



# Performance Choice<sup>®</sup> 8

Fixed index annuity

## Annuity disclosure statement

Thank you for your interest in the Performance Choice<sup>®</sup> 8 Annuity, a fixed index annuity issued by North American Company for Life and Health Insurance<sup>®</sup>. This summary will help you understand the features of the annuity and determine if it will help you meet your financial goals. It is important for you to read and understand this summary before you decide to purchase the annuity. Once you have read this summary, sign the signature pages to confirm that you understand the annuity and submit this document with your annuity application. *Refer to the Contract for complete details.*

**This annuity disclosure statement must be signed by both the applicant and the Sales Representative. The signed home office copy needs to be returned with the application to North American, Annuity Division.**

8300 Mills Civic Parkway, West Des Moines, IA 50266  
Phone: 866-322-7065 • NorthAmericanCompany.com

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The Performance Choice<sup>®</sup> 8 is issued on form NA1007A/ICC16-NA1007A.MVA (contract), AE577A/ICC15-AE577A, ICC20-AE642A, ICC20-AE641A, AE579A/ICC15-AE579B, AE581A/ICC15-AE581A, AE583A/ICC15-AE583A, AE584A/ICC15-AE584A, AE587A/ICC15-AE587A, and AE665A/ICC22-AE665A (riders/endorsements) or appropriate state variation by North American Company for Life and Health Insurance<sup>®</sup>, West Des Moines, IA. This product, its features and riders may not be available in all states.

## What is the Performance Choice® 8 Annuity?

The Performance Choice® 8 is a flexible premium deferred fixed index annuity. An annuity is a long-term Contract issued by an insurance company. In exchange for a premium payment, the insurance company agrees to make payments to you later on. This annuity provides an accumulation value that may earn interest through a fixed account and various index accounts (if selected). While the fixed account earns a fixed rate of interest each year, index accounts earn interest credits based on how an underlying index performs. Interest credits are guaranteed to never be less than zero.

The Performance Choice® 8 is not a registered security and does not directly participate in stock or equity investments. Index returns do not include dividends. Past index performance is not intended to predict future performance.

Under current law, annuities grow tax-deferred. This tax-deferred feature is not necessary for a tax-qualified retirement account. If you are purchasing this annuity as a tax-qualified retirement account, you should consider whether other features of the annuity will help meet your needs. Annuities may be taxed during the income or withdrawal phase.

Before purchasing this Contract, you should obtain competent advice from a qualified tax professional regarding the tax treatment of the Contract. Neither North American, nor any Sales Representatives acting on its behalf in the sale of this product, should be viewed as providing legal, tax, or securities advice.

You may cancel this annuity within 30 days of your receipt to receive a refund of your premium, less any withdrawals you have taken.

This disclosure is not intended to be a complete explanation of all terms and conditions of your annuity. Please refer to your Contract for complete details.

## What is the value of my annuity?

### **Accumulation value**

The accumulation value when your Contract begins is equal to 100% of the premium you add to the annuity. The accumulation value is used to determine the surrender value and death benefit as well as the amount of penalty-free withdrawals available each year.

Your accumulation value increases when interest is credited to your Contract. Your accumulation value will not decrease due to index performance, but may be reduced by the amount of any withdrawals, including applicable surrender charges and market value adjustments.

## Can I add funds to my annuity?

Yes. Any additional premium(s) must also satisfy your Contract's premium requirements. If you add premium to your annuity after it is issued, that additional premium will receive a fixed interest rate until your next contract anniversary. This interest rate will be declared at the time the additional premium is received. On each contract anniversary, North American will allocate any premium received since the prior contract anniversary according to your most recent instructions.

After the first contract anniversary, and with [60] days' notice from us, we reserve the right to limit or stop accepting additional premium. State variations may apply.

## How does my annuity earn interest?

You can allocate your premium between the fixed and index accounts, which credit interest in different ways.

### **Fixed account**

Premium allocated to this account will receive a fixed interest rate. The initial fixed account interest rate will be guaranteed for the first contract year. The rate for future contract years will be declared annually thereafter at North American's discretion and will be provided to you on your annual statement. North American will never declare a rate that is lower than the minimum guaranteed fixed account interest rate, shown in the "How might rates change in the future?" section on page 5.

### **Index account**

Premium allocated to the index account is not guaranteed to receive interest in any given contract year, but has the potential to receive interest based on one or more chosen external indexes and crediting methods. Interest credits are determined by measuring the index's performance over a period of time. We then apply a calculation to determine what, if any, interest will be added to your accumulation value.

## What are the available crediting methods and how do they work?

Each crediting method uses a different calculation to determine how interest will be added to your Contract. These calculations include certain limits to the amount of interest that you will receive. These limits include the following:

- **Cap rates** are upper limits on how much of the index gain you can receive. For example, if the cap rate is 4% and the index gain is 10%, your interest credit would be “capped” at 4%.
- **Participation rates** limit your interest credit to a set percentage of any index gain. For example, if the participation rate is 30% and the index gain is 10%, your interest credit would be 3%.
- **Margins** are subtracted from any index gain before you receive an interest credit. For example, if the index margin is 2% and the index gain is 10%, your interest credit would be 8%.

*The examples listed above all assume a one-year term point-to-point crediting method.*

The following crediting methods are available for your Contract. The company may discontinue an available index or crediting method at any time during the life of your Contract. If this happens, you may choose to allocate your funds to the other available methods. If you do not make a new allocation, the funds previously allocated to a discontinued index or method will be transferred to the fixed account.

*Each of these crediting methods may be available with one or more indices.*

<b>Annual Point-to-Point with Cap</b>	This method looks at the percentage change in an external index value for the contract year. Any positive change is subject to a cap rate before being added to your accumulation value. When the change is zero or negative, you do not receive an interest credit.
<b>Annual Point-to-Point with Participation Rate</b>	This method looks at the percentage change in an external index value for the contract year. Any positive change is multiplied by the participation rate before being added to your accumulation value. When the change is zero or negative, you do not receive an interest credit.
<b>Annual Point-to-Point with Margin</b>	This method looks at the percentage change in an external index value for the contract year. A margin is subtracted from any positive change to determine the interest credit. When the change is zero or negative after the margin is applied, you do not receive an interest credit.
<b>Monthly Point-to-Point with Cap</b>	This method calculates interest by first determining the percentage change in an external index value during each month of the contract year. Any positive monthly change is then subject to a monthly cap rate. Negative monthly changes do not have a cap. At the end of each contract year, interest is credited based on the sum of the monthly percentage changes in the index value, after the monthly caps have been applied to positive months. If the sum of the changes is zero or negative, you do not receive an interest credit.
<b>Term Point-to-Point with Participation Rate</b> (Two-year Point-to-Point Participation Rate)	This method looks at the percentage change in an external index value for the term. Any positive change is multiplied by the participation rate before being added to your accumulation value. When the change is zero or negative, you do not receive an interest credit.
<b>Annual Point-to-Point with Enhanced Participation Rate</b> (Annual Point-to-Point Participation Rate with 1.50% Strategy Fee)	This method looks at the percentage change in an external index value for the term. Any positive change is multiplied by the participation rate before being added to your accumulation value. When the change is zero or negative, you do not receive an interest credit.  This method includes a strategy fee that will be subtracted from the accumulation value allocated to this method once each contract year. The strategy fee will be collected once each contract year at the earliest of any partial withdrawal in excess of the penalty-free amount, full surrender or the end of the contract year. The strategy fee is equal to the strategy fee annual percentage times the beginning of year accumulation value allocated to this method. The strategy fee results in an increase to the participation rate, resulting in an increase in the credited interest rate when the underlying index performance is positive.  If the underlying index performance is zero or negative, the interest crediting amount to your policy for this method will be zero and as a result of the strategy fee assessed, the amount of your accumulation value allocated to this method will decrease.

*Chart continues on next page*

**Term Point-to-Point with Enhanced Participation Rate**

(Two-year Point-to-Point Participation Rate with 1.50% Strategy Fee)

This method looks at the percentage change in an external index value for the term. Any positive change is multiplied by the participation rate before being added to your accumulation value. When the change is zero or negative, you do not receive an interest credit.

This method includes a strategy fee that will be subtracted from the accumulation value allocated to this method once each term. The strategy fee will be collected once each term at the earliest of any partial withdrawal in excess of the penalty-free amount, full surrender or the end of the term. The strategy fee is equal to the strategy fee annual percentage times two times the beginning of term accumulation value allocated to this method. The strategy fee results in an increase to the participation rate, resulting in an increase in the credited interest rate when the underlying index performance is positive.

If the underlying index performance is zero or negative, the interest crediting amount to your policy for this method will be zero and as a result of the strategy fee assessed, the amount of your accumulation value allocated to this method will decrease.

*For more information about crediting methods, including example calculations, please refer to the How it works: Fixed index annuity crediting methods and index options consumer brochure.*

## How does selecting a crediting method with a strategy fee affect my Contract

If you select a crediting method with a strategy fee, any accumulation value you have allocated to that crediting method will be eligible to receive a higher participation rate in exchange for a fee that is deducted from your accumulation value one time each crediting term. The strategy fee is assessed either at the end of the crediting term or if you take a surrender in excess of your penalty-free amount, whichever is earliest. When the index does not increase at a higher rate than the strategy fee during any crediting term, your accumulation value allocated to that crediting method will decrease even if the index value stayed the same or increased.

Your Contract automatically includes an Accumulation Value True-Up benefit (AV TrueUp). The AV TrueUp benefit is payable one time at the end of the surrender charge period only if you have taken no partial withdrawals in excess of the penalty-free amount. The AV TrueUp benefit determines whether the total interest credited to your Contract since issue across all accounts (fixed and indexed) is less than the total amount of strategy fees charged since issue. If the strategy fees exceed the total interest credited, the difference is added to the fixed and index accounts based on the percentage of your accumulation value in each account. The AV TrueUp does not apply if you have taken a surrender that exceeds your penalty-free amount during the surrender charge period and does not apply after the surrender charge period. In these scenarios, the strategy fees assessed may result in a loss of premium.

## How might rates change in the future?

Initial rates are declared when we issue your Contract and can be obtained from your Sales Representative. The company may change the rates at the end of any crediting method term for the index account or guaranteed period for the fixed account. We will provide future rates on your annual statement. The rates will not fall below the minimums or go above the maximums as outlined below for each option in your Contract.

Minimum guaranteed fixed rate	0.25%	Minimum two-year participation rate	10.00%
Minimum cap rate	0.50%	Maximum annual index margin	15.00%
Minimum monthly cap	0.25%	Minimum annual participation rate with strategy fee	10.00%
Minimum annual participation rate	5.00%	Minimum two-year participation rate with strategy fee	15.00%

## Can you provide an example of index crediting?

The following hypothetical examples are provided as a general explanation of how to calculate the interest credit for a Term Point-to-Point with Cap crediting method described on page 4 in different scenarios. These examples assume:

- an initial index account value of \$100,000
- a beginning index value of 1,000 for the S&P 500® Index
- no withdrawals
- Scenarios A, B, and C assume an index cap rate of 4%
- Scenario D assumes an index cap rate of 0.50% which is the guaranteed minimum index cap rate of the annuity Contract

The interest credit is calculated as follows:

	<b>Scenario A:</b>	<b>Scenario B:</b>	<b>Scenario C:</b>	<b>Scenario D:</b>
	<b>Above average change</b> (1200 ending index value)	<b>Average change</b> (1035 ending index value)	<b>Negative change</b> (900 ending index value)	<b>Minimum guaranteed cap rate</b> (1035 ending index value)
<b>Step 1:</b> Calculate change in index	$1200 - 1000 = 200$	$1035 - 1000 = 35$	$900 - 1000 = -100$	$1035 - 1000 = 35$
<b>Step 2:</b> Divide change by beginning index value to determine index return	$200 / 1000 = 20\%$	$35 / 1000 = 3.5\%$	$-100 / 1000 = -10\%$	$35 / 1000 = 3.5\%$
<b>Step 3:</b> Determine interest credit percentage	4% (cap applies)	3.5%	0% (interest credit will never be less than zero)	0.50% (cap applies)
<b>Step 4:</b> Multiply interest credit percentage by beginning index account value to determine index credit	$4\% \times \$100,000 = \$4,000$	$3.5\% \times \$100,000 = \$3,500$	$0\% \times \$100,000 = \$0$	$0.50\% \times \$100,000 = \$500$
<b>Step 5:</b> Add index credit to beginning index account value to determine ending index account value	$\$100,000 + \$4,000 = \$104,000$	$\$100,000 + \$3,500 = \$103,500$	$\$100,000 + \$0 = \$100,000$	$\$100,000 + \$500 = \$100,500$

For more information about crediting methods, including example calculations, please refer to the *How it works: Fixed index annuity crediting methods and index options consumer brochure*.

## Can I change my allocation?

Each year on your contract anniversary you may elect to transfer your values between your fixed account and index account options. Transfers from terms greater than one year are only available at the end of the term. Based on current tax laws, transfers between options will not be taxable or subject to surrender penalties.

Your Contract may contain required minimums for transfer.

## How can I access funds?

Your Contract provides several ways to access funds. Depending on what option you select, surrender charges and a market value adjustment may reduce the amount you have available to withdraw. Penalty-free withdrawals are withdrawals that do not have surrender charges or a market value adjustment. Certain withdrawals before age 59 1/2 may be subject to an additional 10% IRS penalty.

### **Penalty-free withdrawals**

Beginning in the second contract year, you may take a penalty-free withdrawal (referred to in your Contract as a penalty-free partial surrender) of up to 10% of your accumulation value in each contract year.

### **Required minimum distributions**

If you purchase this annuity with "tax-qualified" money, tax law and IRS rules may require you to take "required minimum distributions" (RMDs) from your Contract each year after you reach the current RMD age as determined by the IRS. By current company practice\*, RMDs based solely on this Contract may be withdrawn without charge even if they exceed the penalty-free withdrawal amount available in that year.

*\*Any features offered by current company practice are not contractual guarantees of your annuity Contract and can be removed or changed at any time.*

### **Annuity payout options (annuitization)**

You may choose to have the value of this annuity paid to you under an available payout option. If your Contract is still active on its maturity date, you are required to elect a payout option or take the full value of the Contract as a lump sum. Once you elect a payout option, it cannot be changed and all other rights and benefits of the annuity, including death benefits, terminate.

In all states except Florida, you may select an annuity payout option at any time. If selected during the surrender charge period, your payout will be based on the surrender value rather than the accumulation value. Available payout options include life income, life income with period certain, joint and survivor life income, income for a specified period, and income for a specified amount.

For contracts issued in Florida, you may select an annuity payout option based on the accumulation value at any time after the first contract year. Available payout options include life income, life income with a 10-year or 20-year period certain, joint and survivor life income, and joint and survivor with a 10-year or 20-year period certain.

### **Full surrender – Surrender value**

If you decide to terminate (surrender) your Contract, the surrender value is the amount that is available to you as a lump sum. The surrender value is equal to the accumulation value, subject to market value adjustment, less applicable surrender charges, and state premium taxes.

The surrender value will never be less than the minimum requirements set forth by state law, at the time of issue, in the state where the Contract is issued. The minimum surrender value will never be less than 87.5% of all premiums less any surrenders (after MVA or reduction for surrender charges) accumulated at a rate not less than 1.00%, or otherwise directed by your Contract.

## What charges may apply when I access funds?

### Surrender charges

During the surrender charge period, a surrender charge applies to any amount above the available penalty-free withdrawal amount. Surrender charges may result in a loss of premium. Surrender charges allow the company to invest long-term and in turn, generally offer more favorable crediting rate limits. The surrender charges for each contract year are based on the state where your Contract is issued and are shown as follows:

	Approved states other than those specifically listed in the next columns	AK, CT, DE, HI, ID, IL, IN, MN, MO, MT, NH, NJ, NV, OH, OK, OR, PA, SC, TX, UT, VA, WA	CA
Year 1	10%	9%	8%
Year 2	10%	8.5%	7.45%
Year 3	10%	7.5%	6.50%
Year 4	10%	6.5%	5.50%
Year 5	9%	5.5%	4.55%
Year 6	8%	4.5%	3.55%
Year 7	5%	3.5%	2.55%
Year 8	3%	3%	1.50%

### Market value adjustment (MVA)

The market value adjustment (MVA) is an adjustment during the surrender charge period that helps protect the company from losses that may occur upon early surrenders. This protection allows the company to offer more favorable crediting rate limits. The MVA only applies to withdrawals above the available penalty-free withdrawal amount. The MVA depends on changes in the market value adjustment external index rate (Barclay's US Credit Index). The MVA generally decreases the surrender amount when rates rise and increases the surrender amount when rates fall by more than the adjustment. With certain rate movements, it may not be possible to receive a positive MVA. An MVA will not reduce the amount surrendered below the minimum surrender value.

The MVA is calculated by multiplying the portion of the withdrawal that exceeds the available penalty-free withdrawal amount before reduction for any surrender charge by the formula described below:

$$\text{Market value adjustment} = (i_0 - i_t - \text{ADJ}) \times (T)$$

$i_0$  = The index value of the market value adjustment external index on the issue date of the Contract.

$i_t$  = The index value of the market value adjustment external index at the time of the surrender, full or partial.

**ADJ** = 0.50% (in all states other than those specifically noted with ADJ = 0.00%)

**ADJ** = 0.00% (for AK, CT, DE, FL, HI, ID, IL, IN, MD, MN, MO, MT, NH, NJ, NV, OH, OK, OR, PA, SC, TX, UT, VA, WA)

**T** = Time in years as follows: number of days from the date of the surrender to the end of the current Contract Year divided by 365, plus whole number of years remaining in the market value adjustment period

The MVA for each surrender in excess of the penalty-free withdrawal amount is limited as follows:

When the MVA is positive, the MVA will be no greater than the minimum of (A) and (B) below.

When the MVA is negative, the MVA will be no less than -1 multiplied by the minimum of (A) and (B).

Where A is equal to the surrender charge applicable at the time of full or partial surrender.

Where B is equal to:

In all states except **California**:

the total amount of interest credited to the accumulation value since the issue date; minus the sum of all market value adjustments greater than zero applied since the issue date; plus the sum of all market value adjustments less than zero applied since the issue date.

In **California**:

0.50% times the accumulation value at the time of the withdrawal

*Market value adjustment  
continued on next page*

### A hypothetical example for an annuity policy at Contract year 4

A \$100,000 single premium contract grows to an accumulation value of \$112,551 in four years. Upon full surrender at the end of the fourth contract year, a market value adjustment would be applied. This hypothetical example assumes that the index rate of the MVA external index on the issue date was 3%, a 10% penalty-free withdrawal of account value of \$11,255 is available, no withdrawals have been taken since the contract was issued, and a 10% surrender charge would apply.

Index value of MVA external index on the date of full surrender	2.00%	4.00%
Market value adjustment formula	$(3.00\% - 2.00\% - 0.50\%) \times 4 = 2.00\%$	$(3.00\% - 4.00\% - 0.50\%) \times 4 = -6.00\%$
Accumulation value	\$112,551	
Penalty-free withdrawal amount (10%)	\$11,255	
Surrender charge (10%)	\$10,130	
Interest credited	\$12,551	
<b>Market value adjustment</b>	$(\$112,551 - \$11,255) \times 2.00\% = \$2,026^1$ <b>MVA = \$2,026</b>	$(\$112,551 - \$11,255) \times -6.00\% = -\$6,078^1$ <b>MVA = \$6,078</b>
Surrender value <sup>2</sup>	\$104,447	\$96,343

1. Limited to, positive or negative, surrender charge of \$10,130 or interest credited of \$12,551. Limits differ for CA.

2. The amount of the market value adjustment will not exceed the limit as defined in your annuity Contract; your market value adjustment may differ from the values reflected in this hypothetical example. A surrender during the surrender charge period could result in a loss of premium. Surrender charge structure may vary by state. Withdrawals taken prior to age 59 1/2 may be subject to IRS penalties.

### What happens if I die?

The death benefit is payable when any individual owner dies or when all annuitants have died, whichever is earlier. If the owner dies and his or her spouse is the sole beneficiary, the spouse may elect to continue the Contract as its owner.

The death benefit equals the accumulation value. The death benefit will never be lower than the Contract's minimum surrender value.

A death benefit is not available if you have already elected an annuity payout option. Your beneficiary must notify the North American to effectuate a death benefit claim.

### What additional benefits does my annuity provide?

#### Nursing home confinement waiver

(not available in all states)

After the first contract anniversary, if the covered person is confined to a qualified nursing home facility for at least 90 consecutive days you may withdraw an additional 10% of your accumulation value without a surrender charge or MVA. This waiver is automatically included with your annuity at no additional charge.

### How is my Sales Representative compensated?

North American will pay a sales commission in connection with the sale of this product. This commission is one of many costs which North American considers and factors into the product's design and policy performance, including setting the guaranteed rates in the Contract and the manner in which non-guaranteed benefits may be offered. The total amount of your premium will be credited to your Contract, and no deductions from your premium payment or from your accumulation value will be made due to the payment of this sales commission.

North American may enter into written sales agreements with other financial institutions ("selling firms") for the sale of the Contract. The selling firms and their Representatives are independent of North American. In this case, the selling firms are responsible for evaluating product proposals, making recommendations independently, and for exercising independent judgment about these proposals. North American pays selling firms all or a portion of the commissions received for their sales of the Contract.



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Please see **pages 10 and 12** for acknowledgement and signatures.

**Agent instructions: Page 10 and 12 must both be signed.**

Return page 12 to the home office with the Applicant's original signature.

Retain a permanent copy in your file. Leave pages 1-10 with signatures with the Applicant.

**Applicant statement and signature** By signing below, I certify that:

- I have read this annuity disclosure in its entirety and have been provided a brochure that explains the annuity's benefits, features, and limitations.
- The features of this annuity product have been explained to me by my Agent/Representative.
- The Performance Choice® 8 is a long-term Contract and a surrender charge up to 10% as well as a market value adjustment will apply during the 8-year surrender charge period to any full or partial surrender that exceeds the penalty-free partial withdrawal surrender amount.
- I understand a surrender during the surrender charge period may result in loss of premium.
- I understand that if I select a crediting method with a strategy fee, the strategy fee will reduce my account value and may result in a loss of premium in certain scenarios.
- I understand that interest does not begin to accrue until the date the annuity becomes effective, not the date premium is submitted or received by the company.
- I understand my Agent/Representative will receive a commission for the sale of this annuity.
- I understand I should consult my tax advisor about possible tax implications related to the purchase of this annuity and its features.
- I understand that any values shown, other than the guaranteed minimum and maximum values, are not guarantees, promises, or warranties.
- I have reviewed the features and understand the intent of this annuity product and agree that it meets my needs. I have assessed my financial situation, including cash for living and other related expenses, and this Contract is suitable for my financial needs.
- I am aware that an Annuity buyer's guide is available on the company website.

Owner(s)  
initials  
**REQUIRED**  
in box above

**Applicant authorization and signature**

Owner's name (print)	Joint Owner's name (print)
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Owner's signature ▶
Joint Owner's signature ▶

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Date signed (mm/dd/yyyy)

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Date signed (mm/dd/yyyy)

Mark an "X" in the box to the left if your Agent/Representative provided you with a North American illustration for the **Performance Choice® 8** fixed index annuity. By checking this box, an illustration will also be provided along with the issued annuity Contract

**Agent/Representative acknowledgment and signature**

By signing below, I certify that the product brochure and company disclosure materials have been presented to the applicant. A copy of this signed disclosure was provided to the applicant after an examination of the interests of the applicant and an assessment of the stated goals of the applicant. I have provided or directed the applicant to the Annuity buyer's guide on the company website. I certify that I believe this product to be appropriate for the applicant based on his or her individual needs. I have discussed this product with the applicant and have not made any statements which contradict the materials provided to the applicant. I have not made any promises or given any assurances about the future value of any non-guaranteed elements.

Agent/Representative's signature ▶
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Date signed (mm/dd/yyyy)



242201

Not FDIC/NCUA Insured	Not A Deposit Of A Bank	Not Bank Guaranteed
May Lose Value	Not Insured By Any Federal Government Agency	

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- The Performance Choice® 8 is a long-term Contract and a surrender charge up to 10% as well as a market value adjustment will apply during the 8-year surrender charge period to any full or partial surrender that exceeds the penalty-free partial withdrawal surrender amount.
- I understand a surrender during the surrender charge period may result in loss of premium.
- I understand that if I select a crediting method with a strategy fee, the strategy fee will reduce my account value and may result in a loss of premium in certain scenarios.
- I understand that interest does not begin to accrue until the date the annuity becomes effective, not the date premium is submitted or received by the company.
- I understand my Agent/Representative will receive a commission for the sale of this annuity.
- I understand I should consult my tax advisor about possible tax implications related to the purchase of this annuity and its features.
- I understand that any values shown, other than the guaranteed minimum and maximum values, are not guarantees, promises, or warranties.
- I have reviewed the features and understand the intent of this annuity product and agree that it meets my needs. I have assessed my financial situation, including cash for living and other related expenses, and this Contract is suitable for my financial needs.
- I am aware that an Annuity buyer's guide is available on the company website.

Owner(s)  
initials  
**REQUIRED**  
in box above

**Applicant authorization and signature**

Owner's name (print)	Joint Owner's name (print)
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Owner's signature ▶
Joint Owner's signature ▶

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Date signed (mm/dd/yyyy)

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Date signed (mm/dd/yyyy)

Mark an "X" in the box to the left if your Agent/Representative provided you with a North American illustration for the **Performance Choice® 8** fixed index annuity. By checking this box, an illustration will also be provided along with the issued annuity Contract

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By signing below, I certify that the product brochure and company disclosure materials have been presented to the applicant. A copy of this signed disclosure was provided to the applicant after an examination of the interests of the applicant and an assessment of the stated goals of the applicant. I have provided or directed the applicant to the Annuity buyer's guide on the company website. I certify that I believe this product to be appropriate for the applicant based on his or her individual needs. I have discussed this product with the applicant and have not made any statements which contradict the materials provided to the applicant. I have not made any promises or given any assurances about the future value of any non-guaranteed elements.

Agent/Representative's signature ▶
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Date signed (mm/dd/yyyy)



242201

Not FDIC/NCUA Insured	Not A Deposit Of A Bank	Not Bank Guaranteed
May Lose Value	Not Insured By Any Federal Government Agency	



## **Index disclosure supplement:**

**Fidelity Multifactor Yield Index<sup>SM</sup> 5% ER (Fidelity MFY 5% ER)**

**Morgan Stanley Dynamic Global Index (MSDG)**

**S&P Multi-Asset Risk Control 5% Excess Return Index (S&P MARC 5% ER)**

**S&P 500<sup>®</sup> Low Volatility Daily Risk Control 5% (SPLV 5% TR)**

(Please see your annuity disclosure for details.)

Thank you for considering a fixed index annuity from North American Company for Life and Health Insurance<sup>®</sup>. Upon issue, this is an annuity Contract between you and North American Company. It is an insurance Contract filed with the state insurance department. Therefore, this Contract is governed by state insurance laws and your state insurance department.

A North American fixed index annuity Contract offers you flexibility to choose how to allocate your premiums to determine the manner in which your Contract can earn interest. You may earn interest credits by linking to an external index and by selecting from our various interest crediting methods or by allocating your premium to the fixed account. North American annuity products offer you, the customer, flexibility and choice in determining how you wish to have your Contract premiums allocated. If you elect to place your premium in an index account, your interest credit will never be less than zero. If you elect to place your premium in the fixed account, a declared rate of interest will be credited each year.

A North American fixed index annuity contains a minimum guaranteed interest rate, backed by the financial strength of North American. The fixed account minimum guaranteed interest rate is set at issue and guaranteed for the entire term of the Contract.

If you elect to link your premiums and credited interest to an external index, your premiums are never invested directly in the external index. The investment performance of the external index that your premiums are linked to does not pass through to you as a security investment does. If it is a stock-based index you do not receive dividends. By linking to an external index you merely select the manner used to measure your credited interest. You ultimately decide how to allocate your premiums and decide how interest credits to your Contract will be calculated. It is critical you understand how the components of your fixed index annuity work. There are two main aspects that factor in to determining the interest credits, the index account (crediting method) option and the index itself.

We reserve the right to add, remove or revise availability of any index, or to substitute a different published benchmark should the company, in its discretion, determine that the use of an index is no longer commercially reasonable. Use of or reference to an index does not constitute a purchase of or direct investment in the index, or in the underlying components of the index. All references to the values of an index are used with the permission of the index provider and have been provided for informational purposes only. The index provider accepts no liability or responsibility for the accuracy of the prices or the underlying components to which the prices may be referenced.

### **Additional options**

We feel it is important to offer you several options to which you can allocate your premium. We also offer transfer options that give you the opportunity to re-allocate your accumulation value to the various fixed and index account options at the end of crediting terms. Contact your sales representative or North American for additional information.

**Please call 877-858-1364 for additional details on any of these indices.**

### **Fidelity Multifactor Yield Index<sup>SM</sup> 5% ER**

The Fidelity Multifactor Yield Index 5% ER (the “**Index**”) strives to create enhanced and stable returns through investing in proven equity factors, while applying excess return and daily volatility control methodologies. The equity component of the Index diversifies across six factor indices with fixed weights to each. The Index adds an element of risk control by allocating daily between stocks, as represented by the six equity factor indices, and a dynamic bond overlay which consists of 10-year Treasury Note futures and potentially cash. Because the Index is managed to a volatility target, the performance of the Index will not match the weighted underlying performance of the six equity factor indices. Typically, the volatility control tends to reduce the rate of negative performance and positive performance of the weighted value of the underlying indices – thus creating more stabilized performance. In calculating the level of the Index, the index methodology deducts a fee equal to 0.50% per year.

The value of the Index is available at the following website: <https://go.fidelity.com/FIDMFY>

The Fidelity Multifactor Yield Index 5% ER (the “**Index**”) is a multi-asset index, offering exposure to companies with attractive valuations, high quality profiles, positive momentum signals, lower volatility and higher dividend yield than the broader market, as well as U.S. treasuries, which may reduce volatility over time. Fidelity is a registered trademark of FMR LLC. Fidelity Product Services LLC (“**FPS**”) has licensed this index for use for certain purposes to North American Company for Life and Health Insurance® (the “**Company**”) on behalf of the Product. The Index is the exclusive property of FPS and is made and compiled without regard to the needs, including, but not limited to, the suitability needs, of the Company, the Product, or the Product’s contract Owners. The Product is not sold, sponsored, endorsed or promoted by FPS or any other party involved in, or related to, making or compiling the Index.

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### **Morgan Stanley Dynamic Global Index Option**

The Morgan Stanley Dynamic Global Index (MSDG) (the “**Index**”) allocates across global assets with the goal of achieving diversified exposure across and within equities, fixed income and commodities. Moreover, the Index methodology includes provisions intended to address the unique risk and return characteristics of each asset class when re-allocating exposure during changing market conditions. The Index is rules-based and targets a 5% annual realized volatility with the intention of (i) reducing allocations to preserve gains during periods of high volatility and (ii) increasing leverage to capture returns when volatility decreases. In calculating the level of the Index, the Index methodology deducts a fee equal to 0.50% per year.

The value of the Index is available at the website [www.morganstanley.com/indices/msdg](http://www.morganstanley.com/indices/msdg)

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In calculating the performance of the Index, Morgan Stanley deducts, on a daily basis, a servicing cost of 0.50% per annum. This reduces the positive change or increase the negative change in the Index level and thus decreases the return of any product linked to the Index. The volatility control calculation applied by Morgan Stanley as part of the Index's methodology may decrease the Index's performance and thus the return of any product linked to the Index. In addition, because the volatility control calculation is expected to reduce the overall volatility of the Index, it will also reduce the cost of hedging certain products linked to the Index.

### **S&P Multi-Asset Risk Control 5% Excess Return**

The S&P MARC 5% ER Index (the "Index") is a multi-asset excess return index that tends to create more stable returns through diversification, an excess return methodology, and by managing volatility. The Index covers major asset classes which represent equities, U.S. Treasuries, gold, and cash. The Index applies established rules to allocate amongst those asset classes. Because the Index applies a volatility control mechanism, the range of both the positive and negative performance of the Index is limited. The Index is managed to create stabilized performance and limit very high positive returns and very low negative returns.

The value of the Index is available at the website [www.bloomberg.com](http://www.bloomberg.com) and [www.us.spindices.com](http://www.us.spindices.com) under the ticker symbol SPMARC5P. For complete details on the Index, reference our product brochures.

### **S&P 500® Low Volatility Daily Risk Control 5%**

The S&P 500 Low Volatility Index is a separate index, which measures performance of the 100 least volatile stocks in the S&P 500. The S&P 500 Low Volatility Daily Risk Control 5% Index (the "Index") strives to create stable performance through managing volatility to a 5% target (i.e. risk control) on the S&P 500 Low Volatility Index. The Index adds an element of risk control by allocating between stocks, as represented by the S&P 500 Low Volatility Index, and cash. Because this index is managed to a volatility target, the Index performance will not match the underlying performance of the S&P 500 Low Volatility Index (typically the volatility control tends to reduce the rate of negative performance and positive performance of the underlying S&P 500 Low Volatility Index – thus creating more stabilized performance).

The values of the Index are available at the website [www.bloomberg.com](http://www.bloomberg.com) and [www.us.spindices.com](http://www.us.spindices.com) under the ticker symbol SPLV5UT. For complete details on the Index, reference our product brochures.

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