

Investment Advisor agreement



Mail to: P.O. Box 9261, Des Moines, IA 50306-9261
Overnight: 8300 Mills Civic Pkwy, West Des Moines, IA 50266-3833
Phone: 1-866-747-3421 | **Email:** SecuritiesPI@sfgmembers.com

This Agreement is made and entered by and between the Advisor and Midland National Life Insurance Company. This Agreement relates to annuity contracts, issued by Midland National that are available for trading on a platform provided by Midland National and the Advisor's investment transfers among investment options. The Advisor agrees to provide such services to its clients in accordance with the following terms and conditions:

1. Investment transfers

The Advisor agrees that it will effect transfers between investment options under a annuity contract only in compliance with any limitations, including limits on the number, timing, or amount of such transfers, as may be implemented from time to time by Midland National or the investment manager(s) of the funds or fund series underlying such investment options.

2. Authority

The Advisor agrees that to the extent that it seeks to exercise rights in the Investment Advisory Contract pursuant to a limited power of attorney, it will use Midland National's "Investment Advisor Authorization Form" and acknowledges that Midland National will not act upon the Advisor's instructions with respect to a annuity contract until a properly completed Investment Advisor Authorization Form has been filed with respect to that annuity contract.

3. Electronic/Internet transfers

The Advisor agrees to submit requests for transfers only through the group trading platform for annuity contracts, including those that affect more than one annuity contract, (i.e., group modeling, group transfers, block trades and group rebalancing). The Advisor shall use the group trading platform, provided that the annuity contracts are available and the Advisor has access and that the site is available at the time the transfer is placed.

Should the group trading platform be unavailable, Midland National will seek to provide the Advisor with an alternative method to place the trade(s) for the time the trading platform is out of operation. Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party vendors and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of governmental authority or new governmental restrictions, or acts of God.

4. Transfer deadline

The Advisor acknowledges that it must submit requests for transfers between investment options via the group trading platform fifteen minutes prior to any announced closing of the New York Stock Exchange, for such transfers to be processed effective on the current business day; transfer requests received after the deadline will be processed on the following business day.

By Internet 2:45 p.m. Central Standard Time

5. Reserved rights

The Advisor acknowledges that the annuity contract(s) is intended to be a long-term investment and that Midland National reserves the right to reject any application for a annuity contract.

6. Replacements

The Advisor agrees that it shall not induce or cause, or attempt to induce or cause, directly or indirectly, annuity contract owners to lapse, terminate, surrender, exchange, transfer, or cancel their annuity contracts.

NOT FDIC/NCUA INSURED, MAY LOSE VALUE INCLUDING LOSS OF PRINCIPAL, NO BANK/ CU GUARANTEE, NOT A DEPOSIT, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY.

7. Access and restrictions

The Advisor understands that access to the group trading platform requires the use of a password or other unique access code. The Advisor agrees to indemnify and hold Midland National harmless from actions initiated on the group trading platform by the Advisor, its agents or employees or through the Advisor's own neglect, carelessness, or failure to maintain adequate safeguards to protect the access code. The Advisor shall immediately notify Midland National should the security of the group trading platform or the access code be compromised.

8. Authorized person(s)

The following person(s) are authorized named employees of the Advisor and/or the Advisor's Firm. Midland National is authorized to establish access to the group trading platform for each of the named employees. (If additional authorized person(s) are needed, please provide on an additional page with signatures.)

Name (first, middle initial, last)	Social Security number/EIN
Name (first, middle initial, last)	Social Security number/EIN
Name (first, middle initial, last)	Social Security number/EIN

9. Assignment

This Agreement shall not be assigned by either of the parties hereto without the prior written consent of the other party.

10. Waiver, modification and termination

Any term or condition of this Agreement may be waived at any time by any party that is entitled to the benefit thereof. Such a waiver must be in writing and must be executed by an officer of such party. A waiver on one occasion shall not be deemed a waiver of the same or any other term or condition on a future occasion.

This Agreement may be modified or amended only in writing by a duly appointed officer of Midland National and delivered to the Advisor; such a change shall be effective five calendar days after the date such a notice is mailed.

Either party may terminate this Agreement by written notice to the other party at the address set forth above. Such termination shall be effective upon the non-terminating party's receipt of such written notice. Upon termination of this Agreement, the Advisor shall not be permitted to effect transfers between investment options on behalf of its clients through the group trading platform.

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of law doctrine.

The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, or negotiations between the parties with respect to such subject matter.

11. Signature

This authorization shall remain in full force and effect until the earlier of (1) revoked via written notice to Midland National, (2) full surrender or distribution of the contract, or (3) death of the Owner.

Title of Signatory (print name)	
<input type="text"/>	
Investment Advisor or Officer of firm's signature	Date signed (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>

