

CARRIER: ING/ RELIASTAR LIFE  
PACKET CURRENT AS OF: 1-28-04

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PAGES OF THE  
LICENSING PACKET BE  
SUBMITTED IN ORDER TO  
COMPLETE YOUR  
CONTRACTING – THEY NEED  
THE ENTIRE  
CONTRACT/AGREEMENT AND  
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE  
REVIEWED, COMPLETED, OR  
SIGNED – THANK YOU FOR  
MAKING SURE TO RETURN  
EVERY PAGE OF THE PACKET  
WE SEND TO YOU, BACK TO  
US AT CPS.**



# Independent General Agency Producer Transmittal

## REQUEST FOR APPOINTMENT

☐ General Account & Variable ☒ General Account Only ☐ Variable Only

Applicant requests appointment with the following ING life insurance company(ies):

- ☒ ReliaStar Life Insurance Company (RL)  
☐ Security Life of Denver Insurance Company (SLD)  
☐ ReliaStar Life Insurance Company of New York (RLNY)

### ALERT:

**\*New Business has been submitted by this agent for the following company(ies):**

(\*In Accordance with State Insurance Business Regulations)

- ☐ Southland Life ☒ ReliaStar Life ☐ ReliaStar Life of New York ☐ Security Life of Denver

**PRODUCT LINE MUST BE INDICATED:** ☒ General Account or Term ☐ VUL

Name of Producer/Registered Representative applying for appointment: \_\_\_\_\_

Name of Company/Corporation/Agency: \_\_\_\_\_

Name of Broker/Dealer (if applicable): \_\_\_\_\_

☐ New Producer  
(complete and attach the Application for  
Life Appointment and Contract #128225)

☐ Change in Hierarchy Level/Compensation/Level  
(complete and attach page 2&3, part D on form 128225)

### CONTRACTING CHECKLIST

*Along with the ING Application for Appointment, the following items have been completed and are included in this file:*

#### Required Documents:

- \_\_\_ Current copy of insurance licenses for all states and product types (fixed and variable) in which you are requesting appointment  
\_\_\_ State specific forms with original agent signature, if required (Contact ING Contracting/Licensing for specifics.)  
\_\_\_ Errors & Omissions Insurance Documentation (*Copy of Declarations Page or Certificate of Liability Coverage*)  
\_\_\_ NASD CRD Status Report (for variable business only)

**NOTE:** Unless contracted with an ING company in the last 30 days, must submit all items listed in the Required Documents section.

### MANAGEMENT HIERARCHY

General Agent 6552 - CPS Insurance General Agent # \_\_\_\_\_  
Producer/Registered Representative's Immediate Upline \_\_\_\_\_ Immediate Upline # \_\_\_\_\_

Send starter kit: ☐ Yes ☒ No

Mail to: ING Service Center, P.O. Box 9190, Des Moines, IA • 50306-9190 • Fax: 877-788-5122 • Phone: 877-882-5050



## Request for Appointment

Send to:  
ING Service Center  
P.O. Box 9190  
Des Moines, IA 50306-9190

Please choose an ING Affiliate Company Appointment(s) and print the name and code # for the Wholesaler/GA you will be working with for each company in which appointment is requested. If you need assistance call our Key Account Team at 800-344-6863.

Company Appointment (check appropriate box)	Name of Wholesaler/GA	VUL Code	Gen. Account
Security Life of Denver Insurance Co. <input type="checkbox"/> VUL <input type="checkbox"/> General Account <sup>1</sup>		Code #	Code#
Southland Life Insurance Co. <input type="checkbox"/> VUL <input type="checkbox"/> General Account <sup>1</sup>		Code #	Code#
ReliaStar Life Insurance Co. <input type="checkbox"/> VUL <input checked="" type="checkbox"/> General Account <sup>1</sup>	CS INSURANCE-6552	Code #	Code#
ReliaStar Life Insurance Co. of New York <input type="checkbox"/> VUL <input type="checkbox"/> General Account <sup>1</sup>		Code #	Code#

<sup>1</sup> Request for general account appointment applicable only if required to submit/process general account business through the Broker/Dealer.

1. Print Name as it appears on insurance license	Date of Birth	Social Security Number	Series: <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 63 <input type="checkbox"/> Other: _____
2. Print Corporation Name (if applicable)	CRD#(attach copy)	Tax ID Number:	E&O Certificate Please attach a copy
3. Print Business Address	Phone	Fax	Email
4. Print Residence Address	Phone		

If you answer yes to any of following questions, please attach a written statement summarizing the details and resolution of each incident.

5. Have you ever had a life insurance and/or securities license under another name? ☐ Yes ☐ No

If yes, print name: \_\_\_\_\_

6. Have you ever been refused or had any insurance or securities license suspended or revoked; or have you been fined by an insurance department, the NASD, or any state or federal agency regulating securities? ☐ Yes ☐ No

7. Have you ever filed for bankruptcy or do you have any outstanding judgements or liens or default of debts? ☐ Yes ☐ No

8. Have you ever been convicted, pled guilty, or nolo contendere to a felony or misdemeanor other than a traffic violation, or are you now under indictment or are you currently a named defendant in a civil suit alleging fraud in the sale of insurance securities? ☐ Yes ☐ No

I request appointment(s) and have attached a license copy(s) for the states listed: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

In requesting this appointment, I authorize all ING affiliated companies ("ING") to share any pertinent information they may have obtained regarding my financial, business, legal, tax or work performance, including copies of licenses and applications. In requesting this appointment, I agree not to solicit or sell as determined by state law, any business until I have been notified by each applicable ING Company that I have been contracted and I am authorized to solicit or sell business for it.

I authorize the broker/dealer named below to release to ING upon request any and all information in their possession regarding my financial, business, legal, tax or work performance, including any information obtained under the Fair Credit Reporting Act. I agree that ING may offset and/or recoup any debit balance or any other indebtedness to ING, with compensation earned by me from any other ING affiliate. I represent and warrant that all information and answers in this Request for Appointment are true and correct.

Indemnification statement for writing agents:

I agree to indemnify, defend and hold ING harmless from any and all expenses, attorney fees, costs, causes of actions and damages resulting from and in consequence of any fraudulent or negligent acts and/or omissions by me regarding the sale of all ING products.

\_\_\_\_\_  
Print Full Legal Name of Registered Representative

\_\_\_\_\_  
Full Legal Signature of Registered Representative

\_\_\_\_\_  
Date

**Broker/Dealer Verification/Recommendation/Acceptance** (This section is not required for additional state appointments)

The undersigned representative of the Broker/Dealer verifies that a background investigation has been conducted on the named Registered Representative and that a copy will be made available upon request. The Broker/Dealer recommends that the named Registered Representative be appointed with the applicable ING Life Companies completed above and attests that it has policies and procedures to supervise the activities of each registered representative that are reasonably designed to achieve compliance with applicable life insurance and securities laws and regulations.

\_\_\_\_\_  
Print Full Legal Name of Broker/Dealer Registered Principal

\_\_\_\_\_  
Print Name of Broker Dealer

\_\_\_\_\_  
CRD#

\_\_\_\_\_  
Full Legal Signature of Broker/Dealer Registered Principal

\_\_\_\_\_  
Date



ING Service Center  
909 Locust St.  
Des Moines, IA 50309  
Fax: 877-788-5122

ReliaStar Life Insurance Company  
ReliaStar Life Insurance Company of New York  
Security Life of Denver Insurance Company  
("Company")

## APPLICATION FOR LIFE APPOINTMENT AND CONTRACT

### PART A - Personal Information

Please check type of application: ☐ Individual ☐ Corporate/Agency

Last Name	First Name	M.I.	Birthdate			Age	Sex	Professional Designations:
			Month	Day	Year			
								email:
Residence Address (Street, City, State, County, Zip)								Residence Telephone:
								Residence Fax:
Business Address (Street, City, State, County, Zip)								Business Telephone:
								Business Fax:
Lived at Residence Address : Yrs _____ Mos _____			Former Address (Street, City, State, Zip) (if at current residence less than 2 years)					
Social Security #:								
Individual(s) Authorized on Corporate/Agency License (attach separate sheet if needed):								
Corporate/Agency Name:						Federal Tax ID #:		

### PART B - Background Information

<b>CHECK "Yes" or "No"- If the answer to ANY of the following questions is "YES," give full details on another sheet and attach. Failure to disclose information could result in denial of appointment.</b>	
1. Have you ever had a life insurance and/or securities license under another name? If yes, give name:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you attached a copy of your Errors & Omissions coverage? (copies required to complete contracting)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you ever been discharged or permitted to resign from your employment/appointment because you were accused of: a) violating investment-related or insurance-related statutes, regulations, rules or industry standards of conduct? b) fraud or wrongful taking of property? c) violating company rules?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Within the past 10 years, have you ever initiated bankruptcy proceedings or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Do you have any unsatisfied liens or judgements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Do you have any knowledge of an indebtedness to an insurance carrier or financial organization that involves yourself or an organization you have been associated with?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Within the past 10 years, has any insurance carrier canceled your contract or appointment for any reason other than lack of production?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Have you ever had your insurance license or securities registration suspended, revoked, investigated or audited?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Have you ever had a complaint or regulatory action filed against you that resulted in: a) a fine or penalty? b) censure? c) cease and desist order? d) consent order?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
10. With the exception of routine traffic violations, have you ever been convicted of or pled guilty or nolo contendere (no contest) in a court to: a) a misdemeanor? b) a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
11. Are you involved in any pending or current litigation, investigations or E & O claims?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Within the past 10 years, has any E & O carrier denied, paid claims on, or canceled your coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Have you ever sued or been sued by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14. Have you ever been named as a defendant or codefendant in a lawsuit involving the sale or marketing of an insurance or securities product?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**PART C - Broker/Dealer Information for Variable Appointment Requests**

☐ ReliaStar Life Insurance Company ☐ ReliaStar Life Insurance Company of New York ☐ Security Life of Denver Insurance Company

1. Name of Broker/Dealer:		CRD Number:
2. I hold Series: <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63 <input type="checkbox"/> Other _____		
<b>Broker/Dealer Verification/Recommendation:</b> Broker/Dealer verifies that a background investigation has been conducted on the Applicant, who is a registered representative of Broker/Dealer, and that a copy will be made available upon request. Broker/Dealer recommends that Applicant be appointed with each Company checked below and attests that it has policies and procedures to supervise the activities of its registered representatives that are reasonably designed to achieve compliance with applicable securities laws and regulations.		
Broker/Dealer Name:		Broker/Dealer Officer: (Print)
Broker/Dealer Officer Signature:		Date:

**PART D - Conditions and Agreements**

By signing this Application, I acknowledge and represent that:

- All information furnished by me in this Application is true, correct and complete.
- I understand that no Company has an obligation to approve this Application and I release any Company that does not appoint or contract me from all liabilities.
- I agree not to solicit or sell, as determined by state law, any business until I have been notified by each checked Company that I have been contracted and I am authorized to solicit or sell business for it.
- I have received and signed the Fair Credit Reporting Act Disclosure form.
- I have included a copy of a current license for each state in which I do business.
- I authorize any person or entity that may have knowledge of my employment, financial, criminal or other history to release such information to any Company in connection with this Application; and I authorize each Company to release any information regarding my Debit Balance to Vector One, or any successor organization. A photocopy of this authorization will be as valid as the original, regardless of the date it is signed.
- I have received and read the Agreements, including specified Compensation Schedules, that are listed below and that are incorporated by reference into this Application. I understand and agree that by my signature below, I am agreeing to all of the terms and conditions of the Agreements, including specified Compensation Schedules, that are listed below.

**Check type of Agreement:**

- ☐ General Agent (Eship # 131419)  
☐ Producer (Eship # 131420)

**Check Company Appointments:**

- ☐ New: as indicated by Compensation Schedules  
☐ Add Company: checked below  
☐ Add State: (attach copies of current licenses)

**Modification of existing Compensation Schedules**

- ☐ Yes (Indicate new Compensation Schedule going forward)

☒ Reliastar Life  
Insurance Company

☐ Reliastar Life  
Insurance Company of New York

☐ Security Life of  
Denver Insurance Company

Indicate Compensation Schedule Form Numbers:

Form # 6750 \_\_\_\_\_  
Form # \_\_\_\_\_

Print Applicant Name:	Corporate/Agency Contact Name:
Applicant Signature:	Date:

I have reviewed the above application and I recommend Applicant for appointment and contracting, as applicable, and designate Applicant's Compensation Schedules as indicated. I have completed the applicable form numbers prior to Applicant's signing of this Application. I understand that these form numbers may not be changed after the Applicant's signature is obtained.

Print Recruiting Producer Name (when applicable)	Recruiting Producer Code:
Recruiting Producer Signature (when applicable)	Date:
Print General Agent Name (required unless same as Applicant)	General Agent Code:
General Agent Signature (required unless same as Applicant)	Date:
<b>Home Office Internal Use Only</b>	
Approved by SVP (please print name)	Region Code:
SVP Signature	Date:



## PLEDGE OF PROFESSIONALISM

ING life insurance company (ies) ("Company") and its employees and producers are expected to exercise integrity and professionalism when conducting business on behalf of the Company. That is why ING has developed a Pledge of Professionalism that was adopted from codes endorsed by various agent associations such as the National Association of Life Underwriters, the American Society of CLU & ChFC, and the Million Dollar Round Table. It includes the Insurance Marketplace Standards Association (IMSA) principles:

1. To conduct business according to high standards of honesty and fairness and to render that service to its customers, which in the same circumstances, it would apply or demand for itself.
2. To provide competent and customer-focused sales and service.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with the Principles of Ethical Market Conduct.

I believe it is my responsibility and obligation to:

**Maintain high standards of integrity, professionalism and excellence in business transactions.**

- I will, to the best of my ability, understand the products I sell and use those products for the purposes for which they were designed.
- When appropriate, I will advise my customers to seek the professional assistance of lawyers, accountants and/or tax advisors in developing their financial plans.
- I will avoid conflicts of interest.

**Make fair disclosure of the information that will enable my customer to make informed decisions.**

- I will assure that my customer knows he or she is purchasing insurance.
- I will help my customer understand what he or she is purchasing.
- I will use fact-finding tools and needs analysis to assess the wants and goals of my customers.
- I will use sales materials and presentations that fairly describe the features of a policy or sales concept.
- I will provide my customer information to determine the appropriateness of replacing existing policies.

**Abide by applicable state and federal laws and regulations as well as the Company's policies and procedures.**

- I will only solicit business after I am properly licensed to do business where the solicitation, application and policy delivery take place.
- I will only solicit applications for products that are approved in the state where the solicitation, application and policy delivery take place.
- I will comply with state regulations and Company policy when replacing one policy with another.
- I will keep current with changes in the laws affecting my business and adhere to those laws.
- I will comply with requirements fostering fair competition.

**Engage in active and fair competition.**

- I am committed to fair competition as the most effective and efficient means of providing products and services to my customers.

**Maintain a high level of professional competence by continually improving my knowledge and skills.**

- I will educate myself on the Company's products and services and seek advice from the Company when necessary.
- I will actively participate in Company, industry and association educational training programs.

**Demonstrate good faith and loyalty in dealing with the Company.**

- I will promptly disclose all applicable underwriting information to the Company during underwriting, reinstatement and any contestability period.
- If I know or believe an applicant's health has changed while an application or reinstatement is pending, I will not deliver the policy and will inform the Company of the change of health.
- I will adhere to the terms of my contract with the Company and with Company policies and procedures; for example, cash handling.
- I will represent the Company to the best of my ability and will give the Company the same loyalty and care that I expect in any relationship of confidence and trust.

I HAVE READ THE ING PLEDGE OF PROFESSIONALISM AND AGREE TO ABIDE BY ITS PRINCIPLES.

Signature \_\_\_\_\_ Date \_\_\_\_\_



ReliaStar Life Insurance Company  
ReliaStar Life Insurance Company of New York  
Security Life of Denver Insurance Company  
("Company")  
ING Service Center  
909 Locust St.  
Des Moines, IA 50309

## ING Life Companies Producer Agreement

In consideration of the following terms and conditions, this ING Life Companies Producer Agreement (the "Agreement") is between the following parties, and made effective as of the Effective Date stated in the Producer's ING Life Companies Application for Appointment and Contract, or \_\_\_\_\_, whichever is later.

### I. Parties

A. Company: ReliaStar Life Insurance Company  
ReliaStar Life Insurance Company of New York  
Security Life of Denver Insurance Company  
Address: c/o ING Service Center  
Attn: Distributor Services  
909 Locust St.  
Des Moines, IA 50309  
Fax: 877-788-5122  
Email: lifelicensing@us.ing.com

### B. Producer:

\_\_\_\_\_  
(individual or legal entity)  
  
Address: \_\_\_\_\_  
Street  
  
\_\_\_\_\_  
City State Zip  
  
Fax: \_\_\_\_\_  
  
Email: \_\_\_\_\_

### II. Definitions

- A. "Application" means any part of a formal request for a new Contract or a change or addition to an inforce Contract.
- B. "Company" means any of the above named companies with which Producer is appointed and its respective officers, directors, employees and assigns. "Issuing Company" means the specific company issuing a Contract. If Producer is appointed with more than one Company it is agreed that this Agreement is to be construed as a separate and distinct agreement between Producer and each of the Companies with which Producer is appointed. Except with respect to recovery of any Debit Balance in accordance with the provisions of this Agreement, the rights, obligations and responsibilities between Producer and one Company are distinct from the rights, obligations and responsibilities between Producer and any one of the other Companies. No Company will have responsibility or liability for the acts or omissions of any of the other Companies under this Agreement.
- C. "Compensation Schedule" means any Issuing Company Compensation Schedule containing amounts payable on the sale of a Contract, whether to a General Agent or a Producer and includes, but is not limited to, commission schedules and bonus schedules.
- D. "Contract" means a life insurance contract (including riders, endorsements, amendments, or other modifications of benefits or coverage) issued by the Issuing Company, in its sole discretion, as a result of an Application attributable to Producer while this Agreement is inforce.
- E. "Debit Balance" means any amount owed by Producer to a Company or to an ING Affiliate Company, as defined below, that is not paid when due, including but not limited to, a debt resulting from a refund of premium, payment of compensation, chargeback, loan, advance, annualization, settlement or indemnification obligation.
- F. "First Commissionable Event" means the first date on which the Issuing Company applies premium to a Contract

that is issued and inforce; and does not include advances.

G. "General Agent" means an individual or legal entity who is:

1. Licensed to sell insurance contracts; and
2. Appointed with a Company and holds an ING Life Companies General Agent Agreement.

The term "General Agent" includes the General Agent and its heirs, representatives, officers, directors, employees and assigns.

H. "Guidelines" means the ING Business Guidelines, as amended from time to time.

I. "ING Affiliate Company" means any legal entity, other than a Company, that is a subsidiary of ING America Insurance Holdings, Inc.

J. "Notice" means written notice:

1. Deemed given when:

- a. Received by facsimile or e-mail transmission; or
- b. Placed in the U.S. mail, postage prepaid; or
- c. Sent by overnight courier service; and

2. Addressed to:

- a. The applicable address, facsimile number, or e-mail address stated on the first page of this Agreement, unless Notice has been given to the other party of a change of address; or
- b. For the Producer, the last known address, facsimile number, or e-mail address as shown in the Company records; or
- c. For Company, the current mailing address, facsimile number, and e-mail address of the ING Service Center in Des Moines, IA, as posted on the Company Producer/Distributor Website.

K. "Producer" means an individual or legal entity who is:

1. Licensed to sell insurance contracts; and

2. Appointed with a Company and holds an ING Life Companies Producer Agreement; and

3. Designated by a General Agent in an ING Life Companies Application for Appointment and Contract form.

The term "Producer" includes the Producer and its heirs, representatives, officers, directors, employees and assigns. A Producer (who may then be referred to as the "Recruiting Producer") may also designate another Producer in an ING Life Companies Application for Appointment and Contract form.

L. "Producer/Distributor Website" is a website for General Agents and Producers that provides information regarding the Company that may be amended and renamed from time to time. In 2003, it is known as the Virtual Financial Center.

### III. Producer

#### A. Distribution

1. Producer agrees to use its best efforts to find appropriate purchasers for Contracts.

2. Producer agrees that this Agreement does not grant any exclusive territory or contract to Producer and Company may provide continuing service directly to the Contract owners and their representatives.

#### B. Compliance. Producer agrees to:

1. Give immediate Notice to Company of any change in its current mailing address, facsimile number and email address; and

2. Give immediate Notice to Company if Producer is convicted of a felony; and

3. At all times be properly licensed under all applicable state laws; and

4. Comply with all applicable state and federal laws and regulations, including but not limited to, any replacement regulations; and

5. Conduct all business involving Company in accordance with the Guidelines, including but not limited to, the replacement and Anti-Money Laundering policies. The Producer acknowledges that it has received and read the Guidelines, which are attached to and made a part of this Agreement. The Guidelines, as amended from time to time, are also posted on the Producer/Distributor Website; and



6. Use only advertising and sales materials, including illustrations, that are approved by Company prior to use; and
  7. Comply with Company procedures, as stated in the Guidelines, prohibiting unfair competition and rebating, even in states where rebating is not illegal under state law; and
  8. Implement procedures providing that anyone involved in the sales presentation, solicitation or receipt of compensation pertaining to any Contract will act in accordance with applicable laws and regulations; and
  9. Immediately send all Applications, other required documentation and payments to Company at the address indicated on the Application, or any other address designated by Company; and
  10. Implement procedures providing that Producer and each of its employees will only make a recommendation to purchase a Contract when there are reasonable grounds to believe that the product meets the needs of the purchaser; and
  11. Assure that it has access to the most current version of the following:
    - a. ING software for sales illustrations, needs analysis and other sales tools; and
    - b. The Producer/Distributor Website for updates on Company policies, procedures, and products, as well as regulatory and Company training opportunities.
- C. Limitation of Authority. Producer will have no authority and agrees not to:
1. Bind Company by any promise or agreement; and
  2. Incur any debt, expense, or liability whatsoever in Company's name or account; and
  3. Receive any money due or to become due to Company other than first premiums received in accordance with Company procedures; and
  4. Accept payment for a Contract in cash or cash equivalents, except to the extent permitted by the ING Anti-Money Laundering policies; and
  5. Deliver or allow any Contract to be delivered until the first premium has been paid in full; and
  6. Deliver a Contract if, after reasonable inquiry, Producer is aware that the true facts as to the health, habits, occupation or other factors pertinent to the insurability of the proposed insured are not then as represented in the Application for such Contract; and
  7. Make, modify or discharge any Contract, or bind Company by making any promises respecting any Contract, including but not limited to, extending the time for paying premiums; and
  8. Hold any bank account using "ING" or any of the Company insurance company names in the account name.
- D. General Provisions
1. Producer is responsible for payment of one hundred percent (100%) of Producer's Debit Balance owed to any Company, as provided in the "Debit Balance" paragraph in this Agreement.
  2. The relationship of Producer to Company is that of an independent contractor. Nothing in this Agreement should be construed to create the relationship of employer and employee, partnership, joint venture or franchise. Producer is free to exercise independent judgment as to the time, place and means of performing all acts under this Agreement.
  3. Producer is solely responsible for its staff, office space and expenses, including payment of all employment, state and federal taxes.
  4. Producer will keep accurate records of all transactions on behalf of Company for so long as the Contract is active, or a period of five years after the termination of the Contract, whichever is longest, but in no event less than required by law, and make such records, including but not limited to Customer Information, as defined below, available for examination and copying.

#### IV. Compensation

#### A. Compensation Schedules

1. The Producer Compensation Schedules, as amended from time to time, are incorporated by reference into this Agreement and govern the parties' agreement with respect to compensation.
2. Subject to the conditions of this Agreement and only as provided in the applicable Producer Compensation Schedule in effect on the date of the First Commissionable Event of the Contract, the Issuing Company will pay Producer compensation on any Contract in accordance with the applicable commission cycle.
3. If the Producer Compensation Schedule provides that General Agent has the responsibility for compensating Producer, Producer agrees that the Issuing Company has no obligation to pay any compensation directly to Producer.
4. The amount, if any, and the time of payment of compensation on replacements, changes, conversions, exchanges, term renewals, premiums paid in advance, Contracts issued on a "guaranteed issue" basis, and other special cases and programs will be governed by the practices of the Issuing Company, including underwriting and issue rules, in effect on the effective date of the change or other transaction.

#### B. Payment of Compensation

1. No compensation will be earned or payable until the Issuing Company receives and applies, in its sole discretion, the Contract premium at the ING Service Center in Minot, ND, all delivery requirements are met, and the Contract is placed in force; provided however, when commissions are advanced, commissions are payable according to the terms of the applicable Annualization Agreement or Amendment. The current mailing address, facsimile number, and e-mail address of the ING Service Center in Minot, ND, is posted on the Company Producer/Distributor Website.
2. Producer will continue to receive the compensation specified in the Producer Compensation Schedules, except in the following situations:
  - a. During an investigation of Producer by any Company or ING Affiliate Company, any Company reserves the right to withhold payment of any compensation pending resolution of the investigation;
  - b. Any Company owing compensation to Producer will cease to pay any compensation after termination of this Agreement for cause;
  - c. If termination of this Agreement is due to the death of Producer, any remaining compensation owed under the Compensation Schedules will be paid to Producer's estate; and
  - d. Producer may not assign all or any part of Producer's compensation accruing under this Agreement without the written consent of Company. Any assignment is subject to Company's right of offset and first lien provided for in this Agreement. A General Agent's release or termination of compensation will not affect any Producer's right to compensation.

C. Chargebacks. The Company will charge back compensation to Producer in accordance with the applicable Compensation Schedule. In addition, if any Company, in its sole discretion, determines at any time that a refund of premium should be made, any compensation paid to Producer on the amount refunded will be charged back and to the extent not repaid, will become a part of Producer's Debit Balance, to be repaid to such Company promptly following Notice to Producer.

#### D. Debit Balance

1. Producer agrees to pay the Debit Balance of Producer owed to any Company when due.
2. If any Debit Balance is not paid when due, the amount will bear interest at the rate posted on the Producer/Distributor Website, but in no event in excess of that permitted by applicable law.
3. Producer grants to any Company a first lien on and the right to apply any amount due to Producer from any Company and any ING Affiliate Company to offset Producer's Debit Balance with any Company or any ING Affiliate Company.
4. Any Debit Balance of any Producer survives termination of this Agreement.

E. Modifications to Existing Compensation Schedules. Notwithstanding any language in this Agreement or any prior Agreement between the parties, including but not limited to, current or prior Compensation Schedules:

1. For Contracts on which the First Commissionable Event took place before January 1, 2004, on which there is an underwritten face increase occurring on or after January 1, 2004:
  - a. If a Contract:
    - i. Is on a policy form available for sale on or after January 1, 2004, or
    - ii. For ReliaStar Life Insurance Company Contracts only (including those formerly known

- as Security-Connecticut Life Insurance Company), is on a policy form that is no longer available for sale on or after January 1, 2004, compensation on the underwritten face increase will be paid to Producer at the rates provided in the applicable Producer's Compensation Schedule in effect on the effective date of the underwritten face increase; and
- b. For Southland Life Insurance Company Contracts only, the compensation will be the same as that set forth in the Producer's Compensation Schedule applicable to the Contract in effect on December 31, 2003.
2. For Contracts on which the First Commissionable Event took place before January 1, 2004 on which there is an automatic cost of living face increase occurring on or after January 1, 2004, compensation will be paid at the rates specified and to the appropriate Producer as stated in the COLA Procedures set forth on the Producer/Distributor Website.
3. No compensation will be paid to Producer until the amount of compensation due exceeds a minimum amount. This minimum amount may vary from issuing Company to issuing Company, and may be amended from time to time. These amounts are published on the Producer/Distributor Website.
4. If the total payment due from any of the individual Companies during any calendar year following termination of this Agreement is less than \$10,000, then such Company may elect to pay the present value of the remaining compensation in one lump sum. The present value will be calculated based on an interest rate of 8% and the Linton B Persistency Table that in the Company's sole discretion reflects the expected persistency of the business. After such lump sum payment, the individual Company will be relieved of any further obligation under this Agreement for payment of compensation.

## V. Termination

### A. Immediate Termination

1. Termination for Cause. Company may terminate this Agreement as to all Companies and terminate all of Producer's Company appointments, for cause, without notice, in the case of the following:
- a. Producer's fraud or misconduct, whether or not in conjunction with a Contract or this Agreement; and
  - b. Producer's conviction of a misdemeanor involving breach of trust or any felony; and
  - c. Producer's failure to comply with the terms of this Agreement; and
  - d. Producer's inducing any other Producer to discontinue Producer's Agreement with Company; and
  - e. Producer's inducing any Contract owner to surrender or exchange its Contract; and
  - f. Producer's withholding of any monies, documents, Applications or Contracts, after demand by Company.
2. Automatic Termination. This Agreement, and all of Producer's Company appointments, will terminate automatically, without notice, in the case of the following:
- a. Producer's death or dissolution; or
  - b. Producer's loss of a valid, resident insurance license.
- B. Termination With Notice. Either party may terminate this Agreement for any reason, by giving the other party fifteen (15) days written Notice.
- C. Effect of Termination. Upon termination of this Agreement for any reason, Producer agrees to certify the destruction of all materials provided by Company to Producer, including but not limited to, all passwords, documents, forms, advertising materials, computer programs or other software.

## VI. Liability

- A. Errors and Omissions Insurance. At Producer's expense, Producer will secure and maintain at all times errors and omissions insurance acceptable to Company in a minimum amount of \$1,000,000 per occurrence that covers the acts and omissions of Producer, and its employees, officers, directors and affiliates. Notwithstanding any insurance, Producer remains fully liable to pay Company for any obligations, including but not limited to, the amount of any deficiency. Producer will provide to Company a certificate demonstrating that the insurance coverage has been purchased and is in effect.
- B. Fidelity Bond. At Producer's expense and where required by state law, Producer will secure and maintain a fidelity bond including coverage for larceny and embezzlement, issued by a reputable bonding company covering all persons who have access to funds of Company or Contract owners.

C. Indemnification. Producer will indemnify and hold Company and any ING Affiliate Company harmless from any and all losses, claims, costs, damages, liabilities and expenses, including but not limited to, attorney fees, settlement payments, judgments and/or fines, resulting, directly or indirectly, from any breach of this Agreement by Producer or arising, directly or indirectly, from any act or omission of Producer, and its employees, officers, directors, affiliates and anyone acting on Producer's behalf. Producer agrees to defend any Company, at Producer's cost, in any arbitration, litigation, regulatory action or other proceeding covered by this indemnification clause, and not covered by the mandatory arbitration clause in this Agreement.

VII. Investigations, Complaints and Litigation

- A. Producer agrees to cooperate fully in any investigation, complaint, claim, proceeding, arbitration or litigation arising in connection with any Contract solicited or sold under this Agreement.
- B. Without limiting the foregoing, Producer will promptly (preferably within twenty-four (24) hours) give Notice to Company of any customer claim or complaint, regulatory investigation, arbitration or judicial proceeding pertaining to any Contract or against Company.
- C. Producer will also promptly notify Company of any significant regulatory investigation or litigation involving Producer of which Producer has knowledge, even though it may not directly or indirectly involve a Contract.
- D. In its sole discretion, Company may settle any claim of an applicant, Contract owner or other person or entity concerning any conduct, act or omission of Producer. Producer agrees to reimburse Company for the costs of such settlement.

VIII. Customer Information. The parties desire to protect Customer Information, as defined below, and to comply as may be necessary with requirements of the Gramm-Leach-Bliley Act and all relevant state and federal regulations and state privacy laws (all referred to as "Privacy Law").

- A. "Customer Information" means an applicant's Application for a Contract or service and all non-public personal information about a customer that a party receives from another party. "Customer Information" includes, by way of example and not limitation, name, address, telephone number, social security number, health information and personal financial information (which may include consumer account number).
- B. The parties understand and acknowledge that they may be financial institutions subject to Privacy Law, and all Customer Information that one party receives from another party is received with limitations on its use and disclosure. The parties agree that they are prohibited from using the Customer Information received from another party other than:
  - 1. As required by law, regulation or rule; or
  - 2. To carry out the purposes for which one party discloses Customer Information to the other party under this Contract, including use under an exception permitted by Privacy Law in the ordinary course of business to carry out the purposes.
- C. The parties agree that:
  - 1. The purpose for which Producer discloses Customer Information to Company includes the establishment of a consumer/customer relationship between the consumer and Company in order to offer its financial products and the financial products of its affiliates to consumers;
  - 2. The purpose for which Company discloses Customer Information to Producer is to service the Company Contract or other services obtained by the customer; and
  - 3. They will use such information only as permitted by Privacy Law.
- D. Subject to the provisions of subparagraph B above, the parties will not disclose the Customer Information to any other person without prior written permission from the other parties.
- E. The parties will establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of Customer Information in their control that are no less rigorous than those maintained by a party for its own information of a similar nature. In the event of any improper disclosure of any Customer Information, the party responsible for the disclosure will immediately notify the other parties.

IX. General Provisions

A. Entire Agreement

- 1. This Agreement, including all applicable Producer Compensation Schedules, the Guidelines, and the

Producer's ING Companies Application for Appointment and Contract, which are incorporated by reference, constitute the entire agreement between the parties concerning the subject matter of this Agreement and supersedes in its entirety all prior agreements, understandings, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement.

2. The parties specifically agree that any prior general agent, agent or producer agreements, however titled, between Producer and any Company are terminated effective December 31, 2003.

B. Amendment of Agreement. Company may amend any part of this Agreement, specifically including but not limited to, any Compensation Schedules (for prospectively issued Contracts only) by giving Notice to Producer. No oral promises or representations will be binding. Submission of an application for a Contract by Producer on or after the effective date of any such amendment will constitute Producer's agreement to the amendment.

C. Non-Assignability. Producer may not assign this Agreement or any rights or obligations under this Agreement without Company's prior written consent.

D. Arbitration.

1. Any dispute between a Company and Producer will be settled by arbitration. Without limiting the foregoing this will include, but not be limited to, any dispute or disagreement arising out of, or relating to, the formation, interpretation, performance, or breach of this Agreement, whether such dispute arises before or after termination of this Agreement, and whether in contract or tort or otherwise.
2. To initiate arbitration, either the Company or Producer will send Notice to the other party in writing of its desire to arbitrate. The Notice will identify the claimant, the contract at issue and the nature of the claims and/or issues. Notice of arbitration must be sent by certified mail, return receipt requested. The arbitration will be deemed to be commenced on the date the Notice of arbitration is received.
3. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), and its Expedited Procedures with the exception of the following. There will be three arbitrators who will each have no less than five years of experience in life insurance and who are current or former officers of life insurance companies other than the parties to this Agreement. Within thirty (30) days following the commencement of arbitration proceedings, each party will provide the other party with identification and a copy of the curriculum vitae of their appointed arbitrator. The two party appointed arbitrators will appoint a third arbitrator who will serve as the umpire. If they do not do so within thirty (30) days, the AAA will appoint the umpire.
4. The arbitration will take place in Atlanta, Georgia, unless otherwise agreed to by the parties. The award rendered by the arbitrators will be final and binding upon the parties, except that the parties retain all rights to challenge an award under the Federal Arbitration Act, and judgment upon the award may be entered in any court with jurisdiction.
5. Unless the arbitrators decide otherwise, each party will bear the expense of its own arbitration activities, including its appointed arbitrator and any outside attorney and witness fees. The parties will jointly and equally bear the expenses of the umpire and other costs of the arbitration.
6. The parties agree that under no circumstances will any party be liable to any other party for lost profits, or any special, indirect, consequential, treble, multiple or punitive damages of any kind, whether or not foreseeable, incurred by any other party in connection with this Agreement.

E. Governing Law and Venue. This Agreement will be governed by and construed under the laws of the State of Georgia. The parties agree that the federal courts located in, and the state courts of, Fulton County, Georgia, will have jurisdiction and be the appropriate venue for any required judicial interpretation and enforcement of this Agreement.

F. Binding Effect. This Agreement will be binding on and will inure to the benefit of the parties to it and their respective successors in interest. Should any portion of this Agreement be determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall be deemed, to the maximum extent possible, not to effect the validity and enforceability of the remainder of this Agreement.

G. Waiver. Failure of any party to insist upon strict compliance with any condition of this Agreement will not be construed as a waiver of any such condition.

H. Term of Agreement. This Agreement will continue indefinitely, until terminated by either party pursuant to the provisions in this Agreement.

I. Authority. Each party represents that the person signing this Agreement on its behalf has the authority and capacity to bind the party.

J. Execution. The parties' agreement to be bound by this Agreement may be evidenced by any one of the following methods:

1. By signature of both parties on the attached signature pages which may be executed simultaneously in two or more counterparts, each of which taken together will constitute one document and may be signed by written signature or by a facsimile of the signature of an authorized officer of any party; or
2. By signature of Producer on an ING Application for Life Appointment and Contract that includes the form of this Agreement deemed as an attachment; or
3. By Producer's submission of an application for a Contract on or after January 1, 2004.

**Company:**

ReliaStar Life Insurance Company  
ReliaStar Life Insurance Company of New York  
Security Life of Denver Insurance Company

**Producer:**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_



## Fair Credit Reporting Act Disclosure

ING America Holdings, Inc. and each of its subsidiaries (the "Company") disclose to you that a consumer report is being obtained from a consumer reporting agency for the purpose of evaluating you for employment\* as an independent contractor. It may be an "investigative consumer report" that includes information as to your character, general reputation, personal characteristics and mode of living.

- I authorize the Company, now and at any time while I am appointed and contracted to represent the Company for the sale and solicitation of the Company's products, to obtain a consumer report and/or an investigative consumer report on me.
- I authorize and request any consumer reporting agency to furnish any and all information in their possession regarding me in connection with employment\* as an independent contractor. I authorize that a photocopy of this disclosure be accepted with the same authority as the original.
- I have the right to make a written request within a reasonable period of time to receive the additional, detailed information about the nature and scope of this investigation.
- I authorize the Company to share this information with the appropriate people in the Company, including but not limited to identified persons and those involved in the licensing and contracting process.
- I understand I am not to solicit business on behalf of any Company until all required licenses and appointments have been obtained and all required contracts have been executed.

☐ I have received "A Summary of Your Rights Under the Fair Credit Reporting Act"

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

If name changed (through marriage or otherwise), print former name here: \_\_\_\_\_

\_\_\_\_\_  
Date of Birth (for identification purposes only)

\_\_\_\_\_  
Social Security Number (for identification purposes only)

\*Producers and agents are independent contractors, not employees. "Employment" is used in a non-legal sense, and includes qualification for certain programs available to independent contractors. Nothing in this form shall be construed to create an employer/employee relationship.



## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.



The FCRA gives several different federal agencies authority to enforce the FCRA:

<b>FOR QUESTIONS OR CONCERNS REGARDING:</b>	<b>PLEASE CONTACT:</b>
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4367 (Toll-Free)
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051



ReliaStar Life Insurance Company  
Home Office: Minneapolis, MN  
Administrative Office:  
P.O. Box 9190 • Des Moines, IA 50306-9190  
1-877-882-5050 FAX 1-877-788-5122

## ASSIGNMENT OF COMMISSION

From: General Agent Name: \_\_\_\_\_ Date: \_\_\_\_\_

General Agent Number: \_\_\_\_\_

For **VALUE RECEIVED**, I hereby assign and transfer unto:

Assignee Name: \_\_\_\_\_

*(Agent/Corporation to whom commissions are to be assigned)*

Assignee Agent Number: \_\_\_\_\_ Social Security/Tax ID Number: \_\_\_\_\_

Address: *Street* \_\_\_\_\_

*City* \_\_\_\_\_ *State* \_\_\_\_\_ *Zip* \_\_\_\_\_

All my right, title and interest in and to commission payable by ReliaStar Life Insurance Company as specified in the commission agreement in effect with respect to any and all policies sold on behalf of and underwritten by ReliaStar Life Insurance Company, and I hereby authorize said Company to pay such commission to the assignee.

Type of Assignment: ☐ Absolute ☐ Specific

\* If absolute assignment is checked, this applies to current and future policies submitted by me under the Assignor number(s) noted below.

\* If specific policy numbers are not given, the company will assume this is an absolute assignment.

If this is for a specific policy or policies, list policy number and insured names below:

Policy Number: \_\_\_\_\_ Insured's Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Insured's Name: \_\_\_\_\_

Assignor Name: \_\_\_\_\_

*(Agent/Corporation authorizing payment of commissions)*

Assignor Agent Number: \_\_\_\_\_ Social Security/Tax ID Number: \_\_\_\_\_

Assignor Signature: \_\_\_\_\_

Witness Signature *(required)*: \_\_\_\_\_

**RELIASTAR LIFE INSURANCE COMPANY DOES NOT ASSUME  
RESPONSIBILITY FOR THE VALIDITY OR SUFFICIENCY OF THIS ASSIGNMENT.**

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

\_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_

OR

Employer identification number

\_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_ + \_\_\_\_

List account number(s) here (optional)

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here

Signature ▶

Date ▶

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

**Other entities.** Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





ReliaStar Life Insurance Company  
("Company")  
ING Service Center  
909 Locust Street  
Des Moines, Iowa 50309

**ING Compensation Schedule  
Producer Commissions - IGA  
ReliaStar Life Insurance Company General Account  
Schedule Date: January 1, 2004**

I. Commission Rates: Unless otherwise stated, commissions are stated as a percentage of the premium paid.

I. UNIVERSAL LIFE PRODUCTS			
<b>DESIGNER LIFE SERIES</b>			
Estate Choice/Estate Choice SE			
Guaranteed Premium UL			
Guaranteed Premium SUL			
Premium Design			
Select Design			
Security Life II			
		<u>POLICY YEARS</u>	
		<u>1st</u>	<u>2nd-5th</u>
Target Premium	75.00	3.00	3.00
Excess Premium	3.00	3.00	3.00

II. TERM PRODUCTS			
<u>POLICY YEARS</u>			
<u>1st</u>			
<u>2nd-5th</u>			
<u>6th - 10th</u>			
<b>TERM SERIES</b>			
TermSmart-5	70.00	0.00	0.00
TermSmart-10	70.00	0.00	0.00
TermSmart-15	80.00	0.00	0.00
TermSmart-20	85.00	0.00	0.00
TermSmart-30	85.00	0.00	0.00

On Contracts where:

1. There is an underwritten face increase occurring on or after January 1, 2004, and
2. The First Commissionable Event took place before January 1, 2004, but the policy form is no longer available for sale on or after January 1, 2004, the rates on the increase in premium are as follows:

Target rate:	1st Year	75.00	Years 2-10	2.00
Excess rate:	1st Year	2.00	Years 2-10	2.00

II. This Schedule:

- A. Is effective as of the date stated above, or the effective date of the Agreement of which it is made a part, whichever is later; and
  - B. Is subject to the terms and conditions of the Agreement of which it is made a part but supercedes any inconsistent terms of the Agreement; and
  - C. Provides for the compensation to be paid on the sale of the identified Contracts for which the First Commissionable Event occurs while this Schedule is in effect; and
  - D. Is deemed accepted by you by submission of an application for an identified Contract on or after the effective date of the Schedule.
- This schedule provides for the only commissions payable to you by Company for the sale of the identified Contracts.

III. Definitions

- A. Target premium: The maximum amount of premium on which the first year commission rate is applicable.
- B. Excess premium: Commissionable premium paid in excess of target premium.
- C. Commissionable premium: Paid premium less premium excluded for purposes of commission determination.

IV. Commission Payment

- A. First Year
  1. Universal Life Contracts: On commissionable premiums paid up to and including the amount of the initial target premium in the first Contract year, target commission rates will be paid. On commissionable premium payments in excess of the initial target premium, excess commission rates will be paid.
  2. Term Contracts: For any Contract issued at insured's age 71 and over, the commission payable in the first Contract year will be determined by multiplying the appropriate factor from the table below by the applicable commission rate set forth above. These factors are applicable to first year commissions only.

Issue Age	Factor
71	96%
72	92%

Issue Age	Factor
73	88%
74	84%
75	80%

3. Exclusion: Any premium that is part of our normal renewal billing process or is received within 21 days prior to the first Contract anniversary may not be considered received in the first year and the applicable rate for the following Contract year will be applied.
- B. Face Increases
1. On requested increases in face amount where the planned periodic premium is also increased, the target commission rate will be paid on the amount of premium increase up to the target premium for the increase in face amount for the first year of increase. On commissionable premium payments in excess of the increase in target premium, excess commission rates will be paid.
  2. Commissions are payable on the increase in commissionable premium for the increase in face amount at the rate indicated in the current commission supplement effective at the time of the change.
- C. Riders
1. At issue, commissions on premiums paid on certain additional benefits or riders will be the same percent specified for commissions on premiums for the Contract to which the additional benefit rider is attached.
  2. If added after issue, Company's discretion will govern as to the commissions on the first year premiums for certain additional benefit riders.
- D. Commission Adjustment Events
1. Term Contracts: The policy fee is not commissionable.
  2. Commissions will not be paid on:
    - a. Premiums waived;
    - b. Group conversions; and
    - c. Premiums paid in advance (except as they are applied toward payment of current premium).
  3. Substandard Ratings
    - a. Universal Life Contracts: Target premiums on all Contracts issued with substandard table ratings will be adjusted to reflect the rating up to table D (200%). Target premiums for Contracts issued with a table rating in excess of table D will be determined as if the Contract was rated table D. Because commissions are not payable on flat extras, the commissionable premium in such situations does not include the flat extra premium.
    - b. Term Contracts: Full commissions are payable for substandard table extra premiums through class P (500%). No commissions are paid on flat extra premiums.
- E. Special Rules
1. Company's discretion shall govern as to the commissions payable on:
    - a. Contract changes, exchanges, or replacements, including but not limited to, those involving an ING Affiliate Company;
    - b. First year premiums for a Contract applied for within 12 months before or after a previously existing Contract on the same life is reduced or terminated;
    - c. Any Contract not identified in this Schedule;
    - d. Policy fees; and
    - e. Adjustments and increases on Contracts no longer being sold by Company.
  2. Company's discretion shall also govern with respect to whether Company will charge to a General Agent's commission or other compensation account the cost of renewing the Producer's appointments and the cost of non-resident appointments to the Producers.
  3. The payment of compensation not expressly covered by the terms of this Schedule shall be governed by the applicable rules of Company and the Company's discretion.
- V. Chargebacks: In the following circumstances Company will require reimbursement from any person or entity receiving compensation equal to 100% of the compensation paid according to this Schedule and attributable to the Contract or, if applicable, attributable to the decreased death benefit:
- A. When a policy is lapsed or surrendered during the first 13 months, is returned to Company for refund of premium during the Free Look Period as described in the policy form, or has a requested decrease to the death benefit during the first 13 months; and
  - B. When Company refunds a premium payment, for any reason and at any time, for which compensation has been paid according to this Schedule.
- VI. Agent of Record Change. Compensation will be paid to those persons and entities identified at the time of the First Commissionable Event of each Contract; and no modifications will be accepted except those made in accordance with the General Account Change Procedures set forth on the Producer/Distributor Website at the time of any requested modification.

# CPS PRODUCER PROFILE

Please complete this form, and return it to us. We must have a completed and signed version of this form on file for each CPS producer.

Agent Name \_\_\_\_\_

Company/Corporation Name \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Social Security # \_\_\_\_\_ Tax ID # \_\_\_\_\_

Insurance License Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier \_\_\_\_\_

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? \_\_\_\_\_

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\*\*\*\*\* Important, please see other side \*\*\*\*\*

CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

\_\_\_\_\_  
Producer

\_\_\_\_\_  
Date

We appreciate your business.

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CPS INSURANCE SERVICES / CA LIC.# 0571612  
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606  
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255  
LICENSING DEPARTMENT FAX 949-225-7157