



ING (Reliastar) Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____

Documents To Be Completed & Returned:

- IGA Producer Transmittal [128152]
- Application for Appointment and Contract [128225]
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Proof of E&O
- Authorization Agreement for Compensation Direct Deposit [133854] (OPTIONAL)
- Assignment of Commission [128051] (OPTIONAL)
- ING Application for Annualization [131352] (OPTIONAL)
- Annualization Agreement [131417] (OPTIONAL)

SEND TO:

Mail: Attention: Life Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038

Fax: (215) 233-3140

IGA PRODUCER TRANSMITTAL



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

To be completed by General Agent

APPOINTMENT REQUESTEDAppointment Type *(choose one)*

- General Account & Variable
 General Account Only
 Variable Only

With the following ING Company(ies)

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

Bonus Level and Payment Method

- Stepped Bonus
 Capped Bonus 1 2 3 4 5
 Specified Bonus *(Indicate Percentage)* _____ %
 Flat Bonus *(Indicate Percentage)* _____ %
 No Bonus

Bonus Effective Date

- January 1 of Current Year
 Contract Effective Date _____

Annualization

- General Account - **Sales Vice President Approval Required.** *(Complete Application for Annualization #131417.)*
 VUL - Requires amendment to broker/dealer selling agreement. *(Call 1-800-525-9852, Ext. 2227 or 4982.)*

NEW BUSINESS ALERT

NOTE: New Business has been submitted by this Producer/Registered Representative *(In accordance with State Insurance Business Regulations).*

For the following Company(ies)

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

Product Line *(must be indicated)*

- General Account or Term
 VUL

APPLICANT INFORMATION

Applicant Name (Producer/Registered Representative) _____

Company/Corporation/Agency Name _____

Broker/Dealer Name (if applicable) _____

Social Security Number or Tax Identification Number _____

- New Producer *(Complete and attach form #128225)*
 New Associate General Agent (AGA)

- Requirements:
- Minimum of 5 producers must report to AGA.
 - 50% of AGA total production must be generated by their producers.
 - SVP approval required for AGAs at Level 9.

- Change in Hierarchy Level/Compensation Level *(complete and attach form #128225, part D, page 2).*

CONTRACTING CHECKLIST

NOTE: Unless contracted with an ING Company in the last 30 days, the following items must be completed and included with the ING Application for Appointment.

- W9 Request for Taxpayers Identification and Certification Form - *For New York producers only.*
- Copy of current insurance licenses for all states and product types (fixed and variable) in which you are requesting appointment.
- NASD CRD Status Report *(for variable business only).*

MANAGEMENT HIERARCHY

General Agent _____ General Agent # _____

VUL Wholesaler _____ VUL Wholesale # _____

Applicant's Immediate Upline _____ Immediate Upline # _____

APPLICATION FOR APPOINTMENT AND CONTRACT

ReliaStar Life Insurance Company, Minneapolis, MN
ReliaStar Life Insurance Company of New York, Woodbury, NY
Security Life of Denver Insurance Company, Denver, CO
Members of the ING family of companies
Service Office: PO Box 9190, Des Moines, IA 50306-9190
Phone: 877-882-5050, Fax: 877-788-5122



If you are an employee of a licensed entity, please do not use this form. Employees must complete and submit Form #128391 (Application for Wirehouse/Bank Appointment).

NEW BUSINESS (If providing a Client name, the Client SSN is also required.)

I am submitting the following New Business: Policy Number (if applicable) _____ App Sign Date _____
Client Name _____ Client SSN _____ State _____

A. APPLICANT INFORMATION (Provide former address if you have lived at your current address less than 2 years.)

Applicant/Producer Name (First) _____ (Last) _____ (M.I.) _____
Birth Date _____ SSN _____ Gender: Male Female
E-mail _____
Residence Street Address _____
City _____ State _____ ZIP _____
Producer Phone (_____) _____ How long at your current residence? Years _____ Months _____
Former Residence Street Address _____
City _____ State _____ ZIP _____
Business Phone (_____) _____ Business Fax (_____) _____
Business Street Address _____
City _____ State _____ ZIP _____

CORPORATE CONTRACT ONLY: Complete this section **only** if you are the signing officer of the corporation and are contracting both you and your corporation, with your individual commissions being paid to your corporation. Do **not** complete this section if you are an agent having your commissions paid to a corporation and are not the signing officer. By signing this contract as a signing officer of your company, you agree to have your commissions paid to the TIN.

Agency Name _____ TIN _____

B. QUESTIONNAIRE (Please respond to all questions for you personally and any organization over which you have exercised control. If you answer "Yes" to any questions, you must attach an explanation with all relevant information and supporting documents.)

1. Are you currently a registered representative with FINRA? Yes No
Provide CRD number if you are a registered representative. _____
2. Have you ever had an insurance and/or securities license or registration under another name? Yes No
If yes, please provide that name. _____
3. Have you ever been discharged or permitted to resign from your employment appointment because you were accused of fraud or wrongful taking of property, violating investment-related or insurance-related statutes, regulations, rules or industry standards of conduct, or violating company rules? Yes No
4. Within the past 10 years, have you ever initiated bankruptcy proceedings or declared bankruptcy? Yes No
5. 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, or do you have any unsatisfied liens or judgements? Yes No
6. Within the past 10 years, has any insurance carrier canceled your contract or appointment for any reason other than lack of production? Yes No
7. Within the past 10 years, have you ever had a complaint filed against you that resulted in a fine, penalty, censure, cease and desist order, consent order or disciplinary action? Yes No
8. With the exception of routine traffic violations, have you ever been charged with, convicted of or pled guilty or nolo contendere (no contest) to a misdemeanor or felony? Yes No
9. Are you involved in any pending or current litigation, investigations, complaints, or E & O claims or has any E & O carrier denied, paid claims on, or canceled your coverage? Yes No
10. Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company? Yes No
11. Has a bonding company ever denied, paid out on, or revoked a surety or fidelity bond for you, or is there any reason you cannot secure a bond? Yes No
12. Have you ever been charged with or convicted of or pled guilty or nolo contendere (no contest) to violating state insurance department, federal or state securities, or investment-related regulations or statutes, or have you ever had your insurance license or securities registration suspended, revoked, investigated, audited or had a license denied? Yes No

C. ERRORS & OMISSIONS INFORMATION *(Errors & Omissions certificate not required if this section is completed.)*

Provide E & O Coverage Carrier *(required)* _____ Policy # *(required)* _____

D. PRODUCER ANTI-MONEY LAUNDERING (AML) TRAINING REQUIREMENT

The Financial Crimes Enforcement Network (FinCEN), a bureau of the U.S. Department of Treasury, enacted regulations surrounding the anti-money laundering (AML) programs for insurance companies, which took effect May 2, 2006. The Company requires that all producers selling or servicing specified products complete AML training and certify with ING at the time of contracting. In addition, under these regulations, ING requires that all agents selling specified products recertify their AML training biennially based on the date the last certification was completed.

Producers meeting the following are recognized as having completed their required AML obligations without further documentation:

- Currently have an active variable annuity or variable life contract with ING.
- Currently affiliated (commissions paying to) with a wirehouse when soliciting/servicing life insurance policies offered by ING
- Currently affiliated with a broker/dealer or bank, or with an agency of a broker/dealer or bank, whose ING selling agreement covers all associated agents under a blanket AML certification. Please check with your broker-dealer or bank compliance office. You may also call ING at 877-882-5050 to speak with an ING Licensing Representative.
- Completed the AML course using LIMRA as the training service (aml.limra.com)

If you have not met one of the above qualifications, you will be required to certify your AML training completion by:

- Submitting an AML training certificate of completion sponsored by an ACLI or FINRA recognized organization.
- Submitting an AML training certificate of completion sponsored by an ING approved training organization (list available by calling your ING Licensing Representative).
- Completing the AML course using LIMRA as the training service (aml.limra.com).
- Completing the ING AML Training Certificate of Completion (Form #137305).

Failure to certify your AML training may lead to delays in new business issuance. Failure to re-certify your AML training may lead to delays in new business issuance beyond the AML training expiration date. **Note:** Term Life policy issuance, with the exception of term products with Return of Premium product features, will not encounter delays due to AML training certification requirements.

E. AGREEMENT/APPOINTMENT INFORMATION

Check Agreement Type: General Agent (Order #131419) Producer (Order #131420)

Check Requested Company Appointments

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

F. COMPENSATION *(Indicate Commission Schedule Level Codes¹)*

ReliaStar Life Insurance Company

Variable
(For ING Financial Partners Registered Reps Only)

General Account	Level Code ¹		Level Code ¹
Target Compensation	<input type="text"/>	Target Compensation	<input type="text"/>
Excess/Renewals	<input type="text"/>	Excess/Renewals/Trails	<input type="text"/>
Term Target Compensation	<input type="text"/>		
Term Renewals	<input type="text"/>		

ReliaStar Life Insurance Company of New York *(Requires New York License)*

Variable
(For ING Financial Partners Registered Reps Only)

General Account	Level Code ¹		Level Code ¹
Target Compensation	<input type="text"/>	Target Compensation	<input type="text"/>
Excess/Renewals	<input type="text"/>	Excess/Renewals	<input type="text"/>
Term Target Compensation	<input type="text"/>		
Term Renewals	<input type="text"/>		

Security Life Of Denver Insurance Company

Variable
(For ING Financial Partners Registered Reps Only)

General Account	Level Code ¹		Level Code ¹
Target Compensation	<input type="text"/>	Target Compensation	<input type="text"/>
Excess	<input type="text"/>	Excess	<input type="text"/>
Renewals Years 2 - 10	<input type="text"/>	Renewals	<input type="text"/>
Renewals Years 11+	<input type="text"/>	Trails	<input type="text"/>
Trails	<input type="text"/>		

¹ Enter the 2 digit Level Code from the appropriate Commission Grid (i.e., "07").

G. BROKER-DEALER INFORMATION (for Variable Appointment only)

I am requesting VUL appointment

Broker-Dealer Name _____ CRD Number _____

Broker-Dealer signature is required unless the ING Life Broker-Dealer Selling Agreement includes a background amendment.

Broker-Dealer Verification/Recommendation: 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 the 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 Officer Signature
(Required for Variable Appointment.) _____ Date _____

Broker-Dealer Officer (please print) _____

H. 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 to comply with applicable state laws with regard to solicitation of business prior to appointment and contracting.
- 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. 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 also acknowledge by my signature below that I authorize the Company, now or in the future, to obtain a consumer and/or investigative consumer report on me, and that I have received from the Company all disclosures required by the Fair Credit Reporting Act.**
- **I have received and read the Agreements, including specified Compensation Schedules, that are listed above 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 above.**

I. AUTHORIZATIONS AND ACKNOWLEDGEMENTS

Under penalty 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 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.
3. I am a U.S. citizen (including U.S. resident alien)

INSTRUCTIONS: You must cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return and you have not received notice from the IRS advising that backup withholding has terminated.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Print Applicant/Producer Name
(Corporate/Agency Name if applicable) _____

The signing officer's signature, for corporate direct deposit request, must be the signature of the signing officer that ING has on record.

 Applicant/Producer Signature
(Corporate/Agency Officer if applicable) _____ Date _____


Corporate/Agency Contact Name _____ Phone (_____) _____

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

Print Associate General Agent Name (if applicable) _____ Associate General Agent Code(s) (if applicable) _____

 Associate General Agent Signature (if applicable) _____ Date _____

Print General Agent Name (required unless same as Applicant) _____ General Agent Code(s) (if applicable) _____

 General Agent Signature (required unless same as Applicant) _____ Date _____

General Agent Code(s)

ReliaStar Life: General Account (7 digit code) _____ Variable (5 digit code) _____

ReliaStar Life of New York: General Account (7 digit code) _____ Variable (5 digit code) _____

Security Life of Denver: General Account (6 digit code) _____ Variable (6 digit code) _____

Please list Producer's full upline or hierarchy.

Level 2 (if applicable) _____ Agent # or SSN _____

Level 3 (if applicable) _____ Agent # or SSN _____

Level 4 (AGA, if applicable) _____ Agent # or SSN _____

Level 5 GA _____ Agent # or SSN _____

J. GENERAL AGENT CHECKLIST (Failing to include one of the below items will result in a delay of contracting and therefore a delay in the issuing of new business.)

Please verify the following critical items are completed.

- Corporate information is completed in Part A, if applicable. For questions about your agency's or corporation's appointment, please call Licensing at 877-882-5050.
 - E&O Coverage Information is listed in Part B. If carrier and policy # are listed in Part B, a copy of the certificate is not needed.
 - All Yes and No questions in Part C have been completed. If there is a "yes" answer, then supporting documentation is included.
 - Producer or General Agent Agreement Type in Part E is checked and Producer Agreement is provided to Agent.
 - Compensation Codes are indicated in Part F and Compensation Schedules are provided to Agent.
 - For Variable Appointments, Broker-Dealer Name and Officer Signature are completed in Part G.
 - Producer signed Part I.
 - If applicable, any overriding producers are indicated below.
 - If applicable, AGA signed.
 - Your General Agent signature and General Agent code(s) are included.
 - Fair Credit Reporting Act Disclosure (Order #130294) is provided to Agent.
-

K. ADMINISTRATIVE OFFICE/INTERNAL USE ONLY

Approved by SVP (please print) _____ Region Code _____

 SVP Signature _____ Date _____

AUTHORIZATION AGREEMENT FOR COMPENSATION DIRECT DEPOSIT

Mail or Fax completed form to:

ING Service Center, 909 Locust Street, Des Moines, IA 50309

Fax: 877-788-5122



Note: Compensation information is available on ING for Professionals (www.ing.com/us/prologin).

A. BUSINESS UNITS *(All Companies will be set up for direct deposit unless otherwise specified.)*

Life - Including Strategic Distribution *(Contact Phone: 877-882-5050):*

ReliaStar Life Insurance Company (includes ReliaStar Life Insurance Company of New York)

Security Life of Denver Insurance Company

Security Life of Denver Insurance Company (formerly Southland Life Insurance Company)

ING Financial Solutions & Annuities *(Contact Phone: 800-369-5307):*

ING USA Annuity and Life Insurance Company (includes Fixed and Variable Annuities for RLNY)

ING Life Insurance and Annuity Company (ILIAC)

Retirement Services:

ReliaStar Life Insurance Company (Annuities/Education) *(Contact Phone: 877-882-5050)*

ING Life Insurance and Annuity Company (ILIAC) *(Contact Phone: 888-238-6297)*

Hereinafter called the "Company."

I do not wish to have all my ING Company commissions paid by direct deposit. Please pay my commission by direct deposit for the following business units only. *(Please list business units)* _____

B. INSTRUCTIONS FOR DEPOSIT *(See sample below. Please note that for the Retirement Services Business Unit, ReliaStar Life Insurance Company ("ReliaStar") cannot support direct deposits spread across more than one account, nor can it support a direct deposit to a savings account. If the Two Accounts option is selected, only the first account will be utilized for ReliaStar/Retirement Services compensation. If a Savings account option is selected, ReliaStar/Retirement Services compensation will be paid by check.)*

One Account: Deposit 100% of my compensation into Account #1.

Two Accounts: Deposit _____ % of my compensation into Account #1. Balance will be deposited into Account #2.

Account #1 Checking Savings

Financial Institution Name _____ Transit/ABA Number _____

Account Owner Name *(Required)* _____ Account Number _____

Branch Address _____

Account #2 Checking Savings

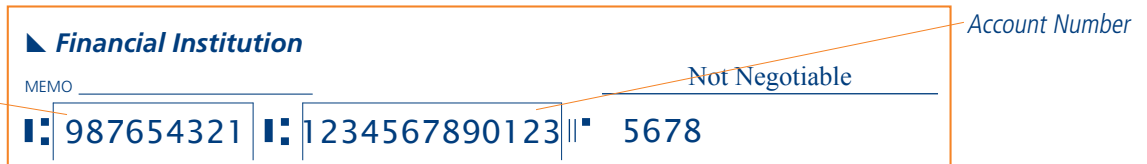
Financial Institution Name _____ Transit/ABA Number _____

Account Owner Name *(Required)* _____ Account Number _____

Branch Address _____

Sample Check

Routing Number (9 digits)



C. AUTHORIZATION

I hereby authorize the Company to initiate credit entries and, if necessary, adjustments for credit entries in error to the checking and/or savings account indicated on this form. This authority is to remain in full effect until the Company has received written notification from me of its termination. I understand that this authorization is subject to the terms of any agent or representative contract, commission agreement, or loan agreement that I may have now, or in the future, with the Company.

Signature _____ Date _____

Print Name _____ Phone (_____) _____

SSN/TIN *(Last 4 digits only)* or Agent/Agency Number _____

For corporate direct deposit request, the signature must be that of the signing officer on record with the Company.

Name of Corporation *(if applicable)* _____

ASSIGNMENT OF COMMISSION GENERAL ACCOUNT

ReliaStar Life Insurance Company, Minneapolis, MN
 ReliaStar Life Insurance Company of New York, Woodbury, NY
 Security Life of Denver Insurance Company, Denver, CO
Members of the ING family of companies
 (the "Company")
 Service Office: PO Box 9190, Des Moines, IA 50306-9190
 Phone: 877-882-5050, Fax: 877-788-5122



ASSIGNMENT REQUESTED FOR THE FOLLOWING COMPANIES

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

ASSIGNEE INFORMATION *(Agent/Corporation to receive commissions. Assignee must be licensed and appointed if required by state regulation (i.e. Virginia)).*

Assignee Agent Number _____ SSN/TIN _____

Assignee Street Address _____

Assignee City _____ State _____ ZIP _____

ASSIGNMENT

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

Assignee Name _____

all my right, title and interest in and to commissions payable by the Company indicated above as specified in commission agreements in effect with respect to any and all policies sold under the assignor agent number listed below, and I hereby authorize said Company to pay such commissions to the Assignee unless and until the this Assignment is released by Assignee. I understand that the Company will report income paid under this Assignment to Assignee for tax purposes.

 Assignor Signature _____ Date _____

ASSIGNOR INFORMATION *(Agent/Corporation assigning commissions)*

Assignor Name _____

Assignor Agent Number _____ SSN/TIN _____

ADDITIONAL INFORMATION

Assignor General Agent Name _____ Assignor General Agent Number _____

Assignee Signing Officer Name _____ Signing Officer SSN _____

THE COMPANY DOES NOT ASSUME RESPONSIBILITY FOR THE VALIDITY OR SUFFICIENCY OF THIS ASSIGNMENT.

ING APPLICATION FOR ANNUALIZATION GENERAL ACCOUNT

ReliaStar Life Insurance Company, Minneapolis, MN
 ReliaStar Life Insurance Company of New York, Woodbury, NY
 Security Life of Denver Insurance Company, Denver, CO
Members of the ING family of companies
 (the "Company")
 ING Service Center, 909 Locust St., Des Moines, IA 50309
 Fax: 877-788-5122



APPLICANT INFORMATION

Applicant Name _____ SSN (Last 4 digits only) _____

Business Address _____

City _____ State _____ ZIP _____

Phone _____ E-mail Address _____

CONTRACT ADVANCE AND ANNUALIZATION RATE *(Please see Quick Guide)*

For the following Companies:

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

Indicate Annualization Rate to be applied to Commissions _____%

Maximum Amount Of Advance On Any One Contract \$ _____

Maximum Total Advance To Applicant On All Contracts \$ _____

AUTHORIZATION / ACKNOWLEDGEMENT *(Form will be returned if not signed.)*

The undersigned Applicant hereby affirms that the preceding answers are true, correct, and complete. By signing below, Applicant authorizes the Company to make a thorough investigation of this information and releases from all liability any persons, companies or corporations supplying information. Applicant further authorizes the Company to review the results of the investigation with the General Agent, and Associate General Agent if any, that is recommending Applicant for annualization to the Company by signature below.

 Applicant Signature _____


Agent Number _____ Date _____

 Associate General Agent Signature
(if applicable) _____

Agent Number _____ Date _____

 General Agent/Managing Director Signature
(if other than Applicant) _____

Agent Number _____ Date _____

 Sales Vice President Signature _____ Date _____

ANNUALIZATION AGREEMENT - GENERAL ACCOUNT

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

A member of the ING family of companies

c/o ING Customer Service Center, 909 Locust St., Des Moines, IA 50309

Fax: 877-788-5122



In consideration of the following terms and conditions, this Annualization Agreement - General Account (the "Agreement") is between the following parties and made effective as of the Effective Date stated below.

I. PARTIES

- A. Company:** ReliaStar Life Insurance Company
ReliaStar Life Insurance Company of New York
Security Life of Denver Insurance Company
(As indicated above.)

Address: c/o ING Customer Service Center
Attn: Distributor Services
909 Locust St.
Des Moines, IA 50309
Fax: 877-788-5122

- B. Applicant (*General Agent or Producer*):**

Individual or Legal entity _____
Street Address _____
City _____ State _____ ZIP _____
E-mail _____ Fax _____

- C. Guarantor:**

General Agent (required unless Applicant is the General Agent)

Individual or Legal entity _____
Street Address _____
City _____ State _____ ZIP _____
E-mail _____ Fax _____

Associate General Agent (if applicable)

Individual or Legal entity _____
Street Address _____
City _____ State _____ ZIP _____
E-mail _____ Fax _____

II. DEFINITIONS

- A. "**Applicant**" (or "you" or "your" or "yours") means a General Agent or Producer contracted and appointed with the Company. The terms "General Agent" and "Producer" include the named party, heirs, representatives, officers, directors, employees and assigns.
- B. "**Company**" means the company or companies indicated above. If you are contracted and appointed with more than one Company, the parties agree that this Agreement is to be construed as a separate and distinct Agreement between you and each of the Companies with which you are contracted and appointed. Except with respect to recovery of any Advances or Debit Balances in accordance with the provisions of this Agreement, the rights, obligations and responsibilities between you and one Company are distinct from the rights, obligations and responsibilities between you and the other Company. No Company will have responsibility or liability for the acts and omissions of the other Company under this Agreement.

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- C. "**Eligible Commissions**" means first year base commissions, excluding commissions paid on excess premiums and EAP, as provided in the applicable Compensation Schedule.
 - D. "**Eligible Contracts**" means any general account life insurance contract issued by a Company in which the First Commissionable Event occurs while this Agreement is in effect.
 - 1. Eligible Contracts include:
 - a. Contracts paid by Electronic Funds Transfer and Bank Draft on a monthly pay mode; and
 - b. Contracts paid by list Military Allotment or List Bill on all modes.
 - 2. Eligible Contracts exclude:
 - a. Contracts paid by direct pay; and
 - b. Contracts insuring yourself, your immediate family members (spouse, children, parents and siblings); and
 - c. Term conversions and internal exchanges.
 - E. "**First Commissionable Event**" means the first date on which the Company applies premium to a Contract that is issued and inforce, except when there is an exchange and commissions are advanced.
 - F. "**ING Affiliate Company**" means any legal entity, other than a Company, that is a subsidiary of ING America Insurance Holdings, Inc.
 - G. "**Notice**" means written notice:
 - 1. Deemed given when received by facsimile or e-mail transmission; or placed in the U.S. mail, postage prepaid; or sent by overnight courier service; and
 - 2. Addressed to the applicable address, facsimile number, or e-mail address stated in this Agreement, unless Notice has been given to the other party of a change of address.

III. ADVANCES

- A. In its sole discretion, any Company may advance to you certain amounts in excess of commissions actually earned and payable to you on Eligible Contracts (the "Advances").
- B. You understand and agree that any Advances are your obligation and indebtedness and that you are liable to repay any Advances to any Company.
- C. Either party or a Guarantor may terminate this Agreement at any time upon Notice to the others.

IV. CONDITIONS FOR ADVANCES

- A. Once your Application for Annualization (Eship # 131352) has been approved by Company, the maximum Advance on any one Eligible Contract, the total maximum Advance to you on all Eligible Contracts and the annualization rate of Eligible Commissions will be as stated on that Application for Annualization, which is made a part of this Agreement.
- B. Any Contract changes after the First Commissionable Event, such as face increases or additions, will not cause recalculation of an Advance.
- C. A thirteen (13) month premium persistency rate of 80% or better on all Company Contracts must be continuously maintained to remain eligible for Advances.

V. PROMISSORY NOTE

- A. You promise to repay each Advance at the earliest of the following dates:
 - 1. Twelve (12) months after your receipt of the Advance; or
 - 2. Immediately if the Eligible Contract on which you received the Advance is returned to Company for refund of premium during the Free Look Period as described in the Contract form, or is lapsed or surrendered during the first twelve (12) months after your receipt of the Advance; or
 - 3. Immediately if the Contract on which you received the advance ceases to qualify as an Eligible Contract, or reduces planned premium payments;
 - 4. Immediately after termination of your ING Life Companies General Agent or Producer Agreement; or
 - 5. Immediately after demand and Notice by Company.
- B. Repayment to Company will be made at Company's address, or such other place as Company may designate in writing.
- C. If any amount is not paid within the stated time period, the amount will bear interest at the rate posted on the Producer/Distributor Website, as it may be amended and renamed from time to time, but in no event in excess of that permitted by applicable law. The Producer/Distributor Website is a website for General Agents and Producers that provides information regarding Company. In 2008 it is known as ING for Professionals Website.
- D. You are responsible to the Company for the payment of one hundred percent (100%) of Advances, which are part of your "Debit Balance" as defined in your ING Life Companies General Agent or Producer Agreement. You grant to any Company a first lien on and the right to apply any amount due to you from any Company and any ING Affiliate Company to offset your Debit Balance or other amounts you owe to any Company or any ING Affiliate Company.

- E. In the event of default, you agree to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of any amounts due under this Agreement.
- F. By signing this Agreement, you represent and warrant that:
 - 1. You have not assigned, transferred, mortgaged or otherwise encumbered any commissions on Eligible Contracts; and
 - 2. You do not have any lawsuits or proceedings pending or threatened against you.

VI. GENERAL TERMS

- A. Any failure by any Company to insist upon strict compliance with the terms or conditions of this Agreement will not be construed as a waiver unless specifically agreed to by the Company in writing.
- B. Company may assign this Agreement at any time and to any person or entity.
- C. Company may amend any part of this Agreement by giving Notice to you. No oral promises or representations will be binding.
- D. Each party represents that the person signing this Agreement on its behalf has the authority and capacity to bind the party.
- E. This Agreement will be governed by and construed under the laws of the State of New York except its choice of law rules. The parties consent to exclusive jurisdiction and venue in the federal courts located in, and the state courts of, Fulton County, Georgia.
- F. THE PARTIES AND GUARANTOR(S) WAIVE THEIR RIGHTS TO A JURY TRIAL.
- G. THE PARTIES AND GUARANTOR(S) 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.

VII. AUTHORIZATION

Effective Date (mm/dd/yyyy) _____

Company

 By (Signature) _____ Date _____

Name (please print) _____

Title _____

Applicant

 By (Signature) _____ Date _____

Name (please print) _____

Title _____

Guarantee

In consideration of the benefits derived by Guarantor(s) resulting from Advances made to Applicant by any Company, each Guarantor absolutely and unconditionally guarantees the payment of all Advances made by any Company to Applicant pursuant to this Agreement without regard to any circumstances that might constitute a legal or equitable defense of a surety or guarantor. Any Company may enforce a Guarantor's obligation without first suing Applicant or any other Guarantor. Each Guarantor grants to each Company a first lien on and the right to apply any amount due or to become due to a Guarantor from any Company and any ING Affiliate Company to offset any amounts due from a Guarantor under this Agreement.

Guarantor (A Guarantor is required unless Applicant is a General Agent/Managing Director.)

General Agent/Managing Director (If applicable.)

 By (Signature) _____ Date _____

Name (please print) _____

Title _____

Associate General Agent (If applicable.)

 By (Signature) _____ Date _____

Name (please print) _____

Title _____