

MANNING & NAPIER FUND, INC.
INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY
APPLICATION AND ADOPTION AGREEMENT



MANNING & NAPIER FUND, INC.

P.O. Box 534449

Pittsburgh, PA 15253-4449

1-800-466-3863

IMPORTANT INFORMATION

- 1) **INHERITED IRA** – Do not use this form if you are a *spouse* beneficiary who wishes to move your inherited proceeds into an IRA in your own name. Please complete a Manning & Napier Fund, Inc. IRA Application and Adoption Agreement that can be found on our web site www.manning-napier.com/products/mutual-funds/documents.
- 2) You cannot make an annual IRA contribution or rollover contribution into an inherited IRA (*exception is a 403(b) or qualified plan non-spouse beneficiary direct rollover contribution to an inherited IRA which is facilitated by the 403(b) or qualified plan's administrator*).
- 3) Currently, trustee-to-trustee transfers are the only acceptable method to move monies between inherited IRAs.
- 4) Inherited IRA assets cannot be held indefinitely; please see the IRA Summary Disclosure for general information. We strongly suggest you consult a qualified tax professional to confirm if you, as a beneficiary, are subject to an annual required minimum distribution generally starting the year after the year of the owner's death. If so, in order to establish required minimum distributions, please complete the Manning & Napier Fund, Inc. **INHERITED IRA DISTRIBUTION REQUEST FORM** in its entirety.

If you are not subject to annual required minimum distribution rules you will not need to take a distribution each year but will be required to close your account at a future date. This requirement varies by beneficiary, the owner's date of death and the owner's date of birth; see the IRA Summary Disclosure for additional information. We strongly suggest you consult with a qualified tax professional if you have additional questions about your specific situation.

I. INHERITED IRA ACCOUNT TYPE

- Traditional Inherited IRA (*includes monies transferred from a SEP IRA or SIMPLE IRA (after required 2 year holding period)*)
- SIMPLE Inherited IRA (*includes monies transferred from SIMPLE IRA (ONLY if the required 2 year holding period is not satisfied)*)
- Roth Inherited IRA

II. ORIGINAL IRA OWNER'S INFORMATION

Original IRA Owner's First Name _____ Middle Initial _____ Last Name _____
Original IRA Owner's Date of Birth _____ Original IRA Owner's Date of Death _____

III. OWNER INFORMATION (The beneficiary of the deceased owner opening this account) – Select A, B, C or D

- A: **DESIGNATED BENEFICIARY (A PERSON)** – also select one of the two boxes below
- NON-SPOUSE BENEFICIARY** OR **SPOUSE BENEFICIARY ELECTING TO BE TREATED AS A BENEFICIARY**
- U.S. Citizen Resident Alien

Name _____

Social Security Number _____ Date of Birth¹ _____

¹When the beneficiary is a minor, the account requires a parent or legal guardian to act as the responsible individual until the age of majority is reached

- THE OWNER IS A MINOR BENEFICIARY**

RESPONSIBLE INDIVIDUAL INFORMATION (REQUIRED ON BEHALF OF A BENEFICIARY WHO IS A MINOR)

Responsible Individual's Name

Responsible Individual's Address

City

State

Zip

Responsible Individual's Security Number

Responsible Individual's Date of Birth

Responsible Individual's Daytime/Cell Phone

Responsible Individual's Evening Phone

B: **ESTATE AS BENEFICIARY** – (all distributions will be paid to the estate as registered below)

U.S. Citizen Resident Alien

Estate Registration

Estate's EIN² (*decendent's social security number is not valid*)

EXECUTOR'S INFORMATION - Required

Executor's Name

Executor's Social Security Number

Executor's Date of Birth

Executor's Address

City

State

Zip

Executor's Daytime/Cell Phone

Executor's Evening Phone

C: **TRUST AS BENEFICIARY** – (all distributions will be paid to the trust as registered below)

U.S. Citizen Resident Alien

Name of Trust

Trust's EIN³ (*decendent's social security number is not valid*)

TRUSTEE'S INFORMATION - Required

Trustee's Name

Trustee's Social Security Number

Trustee's Date of Birth

Trustee's Address

City

State

Zip

Trustee's Daytime/Cell Phone

Trustee's Evening Phone

D: **OTHER BENEFICIARY** – (all distributions will be paid to the charitable organization, foundation, or other legal entity as registered below)

U.S. Citizen Resident Alien

Entity's Name

Entity's EIN⁴ (*decendent's social security number is not valid*)

AUTHORIZED INDIVIDUAL'S INFORMATION - Required

Authorized Individual's Name

Authorized Individual's Social Security Number

Authorized Individual's Date of Birth

Authorized Individual's Address

City

State

Zip

Authorized Individual's Daytime/Cell Phone

Authorized Individual's Evening Phone

^{2,3,4} Refer to IRS Form SS-4 – Application for Employer Identification Number

IV. OWNER ADDRESS

Address

City

State

Zip

Daytime/Cell Phone

Evening Phone

Mailing/PO Box Address

City

State

Zip

V. METHOD OF FUNDING

Select one below

- I am transferring a decedent's existing Manning & Napier Fund, Inc. IRA into a Manning & Napier Fund, Inc. inherited IRA. I have completed the **MANNING & NAPIER FUND, INC. IRA INHERITANCE REQUEST FORM** and have included it with this application. Please transfer the inherited assets into the same investment funds. (*Exchange privileges are available once the transfer is complete.*)
- I am requesting a trustee-to-trustee transfer of assets from an existing inherited IRA held at another institution. I have completed the enclosed **MANNING & NAPIER FUND, INC. INHERITED IRA TRANSFER OF ASSETS FORM**, which contains my investment instructions.
- I am establishing an inherited IRA to accept a non-spouse beneficiary direct rollover from a 403(b) or qualified plan. Please invest as follows:

Fund: _____

Percentage: _____%

Fund: _____

Percentage: _____%

Fund: _____

Percentage: _____%

Must equal 100%

VI. 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.

VII. 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.

VIII. FUNDING OPTIONS* (Complete the Inherited IRA TOA Form/Direct Rollover Form)

ROLLOVER – Approximate Amount of Rollover: \$ _____

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

TRANSFER OF ASSETS – Approximate Amount of Transfer: \$ _____

- Inherited Traditional or Inherited SEP IRA transfer of assets held at another institution
 Inherited Roth IRA transfer of assets held at another institution

***Only assets inherited by the same beneficiary from the same deceased owner may be put in the account.**

IX. 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 _____

X. 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. _____	_____

XI. 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.

XII. BENEFICIARY DESIGNATION

Important: Some states prohibit an inherited IRA owner from naming a subsequent beneficiary. You should check with your state's tax authority.

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 a Primary Beneficiary.

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 inherited IRA. If I do not have a surviving spouse at the time of my death, my estate will become the beneficiary of my inherited 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 inherited IRA.

Primary Contingent (Please check one)

Per Stirpes

Name		Social Security Number
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Date of Birth	Relationship	Share Percentage _____%
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Address	Daytime/Cell Phone Number
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City	State	Zip
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Primary Contingent (choose one)

Per Stirpes

Name		Social Security Number
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Date of Birth	Relationship	Share Percentage _____%
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Address	Daytime/Cell Phone Number
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City	State	Zip
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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.

XIII. 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: _____

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

Your Bank's ACH Instructions:

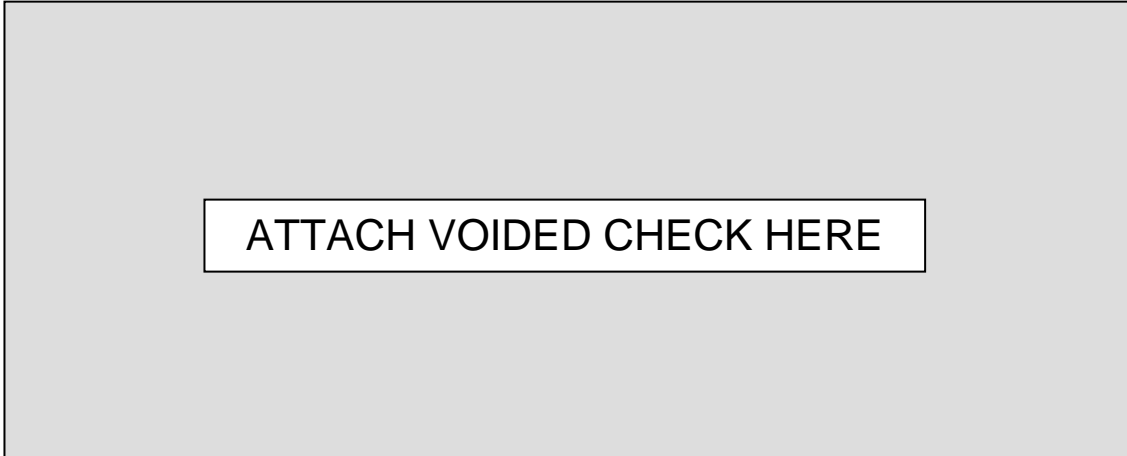
Bank Name: _____

ACH Routing/ABA Number: _____

Your Account Number at Bank: _____

Name on Bank Account: _____

Bank Telephone Number: _____



XIV. TELEPHONE REDEMPTION PRIVILEGES

Certain restrictions apply, you will have the option to request redemptions by telephone unless you check the box below to opt out.

I do not want the ability to redeem IRA shares by telephone on this account.

XV. DUPLICATE STATEMENTS

Send duplicate statements to:

1. _____
Name Company

Address City State Zip

2. _____
Name Company

Address City State Zip

XVI. 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: _____

XVII. TERMS AND CONDITIONS

Terms and Conditions

I, the beneficiary, acknowledge receiving and reading the INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY APPLICATION AND ADOPTION AGREEMENT, 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 the applicable Section 23.

I hereby establish an IRA in accordance with instructions provided on these pages entitled INHERITED IRA FOR NON-SPOUSE, TRUST, ESTATE OR ENTITY 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 "Inherited IRA Account" or "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.

I understand and agree to the extent inherited employer-sponsored plan assets are being directly rolled over to my Inherited IRA that it is my responsibility to ensure only eligible assets are rolled over and all required minimum distributions are satisfied prior to rolling over these assets. Further I agree to the extent inherited IRA assets are being transferred to my inherited IRA that I understand it is my responsibility to ensure only eligible assets are transferred. All amounts will be invested in accordance with the written instructions I provide with respect to each Transfer of an IRA or Direct Rollover of an employer sponsored retirement plan. 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 IRS or U.S. Treasury Department.

I understand that the telephone transaction privileges may 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 accept the risk of loss.

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 beneficiary) 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 that 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.

XIX. SIGNATURE – Required

X

Participant's Signature

Date

(Responsible Individual in the case of a minor IRA)

IRA Custodian: BNY Mellon Investment Servicing Trust Company, Attention: 534449, 500 Ross Street, 154-0520, Pittsburgh, PA 15262

Mail to the following:

First Class 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