



Investment Advisory Agreement and Strategy Selection Form

1. Purpose of this Agreement

This Agreement is made between:

- (a) The owner(s) of the account identified in Section 2 (annuity contract or mutual fund account) ("Client"); and
- (b) Chariot Advisors, LLC, a Registered Investment Advisor ("Advisor").

Chariot Advisors, LLC is located at 1405 Hillsborough Street, Raleigh, NC 27605. By executing this Agreement, Client engages Advisor to serve as Investment Advisor to Client pursuant to the terms and conditions described in this Agreement and the Advisor's Form ADV Part II and specifically to manage on Client's behalf the client's designated mutual fund account or the client's variable sub-account choices with one of the below models.

2. Contract Owner Information

Variable Annuity Contract Number or Mutual Fund Account Number (completed by Chariot)	Account Custodian (choose one) <input type="checkbox"/> Midland National Life Insurance Company <input type="checkbox"/> Jefferson National <input type="checkbox"/> Trust Company of America <input type="checkbox"/> TD Ameritrade
Owner Name(s)	Owner SSN or TIN
Mailing Address	
Daytime Phone Number	Home Phone Number

3. Chariot Advisors Portfolio Model Options

Selection of Investment Strategy		
RISK TOLERANCE	HYBRID STRATEGIES	DIVERSIFIED RISK MANAGED STRATEGIES
CONSERVATIVE	<input type="checkbox"/> Olympus (WRAP only)	<input type="checkbox"/> Adaptive Allocation Portfolio
GROWTH	<input type="checkbox"/> Olympus (WRAP only)	<input type="checkbox"/> Adaptive Allocation Portfolio
AGGRESSIVE	<input type="checkbox"/> Olympus (WRAP only)	<input type="checkbox"/> Adaptive Allocation Portfolio
Initial Investment \$ _____		

If Applicable: I am choosing to deviate from the portfolio series risk level suggested by the score listed on my Risk Tolerance Questionnaire until further written notice. _____ (client initials)

4. Investment Advisory Services

Portfolio Management

Investment Advisor will provide portfolio management services to Client using model portfolios consisting of mutual funds or consisting of sub-accounts within the variable account component of client's variable annuities. If Advisor is providing portfolio management services for sub-accounts within a variable annuity to Client, Client appoints Advisor as its Advisor on one or more variable annuities (collectively referred to as "Account") which will maintain custody of all funds and securities. If Advisor is providing portfolio management services for Client's mutual fund account(s), Client shall appoint Investment Advisor as its Advisor on one or more accounts maintained at a qualified custodian, as specified in the Account Custodian block of the Contract Owner Information Chart at Section 2 of this Agreement (collectively referred to as "Account") which will maintain custody of all funds and securities. Each model portfolio is designed to meet a particular investment goal and will consist exclusively of variable funds (also called sub-accounts) or exclusively of mutual funds. The model portfolios consisting of sub-accounts within a client's variable annuity will only contain the variable funds offered by the unaffiliated insurance company from whom the variable annuity has been issued. Advisor will provide portfolio management services on a discretionary basis only. Advisor's discretionary authority will be limited to buying and selling securities.

The client will select a portfolio from the models offered by Advisor. The client will also complete a questionnaire that details the client's financial goals, risk tolerance and time horizon. Once the client has selected a portfolio, the portfolio will be managed based on the portfolio's goal, rather than on each client's individual needs. Clients will have the opportunity to place reasonable restrictions on the types of investments to be held in the client's account and account supervision will be guided by the stated objectives of the client (e.g., conservative, growth, aggressive, etc.).

In order to ensure that the client's initial determination of an appropriate portfolio continues to be suitable and that the client's account continues to be managed in a manner suitable to the client's financial circumstances, Advisor will maintain client suitability information in the client's file. Client will be responsible for notifying Advisor of any updates regarding the client's financial situation and investment objectives and whether the client wishes to impose or modify existing investment restrictions.

Advisor will monitor the portfolios at least quarterly and will rebalance as appropriate. If Advisor believes that a different investment is more suitable for the portfolio's goal, then Advisor will reinvest Client's assets accordingly pursuant to the discretionary authority granted by Client. Advisor will not change Client's Portfolio without first obtaining Client's consent. Client retains all rights of ownership of the Account (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

Advisor may utilize third party consultants ("Signal-providers") to assist Advisor in the management of the portfolio of assets. Advisor has conducted due diligence on one or more Signal-providers. The Signal-providers will provide Advisor with ongoing investment strategies for asset allocation. Advisor has sole responsibility to accept input received by Signal-providers. The Signal-providers offer strategy-only programs and under no circumstances will Signal-provider provide investment management services or personalized advice.

Fees

The annual fee for portfolio management services will be charged as a percentage of assets under management by Advisor. Portfolio services provided for managing the allocation of Variable Annuity Sub-accounts will be charged at rate of 0.35% (this rate for Midland Vector II Variable Annuity only). If a Signal-provider is used, Advisor may pay a portion of its advisory fee to the Signal-provider (typically ranging from .10% to .35%). The portion of the advisory fee paid to the Signal-provider does not impact the client's ultimate advisory fee. Information about payment to unaffiliated solicitors will be disclosed to Client in the Solicitor Disclosure Statement, which will be separately reviewed and signed by Client.

The fee for portfolio services provided for managing the allocation of Variable Annuities (other than Midland Vector II) and Mutual Funds will be comprised of the portfolio management fee that is based upon a percentage of the market value of the assets being managed by Advisor and an asset based service fee that is a percentage of your total fee that is paid to the unaffiliated solicitor/investment advisor who referred your account to Advisor. Advisor's portfolio management fee schedule will apply on an individual account basis and accounts cannot be aggregated to qualify for a lower portfolio management fee. Information about payment to unaffiliated solicitors will be disclosed to Client in the Solicitor Disclosure Statement, which will be separately reviewed and signed by Client. Generally, the portion of the fee to Advisor will not exceed 1.25% and will be paid according to the following fee schedules. There is a separate fee schedule applicable to clients which are qualified retirement or 401k plans.

Fee Schedule for Clients (other than qualified retirement or 401k Plans):

Account Size	Management Fee*
0-\$99,999	1.25%
\$100,000-\$249,999	1.00%
\$250,000-\$499,999	0.85%
\$500,000-\$999,999	0.75%
\$1,000,000+	0.70%

*Note: Total management fee will additionally include the negotiable asset based service fee payable to unaffiliated solicitor/investment advisor which introduced Client to Advisor.

Fee Schedule for Clients which are qualified retirement or 401k Plans:

Account Size	Management Fee*
\$0-\$4,999,999	1.0%
\$5,000,000-\$9,999,999	0.75%
\$10,000,000-\$24,999,999	0.50%
\$25,000,000+	0.35%

*Note: Total management fee will additionally include the negotiable asset based service fee payable to unaffiliated solicitor/investment advisor which introduced Client to Advisor.

The asset based service fee paid to the unaffiliated solicitor/investment advisor will be negotiated and agreed upon by the Client and the unaffiliated solicitor/investment advisor. The maximum asset based service fee that may be charged by the unaffiliated solicitor/investment advisor is 1.5%. The total investment management fee charged to a client will never exceed 2.75%. Variations in the unaffiliated solicitor's/investment advisor's compensation may be due to the unaffiliated solicitor's/investment advisor's provision of consulting and monitoring services to the client on an ongoing basis relative to the client's engagement of Advisor. Such arrangements, and the terms and conditions thereof, are exclusively determined between the client and the unaffiliated solicitor/investment advisor, and Advisor will not be a party to such arrangements. Retail clients may pay more or less to obtain Advisor's portfolio management services than clients referred to Advisor by an unaffiliated solicitor/investment advisor.

If a Signal-provider is used, Chariot may pay a portion of its advisory fee to the Signal-provider (typically ranging from .10% to .35%) The portion of the advisory fee paid to the Signal-provider does not impact the client's ultimate advisory fee.

Advisor requires a minimum of \$5,000 for Non-Qualified and \$2,000 for Qualified new accounts for its portfolio management services (except for Midland Vector II). Additionally the variable annuity product sponsor or the administrator of the Mutual Fund Asset Allocation program may have a minimum account value requirement for participation, such as variable annuities contractual requirements for a minimum initial premium. For more information regarding minimum initial premium and other similar requirements clients should refer to the prospectus of their variable annuity or if client is receiving portfolio management services for mutual funds, then to any third party administration agreements.

Any brokerage commissions and/or transaction ticket fees charged by the custodian will be billed directly to Client by the custodian. Advisor will not receive any portion of such commissions or fees from the custodian or Client. In addition, Client may incur certain charges imposed by third parties other than Advisor in connection with investments made through the Account, including but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, and IRA and qualified retirement plan fees. Management fees charged by Advisor

are separate and distinct from the fees and expenses charged by investment company securities that may be recommended Clients. A description of these fees and expenses are available in each investment company security's prospectus.

Clients will be invoiced for portfolio management services or will have their account directly debited, The procedure for direct debit of portfolio management fees will be described in the prospectus and/or insurance policy for the variable insurance product based upon the value (as determined by insurance company from whom the client has purchased the variable annuity), of the client's account. For Clients receiving portfolio management services via the mutual fund asset allocation program, Advisor will value the mutual funds at the closing price, on the valuation date. If receiving services for variable annuity sub-account, clients should refer to the prospectus of their variable annuity for information regarding the manner of payment of advisory fees.

For this Agreement, the total annual fee for the portfolio management services provided for managing the allocation of Mutual Funds or Variable Annuities (except for Midland Vector II) (inclusive of Advisor's portfolio management fee which includes Advisor's asset allocation services) and if applicable, any asset based service fee to any other unaffiliated solicitor/investment advisor) shall be _____%.

Wholesaling Arrangement

Chariot Advisors, LLC is the manager to a Variable Insurance Trust ("VIT"), Chariot Absolute Return All Opportunities Portfolio, which is available in the Midland National Life Vector Series Variable Annuity and/or Jefferson National Monument Advisor Variable Annuity. It is anticipated this sub-account will be used in at least some of the portfolios for which Chariot Advisors, LLC in a separate capacity provides portfolio management services using the Portfolios within the Midland National Vector Series Variable Annuity and/or Jefferson National Monument Advisor Variable Annuity. Chariot Advisors, LLC will receive compensation as manager of the VIT. If client selects Chariot Advisors, LLC as client's advisor to manage the variable sub-account choices available within client's Vector II Variable Annuity contracts and/or Jefferson National Monument Advisor Variable Annuity then Chariot Advisors, LLC would receive additional compensation for providing portfolio management services and management fee services, which combined has a total annual fee of 1.85%, as described in the Fees section of this Agreement. **Client acknowledges that Client may in effect pay a double management fee to Advisor, comprised of a direct fee for the provision of portfolio management services and secondly, an indirect fee compensating Advisor for its management of the affiliated fund. The fees paid by Client to Advisor are separate and distinct from any fees and expenses that may be charged by mutual funds or variable sub-accounts, including those managed by Advisor, in which client assets may be invested. Furthermore Client acknowledges that Chariot Advisors will contract with technology providers that aggregate rates in order to achieve the best possible rates. Chariot Advisors, LLC is solely responsible for ensuring best execution.** The total management fee, inclusive of direct and indirect fees to Advisors will not exceed 1.85%. If Client selects Advisor to provide portfolio management services for the Vector II Variable Annuity or Monument Advisor Annuity, Client consents to Advisor's use of the affiliated VIT for a portion of the total sub-account allocation. Client understands and acknowledges that at any time, client may revoke consent for Advisor to allocate to the affiliated fund or to provide portfolio management services for the Vector II Variable Annuity and/or Jefferson National Monument Advisors Variable Annuity. Further, Client acknowledges that the Vector II Variable Annuity and/or Jefferson National Monument Advisor Variable Annuity provides client with a selection of multiple Registered Investment Advisors who are authorized to provide portfolio management services for the Vector II Variable Annuity and/or Jefferson National Monument Advisor Variable Annuity. Up to 100% of the Client's total sub-account allocation will be invested in the VIT. In determining whether to use an allocation that included the VIT, Advisor will determine whether the VIT is suitable for client's selected Portfolio. The VIT is intended to function as an Absolute Return Fund.

Trading Authorization

Unless indicated below, Client grants the Advisor discretionary trading authority over the Account that will be managed by the Advisor. Client grants the Advisor trading authority to make all decisions to buy, sell or hold securities, cash or other investments for the Account in the Advisor's sole discretion without first consulting with the Client. Client gives the Advisor full power and authority to carry out these decisions by giving instructions, on behalf of the Client, to brokers and dealers and the custodian for the Account. Client authorizes the Advisor to provide a copy of this Agreement to any broker or dealer, through which transactions will be implemented on behalf of the Client, as evidence of the Advisor's authority under this Agreement.

If Client is receiving portfolio management services regarding sub-accounts held within a variable annuity, Client gives Advisor the authority to instruct the variable annuity product sponsor, on Client's behalf to purchase, sell, redeem or exchange any security, cash or other investments for the Account. Client authorizes Advisor to provide a copy of this Agreement to any variable annuity product sponsor with or through which transactions for the Account are to be effected as evidence of the Advisor's authority under this Agreement.

All special instructions and limitations regarding the investment and management of Client's Account are set forth below:

Client shall be entitled to change the instructions and limitations set forth above at any time. All changes to investment instructions and limitations must be delivered to Advisor in writing.

Reports

Client will receive confirmations of transactions and account statements at least quarterly from the variable annuity product sponsor, if portfolio management services are being provided within Client's variable annuity. Client will receive confirmations of transactions and account statements at least quarterly from the account custodian, if portfolio management services are being provided via Advisor's mutual fund asset allocation program. Advisor may or may not provide any separate reports to Client.

ERISA Accounts

If the Account is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or similar government regulation, Advisor acknowledges that it is a "fiduciary" as defined in that Act with respect to performing its duties under this Agreement. The Client agrees to maintain appropriate ERISA bonding for the Account and to include within the coverage of the bond the Advisor and its personnel as may be required by law. The Client represents that employment of Advisor, and any instructions that have been given to Advisor with regard to the Account, are consistent with applicable plan and trust documents. The Client agrees to furnish Advisor with copies of such governing documents. The person signing this Agreement on behalf of the Client also acknowledges its status as a "named fiduciary" with respect to the control and management of the assets held in the Account, and agrees to notify Advisor promptly of any change in the identity of the named fiduciary with respect to the Account. Advisor is not responsible for overall compliance of Client's investments with the requirements of ERISA or any other governing law or documents.

Client's Responsibilities

Client recognizes the value and usefulness of the portfolio management services of Advisor will be dependent upon the accuracy and completeness of the information that the Client provides, upon the Client's active participation in the formulation of the objectives and in the implementation of the advice to attain those objectives. Client will provide the Advisor all requested information and required documents that Advisor may reasonably request in order to permit a complete evaluation and preparation of the recommendations for the Client. Advisor will not be responsible for the verification of the information and documentation provided by the Client.

Client shall notify Advisor in writing of any material change to Client's financial circumstances or investment objectives.

Non-Exclusive Relationship

The Client acknowledges and agrees that Advisor may provide portfolio management services for other clients and may give them advice or take actions for them, for the Advisor's accounts or for accounts of persons related to the Advisor that is different from the advice the Advisor gives the Client or actions the Advisor takes for the Client. The Advisor is not obligated to buy, sell or recommend for the Client any security or other investment that the Advisor may buy, sell or recommend for any other clients, for the Advisor's accounts or for the accounts of persons related to the Advisor.

Conflicts may arise in the allocation of investment opportunities among accounts that Advisor manages. Advisor will seek to allocate all investment opportunities believed appropriate for the Client's account(s) and other accounts advised by the Advisor among such accounts equitably and consistent with the best interests of all accounts involved. But, there can be no assurance that a particular investment opportunity that comes to the Advisor's attention will be allocated in any particular manner.

If the Advisor obtains material, non-public information about a security or its issuer that the Advisor may not lawfully use or disclose, the Advisor will have no obligation to disclose the information to the Client or use it for the Client's benefit.

Basis of Advice

Client acknowledges that Advisor obtains information from a wide variety of publicly available sources. Advisor does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by the Advisor are based upon the professional judgment of the Advisor. Advisor cannot guarantee the results of its recommendations.

Risk

The Advisor cannot guarantee the future performance of the Account, promise any specific level of performance or promise that the Advisor's investment decisions, strategies or overall management of the Account will be successful.

The investment decisions the Advisor will make for the Client are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing the Account, the Advisor will not consider any other securities, cash or other investments the Client owns unless the Client has told the Advisor to do so in the Client's instructions to the Advisor.

Except as may otherwise be provided by law, the Advisor will not be liable to the Client for any loss (i) that the Client may suffer as a result of the Advisor's good faith decisions or actions where the Advisor exercises the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following the Client's instructions; or (iii) caused by the custodian, any variable annuity product sponsor to which the Advisor directs transactions for the Account or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit the Client's rights under those laws.

Client understands that Advisor will make reasonable efforts to invest funds in a timely manner into the selected strategy. Client acknowledges that clerical and/or communications errors can occur and Client is responsible for verifying funds are allocated into the requested model. Client must immediately report misallocation. Client understands that failure to timely report any misallocation may affect Advisor's ability to correct the misallocation and could potentially result in Client's waiver of opportunity to correct any misallocation. For any clients who receive Advisor's portfolio management services for sub-accounts held within a variable annuity, Client understands that allocations can be viewed by both Client and Client's Registered Representative of record for Client's variable annuity.

Legal Actions

Advisor will not advise the Client or act for the Client in any legal proceedings, including bankruptcies or class actions, involving securities held for the Account or the issuers of those securities.

Proxy Voting

Advisor will not vote or advise the client about how to vote proxies for securities held in the account. The Account custodian should promptly send the client all proxies and related shareholder communications for the securities maintained in the account. Client shall maintain exclusive responsibility for determining all proxy voting decisions in the Account. If the Account is maintained on behalf of a plan subject to ERISA, Client understands that proxy voting is considered to be a plan asset and that Advisor, as the investment manager, has the obligation to make certain all proxies are voted unless the plan document (not this Agreement) states that the right to vote proxies has been reserved to the plan trustees. Client represents that the plan document reserves to the plan trustees the right to vote proxies and that Client shall maintain exclusive responsibility for determining all proxy voting decisions.

Assignment

This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.

Termination

Either party may terminate this Agreement by providing notice to the other party. Termination will be effective upon receipt of notification. If services are terminated within five (5) business days of executing this Agreement, services will be terminated without penalty and no fees shall be due. Upon termination of any account, any prepaid, unearned fees will be promptly refunded, and any earned, unpaid fees will be due and payable.] The final fee will be calculated using the date of termination as the final date of services.

Client Death or Disability

The Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may cancel this Agreement by giving written notice to the Advisor.

Notice

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by telecopy, e-mail, U.S. mail, overnight courier or facsimile transmission (with hard copy sent by U.S. mail). All postage must be prepaid. All notices or communications to Advisor should be sent to the Advisor's main address. All notices or communications to the Client will be sent to the address provided on the execution page of this Agreement unless written instructions are provided to the Advisor by the Client to send notifications to an alternate address.

Governing Law

This Agreement shall be construed under the laws of the State of North Carolina. However, nothing in this Agreement will be construed contrary to the Investment Advisors Act of 1940 and any rule there under.

Entire Agreement

This Agreement represents the Advisor's entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

Validity

If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

Amendments

Advisor shall have the right to amend this Agreement only if Client has agreed to such changes in writing.

Representations

Advisor represents that it is federally registered as an investment advisor under the Investment Adviser's Act of 1940 and is authorized and empowered to enter into this Agreement. The Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, the Client represents that applicable law and governing documents authorize and permit this Agreement.

Arbitration Provision

To the extent permitted by law, any controversy or dispute which may arise between the Client and Advisor concerning any transaction or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Client notes the following provisions of arbitration:

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.

- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

The agreement to arbitrate does not entitle you to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and you expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws.

Receipt Acknowledgements

The Client acknowledges receipt and has had an opportunity to review Advisor's Form ADV, Part II, or a disclosure statement containing the equivalent information. If the appropriate disclosure statement was not delivered to the Client at least 48 hours prior to entering into this Agreement, then the Client has the right to terminate this Agreement without penalty within five business days. For purposes of this provision, this Agreement is considered entered into when all parties have signed this Agreement.

Client further acknowledges receipt of Advisor's Privacy Policy Notice as required by the Gramm-Leach-Bliley Act of 1999.

If more than one, all principals to the Account must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated. By signing this Agreement, the Client represents to the Advisor that the Client has the legal authority and capacity to hire the Advisor to manage the assets in the Account. Signing this Agreement indicates that all parties agree to the terms of this Agreement.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.

This Agreement is signed and effective this ____ day of _____, 20__.

Printed Name of Client/ Authorized Signatory

Signature of Client/Authorized Signatory

Social Security Number

Printed Name of Client/ Authorized Signatory

Signature of Client/Authorized Signatory

Social Security Number

Accepted By (Chariot Advisors, LLC)

By: _____

Date: _____

Printed Name, Title