

Registered investment advisor (RIA) onboarding agreement



This agreement allows you (the registered investment advisor listed below) along with any investment advisor representatives (IARs) that you submit for authorization with Midland National® Life Insurance Company to administer and service annuity contracts sold by agents appointed by Midland National to your clients. You must provide the information requested in this agreement and submit a signed copy via fax to 877-586-0249.

In addition to this agreement, your clients will also be required to submit a Client advisor authorization form.

1. RIA information

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 the 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 persons 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 persons. If you or your IARs 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. Fee disbursements

Midland National has created "fee-based" contracts for sale within the investment advisor market ("fee-based contracts"), and agrees to effect withdrawals from clients' fee-based contracts (for fee disbursements) and disburse to RIA the agreed upon fees between RIA and clients, provided that:

- (a) Each request for a fee disbursement, submitted in good order, will be processed within two business days from date of receipt. Each request must contain contract number(s), contract Owners name(s) and amount(s) required for disbursement. The request must also contain appropriate RIA firm information – name, address, and CRD number and must be signed by an authorized signor for the firm. Requests can be sent via fax or uploaded through the Midland National website secure document upload functionality.
- (b) RIA's agreement with client, or written supplement thereto, informs client that fee disbursements will impact any applicable living benefit feature and will reduce the cash surrender value of a contract and the net death benefit payable under the contract.
- (c) RIA's agreement with client, or written supplement thereto, informs the 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 fees on fixed index annuity, variable annuity and registered index-linked annuity non-qualified Contracts to not be considered distributions provided they do not exceed an amount equal to an annual rate of 1.5% of the Contract's cash value. Midland National limits the advisory fees allowed on annuities, and those limits could be lower than the PLR. Advisor fee withdrawals from non-qualified multi-year guaranteed annuity Contracts are considered distributions and may be taxable to the Contract owner. Please refer to the client's annuity Contract for details.
- (d) RIA's agreement with client, or written supplement thereto, informs Client that fee disbursement withdrawals count as withdrawals under the terms of the contract or policy, and that the amount of the fee disbursement is included in the calculation of the free withdrawal amount permitted each year without surrender charges. For the sake of clarity, Midland National will not effect withdrawals for fee disbursements from contracts that are not fee-based contracts. Likewise, RIA shall not request fee disbursements from any contract that is not a fee-based contract.
- (e) 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 receipt of the fee request. Fees requested post termination date will need to be paid by the contract Owner directly.

Fee disbursement requests will be paid via electronic funds transfer (EFT) to the bank account on file for the RIA firm. Please provide necessary bank information below. This information is required if you intend to take fees from a Midland National Contract.

Name of financial institution	Routing number	Account number
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5. Authorized person(s)

The following person(s) are authorized, named employees of the advisor firm. Midland National is authorized to act on instructions from and establish access to the Midland National website for each of the named employees. A separate IAR information form should be submitted for each individual IAR. Midland National will also consider each IAR an authorized person of the advisor firm. Please list additional authorized persons on a separate sheet.

Full name	Email address
Date of birth (mm/dd/yyyy)	Last four of Social Security number
Full name	Email address
Date of birth (mm/dd/yyyy)	Last four of Social Security number
Full name	Email address
Date of birth (mm/dd/yyyy)	Last four of Social Security number
Full name	Email address
Date of birth (mm/dd/yyyy)	Last four of Social Security number

6. General provisions

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 above 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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