Income Pay Pro℠ 10

Fixed index annuity

Annuity disclosure statement

Thank you for your interest in the Income Pay Pro℠ 10 annuity, a fixed index annuity issued by North American Company for Life and Health Insurance®. 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 Company for Life and Health Insurance, Annuity Division.

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

The Income Pay Pro℠ 10 is issued on form NA1012A/ICC17-NA1012A.MVA (contract), AE665A/ICC22-AE665A, AE575A/ICC16-AE575A, AE577A/ICC15-AE577A, AE579A/ICC15-AE579B, AE584A/ICC15-AE584A, AE581A/ICC15-AE581A, AE583A/ICC15-AE583A, AE638A/ICC21-AE638A (riders/endorsements) or appropriate state variation by North American Company for Life and Health Insurance®, West Des Moines, IA. This product, its features and riders may not be available in all states.

For purposes of the GLWB rider, "Income" refers to the contractual guarantee provided by election of Lifetime Payment Amounts (LPAs). It is not the same as and does not refer to interest credited to the Annuity Contract.

What is the Income Pay Pro 10 annuity?

The Income Pay Pro 10 is a modified single 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.

This annuity also provides several options for accessing funds including a GLWB rider which provides you with a way to receive Lifetime Payment Amounts (LPAs) guaranteed for life even if your accumulation value is reduced to zero. The GLWB rider is automatically included at an additional cost.

The Income Pay Pro 10 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 GLWB rider charges and withdrawals, including applicable surrender charges and market value adjustments.

Can I add funds to my annuity?

Yes, but only during the first Contract year. 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 the first Contract anniversary, North American will allocate any premium received since issue according to your most recent instructions.

We will not accept additional premium after the first Contract anniversary.

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 account 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 3.

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 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.

Term Point-to-Point with Cap (Annual Point-to-Point Cap)	This method looks at the percentage change in an external index value for the term. 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.
Term Point-to-Point with Participation Rate (Annual Point-to-Point Participation Rate and 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.
Term Point-to-Point with Margin (Annual Point-to-Point Margin)	This method looks at the percentage change in an external index value for the term. 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. The margin is listed on an annual basis and will be multiplied by the number of years in the term when applied.
Term Monthly Point-to-Point with Cap (Monthly Point-to-Point)	This method calculates interest by first determining the percentage change in an external index value during each month of the term period. 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 term, 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.

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 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 annual cap rate	0.50%
Minimum monthly cap rate	0.25%
Minimum annual participation rate	5.00%
Minimum two-year participation rate	10.00%
Maximum annual index margin	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 below 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:

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

You may take a Penalty-free withdrawal (referred to in your Contract as a penalty-free partial surrender) of up to 10% of your beginning of year accumulation value in any 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, MA, MD, MN, MO, NH, NJ, NV, OH, OK, OR, PA, SC, TX, UT, VA, WA	CA*
Year 1	10.0%	9.0%	7.50%
Year 2	10.0%	8.5%	6.70%
Year 3	9.0%	7.5%	6.50%
Year 4	9.0%	6.5%	5.50%
Year 5	8.0%	5.5%	4.55%
Year 6	8.0%	4.5%	3.55%
Year 7	7.0%	3.5%	2.55%
Year 8	6.0%	3.0%	1.50%
Year 9	4.0%	2.0%	0.50%
Year 10	2.0%	1.0%	0.44%*

**The surrender charge percentage in the 10th Contract year will decrease 0.04% monthly until the surrender charge equals 0.00%. The decrease will occur on the same day in each month as the date of the Contract anniversary; if the date does not exist for a given month, the date for that month will be the last calendar day of the month.*

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:

Market value adjustment = (i_0 - i_t - ADJ) x (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% (AK, CT, DE, FL, HI, ID, IL, IN, MD, MN, MO, MS, 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.

A hypothetical example for an annuity policy at Contract year 5

A $100,000 single premium Contract grows to an accumulation value of $115,927 in five years. Upon full surrender at the end of the fifth 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 $11,593 is available, no withdrawals have been taken since the Contract was issued, and an 8% 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%) x 5 = 2.50%	(3.00% - 4.00% - 0.50%) x 5 = -7.50%
Accumulation value	$115,927	
Penalty-free withdrawal amount (10%)	$11,593	
Surrender charge (8%)	$8,347	
Interest credited	$15,927	
Market value adjustment	($115,927 - $11,593) x 2.50% = $2,608[1] **MVA = $2,608**	($115,927 - $11,593) x -7.50% = -$7,825[1] **MVA = -$7,825**
Surrender value[2]	$110,189	$99,756

***1.** Limited to, positive or negative, surrender charge of $8,347 or interest credited of $15,927. 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 is the Guaranteed Lifetime Withdrawal Benefit (GLWB) rider?

The GLWB rider provides an embedded benefit and is attached to your Income Pay Pro 10 annuity Contract. In exchange for a charge, this rider provides you with a way to receive Lifetime Payment Amounts (LPAs) for life even if your accumulation value reaches zero. The LPAs are available provided that withdrawals in excess of the LPA have not occurred. LPAs are provided without the application of a surrender charge or market value adjustment (also known as interest adjustment).

The GLWB rider provides you with a GLWB value that is used to determine your LPA. The LPA is based on your age and your current GLWB value as of the date you elect to begin taking the LPA. The LPA is available even if your annuity's accumulation value and the rider's GLWB value are reduced to zero, provided no withdrawals in excess of the provisions of this rider are taken. You will need to notify us in writing to begin lifetime payments.

Lifetime Payment Amounts under the rider may be elected instead of an annuity payout option from the base annuity Contract. If you elect an annuity payout option under the base Contract, understand you cannot stop or modify the amount or frequency of those annuity payments.

GLWB rider charge

An annual charge applies when this rider is active. This charge is calculated by multiplying the GLWB rider charge percentage by the current GLWB value on each Contract anniversary. The charge will be deducted from your annuity's accumulation value on each Contract anniversary and continues until either your Contract or rider terminates. Refer to the section below on "When is the GLWB rider terminated?" for more information.

Charges will still be deducted in years when a withdrawal is taken, after lifetime payments have been elected, and when the Contract does not earn any interest or index credits. Although fixed index annuities guarantee no loss of premium due to market downturns, deductions from your accumulation value for optional rider charges could, under certain scenarios, exceed interest credited to your accumulation value, which would result in loss of premium.

What is the GLWB value?

The GLWB value is only used to determine your LPA. It is not the same as your annuity's accumulation value and is not available as a lump sum or as a death benefit. Your initial GLWB value is your initial premium. The GLWB value may increase by additional premiums or GLWB value increases. Every time a withdrawal is taken the GLWB value is reduced by the same percentage that the accumulation value was reduced by that withdrawal. Taking an LPA, as well as other types of withdrawals, will reduce both your accumulation value and your GLWB value. Your GLWB value is not reduced by rider charges.

How is the GLWB value affected by premium additions?

The GLWB value premium period is from the issue date until the earlier of the Lifetime Payment Election Date (LPED) or the end of the first Contract year. At the time a premium is received during the GLWB value premium period, the GLWB value will increase by the amount of the premium. Premiums received after the GLWB value premium period will not increase the GLWB value.

How else can the GLWB value increase?

On each Contract anniversary during the GLWB value increase period (also referred to as GLWB roll-up period), the GLWB value increase amount is the current GLWB value multiplied by the GLWB value increase percentage. The GLWB value increase period is from the GLWB rider issue date until the earlier of the 10th Contract anniversary or the LPED. The GLWB value Increase is only added to your rider's GLWB value. If withdrawals exceed the available penalty-free partial surrender amount for a Contract year during the GLWB value increase period, then the GLWB value increase will not apply at the end of that Contract year.

How is the Lifetime Payment Amount (LPA) determined?

The LPA is an annual amount guaranteed to be available each Contract year during the life of the covered person(s) while this rider is in effect, provided total partial surrenders during any Contract year do not exceed the provisions of this rider. If excess withdrawals are taken, the LPA will be reduced by the same percentage that the accumulation value was reduced by the excess withdrawal. The LPA is only available after the covered person(s) have reached the minimum LPA age. The GLWB rider provides two LPA options: a level option and an increasing option. One option must be elected as of the Lifetime Payment Election Date (LPED) and cannot be changed after the LPED. The LPA is determined by multiplying the GLWB value as of the LPED by the applicable Lifetime Payment Percentage (LPP). The LPP depends on the attained age of the covered person(s), the LPA option elected, and joint vs. single covered person(s).

Will I be taxed on income payments (LPAs)?

North American will report LPAs as withdrawals. Additionally, any withdrawal taken before age 59 1/2 may be subject to additional IRS penalty taxes. Consult your own tax advisor regarding tax treatment of LPAs, which will vary according to your individual circumstances.

What is the LPA reserve feature?

After the LPED, if total partial surrenders during a Contract year are less than the LPA available in that Contract year, the difference between the available LPA and the partial surrenders actually taken may be added to the LPA reserve at the end of that Contract year. The LPA reserve may be available as a partial surrender (without surrender charges, premium bonus recapture or MVA if applicable) in future Contract years, in addition to any available LPA in that year. The LPA reserve is limited by the LPA reserve maximum and may not increase when the LPA reserve is greater than or equal to the accumulation value. The LPA reserve is reduced when withdrawals in excess of the LPA are taken. Any LPA reserve value will be paid out in a lump sum when the accumulation value of the annuity Contract equals zero. If the LPA reserve exceeds your accumulation value, the death benefit will be the LPA reserve instead of the accumulation value.

What is the LPA multiplier feature?

(not available in California)

The LPA multiplier guarantees you access to double your LPA if you are confined to a qualified care center as defined in the rider. You can elect the LPA multiplier benefit as long as all of the following conditions are met:

- you were not confined to a qualified care center on the issue date; and
- you wait at least two years after Contract issue date before requesting LPA multiplier benefit; and
- you are confined to a qualified care center for at least 90 consecutive days; and
- you provide written proof to North American of medically-necessary confinement; and
- the accumulation value is greater than zero.

On each Contract anniversary after electing the LPA multiplier, your LPA will revert back to the original LPA if you do not provide written proof of continued confinement. If the LPA multiplier Benefit Limit, which is 5 annual payments, has been reached you will not receive the LPA multiplier benefit in the following year.

What happens if I die?

The base death benefit is payable when any individual owner dies or when all annuitants have died, whichever is earlier before the maturity date. If the owner dies and his or her spouse is the sole beneficiary, the spouse may elect to continue the Contract as its owner if the surviving spouse would have met the GLWB rider issue age requirement. The death benefit equals the accumulation value plus potential interest credits for the partial Contract year as of the date of death. 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. The death benefit may be reduced for premium taxes at death as required by the state of residence.

What happens to my GLWB rider if I die?

If the GLWB rider is continued with the base Contract under the spousal continuance provision:

Joint covered persons (who must be spouses): If the first death occurs before the LPED, and the Contract continues, the rider continues and the surviving spouse becomes the single covered person. If the first death occurs after the LPED, and the Contract continues, the rider continues, and there will be no change to the LPA.

Individual covered person: If the covered person dies before the LPED and the surviving spouse continues the Contract, the rider continues and the surviving spouse becomes the new covered person. If the covered person dies after the LPED, spousal continuance of the rider is not available and the rider terminates.

When is the GLWB rider terminated?

The GLWB rider will terminate upon any of the following:

- upon change of ownership under the Contract, unless pursuant to the spousal continuance provisions of the Contract and this Rider; OR
- upon payment of a death benefit under the Contract to which this Rider is attached; OR
- upon death of Covered Person(s) during Settlement Phase such that a covered person is no longer living; OR
- on the maturity date of the Contract; OR
- upon the date annuity payments begin under the Contract; OR
- on the date the Contract accumulation value, the GLWB value, and the Lifetime Payment Amount all equal zero; OR
- upon divorce, to the extent the provisions of the divorce decree violate the ownership requirements of this Rider; OR
- on the date the Contract to which this Rider is attached terminates; OR
- when you give us written notice requesting termination of this Rider.

If your needs change, you can elect to terminate the rider. Termination of the rider will not automatically terminate the annuity Contract. However, terminating the GLWB rider forfeits access to the LPA. Once terminated this rider cannot be reinstated. You will not be reimbursed for charges incurred before termination of the rider.

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 12 and 14** for acknowledgement and signatures.

Agent instructions: **Page 12 and 14 must both be signed**.

Return page 14 to the home office with the Applicant's original signature.
Retain a permanent copy in your file. Leave pages 1-12 with signatures with the Applicant.

Applicant statement and signature

By signing below, I certify that:

Owner(s) initials REQUIRED in box above

- 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 Income Pay Pro 10 is a long-term Contract and a surrender charge up to 10% as well as a market value adjustment will apply during the 10-year surrender charge period to any full or partial surrender that exceeds the penalty-free partial withdrawal surrender amount.
- I understand that if this Annuity is being issued under section 403(b) of the Internal Revenue Code, loans are NOT allowed under this Annuity Contract even though the Plan governing the 403(b) may allow for loans.
- I understand a surrender during the surrender charge period may result in loss of premium.
- 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 that further explains the features and benefits of annuities.
- I understand and acknowledge that I am purchasing this annuity product which is issued with a GLWB rider providing a Lifetime Payment Amount (LPA), a LPA multiplier and a LPA reserve and that there is an additional charge of 1.15% of the GLWB value on each Contract anniversary that reduces the accumulation value.
- I acknowledge that I understand the following: The GLWB value is used only in determining the LPA, the LPA multiplier, and the annual GLWB rider charge amount. It is not the same as the accumulation value and is not available as a lump sum and is not available as a death benefit.

At this time, I plan to begin using the Lifetime Payment Amount (LPA) of this product within
(Please check one of the following): 0-5 years ____ 6-10 years ____ 10 + years ____ Unknown _____

Applicant authorization and signature

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

Owner's signature ▶

Date signed (mm/dd/yyyy)

Joint Owner's signature ▶

Date signed (mm/dd/yyyy)

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 ▶

Date signed (mm/dd/yyyy)

242827

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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Please see **pages 12 and 14** for acknowledgement and signatures.

Agent instructions: **Page 12 and 14 must both be signed**.

Return page 14 to the home office with the Applicant's original signature.
Retain a permanent copy in your file. Leave pages 1-12 with signatures with the Applicant.

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

Owner(s) initials REQUIRED in box above

- 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 Income Pay Pro 10 is a long-term Contract and a surrender charge up to 10% as well as a market value adjustment will apply during the 10-year surrender charge period to any full or partial surrender that exceeds the penalty-free partial withdrawal surrender amount.
- I understand that if this Annuity is being issued under section 403(b) of the Internal Revenue Code, loans are NOT allowed under this Annuity Contract even though the Plan governing the 403(b) may allow for loans.
- I understand a surrender during the surrender charge period may result in loss of premium.
- 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 that further explains the features and benefits of annuities.
- I understand and acknowledge that I am purchasing this annuity product which is issued with a GLWB rider providing a Lifetime Payment Amount (LPA), a LPA multiplier and a LPA reserve and that there is an additional charge of 1.15% of the GLWB value on each Contract anniversary that reduces the accumulation value.
- I acknowledge that I understand the following: The GLWB value is used only in determining the LPA, the LPA multiplier, and the annual GLWB rider charge amount. It is not the same as the accumulation value and is not available as a lump sum and is not available as a death benefit.

At this time, I plan to begin using the Lifetime Payment Amount (LPA) of this product within
(Please check one of the following): 0-5 years ____ 6-10 years ____ 10 + years ____ Unknown _____

Applicant authorization and signature

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

Owner's signature ▶

Date signed (mm/dd/yyyy)

Joint Owner's signature ▶

Date signed (mm/dd/yyyy)

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 ▶

Date signed (mm/dd/yyyy)

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Index disclosure supplement:

Fidelity Multifactor Yield Index℠ 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® 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®. 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℠ 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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Neither FPS nor any other party involved in, or related to, making or compiling the Index has any obligation to continue to provide the Index to the Company with respect to the Product. In the event that the Index is no longer available to the Product or Product Owners, the Company may seek to replace the Index with another suitable index, although there can be no assurance that one will be available.

Fidelity Product Services LLC disclaims all warranties, express or implied, including all warranties of merchantability or fitness for a particular purpose or use. Fidelity Product Services LLC shall have no responsibility or liability with respect to the Product.

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 https://www.morganstanley.com/indices/#/msdg.

Morgan Stanley Dynamic Global Index (the "Index") is the property of Morgan Stanley & Co. LLC.

Any product that is linked to the performance of the Index is not sponsored, endorsed, sold or promoted by Morgan Stanley & Co. LLC, or any of its affiliates (collectively, "Morgan Stanley"). Neither Morgan Stanley nor any other party (including without limitation any calculation agents or data providers) makes any representation or warranty, express or implied, regarding the advisability of purchasing this product. In no event shall Morgan Stanley have any liability for any special, punitive, indirect or consequential damages including lost profits, even if notified of the possibility of such damages. The Index is the exclusive property of Morgan Stanley. Morgan Stanley and the Index are service marks of Morgan Stanley and have been licensed for use for certain purposes. Neither Morgan Stanley nor any other party has or will have any obligation or liability to owners of this product in connection with the administration or marketing of this product, and neither Morgan Stanley nor any other party guarantees the accuracy and/or the completeness of the Index or any data included therein.

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(continued on page 3)

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 https://www.bloomberg.com under the ticker symbol SPMARC5P and https://www.spglobal.com/spdji/en/indices/strategy/sp-marc-5-index/#overview. 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 https://www.bloomberg.com under the ticker symbol SPLV5UT and https://www.spglobal.com/spdji/en/indices/strategy/sp-500-low-volatility-daily-risk-control-5-index/#overview. For complete details on the Index, reference our product brochures.

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