

## FIXED ANNUITIES AGENT CONTRACT TRANSMITTAL

ING USA Annuity and Life Insurance Company, Des Moines, IA  
 ReliaStar Life Insurance Company of New York, Woodbury, NY  
*Members of the ING family of companies*  
 Service Office: PO Box 1593, Des Moines, IA 50309-1593  
 Phone: 800-369-5305 Fax: 515-698-2010



**NOTE:** This form applies to ING USA Annuity and Life Insurance Company and ReliaStar Life Insurance Company of New York agent contracts.

**ING FIXED ANNUITIES AGENT TRANSFER POLICY**

Any agent contracted with us will be immediately eligible to transfer to another hierarchy if he or she has had no production within the past six months. This includes new agents that have never had production with us. Production is defined as new business submitted to us, first-year commissions generated or override commissions generated by new business. The transfer will only be processed when new business is submitted.

There is no change in transfer rules for producing agents: Once we receive a transmittal for an actively producing agent, the agent will be transferred six months from the date of the last production as defined above.

**1. PERSONAL INFORMATION**

Agent Name *(Please print.)* \_\_\_\_\_ Social Security # \_\_\_\_\_

Corporate Name *(if different from agent)* \_\_\_\_\_

**2. ONLY COMPLETE THIS SECTION if you will NOT sell any ING Fixed Annuity products through your Broker Dealer, or if you DO NOT have an association with a Broker Dealer.**

Agent Commission Level \_\_\_\_\_ *(For Transfers Only: The commission level must be the same or less than the agent's current level; the new commission level cannot exceed the agent's current commission level.)*

Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**3. ONLY COMPLETE THIS SECTION if you will sell ALL or SOME ING Fixed Annuity products through your Broker Dealer. (Business sold through Broker Dealers shall be governed by Broker Dealer instructions.)**

Agent Commission Level<sup>1</sup> \_\_\_\_\_ Broker Dealer Name \_\_\_\_\_ Contract # \_\_\_\_\_

<sup>1</sup> If Commission Level is left blank, all commissions will be paid to your Broker Dealer.

Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

If applicable, list your Marketing Organization for ING Fixed Annuity products **NOT** sold through your Broker Dealer.

Agent Commission Level \_\_\_\_\_ Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**4. CONTACT INFORMATION**

Residence Address \_\_\_\_\_ Apt/Suite # \_\_\_\_\_

Residence City, State, ZIP \_\_\_\_\_ Residence Phone \_\_\_\_\_

Business Address \_\_\_\_\_ Suite # \_\_\_\_\_

Business City, State, ZIP \_\_\_\_\_ Business Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax \_\_\_\_\_

**5. AUTHORIZATION**

I am making a request to transfer my current reporting status, in accordance with applicable transfer policies, to change my commission level or to change my contact information.

By signing below, I acknowledge all information above as accurate to the best of my knowledge.

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

**FIXED ANNUITIES APPLICATION FOR AGENT APPOINTMENT**

ING USA Annuity and Life Insurance Company  
 A member of the ING family of companies  
 909 Locust Street, Des Moines, IA 50309-2899  
 Phone: 800-369-5305 Fax: 515-698-2010 INGDS@us.ing.com



**AGENT INFORMATION**

Agent Name \_\_\_\_\_ Agent SSN \_\_\_\_\_  
 Agent Birth Date \_\_\_\_\_ Agent Home Phone \_\_\_\_\_ Agent NPN \_\_\_\_\_  
 Agent Home Street Address \_\_\_\_\_ Apt./Suite # \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
**Email Address (Required for electronic notification upon completion.)** \_\_\_\_\_  
 Business Phone \_\_\_\_\_ Business Fax \_\_\_\_\_  
 Business Mailing Address \_\_\_\_\_ Suite # \_\_\_\_\_  
 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. You agree that you will be bound in your individual capacity as agent by each and all of the terms and conditions of this Contract, separate and distinct from the obligations, privileges and liabilities that attach to the company on whose behalf you have signed as an officer.

Agency Name \_\_\_\_\_ TIN \_\_\_\_\_

Are you currently or have you ever been a registered representative with FINRA (formerly NASD)? .....  Yes  No  
 If yes, please provide C.R.D. Number, even if not currently registered \_\_\_\_\_  
 Have you ever had an insurance and/or securities license or registration under another name? .....  Yes  No  
 If yes, please provide that name \_\_\_\_\_  
 Do you have Errors & Omissions (E&O) coverage? .....  Yes  No  
 E & O Coverage Carrier \_\_\_\_\_ Policy # \_\_\_\_\_

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

1. 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
2. Within the past 10 years, have you ever initiated bankruptcy proceedings or declared bankruptcy? .....  Yes  No
3. 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
4. Within the past 10 years, has any insurance carrier canceled your contract or appointment for any reason other than lack of production? .....  Yes  No
5. 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
6. 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 misdemeanor or felony? .....  Yes  No
7. 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
8. 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
9. 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
10. Have you ever been 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

**ACKNOWLEDGEMENTS**

I hereby certify that my answers to the questions contained in this application are true and correct. I acknowledge that ING USA Annuity and Life Insurance Company (*hereinafter called the "Company"*) has informed me of the Company's practice to conduct routine investigative reports on agents for licensing purposes, initial and renewal state appointments, and at any time the Company, at its discretion, deems it necessary to conduct background investigations. I expressly authorize the Company to conduct these investigations and authorize all persons and entities (*including past and present employers*) to provide the Company all requested information.

I also expressly authorize the Company, for the purpose of facilitating the licensing and appointment process, to share information gathered as a result of these investigations with my agency and/or broker-dealer (*including any third parties authorized by my agency and/or broker-dealer*). I release from liability all persons and entities which supply said information to the Company and agree to hold the Company harmless from any liability for conducting this investigation. I authorize the Company to use these investigative reports and to provide these reports and any other pertinent information to all ING affiliate companies and to third parties where the third parties' legal interests and/or obligations are involved.

I authorize the Company to share any financial, business, legal, tax or work performance history regarding me that it receives from third parties, from any ING affiliate companies or which is generated by the Company or from the ING affiliate companies' data source that is not part of the investigative report, with all other ING affiliate companies.

I also authorize the Company to share my debt balance information with agents, agencies or other third parties that assume my debt balance responsibilities, as well as debt collection agencies and debt reporting services.

I hereby certify that I have read, understand and agree to be bound by the Agent's Licensing Contract ("ALC") attached to the original Application for Agent's Appointment. I represent and warrant that I have not altered, modified or otherwise changed the terms of the ALC in any fashion. I acknowledge the ALC will form a part of my agent contract if this application is accepted by the Company. The undersigned Person (*hereinafter called "Agent," "You," or "Yourself"*), in consideration of your undertaking to sell the Company's products for the consideration as stated in the Agent's Licensing Contract (the "Contract") and Commission Schedule(s) attached hereto and made a part hereof, mutually agree to the terms of said Contract.

**Anti-Money Laundering (AML) Training Requirements**

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 re-certify 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 800-369-5305 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.

**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 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 (b) 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 strike out the language certifying that you are not subject to backup withholding due to underreporting 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 IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**I also certify by my signature below that I authorize the Company, now or in the future, to obtain an investigative consumer report on me.**

**I agree to read and abide by the Company's Business Guidelines and other Company policies and procedures located at [www.ing.us/professionals](http://www.ing.us/professionals) or [www.ingforprofessionals.com](http://www.ingforprofessionals.com).**

**Signature of Applicant/Agent \_\_\_\_\_ Date \_\_\_\_\_**

**COMPLETE BY AGENT, MARKETING ORGANIZATION OR BROKER DEALER PRIOR TO SUBMISSION.**

**1. ONLY COMPLETE THIS SECTION if you will NOT sell any ING Fixed Annuity products through your Broker Dealer, or if you DO NOT have an association with a Broker Dealer.**

Agent Commission Level \_\_\_\_\_ Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

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Agent Commission Level<sup>1</sup> \_\_\_\_\_ Broker Dealer Name \_\_\_\_\_ Contract # \_\_\_\_\_

<sup>1</sup> If Commission Level is left blank, all commissions will be paid to your Broker Dealer.

Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**If applicable, list your Marketing Organization for ING Fixed Annuity products NOT sold through your Broker Dealer.**

Agent Commission Level \_\_\_\_\_ Marketing Organization Name \_\_\_\_\_ Contract # \_\_\_\_\_

**AGENT'S LICENSING CONTRACT** *The following state provisions shall be given full force and effect even though the signatures of the parties precede these provisions.*

**1. General Covenants and Definitions.**

a. You shall be duly licensed by the applicable state insurance departments having jurisdiction. You shall operate your business in strict conformance with all applicable laws and regulations and in conformity with the ING Business Guidelines, as amended from time to time, including, but not limited to, the replacement and Anti-Money Laundering policies. You acknowledge receipt of these Guidelines, which are deemed incorporated into this Contract.

b. You agree to exert your best efforts in keeping all insurance effected under this Contract in full force and effect.

c. You agree to be bonded and insured in such manner as we may, in our discretion, require.

d. Nothing contained in this Contract shall create, or shall be construed to create, the relationship of an employer and employee between the Company and you.

e. "Agents and subagents" shall mean you and your employees, any agent or broker you obtain or solicit who becomes a contracted agent or broker with the Company, and any agent or broker subsequently appointed or obtained by you, directly or through liability for your agents and subagents, to the Company or to any legal entity that is a subsidiary of ING America Insurance Holdings, Inc. (an "Affiliate"), that is not paid when due. This includes but is not limited to a debt resulting from a refund of premium, payment of compensation, chargeback, loan, advance, annualization, settlement, indemnification obligation, liabilities created by your agent's and subagent's misfeasance and/or malfeasance concerning the Company's (or Affiliate's) business and any other amount due under a contract, agreement or arrangement of any kind between said agents and subagents with the Company or an Affiliate.

f. All appointments of agents and subagents by you to submit business under this Contract shall be subject to written approval by us.

g. We reserve the right, in our sole discretion, to retain, reassign or terminate agents and subagents appointed by you or to you and to reassign or transfer such agents directly to us or to any of our other agents without any obligation to you. You will have no right to future compensation of any kind or type for production written by or through such agents after such reassignment or termination or after your termination of contract with us. We have the right to communicate directly with any of the agents appointed by or to you.

h. "Debit Balance" means any amount owed by you, directly or through liability for your agents and subagents, to the Company or to any legal entity that is a subsidiary of ING America Insurance Holdings, Inc. (an "Affiliate"), that is not paid when due. This includes but is not limited to a debt resulting from a refund of premium, payment of compensation, chargeback, loan, advance, annualization, settlement, indemnification obligation, liabilities created by your agent's and subagent's misfeasance and/or malfeasance concerning the Company's (or Affiliate's) business and any other amount due under a contract, agreement or arrangement of any kind between said agents and subagents with the Company or an Affiliate.

**2. Delivery.** You agree to deliver each policy in a timely manner. If a policy is returned to the Company during the Free Look Period described in the policy, and you or your agents or subagents were paid any commission, then such commission shall be charged back.

**3. Settlement.** Only the initial premium on applications procured by or through you may be collected by you. All premium settlements shall be by federal funds wire or by check payable to the Company, received subject to collection. Premium payments shall not be collected by you in cash. All premiums received by you or your agents and subagents are received as a fiduciary trust, and all premium settlement, entire or partial, taken with an application or taken upon delivery of the policy, shall be immediately forwarded to us.

**4. Limitations.** You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to our business, or to waive or alter any of the provisions of any policy issued by us.

Except for that provided by the Company, any material, supplies, advertising or other printed matter mentioning the Company by name or relating to any of its products may be used, or be permitted to be used, only with our prior written approval.

**5. Discontinuance of Policy Forms.** Without liability to you, we may in our sole discretion, at any time and from time to time (1) retire from any territory; (2) discontinue and/or withdraw any policy form in any territory without prejudice to our right to continue use of said form in any other territory; (3) discontinue and/or withdraw any policy form in all territories; and (4) resume the issuance or use of any policy form in any territory or territories at any time.

**6. Assignment.** Neither this Contract, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to us hereunder.

**7. Liability.** You agree to pay your Debit Balance owed to the Company or an Affiliate when due, and any Debit Balance(s) of your agents or subagents remaining after completion of debt collection procedures. Without in any way limiting the foregoing, you shall be jointly and severally liable, with your agents and subagents to the Company for the payment of any and all Debit Balance(s). The determination of the amount of any liabilities or advances due and/or owed in connection with a Debit Balance shall be at the sole discretion of the Company. The parties hereto agree the Company retains the absolute and unilateral right to settle and resolve all claims or causes of action, in its sole discretion, raised or asserted by any person, concerning the actions by you, or your agents and subagents. Your joint and several liability shall not be contingent on your input, participation or notice of or concerning any such claims or assertions. Such Debit Balance(s) due from you shall be debited on the books of the Company with the amount of such obligation, when the same is due and unpaid from you or your agents and subagents to the Company, and on demand, you shall promptly pay the Company the amount of such Debit Balance. Any such Debit Balance, together with interest thereon at the applicable current rate per month or the maximum legal rate, whichever is less, owed by you or your agents and subagents to the Company or an Affiliate may be set off by the Company, at any time, against any sums due from the Company or an Affiliate to you, and a first lien is hereby reserved to the Company thereon for the satisfaction of any such Debit Balance.

**8. Notices.** Any notice or demand required or permitted to be given under this Contract shall be in writing and shall be deemed effective (unless this Contract provides for a different period of time) upon the personal delivery thereof if delivered, or if mailed, forty-eight hours after having been deposited in the United States mail, postage prepaid, or sent by any electronic means for which confirmation of receipt can be shown, and addressed in the case of Company to its then principal place of business, and in the case of you to the address set forth in this Contract. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

**9. Commissions.** Commission Schedules, referred to on the signature page, as amended from time to time by the Company, govern the parties' agreement with respect to compensation payable in accordance with this Contract. If commissions are payable to you by your general agent, you agree that the Company has no obligation to pay any compensation directly to you and agree to indemnify and hold harmless the Company from all losses and expenses, including attorney fees, resulting from any claim by you for compensation, notwithstanding anything herein to the contrary.

**10. Severability.** Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

**11. Non-Waiver.** The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Contract, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

**12. Entire Agreement.** This Contract contains the entire agreement between us with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and commitments between us. No amendments to this Contract may be made except by writing signed by you and an officer of the Company.

**13. Construction and Venue.** To the fullest extent controllable by our stipulation, this Contract shall be construed in accordance with the laws of Iowa applicable to contracts performed entirely within the State. Any action to enforce the provisions thereof, or arising from the actions of any party in connection therewith, shall be brought in the District Court in Polk County, Iowa, except such action as may be necessary by Company to protect, preserve and realize its interest in your assets located in another jurisdiction.

**14. Waiver of Jury Trial.** The Agent and Company hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Contract, or any instrument or document delivered in connection therewith.

**15. 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, the relevant state and federal regulations pursuant thereto 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 nonpublic 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 customer account number).

b. The parties understand and acknowledge that they may be financial institutions subject to Privacy Law. The parties agree that they are prohibited from using the Customer Information received from another party other than as required by law, regulation or rule, or 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 you, your agents and subagents disclose 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 you, your agents and subagents 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.

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. 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.

**16. Termination.**

a. Except to the extent prohibited by applicable law, this Contract shall be automatically terminated in the event of your (1) ceasing to be licensed, including being placed on suspended status, as required by an applicable state insurance department having jurisdiction; or (2) committing a felony; or (3) withholding or misappropriating any money or property belonging to us; or (4) failing to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction under the Contract; (5) committing any fraud; (6) committing an act of embezzlement; or (7) death (or, if you are a partnership or a corporation, upon any event legally or contractually causing the dissolution of the partnership or corporation. However, we may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution).

b. The Company may terminate this Contract, at any time, upon giving notice, (as provided in Section 8) in the event of (1) its involuntary assignment for benefit of your creditors; or (2) your bankruptcy; or (3) your subjecting us to liability due to your misfeasance or malfeasance; (4) your failing to conform to the rules and regulations of Company; (5) your failing to pay any indebtedness to the Company on demand; (6) your replacing any of the Company's policies with another company's; or (7) your total and permanent disability.

c. Should you be terminated under subsection (a), subparagraphs (2) through (6), or subsection (b), subparagraphs (1) through (6), you will forfeit all your rights to any further payments under this Contract. For purposes of determining whether this Contract has been breached under subsections (a) or (b), the acts of all your employees, agents, and subagents, as the case may be, shall be deemed your acts.

d. This Contract may also be terminated by either party without cause by giving fifteen (15) days written notice to the other party. The right of termination under this subsection (d) is not restricted by the provisions for termination in (a) or (b) above. Additions to in force cases may be permitted, provided the Plan under which the case was originally issued is then being issued, and shall be commissionable in accordance with the practice of the Company then in effect.

e. Upon any termination of this Contract, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company by name, our rate books, and all other such supplies connected with our business, excepting only those items which the Company shall specifically notify you in writing, you are then permitted to maintain for servicing purposes.

f. The obligations of you, your agents and subagents arising under the Contract shall survive the termination of this Contract, whether such obligations arose prior or subsequent to the termination of this Contract.

## FAIR CREDIT REPORTING ACT DISCLOSURE



ING America Insurance 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<sup>1</sup> 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.

**By signing below I acknowledge that I have received and understand this Disclosure in accordance with the requirements under the Fair Credit Reporting Act, as amended.**

- **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 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<sup>1</sup> 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; and
- **I have received "A Summary of Your Rights Under the Fair Credit Reporting Act."**

Print Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

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

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

**California, Minnesota and Oklahoma Applicants Only.** Please check here to have a copy of your consumer report sent directly to you by the appropriate credit repository.

If you have checked this box to receive a copy of your credit report, you must return this form with your agent contracting paperwork and provide your Social Security number below.

Social Security Number \_\_\_\_\_

<sup>1</sup>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.

# 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 (<https://www2.ing-usa.com/portal/public>).

## 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 *(Contact Phone: 800-369-5305 or [INGDS@us.ing.com](mailto:INGDS@us.ing.com)):*

- 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

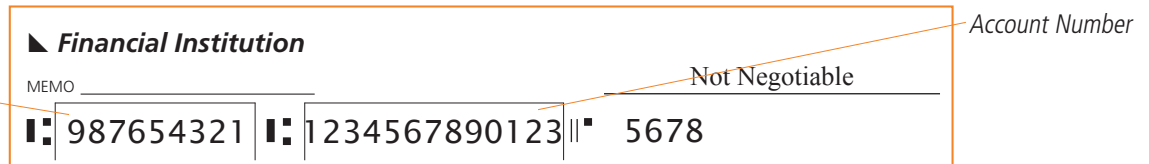
Financial Institution Name \_\_\_\_\_ Transit/ABA Number \_\_\_\_\_

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)* \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

|   |  |   |
|---|--|---|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | Name (as shown on your income tax return)  |   |
|   | Business name/disregarded entity name, if different from above   |   |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | <input type="checkbox"/> Exempt payee  |   |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
| City, state, and ZIP code   |  |   |
| List account number(s) here (optional)                            |  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
|                                |  |  |  |  |  |  |  |  |  |

### Part II 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, and
3. I am a U.S. citizen or other U.S. person (defined below).

**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 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain 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 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Documentation of Anti-Money Laundering (AML)**

I, \_\_\_\_\_, have completed the Anti-Money Laundering for Insurance Producers training provided by LIMRA or \_\_\_\_\_.  
Other Vendor

With the exception of LIMRA, a certification form from the vendor is required with your contracting paperwork.

I am a duly licensed insurance agent and affirm that I have complete the above referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under USA Patriot Act Section 352 (US 31 CFR 103. 137). I acknowledge that the insurance company to which this certification has been provided retains the right to review and approve the training program and its curriculum before accepting this certification.

**I affirm that I have read and understand the above referenced training and that I am knowledgeable about my obligations under the regulations.**

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

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

\_\_\_\_\_  
Date of Completion