

Secure Rate Pro Multi-Year Guaranteed Annuity APPLICATION PACKET



HEARTLAND NATIONAL LIFE'S (HNL'S) SECURE RATE PRO MULTI-YEAR GUARANTEED ANNUITY APPLICATION

Thank you for choosing to partner with Heartland National. Please ensure the following items have been completed before submitting your application packet. General form information is provided where applicable.

GENERAL GUIDELINES

Heartland National may consider cases outside limits outlined with home office pre-approval. Contact the Heartland National Home Office to receive pre-approvals. All products must meet the minimum/maximum premium and issue age requirements:

- Minimum Premium: \$5,000; Maximum Premium: \$1,000,000;
- Issue Ages: 0-90

Due to USA Patriot Act requirements, a physical street address is required for the Annuitant, Owner, Joint Annuitant, and Joint Owner if applicable. All forms, as applicable, must be fully and clearly completed. Any corrections made to the application must be initialed and dated by the Owner.

AGREEMENTS AND SIGNATURES

- The agreement section must be signed and dated by the Annuitant and Owner. The City and State must be listed.
- If the Owner is not a natural person, the application must be signed by the person authorized to act on behalf of the owner. Appropriate documentation of authorization must be provided with the application packet.

REQUIRED FORMS

The following forms are included in this packet and required when submitting an application:

- Application for Secure Rate Pro Multi-Year Guaranteed Annuity (ICC25-M2HN-APP).
- Cert of Disclosures (ICC25-COD-HNL).
- Suitability (HNL-SRP-SUIT).
- Replacement Notice - required if client owns Life or Annuities (HNL RF 01/2024).
- 1035 Exchange/Rollover/Transfer eFORM - required if Owner is transferring funds from another company to purchase annuity. Owner's current financial institution may require a Medallion Signature Guarantee.
- Insurance Agent Disclosure of Annuities - must be used for annuity sales in all states to satisfy the NAIC Model Regulation #275. The model regulation requires the use of the disclosure form "Insurance Agent Disclosure of Annuities" and must be signed by both the agent and client. A copy of this disclosure form is required to be retained in the agent's file for each client that purchases a HNL annuity. (Agent keeps for records)(HNL-ANN-ADISC).

ADDITIONAL FORMS

The following forms are not required and can be found in the "supplies" tab on the agent portal:

- Non-Resident Annuity Form
- Surrender Charge Acknowledgement Form- Required for over 2% Surrender
- PTE 84-24 Disclosure
- Systematic Withdrawal Request Form
- Beneficiary Change Form
- Supplemental Beneficiary Form
- HNL Wire Transfer Form
- Certification of Trust and Trustee Powers / 72u Form
- Certificate for Entity Ownership
- Roth IRA Conversion Form

Individual Annuity Application

Heartland National Life Insurance Company



All sections of this form must be fully completed.

Heartland National Life Insurance Company

Admin Office Address: PO Box 11466 Winston-Salem, NC 27116

Telephone: (888) 616-0015

1. Owner

| | | | |
|---|--|-----------------------|---------|
| Individual or Trustee First Name | | Trust or Company Name | |
| Date of Birth | | | |
| Address | | | |
| City & State | | Zip | SSN/TIN |
| Phone | | | |
| E-Mail Address | | | |
| Type of Identification (Check One) | | ID Number | State |
| <input type="checkbox"/> State Issued <input type="checkbox"/> Passport <input type="checkbox"/> Other: _____ | | | |

Note: If the proposed owner(s) is a non-natural entity (i.e. Trust, Corporation, Association, etc.), additional documentation will be required to establish the entity's legal identity and who has authority to legally act on behalf of the entity.

Joint Spousal Owner (Not applicable to qualified contracts or those owned by non-natural entities):

| | | | |
|---|--|-----------------------|---------|
| Individual or Trustee First Name | | Trust or Company Name | |
| Date of Birth | | | |
| Address | | | |
| City & State | | Zip | SSN/TIN |
| Phone | | | |
| E-Mail Address | | | |
| Type of Identification (Check One) | | ID Number | State |
| <input type="checkbox"/> State Issued <input type="checkbox"/> Passport <input type="checkbox"/> Other: _____ | | | |

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2. Annuitant (Complete if different from owner)

Individual First Name

Date of Birth

Address

City & State

Zip

SSN

Phone

E-Mail Address

Type of Identification (Check One)

State Issued Passport Other: _____

ID Number

State

Joint Spousal Annuitant (Not applicable to non-spouse or qualified contracts):

Individual First Name

Date of Birth

Address

City & State

Zip

SSN

Phone

E-Mail Address

Type of Identification (Check One)

State Issued Passport Other: _____

ID Number

State

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3. Beneficiaries

Proceeds will be divided equally if no percentages are listed. All beneficiaries must be living/existing at the time of Application. The sum of the percentages for Primary and Contingent Beneficiaries, respectively, must total 100%. A contingent beneficiary will receive the proceeds if the primary beneficiary dies prior to the payment of any proceeds.

- If the beneficiary is a trust, include the name and trust creation date on the Beneficiary name line.
- Please provide Social Security/Tax Identification Numbers to expedite future Death Claim processing.
- List additional beneficiaries on a separate page. Owner must sign, date and include required information.

| | | | |
|--|-----|--------------------|--|
| Individual, Trust, or Company Name: | | | <input type="checkbox"/> Primary <input type="checkbox"/> Contingent |
| Address: | | | |
| Date Of Birth: | / / | SSN # or Tax ID #: | |
| Beneficiary %: | | Phone Number: | |
| Relationship to Owner: | | Email: | |
| Individual, Trust, or Company Name: | | | <input type="checkbox"/> Primary <input type="checkbox"/> Contingent |
| Address: | | | |
| Date Of Birth: | / / | SSN # or Tax ID #: | |
| Beneficiary %: | | Phone Number: | |
| Relationship to Owner: | | Email: | |
| Individual, Trust, or Company Name: | | | <input type="checkbox"/> Primary <input type="checkbox"/> Contingent |
| Address: | | | |
| Date Of Birth: | / / | SSN # or Tax ID #: | |
| Beneficiary %: | | Phone Number: | |
| Relationship to Owner: | | Email: | |
| Individual, Trust, or Company Name: | | | <input type="checkbox"/> Primary <input type="checkbox"/> Contingent |
| Address: | | | |
| Date Of Birth: | / / | SSN # or Tax ID #: | |
| Beneficiary %: | | Phone Number: | |
| Relationship to Owner: | | Email: | |

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4. Contract Duration (Please Check One):

3 Years

5 Years

7 Years

10 Years

5. Optional Riders: The selection of any of the below riders may affect the crediting rate of your contract.

Please select at most one Liquidity Benefit

Required Minimum Distribution (Not Available for Non-Qualified Premium)

Earned Annual Interest Withdrawal

6. Select Plan Type:

Nonqualified

Traditional IRA

Roth IRA

SEP IRA

Contribution IRA Tax Year:

Contribution Amount: \$

Premium: Please make check(s) payable to Heartland National Life Insurance Company

| | |
|--|----|
| New Purchase (Check/ACH/DTCC Settlement) | \$ |
| Anticipated total amount from Transfer/Rollover Initiated by Heartland National Life | \$ |
| Anticipated total amount from External Transfer(s)/Rollover(s) to be requested by Agent or Owner | \$ |
| Total Estimated Premium | \$ |

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7. Acknowledgements, Agreements and Signatures

Replacement: If either of the following questions is answered "Yes", please complete and submit the state-specific replacement form.

| | | |
|--|------------------------------|-----------------------------|
| 1. Do you have an existing life insurance policy or annuity contract? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Will the annuity applied for replace or change an existing life insurance policy or annuity contract? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

By signing below, all parties certify to their understanding of the following: I have read the statements made in this application. To the best of my knowledge and belief, the statements made are complete, true, and correctly recorded. I understand that: a copy of this application may form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; no agent has the authority to modify any annuity issued; and there are terms, conditions, charges, and fees for any optional rider selected. I confirm I have received a copy of the Contract Summary and Disclosure. I understand that any values shown other than the minimum guaranteed contract values are not guarantees, promises, or warranties. To the best of my knowledge and belief, the annuity and all benefits applied for are suitable for my investment time horizon, goals and objectives and financial situation and needs. I understand that if the annuity is issued with a market value adjustment, the cash surrender values may increase or decrease based on a market value adjustment prior to the date or dates specified in the annuity; the market value adjustment applies when the surrender charge applies. I understand that, to help the government fight the funding of terrorism and money laundering activities, federal law requires Heartland National Life Insurance Company, and all insurance companies, to obtain and record information for each person who purchases an annuity contract. Third party sources may be used to verify the information provided.

Fraud Warning Notice: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Signed At (City, State): _____ Date: _____

Signature of Owner: _____

Signature of Joint Owner (If Applicable): _____

Signature of Annuitant (If Different Than Owner): _____

Signature of Joint Annuitant (If Applicable): _____

Important Contacts

| | |
|--|--|
| Overnight Mailing Address: | 4964 University Parkway, Suite 203 Winston-Salem, NC 27106 |
| Customer Service/ New business number: | 1-888-616-0015 |
| New Business Submission Email: | heartlandnb@actmanre.com |
| Agent Portal: | hnlicagent.com |
| Client Portal: | www.policyaccess.com/heartland |

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8. Agent Certification

| | | |
|--|------------------------------|-----------------------------|
| Does the applicant have an existing life insurance policy or annuity contract? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| To the best of your knowledge, does this application replace or change existing life insurance policy or annuity contract? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

I certify that the application was signed and dated by the Owner(s). I certify that all the Company's disclosure material has been presented to the applicant and a copy was provided to the applicant. I have not made any statements which differ from this material nor have I made any guarantees or promises about the expected future values of the annuity. I have received a copy of, have carefully read and complied with the applied for annuity's training manual. I have verified the identity of the Owner, Joint Owner, Annuitant and Joint annuitant through an examination of a state or federal government photo identification card provided by the Owner, Joint Owner, Annuitant or Joint Annuitant such as a driver's license or passport. I have truly and accurately recorded on this application the information provided by the applicant.

Primary Agent: _____

Signature _____ Date: _____

Agent No: _____

Split% (If <100%): _____ Agent Phone No: _____

Agent Email: _____

Primary Agent: _____

Signature _____ Date: _____

Agent No: _____

Split% (If <100%): _____ Agent Phone No: _____

Agent Email: _____

[Primary Agent: _____

Signature _____ Date: _____

Agent No: _____

Split% (If <100%): _____ Agent Phone No: _____

Agent Email:] _____

Certificate of Disclosure

Heartland National Life Insurance Company



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Description

Secure Rate Pro is a Single Premium Deferred Annuity designed to accumulate money for retirement. It is suitable for use as an IRA or as an attractive alternative to CDs and other taxable vehicles. (Not available as 403(b) or SIMPLE IRA.) You can start your Secure Rate Pro annuity with a minimum premium of \$5,000.

How Interest is Credited

Interest is credited at an initial interest rate guaranteed for the Initial Guarantee Period you select. Your interest is compounded daily to yield our declared annual interest rate. At the end of the Initial Guarantee Period, the Owner will be allowed to withdraw their Accumulation Value. If they elect not to, a new Guarantee Period will begin automatically.

Policy Values

Your Accumulated Value is 100% of the premium paid and earned interest, less any partial withdrawals. The Cash Surrender Value is the Accumulated Value less any applicable surrender charges and Market Value Adjustment (MVA). The death benefit is the Cash Surrender Value. The Accumulation Value will be reduced for any applicable premium tax.

Liquidity

All partial withdrawals (including required minimum distributions from qualified retirement accounts) will be reduced by any applicable surrender charges and MVA, unless specifically provided by a rider you selected. The amount of a partial surrender must be at least one hundred dollars (\$100). The remaining Accumulation Value after any partial surrender must be at least two thousand dollars (\$2,000). A 10% IRS penalty may apply to all amounts withdrawn before the owner reaches age 59½

Market Value Adjustment (MVA)

The Market Value Adjustment is an amount by which we adjust the Accumulation Value. An MVA will apply to a full surrender or to a partial withdrawal during the Guarantee Period. The MVA may increase or decrease your Accumulation Value, depending on whether interest rates* have fallen or risen from the time of purchase. If interest rates have declined, your Accumulated Value could be higher. If interest rates have increased, your Accumulated Value could be lower. Assets subject to MVA are not held in a separate account.

* The ICE BofA BBB US Corporate Index Effective Yield is used to measure changes in interest rates.

Payout Options

You may select from among annuity settlement options with various fixed periods. A customized payout option may be tailored to meet your specific needs. If you elect to annuitize non-qualified money, generally only a portion of each payment is taxable because a part of each payment is a return of your premium.

Secure Rate Pro Advantages

Tax Deferred - Your annuity grows much faster than alternative vehicles because:

- You earn interest on your principal.
- You earn interest on your interest.
- You earn interest on the money you would otherwise pay in taxes.
- You don't pay tax on interest until you take it out.

Other Important Features - Your money is never subject to stock market risk. You pay no front-end sales charges or annual maintenance fees. 100% of your money is always earning interest for you (state premium taxes may be deducted, if applicable).

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Important: Surrender Charges

| Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Secure Rate Pro 3 | 9.20% | 8.30% | 7.40% | | | | | | | |
| Secure Rate Pro 5 | 9.20% | 8.30% | 7.40% | 6.50% | 5.60% | | | | | |
| Secure Rate Pro 7 | 9.20% | 8.30% | 7.40% | 6.50% | 5.60% | 4.70% | 3.75% | | | |
| Secure Rate Pro 10 | 9.20% | 8.30% | 7.40% | 6.50% | 5.60% | 4.70% | 3.75% | 2.85% | 1.90% | 0.95% |

Please Select and Sign Below:

I am applying for a Secure Rate Pro annuity with the Initial Guarantee Period indicated below:

- Secure Rate Pro 3 (_____%) for 3 years.
- Secure Rate Pro 5 (_____%) for 5 years.
- Secure Rate Pro 7 (_____%) for 7 years.
- Secure Rate Pro 10 (_____%) for 10 years.

Owner's Signature

Date

Print Name

Joint Owner's Signature (If Any)

Date

Print Name

Agent's Signature

Date

Print Name

Suitability Analysis

Heartland National Life Insurance Company



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Section 1: Personal Information

| | Owner | Spouse (If Any) |
|------------------------------|--|--|
| Full Name | | |
| Current Age | | |
| Gender | <input type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> Male <input type="checkbox"/> Female |
| Employment Status | <input type="checkbox"/> Retired <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time | <input type="checkbox"/> Retired <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time |
| Current Occupation | | |
| Dependents (number and ages) | | |

Section 2: Financial Information Of Owner

| | |
|--|----|
| Annual Household Income | \$ |
| Source of Income | |
| Income Tax Bracket (Federal & State) | % |
| Total Assets (Total Liquid and Non-Liquid Assets prior to purchase of this annuity) | \$ |
| Total Liquid Assets (All assets that are readily convertible to cash after the purchase of this annuity) | \$ |
| Total Outstanding Debt | \$ |

Section 3: Financial Situation and Needs of Owner

| | Yes | No |
|---|--------------------------|--------------------------|
| Does your income cover all of your living and medical expenses? | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, please explain: | | |

Suitability Analysis

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| | Yes | No |
|--|--------------------------|--------------------------|
| Do you expect changes in your living expenses? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please explain: | | |
| Do you anticipate changes in your out-of-pocket medical expenses? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please explain: | | |
| Is your income sufficient to cover future changes in your living and out-of-pocket medical expenses during the surrender charge period? | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, please explain: | | |
| Do you have an emergency fund for unexpected expenses? | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, please explain: | | |
| What other investments do you currently own? (Check all that apply) | | |
| <input type="checkbox"/> Stocks <input type="checkbox"/> Bonds <input type="checkbox"/> Mutual Funds <input type="checkbox"/> Personal Business <input type="checkbox"/> Options <input type="checkbox"/> Real Estate <input type="checkbox"/> Partnerships <input type="checkbox"/> Other | | |
| If Other, Please Describe: | | |
| Please describe your risk tolerance: | | |
| <input type="checkbox"/> Conservative <input type="checkbox"/> Moderately Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Moderately Aggressive <input type="checkbox"/> Aggressive | | |

Section 4: This Product Purchase: Reason(s) for purchasing this product: (Check all that apply)

| | | |
|---|---|--|
| <input type="checkbox"/> Asset accumulation | <input type="checkbox"/> Tax deferred growth | <input type="checkbox"/> Immediate income |
| <input type="checkbox"/> Future retirement income | <input type="checkbox"/> Guaranteed interest rate | <input type="checkbox"/> Transfer to heirs |
| <input type="checkbox"/> Safety of principal | <input type="checkbox"/> Other: | |

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| | Yes | No |
|---|--------------------------|--------------------------|
| Do you plan to withdraw any portion of the funds in this product during the surrender charge period? | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, please explain:

When do you anticipate needing access to these funds?

- 0-2 Years From Now
 3-4 Years From Now
 5-6 Years From Now
 7-8 Years From Now
 9 Or More Years From Now

Source of funds used to purchase this product (Check all that apply)

CD/Savings/Checking

Inheritance

Current income

Liquidation of assets

Death benefit proceeds

Qualified plan distribution

Cash value from existing annuity

Rollover/transfer from qualified account

Other:

Section 5: Existing Account Information

| | Yes | No |
|--|--------------------------|--------------------------|
| Do you plan to use funds from an existing life or annuity policy to purchase this product? Yes, complete the rest of section 5. No, go to section 6) | <input type="checkbox"/> | <input type="checkbox"/> |
| How long has the life insurance or annuity been in force? | Years: | |

Suitability Analysis

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| | Yes | No |
|---|--------------------------|--------------------------|
| Is there a surrender charge on the existing product? | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, what is the current charge? _____ When will it expire? _____

What type is the existing product?

Life Insurance Multi-Year Guaranteed Annuity Variable Annuity Fixed Indexed Annuity

What interest rate is currently being credited to the existing product?

%

If the existing product is a tax-qualified annuity, are you taking Required Minimum Distributions from it?

Not Required due to Age

If the existing product is an annuity, are you taking any other periodic distributions from the existing annuity?

If Yes, Please Describe:

Section 6: Other

Which, if any, of the following persons assisted you in your decision to purchase this product? (Check all that apply)

None Accountant Attorney Family Member Financial Planner Other:

Please enter any additional relevant information to be considered in determining suitability of this product:

Suitability Analysis

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Section 7: Owner's Acknowledgement

To the best of my/our knowledge, the information provided in this questionnaire is accurate. I/we understand that a life insurance or annuity is a long term investment and my/our agent has reviewed the features and benefits of this product as well as any applicable fees and surrender charges with me/us. I/we believe that the purchase of this product is suitable for my/our financial needs and objectives.

| | Yes | No |
|---|--------------------------|--------------------------|
| I/we have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this contract. | <input type="checkbox"/> | <input type="checkbox"/> |

Owner's Signature

Date

Print Name

Joint Owner's Signature (If Any)

Date

Print Name

Section 8: Agent's Acknowledgement

Based on the facts disclosed by the proposed owner and joint owner, I have reasonable grounds for believing that the recommendation for the purchase or exchange of the product is suitable. I agree to maintain the information collected and used as the basis for this recommendation for a period of at least five (5) years and make it available upon request to the Company or the insurance commissioner.

During the solicitation of this product, I did did not use any sales materials other than pre-printed product brochures and other material provided by the Company. I certify that the applicant was given a copy of the applicable product brochure and disclosure form. I have attached to this form any and all supplementary information used in the solicitation of this product.

Agent's Signature

Date

Print Name

Notice of Replacement of Life Insurance or Annuities

(This notice must be signed by the owner and agent, with the original sent to Heartland National Life Insurance Company and a copy left with the owner.)

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 financial purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some of 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 policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. 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 individual.

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 page 2 of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating your existing policy or contract? Yes No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? Yes No
3. 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 | Contract/Policy Number | Insured/Annuitant | Replace (R)/Finance (F) |
|--------------|------------------------|-------------------|-------------------------|
| | | | |
| | | | |
| | | | |

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

The existing policy or contract is being replaced because _____
Reason for replacement

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

Owner's Signature

Date

Print Name

Joint Owner's Signature

Date

Print Name

Agent's Signature

Date

Print Name

I do not want this notice read aloud to me: _____ (Owner must initial only if they do NOT want the notice read aloud.)

Important Replacement Issues

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

Premiums

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

Policy values

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

Insurability

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

If you are keeping the old policy as well as the new policy

How are premiums for both policies being paid?
How will the premiums on your existing policy be affected?

- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

If you are surrendering an annuity or interest sensitive life product

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

Other issues to consider for all transactions

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

ACORD® 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving 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: _____ **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 | | |
| Street Address Line 1 | | Address Line 2 | | | |
| City | State | Zip | Phone Number | Ext | Fax Number |
| Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.) | | Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.) | | Estimated Amount of Transfer | |
| | | | | \$ | |
| Owner (First, Middle, Last) / Entity Name | | | | Social Security Number / Tax ID # | |
| 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** \$ _____ or _____ %

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:** _____

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

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 this 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.

4. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

1. The number 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 (IRS) that I am subject to backup withholding as a result of 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 a U.S. resident alien).
 Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

5. SIGNATURES

This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 2 the ACORD 1035 Exchange / Rollover / Transfer Form.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

For your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Signature Guarantee (if applicable)

Signature of Owner / Plan Administrator / Trustee / Custodian

Date (mm/dd/yyyy)

Signature of Joint Owner / Co-Trustee (if applicable)

Date (mm/dd/yyyy)

Signature of Insured / Annuitant (if applicable)

Date (mm/dd/yyyy)

Signature of Irrevocable Beneficiary (if applicable)

Date (mm/dd/yyyy)

Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only)
(if applicable)

Date (mm/dd/yyyy)

FOR TSA/403(b) TO TSA/403(b) TRANSFERS/EXCHANGES ONLY - EMPLOYER/THIRD PARTY ADMINISTRATOR SIGNATURE

By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator

Title of Employer or Third Party Administrator

Signature of Employer or Third Party Administrator

Date (mm/dd/yyyy)

6. SIGNATURES (For the receiving company's use only)

6 A. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:

The receiving company will deposit funds received into a: _____

6 B. eCONSENT AND ACKNOWLEDGMENT (Applies to eSignature Transactions Only)

To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- c. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (iv) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (v) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

| | |
|---|-----------------------------|
| Print Name of Authorized Officer | Title of Authorized Officer |
| Signature of Authorized Officer (if applicable - may not be required if LOA is used) | Date (mm/dd/yyyy) |

INSURANCE AGENT (PRODUCER) DISCLOSURE FOR ANNUITIES
Do Not Sign Unless You Have Read and Understand the Information in this Form

Date: _____

INSURANCE AGENT (PRODUCER) INFORMATION ("Me", "I", "My")

First Name: _____ Last Name: _____

Business\Agency Name: _____ Website: _____

Business Mailing Address: _____

Business Telephone Number: _____

Email Address: _____

National Producer Number in _____:
(State) _____

CUSTOMER INFORMATION ("You", "Your")

First Name: _____ Last Name: _____

What Types of Products Can I Sell You?

I am licensed to sell annuities to You in accordance with state law. If I recommend that You buy an annuity, it means I believe that it effectively meets Your financial situation, insurance needs, and financial objectives. Other financial products, such as life insurance or stocks, bonds and mutual funds, also may meet Your needs.

I offer the following products:

- Fixed or Fixed Indexed Annuities
- Variable Annuities
- Life Insurance

I need a separate license to provide advice about or to sell non-insurance financial products. I have checked below any non- insurance financial products that I am licensed and authorized to provide advice about or to sell.

- Mutual Funds
- Stocks/Bonds
- Certificates of Deposits

Whose Annuities Can I Sell to You? I am authorized to sell:

Annuities from Only One (1) Insurer

Annuities from Two or More Insurers although I primarily sell annuities from:

Annuities from Two or More Insurers

It's important for You to understand how I'm paid for my work. Depending on the particular annuity You purchase, I may be paid a commission or a fee. Commissions are generally paid to Me by the insurance company while fees are generally paid to Me by the consumer. If You have questions about how I'm paid, please ask Me.

Depending on the particular annuity You buy, I will or may be paid cash compensation as follows:

Commission, which is usually paid by the insurance company or other sources.
If other sources, describe:

Fees (such as a fixed amount, an hourly rate, or a percentage of your payment), which are usually paid directly by the customer.

Other (Describe):

If you have questions about the above compensation I will be paid for this transaction, please ask me. I may also receive other indirect compensation resulting from this transaction (sometimes called "non-cash" compensation), such as health or retirement benefits, office rent and support, or other incentives from the insurance company or other sources.

By signing below, You acknowledge that You have read and understand the information provided to You in this document.

Customer Signature

Date

Agent (Producer) Signature

Date