Agreement from the RIA and adding the RIA to Midland National's administrative systems.

Authorized officer's name

Authorized officer's title

Authorized officer's signature

Date (mm/dd/yyyy)



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