

MANNING & NAPIER FUND, INC.
INDIVIDUAL RETIREMENT ACCOUNT (IRA)
TRADITIONAL, ROLLOVER, ROTH, SEP,
APPLICATION AND ADOPTION AGREEMENT



MANNING & NAPIER FUND, INC.

P.O. Box 534449

Pittsburgh, PA 15253-4449

1-800-466-3863

I. PARTICIPANT INFORMATION – Please Print

Prefix First Name M.I. Last Name Suffix If Married, Maiden Name
() ()
Daytime/Cell Phone Evening/Alternate Phone

Street Address (required)

City State Zip

Social Security Number Date of Birth

U.S. Citizen Resident Alien

Mailing/PO Box Address or Previous Address if you have moved within the last 3 months

City State Zip

Responsible Individual (if minor IRA) Social Security Number DOB

II. TYPE OF IRA

Traditional IRA Rollover IRA Roth IRA SEP IRA (Attach employer's IRS Form 5305-SEP)

For SEP IRA Only (Required) - Please provide Employer Information

Employer Name () Daytime Telephone

Address

City State Zip

III. ELECTRONIC DELIVERY (eDelivery)

Please choose which documents you would like to receive in a quick, convenient, and earth-friendly way. All information will be securely stored online for easy viewing and retrieval. If you do not make a selection, all documents will be sent to you by U.S. mail.

Email Address (Please print clearly): _____

I would like to receive the following documents via eDelivery: All available documents (**or**) select from the documents below:

Prospectuses/Supplements Annual and Semi-Annual Reports Tax Forms
 Quarterly Statements* Transaction Confirmation Statements*

*Note: eDelivery of statements is not available on all types of mutual fund accounts. If you own your Manning & Napier Fund, Inc. shares through a financial institution, or for certain retirement plans, eDelivery of statements may not be available to you.

IV. HOUSEHOLDING

By signing this application, you consent to Manning & Napier Fund, Inc. mailing one copy of shareholder documents including prospectuses, supplements, announcements and annual / semi-annual reports to multiple shareholders who share the same address. This service reduces environmental waste, the volume of mail you receive from us and provides cost benefits to shareholders through reduced printing and mailing expenses. If you do not wish to participate in this service, please check the box below.

No, I do not wish to participate in householding.

V. FUNDING OPTIONS

REGULAR CONTRIBUTION FOR NOTED TAX YEAR: Check is enclosed Check to follow Draft bank account (enter amount below). *By choosing "Draft bank account", you authorize the Fund to request an ACH transfer from your bank account listed in section X to fund the account.*

Current Year: \$ _____ Prior Year: \$ _____ If Sep IRA, Employer Contribution: \$ _____

Please make check payable to: Manning & Napier Fund, Inc.

OTHER SOURCE (CHECK ONE):

Automatic Investment Plan. Please complete the Banking Information in section X and the Automatic Investment Plan in Section XI.

ROLLOVER – (Complete the Rollover Certification Form) Approximate Amount of Rollover: \$ _____

60 Day Rollover Check. Type of IRA or Qualified Plan being rolled over: _____

Direct Rollover from a 401(k), 403(b), 457 Plan or other Qualified Plan (excluding a Designated Roth Contribution Account) to a traditional IRA

Direct Rollover from a Designated Roth Contribution Account to a Roth IRA

Qualified Rollover Contribution (conversion) to a Roth IRA from a 401(k), 403(b), 457 Plan or other Qualified Plan

TRANSFER OF ASSETS – (Complete the Transfer of Assets Form) Approximate Amount of Transfer: \$ _____

Traditional or SEP IRA transfer of assets held at another institution

Roth IRA transfer of assets held at another institution

CONVERSIONS OR RECHARACTERIZATIONS – Enclosed is a: Check Roth IRA Conversion or Recharacterization Form

Roth conversion rollover from an IRA

Recharacterization contribution (the proceeds of a distribution from a traditional IRA or Roth IRA at another institution)

VI. TRUSTED CONTACT PERSON

By choosing to provide information about a trusted contact person, you authorize the Fund's Distributor and its affiliates to contact the person(s) listed below and disclose information about your account to that person in the following circumstances: to address possible financial exploitation, to confirm your current contact information, health status, or identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165 (Financial Exploitation of Specified Adults).

*Note: A trusted contact person must be 18 years or older. Naming a person below does not authorize the individual to transact business on your behalf or make changes to your account.

1.

Name – First, Middle, Last Name Relationship to Owner

Address City State Zip

() ()

Daytime/Cell Phone Evening/Alternate Phone

Email Address

2.

Name – First, Middle, Last Name Relationship to Owner

Address City State Zip

() ()

Daytime/Cell Phone Evening/Alternate Phone

Email Address

VII. ACCOUNT ACCESS AUTHORIZATION

If you would like to authorize an individual(s) to be able to receive information on your account, please indicate their name(s) below. With your authorization, we will be able to provide information such as account balances, transaction information, and copies of statements and tax reports.

*Note: Naming an individual below does not authorize the individual to transact on your behalf or make changes to your account.

Authorized Individual(s):

Relationship to you:

1. _____

2. _____

VIII. SELECT YOUR INVESTMENT

Please select the Series and enter the amount or percentage (percentages must equal 100%) of investment for each Series. The minimum initial investment is \$2,000 per Series, unless otherwise indicated. The minimum is waived if you sign up for the Automatic Investment Plan in Section XI.

SERIES	SHARE CLASS						PERCENTAGE OR AMOUNT
	A	S ⁽²⁾	I ⁽¹⁾	R ⁽²⁾	L ⁽²⁾	Z ⁽¹⁾	
Lifestyle Mutual Funds							
Pro-Blend Conservative Term		<input type="checkbox"/> 104	<input type="checkbox"/> 204	<input type="checkbox"/> 504	<input type="checkbox"/> 304		____% \$ _____
Pro-Blend Moderate Term		<input type="checkbox"/> 101	<input type="checkbox"/> 201	<input type="checkbox"/> 501	<input type="checkbox"/> 301		____% \$ _____
Pro-Blend Extended Term		<input type="checkbox"/> 102	<input type="checkbox"/> 202	<input type="checkbox"/> 502	<input type="checkbox"/> 302		____% \$ _____
Pro-Blend Maximum Term		<input type="checkbox"/> 105	<input type="checkbox"/> 205	<input type="checkbox"/> 505	<input type="checkbox"/> 305		____% \$ _____
Stock Mutual Funds							
Disciplined Value		<input type="checkbox"/> 226				<input type="checkbox"/> 1126	____% \$ _____
Equity ⁽²⁾		<input type="checkbox"/> 122					____% \$ _____
Real Estate		<input type="checkbox"/> 127				<input type="checkbox"/> 1127	____% \$ _____
Callodine Equity Income		<input type="checkbox"/> 145				<input type="checkbox"/> 1145	____% \$ _____
Foreign Mutual Funds							
Overseas		<input type="checkbox"/> 221				<input type="checkbox"/> 1121	____% \$ _____
Rainier International Discovery		<input type="checkbox"/> 265				<input type="checkbox"/> 1165	____% \$ _____
Taxable Bond Mutual Funds							
Core Bond		<input type="checkbox"/> 123				<input type="checkbox"/> 1123	____% \$ _____
High Yield Bond		<input type="checkbox"/> 128				<input type="checkbox"/> 1128	____% \$ _____
Unconstrained Bond		<input type="checkbox"/> 124	<input type="checkbox"/> 224				____% \$ _____
Tax Exempt Mutual Funds							
Diversified Tax Exempt		<input type="checkbox"/> 109					____% \$ _____

1 For Institutional clients only. The minimum initial investment on I and Z shares is \$1,000,000.

2 These classes carry distribution (12b-1) and servicing fees, except for the Equity Series (Fund 122). Please see, "Choosing a Share Class" in the Series' prospectus.

IX. BENEFICIARY DESIGNATION

Note: The share percentage must equal 100% for all Primary or all Contingent Beneficiaries. If neither the Primary nor the Contingent Beneficiary box is checked, the beneficiary will be deemed to be a Primary Beneficiary. If a trust is designated as a Beneficiary, please provide both the date of the trust and the name(s) of the trustee(s).

In the event of my death, the balance in the account shall be paid to the Primary Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). If none of the Primary Beneficiaries survive me, the balance in the account shall be paid to the Contingent Beneficiaries who survive me in equal shares (or in the specified shares, if indicated). I understand that, unless I have specified otherwise, if I name multiple Primary Beneficiaries and a beneficiary does not survive me, such interest is terminated and that percentage will be divided proportionately among the remaining Primary Beneficiaries. Similarly, unless I have specified otherwise, if no Primary Beneficiary survives me and I have named multiple Contingent Beneficiaries and a beneficiary does not survive me, such interest is terminated and that percentage will be divided proportionately among the remaining Contingent Beneficiaries. I understand that I may change my beneficiaries at any time by giving written notice to the Custodian. If I do not designate a beneficiary, or if all designated beneficiaries predecease me, my surviving spouse will become the beneficiary of my IRA. If I do not have a surviving spouse at the time of my death, my estate will become the beneficiary of my IRA.

Per Stirpes Beneficiary Designations: The Custodian shall accept as complete and accurate all written instructions provided in good order by the estate/executor with regard to the identification of the beneficiaries and the allocations thereto.

Participant's Designation: In the event of my death, I hereby designate the following individuals as the Primary and Contingent Beneficiary(ies) to receive all benefits that may become due and payable under my IRA. If I name a beneficiary that is a Trust, I understand that I must provide certain information concerning the Trust to the Custodian.

Primary Contingent (choose one)

Per Stirpes

Name _____ Social Security Number _____
%

Date of Birth _____ Relationship _____ Share Percentage _____
()

Address _____ Daytime/Cell Phone _____

City _____ State _____ Zip _____

Primary Contingent (choose one)

Per Stirpes

Name _____ Social Security Number _____
%

Date of Birth _____ Relationship _____ Share Percentage _____
()

Address _____ Daytime/Cell Phone _____

City _____ State _____ Zip _____

Primary Contingent (choose one)

Per Stirpes

Name _____ Social Security Number _____
%

Date of Birth _____ Relationship _____ Share Percentage _____
()

Address _____ Daytime/Cell Phone _____

City _____ State _____ Zip _____

Custodian - Disclaimer: The Participant's spouse may have a property interest in the account, and may also have a right to dispose of that property interest by will. Therefore, the Custodian, together with any sponsors, issuers, depositories and other persons or entities associated with the investments, specifically disclaim any warranty as to the effectiveness of the Participant's beneficiary designation, or any warranty as to the ownership of the account after the death of the Participant or the Participant's spouse. For additional information, a qualified tax or legal professional should be consulted.

X. BANKING INFORMATION

By providing us with your bank information, we will be able to send your assets to and from your bank account upon your request. The owner of the bank account should match the owner of this account. Please provide your bank information below and attach a voided check. **If bank instructions are not provided at this time, you will be required to provide a notarized Account Maintenance form to add bank instructions to your account at a later time. In lieu of a notary stamp, a voided check may be accepted.**

Please allow up to 15 business days for your banking information to be verified.

Your Bank's WIRE Instructions:

Bank Name: _____

WIRE Routing/ABA Number: _____

Account Name to Reference: _____

Account Number (for wires): _____

Bank Address (city, state): _____

Reference Information: _____
(usually your account number or account name at bank)

Your Bank's ACH Instructions:

Bank Name: _____

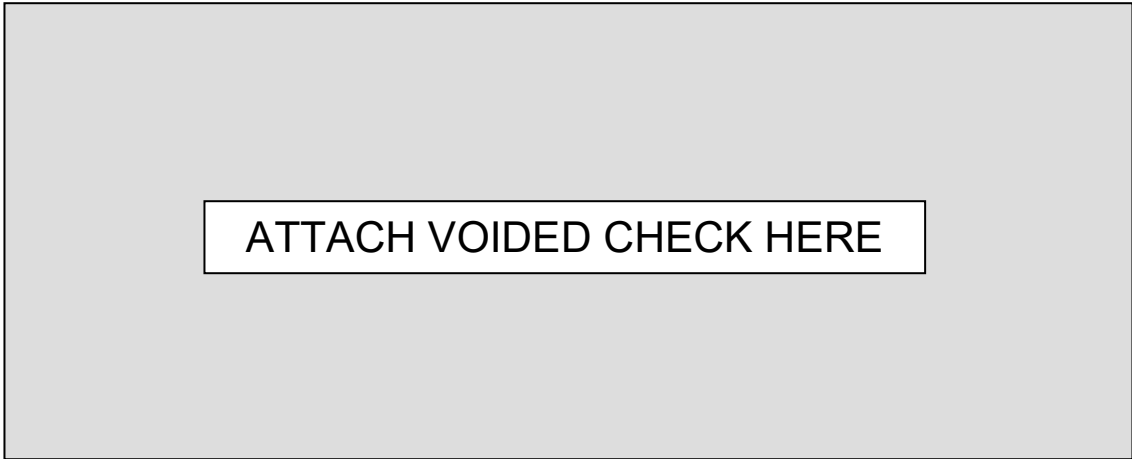
ACH Routing/ABA Number: _____

Your Account Number at Bank: _____

Name on Bank Account: _____

Bank Telephone Number: _____

***Important:** Your bank must be a member of the Automated Clearing House (ACH) and Federal Reserve in order for you to use the Electronic Funds Transfer services. Please attach a voided check.



XI. AUTOMATIC INVESTMENT PLAN

- The initial investment is reduced to \$25 in each fund if an automatic investment plan is established.
- The minimum subsequent investment is \$25 in each fund.
- All contributions invested using the Automatic Investment Plan will be current year contributions.
- We will establish your banking instructions using the voided check attached in the space provided above.

For SEP IRA only:

Personal IRA contribution or Employer contribution

I would like to automatically invest from my bank account to my IRA account on the following basis. If you do not indicate a frequency, then we will default to monthly.

Monthly Quarterly Semi-Annually Annually

My contribution to the funds marked below will take place on the _____ (i.e., 15th) of the month, beginning in the month of _____ (i.e., April). I understand that if I do not indicate a date of the month, the purchase will default to the 15th of the month. If the date I select falls on a weekend or a holiday, I understand that my investment will be processed the next business day. My first draft may be delayed to the next month if the begin date coincides with the verification of my banking information. Please allow up to 15 business days for banking information to be verified.

Name of Fund Series and purchase amount:

Fund Name: _____ Purchase Amount: \$ _____ (\$25 minimum per Fund Series)

Fund Name: _____ Purchase Amount: \$ _____ (\$25 minimum per Fund Series)

Fund Name: _____ Purchase Amount: \$ _____ (\$25 minimum per Fund Series)

All dividends and capital gains will be reinvested.

XII. TELEPHONE REDEMPTION PRIVILEGES

Telephone redemption privileges are permitted for most normal distributions, including RMD and early distributions without known exceptions, from an IRA, ROTH, SEP, or SIMPLE IRA (penalty may apply if prior to two year holding period). Certain restrictions apply. Distributions including 72t payments, permanent disability, removal of excess, recharacterization, revocation, early distribution with known exceptions and rollovers to a Qualified Plan, 403(b) or 457 must be requested in writing.

No, I do not want the ability to redeem IRA shares by telephone on this account.

XIII. DUPLICATE STATEMENTS

Send duplicate statements to:

1.
Name _____ Company _____

Address _____ City _____ State _____ Zip _____

2.
Name _____ Company _____

Address _____ City _____ State _____ Zip _____

XIV. DEALER OR ADVISOR DESIGNATION – If you do not have a Dealer or Advisor assisting you with this transaction, please leave this section blank.

Firm Name _____ Firm Number _____

Representative's Name _____ Rep. Number _____

(_____)
Telephone Number _____ Branch Number _____

Branch Address _____

If applicable, please provide the name of the Manning & Napier Representative working with you: _____

XV. TERMS AND CONDITIONS

I, the Participant, acknowledge receiving and reading the Traditional and Roth IRA Application and Adoption Agreement Instructions, the Traditional IRA and Roth IRA Combined Disclosure Statement, the Traditional IRA Custodial Account Agreement, the Roth IRA Custodial Account Agreement and the Privacy Notice (the "Account Documents"). I acknowledge receiving and reading the current prospectus for each Mutual Fund I may have designated for investment. The Custodian, upon proper instructions from me, is authorized to exchange units of one Eligible Asset for units of any other Eligible Asset and to purchase units of any Eligible Asset with the proceeds of any redemption.

Article VIII, Section 23 of the Traditional IRA Custodial Account Agreement and Article IX, Section 23 of the Roth IRA Custodial Account Agreement authorize the Custodian to take or to omit to take certain actions in the event assets or property in my IRA Account are liquidated and the Custodian does not receive timely instructions it can reasonably or practicably carry out and I agree to the terms of both Sections 23.

I hereby establish an Individual Retirement Account ("IRA") in accordance with instructions provided on these pages entitled Traditional and Roth Individual Retirement Account (IRA) Application and Adoption Agreement and agree to participate under the terms and conditions contained in the Account Documents and on the aforementioned pages (the "Full Agreement"). (My IRA account with the Custodian is called the "IRA Account" on this page).

I agree that this IRA becomes effective only upon written acceptance by the Custodian and that such written acceptance will consist of a confirmation of transaction statement.

I agree that the Custodian may amend (add to, delete from or revise) any term of the Full Agreement at any time by notice to me and that my sole remedy if I disagree with the amendment is to transfer funds in the IRA Account to another custodian. I agree that the Full Agreement is binding on me and on my successors in interest.

Each contribution to my IRA will be invested in accordance with the written instructions I provide with respect to that contribution. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

Custodial Fees: The annual maintenance fee is currently waived. This fee is owed and due for each full and partial calendar year that the IRA Account is open. The participant may pay the fee with funds other than those in the IRA Account ("non-custodial funds"). If the fee for a calendar year is not paid by the participant from non-custodial funds by the date reasonably designated by the Custodian or prior to closing the IRA Account, the Custodian is authorized to deduct the fee from funds in the IRA Account at any time immediately after such payment due date or immediately after receiving instructions to close the IRA Account. The Custodian is authorized to change the fee but will give at least 30 days written notice to the participant of any fee change. The Custodian will keep those records, identify and file returns and provide other information concerning the IRA as required of custodians by the Internal Revenue Code and any regulations issued or forms adopted by the Internal Revenue Service or U.S. Treasury Department.

I understand that the telephone transaction privileges will apply to my account. If I have telephone transaction privileges, I agree that neither the Custodian, Manning & Napier Fund, Inc., nor their transfer agent, their agents, officers, trustees, directors or employees will be liable for any loss, liability or expense for acting, or refusing to act on instructions given under the telephone transaction privileges that are reasonably believed to be genuine and I

TERMS AND CONDITIONS continued

accept the risk of loss. If I opt out of telephone redemption privileges I understand that I must submit my redemption request in writing including the ability to add telephone redemption privileges to my account.

I direct that all benefits upon my death be paid as indicated on the beneficiary designation. If I named a beneficiary that is a Trust, I understand I must provide certain information concerning such Trust to the Custodian. I understand that, if I am subject to community property or marital property state requirements, my spouse may be required to consent to any beneficiary I designate who is not my spouse, or who is in addition to my spouse. I also understand that any beneficiary designation I make, other than my spouse, may not be effective without my spouse's consent. I certify, under penalty of perjury, if I am married and have not named my spouse as my sole Primary Beneficiary, I have consulted a qualified tax or legal professional about the need to document spousal consent, and about the consequences of not obtaining my spouse's consent.

I (the Participant) certify under penalties of perjury that (i) all information I have provided on this form or otherwise in connection with establishing my IRA is true, correct, and complete, and (ii) I am a US person (including a US resident alien) and that my Social Security Number is true, correct and complete and that this number is my Taxpayer Identification Number. (Foreign persons must use appropriate Form W-8)

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies persons opening accounts. To comply, the Custodian requires the participant's name, address, date of birth and government-issued identification number (generally, a Social Security Number) and other information that may help the Custodian identify the participant; and the Custodian may ask for copies of related documentation and may consult third-party databases to help verify the participant's identity.

I have read and I understand the Disclosure Statement which explains the risks of opening this account if I do not provide all requested identification materials or if my identity cannot be adequately verified in accordance with U.S. Government requirements.

MANNING & NAPIER FUND, INC. TERMS AND CONDITIONS

I certify, to the best of my knowledge, that the information contained in this document is complete and correct.

I certify that I have received and read the current prospectus of the Manning & Napier Fund Series in which I am investing. I agree to read the prospectus for any Manning & Napier Fund Series into which I may request an exchange in the future. I understand that the terms, representations, and conditions in this application and the prospectus, as amended from time to time will apply to this account and any account established at a later date.

I authorize the Fund and its agents to act upon instructions (by phone, in writing, or by other means) believed to be genuine and in accordance with procedures described in the prospectus for this account or any account into which exchanges are made. I agree that neither the Fund nor the transfer agent will be liable for any loss, cost or expense for acting on such instructions, provided the Fund employs reasonable procedures to confirm that instructions communicated are genuine.

I authorize the Fund and its agents to issue credits to and make debits from the bank account set forth on this application. I agree that Manning & Napier Fund and its agents and affiliates shall be fully protected in honoring any such transaction request. I also agree that Manning & Napier Fund may make additional attempts to debit/credit my account if the initial attempt fails and that I will be liable for any associated costs. I agree that if I submit bank information that is for a bank that does not participate in the Automated Clearing House (ACH) or provide information for a non-bank account, Manning & Napier will price my purchases at the net asset value next determined after it receives good funds.

I authorize the Fund and its agents to deliver the selected documents set forth on this application by email (eDelivery). I understand that when a new document is available, Manning & Napier Fund, Inc. will send me an email notifying me where these documents can be viewed and printed. This consent is effective immediately and will remain in effect until I revoke it. I may revoke my consent or request paper copies of any documents Manning & Napier Fund, Inc. is required to deliver to me at any time for no additional charge. I will notify Manning & Napier Fund, Inc. promptly of any change to my email address. I understand that if Manning & Napier Fund, Inc. cannot obtain a valid email address, documents may be delivered to me by US mail. I have Internet access and an email address to receive documents electronically (plus a printer or other device to print or save documents I may wish to retain). eDelivery is free, but Internet access and telephone charges may apply.

If a Representative is listed on this application, I acknowledge and agree that the Representative will have the ability to effect transactions and maintenances in my account on my behalf, including by telephone. If I am no longer utilizing the services of this Representative, I understand that I must contact the Fund in order for the Representative to be removed from the account. I understand that the share class I am invested in may be exchanged for the most suitable and least expensive share class available to me.

I understand that Manning & Napier is authorized in its sole discretion to record any telephone or other communications relating in any way to the account.

I understand that the Manning & Napier Fund, Inc. Series are not being offered or provided on behalf of the federal government, and the offer is not sanctioned, recommended, or encouraged by the federal government.

If in our opinion the information does not provide for adequate identity verification, we reserve the right to reject the establishment of your account. Your information will not be shared except as permitted or required by law and the Fund's privacy policy.

XVI. AUTHORIZATION

X

Participant's Signature

Date

(Responsible Individual in the case of a minor IRA)

Mail the completed application to: **Standard Mail**
Manning & Napier Fund, Inc.
P.O. Box 534449
Pittsburgh, PA 15253-4449

Overnight Mail
Manning & Napier Fund, Inc.
Attention: 534449
500 Ross Street, 154-0520
Pittsburgh, PA 15262

If you are attaching an investment check, please make your check payable to: **Manning & Napier Fund, Inc.**

IRA Custodian: BNY Mellon Investment Servicing Trust Company, Attention: 534449, 500 Ross Street, 154-0520, Pittsburgh, PA 15262. Manning & Napier Investor Services, Inc. is the distributor of the shares of the Manning & Napier Fund, Inc.