



APPLICATION KIT
For Implementing
ALPHA INVESTMENT MANAGEMENT ADVISORY SERVICES
WITH THE MIDLAND NATIONAL LIFE VECTOR II ANNUITY

THIS KIT CONTAINS THE FOLLOWING FORMS

Form	Purpose	Instructions
Client Suitability Questionnaire	To determine if Alpha's programs and trading practices meet client's investment objectives and personal tolerance for risk.	This questionnaire should be completed only after client has reviewed and discussed Alpha's investment philosophy, trading practices and performance history with their advisor and/or an Alpha representative. <i>Return completed form to:</i> Alpha Investment Management 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206
Vector II - Investment Advisory Agreement & Strategy Selection Form	This agreement serves as the contract between the client and Alpha Investment Management and contains important terms and conditions that the client should review.	Complete the agreement legibly and completely. Obtain client's initial(s) and signature(s) where needed. <i>Return completed form to:</i> Alpha Investment Management 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206
Vector II - Investment Advisor Authorization Form	Authorizes Alpha Investment Management to access client's account at Midland National Life for management purposes.	Complete the form legibly and completely. Obtain client's initial(s) and signature(s) where needed. <i>Return completed form to:</i> Alpha Investment Management 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206

Questions? Call 877-229-9400



Client Suitability Questionnaire

The purpose of this questionnaire is to determine if Alpha's programs and trading practices meet your investment objectives and personal tolerance for risk. This questionnaire should be completed only after you have reviewed and discussed Alpha's investment philosophy, trading practices and performance history with your advisor and/or an Alpha representative. Questions about completing this questionnaire should be directed to your advisor or to Alpha Investment Management.

Please read each statement below and answer the corresponding question by checking YES or NO.

Statement: Alpha's programs are not to be construed as "income" or "income producing" investments. If it is your intention to derive future income from this investment, it should be by liquidating a portion of the future investment gains.

Q. Are you an income investor seeking a fixed level of return with little risk to principal? YES NO

Statement: Alpha's programs are not to be characterized as "low risk". Alpha's methodology seeks to control market risk, but client accounts may suffer monthly, quarterly, and even annual losses. Alpha's past performance and trading methodology provides no basis for guarantees of similar and/or superior investment results.

Q. Are you an investor seeking a guaranteed rate of return with no volatility in principal? YES NO

Statement: Alpha's programs are for long-term investors, seeking above-average returns over at least a 3 – 5 year horizon.

Q. Are you an investor with a short-term time horizon? YES NO

Statement: Alpha offers a variety of investment strategies with various levels of risk and market exposure. Depending on the strategy you choose, your account may be 100% invested in equities during certain quarters, 100% invested in bonds during other quarters, 100% invested in money market during certain periods, etc. Also, some of these asset allocation decisions may be pre-determined based on the historical affects of the presidential election cycle and/or the annual forecasting cycle on the market.

Q. Are you uncomfortable with the nature of our asset allocation practices? YES NO

If you have answered "NO" to all of the questions above, we believe that Alpha's programs are suitable for you. Please sign and date the form below and return to your advisor or to Alpha, along with other required paperwork.

If you have answered "YES" to any of the questions above, we believe that Alpha's programs are not suitable for you. We suggest you contact your advisor for an alternative investment strategy.

Thank you for your cooperation.

Sign Here	X		
	Prospective Client Signature	Prospective Client Printed Name	Date (mm/dd/yyyy)
Sign Here	X		
	Prospective Joint Client Signature	Prospective Joint Client Printed Name	Date (mm/dd/yyyy)

Registered Representative Printed Name: _____

Return to: *Alpha Investment Management, Inc.*

5. TERMS AND CONDITIONS

Initial Premium. Your initial premium payment will be invested in a money market sub-account until Alpha has received a properly completed and signed copy of this Agreement and notification from Midland National that the contract has been issued, at which time it will be allocated in accordance with the Alpha Investment Strategy you have chosen.

Investment Authority: Alpha will have discretionary investment authority with full power as agent, to supervise and direct designated Owner Account without prior consultation with Owner. This investment authority permits Alpha to buy, sell, exchange, convert and otherwise trade in the variable sub-account choices available with Owner's Vector II variable annuity.

Risk Acknowledgement. Owner is aware that no approach to investing can guarantee profits or avoid losses, and that past performance is no guarantee of future returns. Therefore, Alpha does not represent or guarantee that Owner's investment objectives will be met.

Owner acknowledges that the Alpha strategy is tactical asset allocation that may involve owning shares of investment companies specifically designed to have greater volatility than the S&P 500.

Disclosure. Owner hereby acknowledges receipt from Alpha and review of the disclosure statement required by rule 204-3 under the Investment Advisors Act of 1940, as amended (i.e., Alpha Disclosure Brochure – Part 2A of Form ADV) not less than 48 hours prior to the date hereof. In the future, if there are any material changes in the brochure's information, Alpha will mail a summary to Owner within 120 days of the close of our business fiscal year. We will also provide Owner with a new brochure as necessary based on changes or new information, at any time, without charge.

Fees. Midland has agreed to pay Alpha an Advisory Fee for the advisory services provided by Alpha in an amount equal to 0.35% per annum of the average monthly assets for each Vector II Annuity contract that Alpha manages for the Owner. The Advisory Fee will be deducted by Midland from the Mortality and Expense Charge of the Owner's Vector II Annuity contract.

Reporting. Alpha will not provide any reports or statements to Owner.

Assignment. Owner and Alpha agree that this Agreement is not assignable without prior written consent of the other party.

Term and Termination. The term of this Agreement will commence on the date it is executed by all parties. Owner may terminate this Agreement at any time by sending written notice to Alpha Investment Management at the address set forth below and to Midland National Annuity Division, P.O. Box 79907, Des Moines, IA 50325. Upon termination and until Midland receives other directions from Owner, Owner's contract value under his/her Vector II Annuity will be exchanged to a money market sub-account to avoid any unmonitored fluctuation of the contract value. Once this Agreement is terminated, Alpha will have no further obligations under this Agreement.

Miscellaneous:

- A. Alpha represents that it is registered as an investment adviser under the Investment Advisors Act of 1940.
- B. Alpha acknowledges that it is a "fiduciary" (as defined by ERISA) with respect to Account assets.
- C. Alpha shall notify Owner of any change in ownership or management within a reasonable period of time after such change, but in any event less than thirty (30) days thereafter.
- D. This Agreement contains the final and complete Agreement between parties hereto and may be amended only in writing signed by both parties.
- E. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

Initial Here

Owner(s) Initials: _____ / _____

6. DISCLOSURE

Owner(s) hereby acknowledge that he/she has received a copy of the following documents:

- Alpha Investment Management's Disclosure Brochure (Part 2A of Form ADV).
- Alpha Investment Management's Privacy Policy.

Initial Here

Owner(s) Initials: _____ / _____

7. SIGNATURES

I, the undersigned, agree to the terms and provisions set forth in this agreement.

Owner(s):

I, contract owner ("Owner") signing this agreement as an individual, trustee or other fiduciary, represent that he or she has the necessary authority to engage Alpha Investment Management ("Alpha") to provide the services outlined above. Owner agrees to provide Alpha with the appropriate governing document, if applicable, and to inform Alpha of any provision or development altering Owner's (or Alpha's) authority.

**Sign
Here**

(Owner Signature) (Owner Printed Name) (Date)

**Sign
Here**

(Joint Owner Signature – if Applicable) (Joint Owner Printed Name) (Date)

Registered Representative:

**Rep
Sign
Here**

(Registered Representative Signature) (Registered Representative Printed Name) (Date)

Registered Representative Company: _____

Registered Representative Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Broker/Dealer Firm: _____

Alpha Investment Management:

Signed and Accepted by: _____ Date: _____
Arthur J. Minton, President

Return completed form to: Alpha Investment Management, Inc.
2245 Gilbert Avenue, Suite 100
Cincinnati, Ohio 45206

Toll-free 1-877-229-9400 * Fax 513-632-7981

Investment Advisor Authorization Form – Vector II

All information must be typed or printed in ink. Please complete a separate form for each contract.
Questions? Please call our Variable Annuity Service Center at (866) 270-9564

1. Annuity Information

Contract Number	Owner SSN or TIN
Owner Name(s)	
Owner Mailing Address	
Daytime Phone Number	Home Phone Number

2. Investment Advisor

Name of Advisor ALPHA INVESTMENT MANAGEMENT	Type of Advisor: <input checked="" type="checkbox"/> Firm <input type="checkbox"/> Individual
Mailing Address 2245 Gilbert Avenue, Suite 100 Cincinnati, OH 45206	
Daytime Phone Number (513) 621-9400	Fax Number (513) 632-7981

3. Advisor Authorization

Investment Transfer, Premium Allocation, and Investment Direction Authorization

I (we) authorize Midland National Life Insurance Company ("Midland") to release account information to the Advisor and to comply with written, telephone, Internet, or faxed instructions from the Advisor listed for the Account. I (we) further authorize Midland to release account information to authorized named employees of the Advisor's Firm and to comply with written, telephone, internet, or faxed instructions from authorized named employees of the Advisor's Firm.

4. Waiver of Written Confirmation

_____ (Owner initials) I understand that Rule 10b-10 under the Securities Exchange Act, as amended, requires that all transactions involving my variable annuity be confirmed in writing to me. In lieu of receiving such written confirmations upon completion of each transaction, I acknowledge and understand that I will receive written confirmations of all transactions, including transfers and reallocations for my Vector II variable annuity from Midland on a quarterly basis.

5. Advisor Fee Payment Authorization

_____ (Owner initials) I authorize Midland to pay an Advisory Fee to the Advisor on my behalf. I understand and acknowledge that such Advisory Fee is included in the Mortality and Expense Charge. The Mortality and Expense Charge is calculated as a percentage of the contract's Accumulation Value and ranges from 1.20% to 1.45% per annum depending on the contract's Accumulation Value (see the product prospectus for more information).

Investment Advisor Authorization Form – Vector II

6. Disclaimer and Release

I understand and agree that:

- Midland is not affiliated with and does not endorse any Advisor.
- Midland does not provide legal or tax advice and recommends that contract owners consult with appropriate counsel before entering into an agreement with an Advisor.
- I agree to hold harmless Midland and its officers, directors, and employees from and against any claims, liabilities, losses, expenses (including reasonable attorney's fees), or alleged claims relating to the value of my variable annuity contract with respect to transactions or instructions initiated by my Advisor.
- Midland shall have no responsibility to determine the appropriateness or suitability of any transaction or instructions initiated by Advisor.
- Midland does not make any representation or warranty, by accepting instructions concerning the tax treatment of payment of Advisory Fees under the Internal Revenue Code of 1986, as amended or otherwise.
- Midland has no responsibility or liability for any taxes, penalties, and/or interest that may be assessed by the Internal Revenue Service or other administrative tribunal or court arising out of this Advisor authorization.
- I hereby release Midland from any taxes, penalties, and/or interest arising out of any Advisor initiated investment transfer or partial surrender.

7. Signatures

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

Owner Signature	Date
Joint Owner Signature (if applicable)	Date
Investment Advisor Signature (Alpha Investment Management)	Date

Return Completed Form to:

Midland National – Annuity Division
P.O. Box 79907
Des Moines, IA 50325-0907

Fax (866) 270-9565