Unallocated Registered Variable Contract Application, Acceptance, & New Business Agreement

American United Life Insurance Compo P. O. Box Indianapolis, Indiana 46206-0368		Version 1.0 03		c, & ivew Dusiness ingreenene
Contract Number			Contract Effe	ective Date
Contract Suffix Number			Plan Sponsor	's State of Domicile
				fe Insurance Company (AUL) for the Group by the AUL Corporate Office before a group
Contract Type: Unallocated Variable (155)	SP)			
Select Plan Type (select onl □ (3) 3121 or Special Pay or □ (R) HRA private sector	r Employer-S		3(b) 🗆 (7) 31	21 457(b) private sector
Select Product Type (select \Box E0 \Box E1	only one):	□ E0B	□ E1B	\Box R2B
Select Business Type (select Distant-up Takeover				
General Information				
Proposed Contractholder:				
Employer's Identification Numb	ver (EIN):			
Executive Contact:	Pł	none # :	F	Fax # :
Executive Contact's Address:				
Executive Contact's Email Add	ress:			
Administrative Contact:		Phone #	:	Fax #:
Administrative Contact's Addre	ss:			
Administrative Contact's Email	Address:			
Producer Information				
Primary Producer:		Primary B/D:		
Primary Producer Address:				
Primary Producer Email Address	38:			
Primary Phone:		Primary Fax:		

TPA Information

MidAmerica

Administrative & Retirement Solutions, Inc. 211 East Main Street, Suite 100 Lakeland, FL 33801 800.430.7999

Investment Option Selection

NOTE: See your AUL representative for any limitations.

PLAN-LEVEL DEFAULT INVESTMENT OPTIONS:

The plan-level default option is the investment option into which we will allocate participant contributions when we are missing the participant's investment option direction.

Select **only one** of the plan-level default investment options below:

- 100% Fixed Interest Account (I2) (Note: The FIA is not QDIA-compliant.)
- □ 100% OneAmerica Asset Director (A9)
- □ 100% American Century Strategic Allocation: Moderate (MM)

QUALIFIED DEFAULT INVESTMENT ALTERNATIVE: If you are the sponsor of a plan subject to ERISA, you may want to elect a plan-level default investment option that is a "Qualified Default Investment Alternative" (QDIA) as defined under applicable law and regulations. If certain conditions are satisfied, plan fiduciaries can rely on safe harbor relief from fiduciary liability related to investment outcomes experienced in connection with contributions defaulted into the default investment option for those participants who failed to provide investment direction. However, fiduciaries are not relieved of their obligation to prudently select and monitor the default investment option, or from any liability that results from failure to do so. The investment options directly above have all been reviewed by the related fund company and determined by it to meet the definition of a QDIA under applicable law. If you intend for the plan-level default investment option you have chosen above for your plan to be QDIA-compliant, please mark the box below.

 \Box I intend for my plan-level default investment option to be a Qualified Default Investment Alternative. I understand that a notice must be provided to participants and beneficiaries at least 30 days prior to either the initial investment in a QDIA or eligibility for the plan. In addition, an annual notice must be provided no less than 30 days prior to the beginning of each subsequent plan year that contributions continue to be invested in the QDIA.

INCOMPLETE ACCOUNT INFORMATION: If AUL has not received investment direction for the contract, any contributions received will be deposited into the Default Option. Any money allocated to the Default Option will remain there until the contractholder transfers monies out of the Default Option.

REVENUE SHARING STATEMENT: AUL participates in revenue sharing agreements with Fund Companies. The amount of revenue sharing ranges from 0 to 0.75% and can comprise of a combination of the following factors: 12-b(1) fees, Sub T-A Fees, Shareholder Services Fees or some other factor as described in the Participation Agreement between AUL and each Fund Company.

AUL FIXED INTEREST ACCOUNT (FIA) TRANSFER RESTRICTIONS: There will be a transfer restriction that applies to FIA transfers.

For plans with \$2,500 or more in the FIA at the beginning of the contract year, up to 20% of that amount may be transferred during that contract year.

For plans with less than \$2,500 in the FIA at the beginning of the contract year, any amount may be transferred from the FIA during that contract year.

Withdrawal Charge

A withdrawal charge will not be applied under this contract.

Asset Charge

The Asset Charge is listed in the contract and will not exceed 1.25%

Summary of Billable Expenses

Currently, there are none.

Contract Termination Provisions

Upon termination of the contract, a cash lump-sum payment of the variable Investment Account Withdrawal Value will be made. However, a cash lump-sum payment of the FIA Withdrawal Value is not available, and the FIA Withdrawal Value must be taken in 5 equal annual installments. On and after the date that AUL receives notice of contract termination, no amounts may be transferred from the FIA to any Investment Account. This restriction applies to all Contribution sources.

AUL Recordkeeping/Administrative Services Agreement

The Proposed Contractholder hereby requests **only** investment recordkeeping for assets held in the applied-for Contract, and does not request any other recordkeeping or administrative services. AUL will only maintain recordkeeping of assets at a contract/plan-level. Furthermore, AUL will not be providing statements, confirmations, or any other reporting to the Contractholder.

The Proposed Contractholder hereby acknowledges and agrees that, as Plan Fiduciary, it has the sole responsibility for assuring that the Plan complies with all applicable state and federal law, including ERISA, the Internal Revenue Code, and securities laws, both in form and in operation.

The Proposed Contractholder hereby acknowledges and agrees that MidAmerica Administrative & Retirement Solutions, Inc. is the Third Party Administrator (TPA) and Plan Administrator, and that, other than in this Unallocated Contract Application, Acceptance, and Agreement form, AUL shall accept direction and instructions regarding both the Plan and the Contract only from MidAmerica, and shall not accept direction and instructions directly from the Contractholder.

Facsimile/Electronic Media Acceptance Agreement

Instructions provided to AUL and its agents to execute, cancel, or otherwise proceed with transactions including those related to, but not limited to, enrollments, loan applications, distributions, and correspondence will be accepted via facsimile, copy, or via other electronic media. This agreement does not include retirement plan adoption agreements, group annuity contracts, amendments thereto, the annual census, and Notice, Election & Release or Contract Settlement Agreement documents.

This agreement includes instructions from the TPA, Plan Sponsor, Plan Administrator, and/or Contractholder. The Contractholder and TPA will indemnify and hold harmless AUL for all claims, losses, liabilities and expenses, including legal fees and expenses, resulting from any action taken or not taken by AUL in good faith in accordance with this agreement.

Electronic Contribution Processing and Employee Data Gathering

The Employer/Plan Sponsor/TPA has elected to send contributions and employee information electronically using tools provided by AUL. The Employer/Plan Sponsor agrees to allow AUL to debit its checking account for the allocable contribution amount shown on each of its contribution listings submitted to AUL. Additionally, the Employer/Plan Sponsor/TPA agrees that AUL can rely on information provided through the electronic data transmission vehicles. To

establish electronic data transmission accounts, you must first complete an Electronic Data Transmission Account Profile available from AUL.

Preliminary Agreement for the Group Annuity Contract

(1) Upon the date a contribution is made to the Contract following the Proposed Contractholder's receipt of the Contract (but no earlier than 60 days after the Contract Date of Issue), if AUL does not receive a signed acceptance of the Contract at its Corporate Office by that date, the Proposed Contractholder shall be deemed to have accepted the Contract and any accompanying amendment to the Contract by the making of such contribution. The Contract and any accompanying amendment shall be effective as of the effective dates shown on the Contract and amendment.

(2) If the Contract is not accepted or deemed accepted, and if the Proposed Contractholder notifies AUL at its Corporate Office in writing that it will not accept the Contract, the following amount shall be paid in a single sum to the Proposed Contractholder on a mutually agreed-upon date: any contributions to the Contract which have been allocated to AUL's general asset account, plus interest credited thereon as determined pursuant to the Contract, which remain in AUL's general asset account as of such date of payment, plus the value, as determined by AUL pursuant to the contract as of such date of payment, of any accumulation units in any AUL separate account which were purchased with contributions to the contract and which are held on such date of payment. AUL shall make such payment only upon receipt at its Corporate Office of a proper form signed by the Proposed Contractholder and, if applicable, by the employer sponsoring the retirement plan for which the Contract is to be a funding vehicle, releasing AUL, its agents, and its employees from any and all liability arising out of such payment by AUL.

- (3) This Preliminary Agreement shall terminate when:
 - (A) the signed Contract acceptance is received by AUL at its Corporate Office; or
 - (B) the Contract is deemed accepted under Section (1) above; or
 - (C) payment is made by AUL pursuant to Section (2) above.

Fiduciary Acceptance

Any reference to Contractholder in this Application, Acceptance, and Agreement should be read as Proposed Contractholder until the appled-for group annuity contract goes into effect.

I, the undersigned, as TPA/Plan Administrator of the Plan ('Plan"), hereby appoints AUL as the TPA/Plan Administrator's agent for the sole purpose of executing the Plan's investment instructions through the AUL TeleServe® and Account Services systems. It is understood that AUL will execute the Plan's investment instructions received through the AUL TeleServe® and Account Services systems effective as of the close of business on the valuation date, as referenced in your contract, in which AUL receives the request. It is further understood that AUL has no direction or authority to alter or decline to execute any Plan's investment instructions received through the AUL TeleServe® or Account Services systems, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the TPA/Plan Administrator before the instructions are accepted by AUL TeleServe® or Account Services. All investment instructions received and executed through the AUL TeleServe® or Account Services within ten business days.

The Contractholder, TPA/Plan Administrator, and AUL hereby agree by signing below, that they will be bound by the terms of this Application, Acceptance, and Agreement as of the date of AUL's acceptance. The terms of the Preliminary Agreement are superseded by the terms of the applied-for Contract as issued by AUL, and the Contract is accepted or is deemed accepted under the provisions of the Preliminary Agreement. If an amendment accompanies the issued contract, the Contractholder must sign and date the amendment and return a copy to AUL.

Electronic acceptance of this Application, Acceptance, and Agreement by AUL, Indianapolis, Indiana indicates that AUL has reviewed its contents along with all other required materials and has accepted its terms, and is equivalent to AUL's written signature.

Application for, and Acceptance of, the Contract:

APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY FOR A GROUP ANNUITY CONTRACT

______ (hereinafter called the Applicant) hereby applies for Group Annuity Contract Number G______. This application is made a part of said contract, which is hereby approved and its provisions and conditions accepted. This application is executed in duplicate, one counterpart being attached to said contract, and the other being returned to American United Life Insurance Company. It is agreed that this application supersedes any previous application for said contract.

STATE NOTIFICATION

All states excluding those states listed below: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

In Colorado, any person who knowingly provides false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company commits a crime. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

In Florida, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

In Louisiana, Pennsylvania, and Tennessee, any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In Maine and Washington, any person who knowingly provides false, incomplete or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties may include imprisonment, fines or denial of insurance benefits.

In New Jersey and Virginia, any person who includes any false or misleading information on any application for an insurance policy is subject to criminal and civil penalties.

In Florida: Does this group annuity contract replace any existing group annuity contract? Yes _____No If yes, submit any required replacement forms.

P-12503

By signing and completing the information below, the following parties hereby agree to this Unallocated Contract Application, Acceptance, and New Business Agreement.

on	
N FIDUCIARY AUL RETIREMENT SERVICE	S OFFICER
Signature:	
Printed Name:	
Title:	
Date:	
SOLICITING PRODUCER	
Signature:	
Printed Name:	
Title:	
Date:	
Date:	
	N FIDUCIARY AUL RETIREMENT SERVICE: Signature: Printed Name: Title: Date: SOLICITING PRODUCER Signature: Printed Name: Title:

ID No.

Investment
Disclosure
Form

GWN Securities, Inc. Where Independence Is ValuedSM

11440 Jog Road Palm Beach Gardens, FL 33418 561-472-2700 Fax 561-472-2777

GWN Securities would like you to be fully aware of potential risks and liabilities. Please read the information contained in this disclosure before signing.

- A fully completed disclosure form must be signed by the client(s), Registered Representative(s), and Supervising Principal **Separate disclosure information is required for each transaction** ۶
- ≻

Section 1: Customer Information (Must be completed in all cases)						
Owner Name SSN/Tax ID						
Owner Name SSN/Tax ID Account Type: Non-Qual 403(b) 529 Plan (Complete Section 4) IRA (Roth, SEP, etc) Other						
Name of Product Being Purchased Today						
Type of Product: Variable Annuity (Complete Sections 2 and 7) Untual Fund (Complete Sections 3 and 7)						
Source(s) to fund investment: (i.e. Check, SRA, Transfer/Rollover) If transferring or exchanging one product for another, complete Sections 6.						
Section 2: Variable Annuities (To be completed for all VA Purchases)						
Sales Charge on New Product: Fees (i.e. M&E Expenses): Free Look Period:						
I will incur a surrender charge on my new variable annuity contract starting at % and decreasing over years. The contract charges for my new variable contract are disclosed in the prospectus, which I have received.						
Riders or Special Features:Cost						
Feature Cost X (CLIENT INITIALS) I understand that the features/enhanced riders listed above have additional costs as noted above. In addition, I believe that the benefits of these features are needed based on my situation and best suits my objectives and circumstances. Describe the intended use of this variable annuity:						
What is the investment time horizon for this product? (years)						
What are your total investment assets? \$ Total Life Insurance? \$						
Will there be any liquidity needs taking into account your health, age, income, net worth, number of dependents, etc. during the life of this contract? (Example of liquidity needs might be income, purchasing a home, medical or educational expenses.) Yes No If yes, please describe the need and how this contract can accommodate the need for liquidity.						
X (CLIENT INITIALS) I understand that the purchase of a variable annuity is a long term investment product that lacks liquidity and will have penalties for early withdrawal. X (CLIENT INITIALS) Annual income range, net worth (exclusive of farm, home, furnishings, etc.) investment objectives, tax bracket are as indicated on the GWN Customer Agreement. Replacements Replacements						
Is this product replacing an existing annuity or life insurance contract?						
X (CLIENT INITIALS) If yes, I affirm that my representative and I have thoroughly discussed replacing my existing annuity or life insurance contract including whether I will incur a surrender charge, be subject to the commencement of a new surrender charge, lose existing benefits, and/or be subject to increased fees or charges. I understand the nature of this annuity or life insurance contract, believe it meets my objectives, and can afford it based on the financial information I have disclosed to my representative. In making this decision, I have considered product enhancements, cost structures, and surrender charges.						

Section 2 continued: Variable Ann Replacements My existing contract has the following ben		,	
My existing contract has a death benefit of		st Rate Guarantee of, and	Expenses/Charges/Fees
of I am replacing my existing co	intract for the following rea	ison(s):	
Have any of your annuity contracts been t within the preceding 36 months?	he subject of an exchange,	/transfer	Yes No
Variable Contracts Held In Tax-Qualifi	ied Plans Will this prod	uct be held in a tax-qualified plan?	🗌 Yes 🗌 No
X (CLIENT INITIALS) If yes, I tax-deferred accrual feature of the variable cont supported by benefits other than the tax-accrual may only be paid when I reach 59 1/2, upon sev to Required Minimum Distributions, surrender ch	tract provides no additional tax Il feature of the variable produc verance from employment, or u	ct. If I am purchasing a Section 403(b) a upon death or disability. I am aware that	product for my plan was annuity I understand amounts
Bonus Products	Will this investment inclu	ude a bonus feature?	Yes No
X (CLIENT INITIALS) If yes product. I understand that bonus annuities may outweigh the benefit of the bonus credit earned. based on the financial information I have disclose structures, and surrender charges.	carry higher expenses, longer . I understand the nature of thi	is bonus annuity, believe it meets my ob	harges that can potentially ojectives, and can afford it
Variable Life Insurance Financing		oney to purchase this variable	
	LIFE policy from a loan c insurance policy?	or cash value of another	🗌 Yes 🗌 No
X (CLIENT INITIALS) If yes policy. If the investment portion of the existing p payment for my new policy. If this occurs, I coul repay my loan on the original policy.	policy does not perform well, I		inal policy to make the
 Section 3: Mutual Funds (To be completed the operation of the completed the operative explained the contingent operative explained the contingent operative explained the class B shares in the further understand that the Class B shares in total fees than Class A shares. I know that it before the end of the CDSC holding period, I deferred sales charge that may be as high a declines throughout the holding period even understand that although 100% of my further understand the contingent deferred set may cause my long-term total return to be loc comparable Class A shares. I have chosen to purchase <u>C shares</u>. My investment strategy and that the fees ass generally higher than investing in shares of a Shares are more expensive the longer they a shares for the following reason: 	decision was made after my harges I will pay and that used sales charges through the Breakpoint Worksheet thent holdings that would harge discount as defined ares. My investment deferred sales charge and mutual fund prospectus. I may ultimately incur greater if I withdraw my investment am aware that I will incur a as 6% and the sales charge ventually reaching zero. I unds are invested when I the additional fees charged sales charge holding period ower than if I had purchased vestment representative has is typically a long-term sociated with C shares are A or B. I understand that C	I have chosen to purchase a <u>Fu</u> Transaction Based Fee. I have do Worksheet and have disclosed holdings that would allow me sales charge discount as prospectus. I have chosen to purchase	ALS) I understand that a gned to help meet long- al Fund Companies may m trading fee on shares within a pre-determined of purchase. Liquidating ance that is more or less Investment products are the value will fluctuate principal amount nor the
I will incur a% front-end sal	-		ge, declining to 0%
over years on my Class	share mutual fund purc	hase.	

Section 3 continued: Mu	tual Fund	S						
Mutual Fund Breakpoint Worksheet (must be completed for ALL Class of Share purchases)								
1. Your Total Holdings thro	1. Your Total Holdings through GWN (must complete – indicate "none" if client does not have any assets with GWN)							
Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost	F	und Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost		
Plea	se attach add	itional sheet if there are	e more appli	cable accounts than spa	ace provided)			
2. Your Total Holdings Outs						ecline to Provide		
Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost	F	und Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost		
(Plea 3. Total Holdings of Related the mutual fund prospectus) both	d Parties (i.				•	ecline to Provide		
Fund Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost	F	und Name / Acct #	Acct Type	Holdings in Acct - Cash Value or Cost		
(Plea	se attach add	itional sheet if there are	more appli	cable accounts than spa	ace provided)			
					Г			
Today's Purchase Amount \$		PLUS Total Ho	oldings (1,	2, and 3) \$	=	\$		
Will the TOTAL of today's pure qualify for a breakpoint discou		0	are curren	ly invested)	🗌 Yes 🛛	No		
Do you have a letter of intent a further breakpoint? (Refer to		5	•		🗌 Yes [□ No		
Record the highest breakpoint associated with today's purchase%								
Based on all holdings listed above and disregarding the class of shares are you allocating your investments across multiple mutual fund companies?								
If yes:								
X (CLIENT INITIALS) I understand that by allocating my investments across multiple mutual fund companies, I may not qualify for a reduced sales charge (breakpoint) that I would have otherwise received had I allocated all of my investments in to breakpoint available shares within one mutual fund company. I understand that the dollar amount of investments used to determine the breakpoint for which I may qualify is with GWN or other outside investment firms or mutual fund companies. Additionally, I understand that by purchasing Class A shares of one mutual fund company at the available breakpoint, the total cost of the shares would be less than the total cost of purchasing shares within multiple mutual fund families.								
Section 4: 529 Plans (Co	mplete if ac	count being establish	ied is a 52	9 Plan)				
Depending upon the laws of the home state of the customer or designated beneficiary, favorable state-based benefits offered by the state in connection with investing in 529 plans may be available only if the customer invests in a 529 plan offered by the home state. State-based benefits offered with respect to a particular 529 plan should be considered as one of many appropriately weighted factors that should be considered by the customer in making his or her investment decision. The customer should consult with their tax adviser and/or home state department to learn more about how such home state features (including limitations) may apply to the customer's specific circumstances. Additional information concerning 529 Plans and in-State benefits can be found at www.collegesavings.org. If you do not have access to the internet please request the information from your representative.								
Is realizing state-based benefits a	n important fa	actor in the customer's i	nvestment	decision?	Yes	□ No		
Indicate the state-based benefits/limitations								
Other factors that should be considered								
X (CLIENT INITIALS) I have received the State (home state) 529 Plan information. Based on the facts and								
circumstances presented, I have d	letermined that	at the		529 Plan be	est suits my obje	ctives and circumstances.		

Section 5: Managed Investment Account (If applicable)							
Will there be an Investment Advisory Agreement added to the Mutual Fund or Variable Annuity Product being purchased today?						Yes No	
If Yes, I will incur an asse	et based advi	sory fee of \$ o	r	% on th	nis Managed	Investment Account.	
(select one)	Annual	Semi-Annual] Quarterly			
Section 6: Switch	/Exchanc	e/Transfers (If no	Switches	/Exchange	s/Transfers	proceed to Section	17)
Type of Switch/Excl	-					r	,
Variable Annuity/Life	 Mutual Fund to Mutual Fund (different fund family) or Variable Annuity/Life Variable Annuity/Life to Variable Annuity/Life or Mutual Fund Fixed Product to Mutual Fund or Variable Annuity/Life Managed Investment Account to Managed Investment Account Other 						it to Managed
Mutual Fund or Varia	able Annuity/	Life to Managed Investme	ent Accour	nt	to		
Product Being Liquid	dated				-		/Rollover: (select one)
Company Name	MF or VA	Product Name	Share Class	Full or Partial	Amount Liquidated	Date of Original Purchase	Surrender Charge/Fees Sales Charges
Risks							·
I understand there may b apply)	e risk associ	ated with this investment	exchange	/switch. Hov	vever, I belie	ve a change is warran	ted. I see: (select all that
A more aggressive as	set category w	hich may have more poten	itial for cap	ital appreciat	ion.	Potentially higher re category.	eturns within an asset
A more conservative a	asset category	which may be subject to le	ess short-te	erm risk.	[Potentially lower vo category.	latility within an asset
A different asset alloc	ation category	which may help meet my	portfolio div	versification ı	needs.		ernal operating expenses.
An investment that is may help meet current		produce potentially higher ir ds.	nterest/divi	dends which		An investment that potentially lower cur which may be more	rrent interest/dividends
Other:							
Disclosures							
X (CLIENT change is warranted. I ac		I understand there may b	be risk ass	ociated with	this investme	ent exchange/switch.	However, I believe a
 The products surrendered are meant to be long-term investments. Investments are subject to market fluctuation, investment risk and possible loss of principal. The representative may receive a commission from the investment purchase – and/or – an asset-based fee for ongoing investment advisory services. 							
 Please consider the following points when making an exchange or switch decision: There may be an appropriate fund within the same fund family into which you can exchange to achieve your new investment objective. By exchanging within the same fund family, you will not incur any new sales charges or contingent deferred sales charge (CDSC) periods. (Note: A transaction charge may be assessed by certain fund families.) Switching from one product to another based on poor past performance may not be appropriate. Past performance is no guarantee of future results, and you may actually be moving out of a fund that will perform better in the future than the new fund performs. Switching from a mutual fund, variable annuity or unit investment trust into a variable annuity or variable life insurance product, or from a variable insurance product into a mutual fund or unit investment trust, may subject you to contingent deferred sales charges (CDSC) and tax consequences. For Partial 1035 Exchanges – I certify that I am not entering into this transaction for the purpose of reducing or avoiding taxes or early withdrawels panelities. Lease understand that there may be adverse tax consequences for withdrawels taken within 24 meets of a partial. 							
withdrawal penalties. I also understand that there may be adverse tax consequences for withdrawals taken within 24 months of a partial exchange. GWN Securities assumes no responsibility or liability for the validity or tax treatment of a partial exchange under IRC Section 1035(a) or other regulations. I have been directed to consult my tax or legal adviser before proceeding.							

Section 7: Client/Representative Acknowledgement

(CLIENT INITIALS Type of Investment being purchased)

X_____ (CLIENT INITIALS) Mutual Funds

I acknowledge receipt and my responsibility to read the prospectus for the mutual fund(s) I am about to purchase in addition to the Mutual Fund Disclosure Statement located on Page 5 of this Form. I understand these investments offer both front-end sales charge and contingent deferred sales charge classes of shares. In addition, my investment representative explained that based upon the dollar amount of my investment, I may qualify for a reduced front end sales charge as defined in the mutual fund prospectus. I understand that the dollar amount of investments used to determine the breakpoint for which I may qualify is based on any positions that I hold within GWN Securities, as well as any related accounts held with outside firms. I have disclosed or specifically declined (as evidenced by my initials) to my investment representative any mutual fund positions that may assist me in qualifying for a reduced sales charge on this purchase.

By signing below, I believe, based on my review of the prospectus, the **Mutual Fund Disclosure statement located on Page 6** of this form, my conversations with my investment representative, my prior experience, and my financial situation, that this mutual fund purchase meets my investment objectives.

X_____ (CLIENT INITIALS) Variable Annuities

I acknowledge receipt and my responsibility to read the prospectus for this variable annuity or life insurance policy I am about to purchase. My representative has also answered my questions about this investment.

Important Information about Insurance Products - You are purchasing an insurance product with an investment component. The following affirmations apply to both characteristics of this product.

- I understand this is a long-term investment and this is consistent with my investment objectives.
- If I elect to withdraw funds from this annuity/life contract, I understand I may pay a surrender charge, in addition to
 federal and state taxes. Furthermore, if I withdraw funds prior to age 59 1/2, I understand I may also have to pay a
 10% IRS tax penalty.
- I understand this investment is subject to fluctuations in the market, which will affect the value of my investment. I accept this risk and understand that past performance is not indicative of future results.
- Prior to making this investment, my registered representative advised me of the fees associated with this investment, including bonuses and commissions.
- Prior to making this investment, my registered representative advised me of the features of this particular product, including, but not limited to, the following, where applicable: <u>the free-look period, sub account investment options</u>, withdrawal and loan privilege, policy premium lapse periods, product enhancements, death benefit, contingent deferred sales charges, mortality and expense charges, and loan processing fees. I understand all charges, including those which may not be listed above, are fully described in the prospectus provided to me.

By signing below, I believe, based on my review of the prospectus, the information completed in **Section 2** concerning this Variable Annuity, my conversations with my representative, my prior experience, and my financial situation, that this annuity or life insurance contract meets my investment objectives.

I/We hereby acknowledge my/our understanding of the statements in this disclosure and attest that the contents have been explained to my/our satisfaction.

	X	
Owner Name (please print)	Owner Signature	Date (mm/dd/yy)
	X	
Owner Name (please print)	Owner Signature	Date (mm/dd/yy)

I/We have appropriately acted on behalf of my/our client(s) by reviewing all the points in this disclosure. I/We believe that the information provided is true and accurate to the best of my/our knowledge. (If more than one Registered Representative, each must sign, date, and legibly print name.)

		Х	
Representative Name (please print)	RR#	Representative Signature	Date (mm/dd/yy)
		Х	
Representative Name (please print)	RR#	Representative Signature	Date (mm/dd/yy)
Principal Signature	Date (mm/dd/yy)	Home Office Principal Signature	Date (mm/dd/yy)
Mus	tual Fund Proaknaint	Disclosure Statement on the Next Page	70

BREAKPOINT DISCLOSURE STATEMENT

Before investing in mutual funds, it is important that you understand the sales charges, expenses, and management fees that you will be charged, as well as the breakpoint discounts to which you may be entitled. Sales charges, expenses, management fees, and breakpoint discounts vary from mutual fund to mutual fund. Understanding the availability of breakpoint discounts is important because it may allow you to purchase Class A shares at a lower price. The availability of breakpoint discounts may save you money and may also affect your decision regarding the appropriate share class in which to invest. You should discuss the availability of breakpoint discounts with your investment representative and carefully review the mutual fund prospectus and its statement of additional information, when deciding among the share classes offered by a mutual fund.

Sales Charges

Most mutual funds offer different share classes. Although each share class represents a similar interest in the mutual fund's portfolio, the mutual fund will charge you different fees and expenses depending upon your choice of share class. Class A shares carry a "front-end" sales charge or "load" that is deducted from your investment at the time you buy fund shares. This sales charge is a percentage of your total purchase. Many mutual funds offer volume discounts, which are called "breakpoint discounts." In contrast, Class B and C shares usually do not carry any front-end sales charges. Instead, investors that purchase Class B or C shares pay asset-based fees, which may be higher than the charges associated with Class A shares over the length of the investment. Investors that purchase Class B and C shares may also be required to pay a contingent deferred sales charge when shares are sold.

Breakpoint Discounts

Investors have a variety of ways to qualify for breakpoint discounts on the sales charge associated with the purchase of Class A shares. Most mutual funds provide breakpoint discounts to investors who make large purchases. Mutual fund prospectuses illustrate the available breakpoint discounts and the investment levels at which breakpoint discounts apply. Additionally, most mutual funds allow investors to qualify for breakpoint discounts based on current holdings from prior purchases through "*Rights of Accumulation*," and future purchases, based on *"Letters of Intent."*

<u>*Rights of Accumulation*</u> – Many mutual funds allow investors to consolidate the value of previous purchases of the same fund, or another fund within the same fund family, with the value of the current purchase to qualify for breakpoint discounts. If you have accounts at other broker-dealers and wish to take advantage of the balances in these accounts to qualify for a breakpoint discount, you must advise your investment representative about those balances. You may need to provide documentation establishing the holdings in those other accounts to your investment representative, if you wish to rely upon balances in accounts at another firm. In addition, many mutual funds allow investors to consolidate the value of holdings in accounts of certain related parties, such as spouses or children, to qualify for breakpoint discounts. Each mutual fund has different rules that govern when relatives may rely upon each other's holdings to qualify for breakpoint discounts.

<u>Letters of Intent</u> – Most mutual funds allow investors to qualify for breakpoint discounts by signing a Letter of Intent, which commits the investor to purchasing a specified amount of Class A shares within a defined period of time, usually 13 months. For example, if an investor plans to purchase \$50,000 worth of Class A shares over a period of 13 months, but each individual purchase would not qualify for a breakpoint discount, the investor could sign a Letter of Intent at the time of the first purchase and receive the breakpoint discount associated with \$50,000 investments on the first and all subsequent purchases. However, if an investor fails to invest the amount required by the Letter of Intent during the specified time period, the fund will retroactively deduct the correct sales charges based upon the amount that the investor actually invested.

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	C	CLIENT ACCOUNT FORM – GROUP RETIREMENT PLAN			
			O NEW	O UPDATED	
Plan Type: O 401(k)/Profit Sharing O Employe	er-Sponsored ERIS	SA 403(b) O Pension			
Name of Plan/Trust		Trust EIN	_		
;;;;	;;		;	·····	
Legal Name of Employer Sponsoring Plan		EIN	Telephone Number		
Mailing Address	Cit	у	State	Zip Code	
Type of Entity (Plan Sponsor): O Sole Proprietor O S-Corporation O Partnership O C-Corporation		ot-For-Profit ther:			
Investment Directives: O Participant-Directed (Individual Account Plan) O Trustee-Directed Estimated Plan Assets: \$ Estimated Ar	nnual Deposits \$_				
AFFILI. O I am affiliated with or work for a stock exchange or a member f Please indicate the name of the firm: accordance with current regulation. I am a Director 10% S	irm of an exchan Not	ification of your intent to open an a	account will be sent to yo	ur employer in	
CUSTOME	R ACCOUNT AGRE	EMENT & SIGNATURES			
I am at least 18 years of age and of full legal age in the state in which this plar group retirement plan. I acknowledge that this agreement includes a pre-disput account form and I have had the opportunity to read it and I understand it. Furth terms and conditions of this agreement including all information contained on the by you, for evaluating suitability and sophistication in relation to making securiti- you may incur as a result of any securities recommendations or any securities rel- my responsibility to read the GWN Securities Privacy Notice and the prospectus regarding investment objectives risks and other material facts including sales cho	e arbitration clause nermore, l acknowlec reverse side hereof es recommendations. ated violations result of any mutual fund,	located on the back of this form (Section Ige that I have read all the information of I hereby verify that all the information p Further, I hereby indemnify you for any ing from your reliance upon the informati	5). I acknowledge receiving a n this New Account Form. L ha provided is true and correct a loss, claims or damages, includ ion I have provided. I also act	copy of this new ve reviewed all the nd may be relied upon, ding legal fees, which knowledge receipt and	
Permission to receive information via email(Initial)					
X Signature of Plan Representative/Trustee	Date	Email Address:			
Signature of GWN Registered Representative	Date	OSJ Principal's Signature		Date	
Registered Rep Number					

"Effective May 1, 2005"

AGREEMENT TO ARBITRATE

The undersigned and GWN Securities, Inc. each agree that ALL CLAIMS OR CONTROVERSIES, and any related issues which may arise at any time between us (including GWN Securities' representatives, directors, officers, employees and agents) concerning any transaction or order; the conduct of GWN Securities or its registered representatives, directors, officers, employees, and agents; the construction, performance or breach of this or any other agreement between us, whether entered into prior to, on, or subsequent to the date hereof; the breach of any common law or statutory duty; or the violation of any federal or state securities law, or any other federal or state law of any nature SHALL BE SUBMITTED AND RESOLVED BY ARBITRATION rather than by lawsuit in a court of law or equity.

Any arbitration pursuant to this agreement shall be in accordance with and governed by, a mutually acceptable arbitral forum but in the absence of such agreement, then the Code of Arbitration Procedure of the National Association of Securities Dealers, Inc., as then in effect. The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

JURISDICTION OF ARBITRATION

It is agreed and fully understood that:

1. GWN Securities is a Broker Dealer and a member of the National Association of Security Dealers (NASD) and the Security Investment Protection Corporation (SIPC).

2. GWN Securities operates on a fully disclosed basis and as such does not hold customer accounts or securities. Therefore, no investor's checks should be made payable to GWN Securities, or any registered representative of said company, or any related entity of registered representative.

3. GWN Securities is not owned, controlled, or has shares in its own account in any investment company or insurance company.

4. The sole responsibility of the investment management decisions of the Investment Company will reside with the Investment Company utilized. GWN Securities does not use any influence directly or indirectly on the investment management of those funds. Therefore, the management decisions of Investment Company(s) or Direct Participation Program(s) are the sole responsibility of the said company.

5. It is agreed that any dispute arising from any Securities or Financial Planning activities between you and GWN Securities or its Representatives shall be subject to binding arbitration. It should be understood:

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

(I) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

(II) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY ARBITRATION AWARD IS VERY LIMITED.

(III) THE ABILILTY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

(IV) THE ABRITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.

(V) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

(VI) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

(VII) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

(VIII) NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; OR (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

PURPOSE OF CERTIFICATION

You must furnish your taxpayer identification number ("TIN") to the payer of interest, dividends, and certain other payment (including broker and barter exchange transactions) so that you will not be subject to the 31% backup withholding that first went into effect on January 1, 1984. The current rates of backup withholding are as follows: January 1, 2002 through December 31, 2003 – the backup-withholding rate will be reduced to 30%. January 1, 2004 through December 31, 2005 – the backup-withholding rate will be reduced to 28%. You may use the payers form (a substitute for form W-9) to report and certify your TIN to the payer, to certify that you are not subject to backup withholding because of under-reporting of interest and dividends on your tax return, or to claim exemption from backup withholding if you are an exempt payee. If you do not properly do so, the payer may be required to withhold (at the applicable rate) from payments made to you.

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CUSTOMER PRIVACY NOTICE

At GWN Securities, Inc. ("GWN") we understand that the privacy and security of the personal and account information that you have entrusted to us and to our independent associates with whom you have chosen to do business is of utmost importance. We value the opportunity to serve you, and we are obligated to honor that relationship with care. For that reason, GWN and its affiliate company, GWN Marketing, Inc., adhere to confidentiality standards that are designed to protect your personal information. We believe that your privacy should not be compromised. At the same time we want our independent associates to offer you the array of financial products and services you need to accomplish your financial goals. We believe we can do both through the policy outlined below.

PROTECTING YOUR INFORMATION

When you establish a relationship with an independent GWN associate and purchase financial and investment products and services through GWN, you are asked to share personal and financial information used to help in the assessment and attainment of your financial goals. In that relationship, independent GWN associates will use the information to assist you in identifying the services and products you may want or need, to meet changing needs, and to identify constantly developing new products and services that may be of interest to you. GWN may also want to contact you to review your current information and status in order to assure that both we and our independent associates can serve you better. The information you share with us is important to you, and you can expect that we will protect the privacy and use of your private personal and financial information. At GWN we are

committed to protecting the privacy of the information we collect, use, and share about you.

OUR DISCLOSURE OF YOUR INFORMATION

So that you may be better served, GWN and its independent associates may share information about you with non-affiliated financial institutions, such as banks, clearing firms or custodians, who perform services on our behalf or when necessary for the performance of our services. These non-affiliated financial institutions are bound by obligations of confidentiality not to disclose any information provided by GWN or any independent GWN associate about you and may not use such information for any purposes other than the performance of the particular service involved. We also may disclose information about you to non-affiliated third parties as permitted by law, for example to process a financial product or service that you have authorized.

In this way we can also make available new products and services. Our employees have access to your information only when it is necessary for them to assist you or your independent GWN associate in the completion of transactions or in the offer and sale of additional products and services. All of our employees are strictly held to this privacy policy, and each of our independent associates confirms his or her undertaking to be strictly bound by it.

Except as described above, we do not share your information with any non-affiliated third party that may seek to offer you products or services or for any other reason. If in the future we determine that there is a need to disclose your information to any nonaffiliated third party, other than as described in this policy or permitted by law, we will provide you with the opportunity, in advance, to direct us not to disclose the information, and to "opt out" of that disclosure.

KEEPING INFORMATION CURRENT

GWN and its independent associates are committed to keeping your non-public personal and financial information secure, accurate and current. You should provide your independent GWN associate with any updates and changes to your personal information.

CHANGES AND UPDATES TO PRIVACY POLICY

By effecting transactions through GWN you consent to the collection and use of personal information as described in this Privacy Policy. This policy reflects GWN's current business practices, and is subject to change and update. In the event of a change, a revised policy will be sent to you or otherwise made available through your independent GWN associate.

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CUSTOMER IDENTIFICATION PROGRAM NOTICE

IMPORTANT INFORMATION YOU NEED TO KNOW ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. This Notice answers some questions about your GWN's Customer Identification Program.

What types of information will I need to provide?

When you open an account, GWN is required to collect information such as the following from you:

- Your name
- Date of birth
- Address
- Identification number:
 - U.S. Citizen: taxpayer identification number (social security number or employer identification number)
 - Non-U.S. Citizen: taxpayer identification number, passport number, and country of issuance, alien identification card number, or government-issued identification showing nationality, residence, and a photograph of you.

You will also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government issued business license, a partnership agreement, or a trust agreement. U.S. Department of the Treasury,

Securities and Exchange Commission, NASD, and New York Stock Exchange rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives, and risk tolerance.

What happens if I don't provide the information requested or my identity can't be verified?

GWN may not be able to open an account or carry out transactions for you. If GWN has already opened an account for you, they may have to close it.

We thank you for your patience and hope that you will support the financial industry's efforts to deny terrorists and money launderers access to America's financial system.

Version: 10/04

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GWN Securities has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

CONTACTING US – If after a significant business disruption you cannot contact us at 561-472-2700, please visit our website at www.gwnsecurities.com or call toll free 866-650-0132 for any updates. You should contact your GWN Representative or the investment companies directly if you need immediate access to your accounts. If you currently have a brokerage account through Pershing, LLC (our clearing firm) please refer to the instructions below.

PERSHING CUSTOMER SUPPORT – In the event that GWN Securities, Inc. experiences a significant business interruption, clients with a Pershing brokerage account may contact Pershing directly to process limited trade-related transactions, cash disbursements, and security transfers. Instructions to Pershing must be in writing and transmitted via facsimile or postal service as follows:

Pershing LLC P.O. Box 2065 Jersey City, New Jersey 07303-2065 Fax: (201) 413-5368

Please note that the fax number above is for business interruption-related issues only, and should not be used for any other purposes, such as change of address notices, account transfers, and credit verification. Information received on this fax that is unrelated to business interruption issues will not be acted upon.

For additional information about how to request funds and securities when GWN Securities, Inc. cannot be contacted due to a significant business interruption please refer to additional information located at www.pershing.com or call (201) 413-3635 for recorded instructions. If you cannot access the instructions from the previously noted telephone number, Pershing may be contacted at (213) 624-6100 extension 500 as an alternate telephone number for recorded instructions.

OUR BUSINESS CONTINUITY PLAN – We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, our business continuity plan is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Our business continuity plan addresses: data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

BUSINESS CONTINUATION PLAN SUMMARY

Our clearing firm, Pershing, backs up our important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and be able to complete existing transactions and accept new transactions and payments within 4 hours. Your orders and requests for funds and securities could be delayed during this period.

VARYING DISRUPTIONS - Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when needed and expect to recover and resume business within 24 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business within 48-72 hours. In either situation, we plan to continue in business, transfer operations to our clearing firm if necessary, and notify you through our web site, www.gwnsecurities.com or our customer emergency number, 866-650-0132, on how to contact us. It is important to remember that all your accounts are either held directly at the investment company or at our clearing firm, Pershing. You can always contact them directly for immediate assistance. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities.

IMPORTANT DISCLAIMERS – GWN Securities, Inc. will adhere to the procedures described in its business continuity plan and described above to the extent commercially reasonable and practicable under prevailing circumstances. There are, however, an incalculable number of events or circumstances that could result in a significant business disruption and their impact may vary greatly in size, scope, severity, duration, and geographic location. Further, significant business disruptions may result in varying degrees of harm to human life and regional or national infrastructure (power, transportation, communications, etc.) that could affect the firm's recovery in significant and different ways.

In light of this, GWN Securities, Inc., in its sole discretion, reserves the right to flexibly respond to any disruption in a situation-specific and prudent manner. Nothing in this disclosure document is intended to provide a guarantee or warranty regarding the actions or performance of the firm, its computer systems, or its personnel in the event of a significant business disruption.

FOR MORE INFORMATION – If you have questions about our business continuity planning, you can contact us in writing at GWN Securities, Inc., 11440 N. Jog Road, Palm Beach Gardens, FL 33418 or call us at 561-472-2700 or gwn@gwnsecurities.com.

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