

# ING Mortgage Contract

## Transmittal

Agent's Name: \_\_\_\_\_

Appointing Agent/ Agency: \_\_\_\_\_

Commission Level: \_\_\_\_\_

List all states to be appointed in: \_\_\_\_\_

### **Please complete and return the following forms:**

- **Application for Appointment** - Please ensure all information is correct. If necessary, please make any adjustments. All fields must be completed.
- **Recruiting Producer Agreement** - This is a special agreement designed for the Mortgage Relationship whether or not each agent is recruiting. Each agent must complete pages 1 and 7.
- **Annualization Agreement** - Please ensure all fields are completed if requesting annualization.
- **Application for Annualization** - Please ensure all fields are completed and must accompany the Annualization Agreement if requesting annualization.
- **Direct Deposit** – For weekly paid commissions, this form must be completed and returned with a voided check or savings deposit slip. Agents not enrolled in direct deposit will receive a paper check on a biweekly commission cycle.

For Corporations, please complete two contracts. One contract will contain the individual officer's information and the other will contain the corporation's information.

Please return to: Insurance Wholesalers  
Attn: Contracting  
6939 Sunrise Blvd., Ste. 107  
Citrus Heights, CA 95610

Fax: (916) 676-2888 or  
(916) 676-2895

# ING LIFE HOMEGUARD APPLICATION FOR APPOINTMENT AND CONTRACT

ReliaStar Life Insurance Company, Minneapolis, MN  
(the "Company")  
A member of the ING family of companies  
Service Office: PO Box 9190, Des Moines, IA 50306-9190  
Phone: (877) 882-5050, Fax: (877) 788-5122



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

I am submitting the following New Business: Policy # (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.) \_\_\_\_\_

Professional Designations \_\_\_\_\_

Birth Date \_\_\_\_\_ SSN \_\_\_\_\_ Sex:  Male  Female

Residence Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Producer Phone \_\_\_\_\_ How long at your current residence? Yrs. \_\_\_\_\_ Mos. \_\_\_\_\_

Former Residence Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Fax \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Application Type:  Individual OR  Corporate/Agency E-mail Address \_\_\_\_\_

Corporate/Agency Name \_\_\_\_\_ TIN \_\_\_\_\_

(Request for Corporate Contract does not require the submission of an Assignment of Commissions form.)

## 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 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. 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 programs for insurance companies, which took effect May 2, 2006. The Company requires that all producers selling or servicing products complete AML training.

#### You have met your AML requirements if you (no additional action required):

- Currently have an active variable annuity or variable life contract with ING.
- Currently are affiliated (commissions paying to) with a wirehouse when soliciting/servicing life insurance policies offered by ING.
- Currently are affiliated with a broker-dealer, 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 officer. You may also call ING at 1-877-882-5050, Option 3, to speak with a licensing representative.)

#### You have met your AML requirement if you (additional action or documentation required):

- Complete the Anti-Money Laundering course using LIMRA as the training service (aml.limra.com)
- Submit an AML certificate of completion from an ACLI or FINRA recognized Anti-Money Laundering training course.
- Submit a completed ING Anti-Money Laundering Training Certificate of Completion (Form #137305)

#### You have not met your AML requirements if:

- You do not meet one of the above outlined criteria.

### D. AGREEMENT/APPOINTMENT INFORMATION

Check Agreement Type:  General Agent (Order #131419)  Recruiting Producer (Order #142723)

#### Indicate Commission Schedule Level Codes<sup>1</sup>

ReliaStar Life Insurance Company

Level Code for Term Target Compensation

Level Code for Term Renewals

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

### E. ELECTRONIC FUND TRANSFERS (EFT)

I agree to be paid weekly (Complete EFT information below.)  I agree to be paid monthly (Compensation to 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 # \_\_\_\_\_

Account Owner Name (Required) \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address \_\_\_\_\_

Account #2  Checking  Savings

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

Account Owner Name (Required) \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address \_\_\_\_\_

#### Sample Check

Account Owner Information

Transit/ABA #

Name	1-23/456	5678
Address		
City, State ZIP	DATE _____	
PAY TO THE ORDER OF _____	\$ _____	
		DOLLARS
<b>Financial Institution</b>		
MEMO _____	Not Negotiable	
⑆ 987654321 ⑆ 1234567890123 ⑆ 5678		

Account #

I hereby authorize the Company to initiate credit and/or debit 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.

## F. 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 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 and the specified Compensation Schedules, that are listed above and that are incorporated by reference into this Application. I understand and agree that by my signature above, I am agreeing to all of the terms and conditions of the Agreements, including specified Compensation Schedules, that are listed above.**

## G. 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) \_\_\_\_\_

 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 Recruiting Producer Name

(if applicable) \_\_\_\_\_ Recruiting Producer Code(s)  
(if applicable) \_\_\_\_\_

 Recruiting Producer Signature  
(if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Print General Agent Name

(required unless same as Applicant) \_\_\_\_\_

 General Agent Signature  
(required unless same as Applicant) \_\_\_\_\_ Date \_\_\_\_\_

General Agent Code (Provide General Account 7 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 \_\_\_\_\_

**General Agent Checklist (Please verify the following critical items are completed. Failure to include any of the below items will result in a delay of contracting and therefore a delay in the issuing of new business.)**

- Individual or Corporate information is checked in Part A.
- All Yes and No questions in Part B have been completed. If there is a "yes" answer, then supporting documentation is included.
- Compensation Codes are indicated in Part E.
- Producer signed Part F.
- If applicable, any overriding producers are indicated above.
- If applicable, Recruiting Producer signed and indicated above.
- Your General Agent signature and General Agent code(s) are included.

# ING LIFE COMPANIES RECRUITING PRODUCER AGREEMENT MORTGAGE TERM

ReliaStar Life Insurance Company, Minneapolis, MN  
 (the "Company")  
*A member of the ING family of companies*  
 c/o ING Service Center, 909 Locust St., Des Moines, IA 50309  
 Fax: 877-788-5122



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

## I. PARTIES

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

B. Recruiting Producer:

Individual or Legal entity \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Email \_\_\_\_\_ Fax \_\_\_\_\_

## II. DEFINITIONS

- A. **"Application"** means any part of a formal request for a new Contract or a change or addition to an enforce Contract.
- B. **"Company"** means any of the above named companies with which the Recruiting Producer or Producer is appointed and their respective officers, directors, employees and assigns. "Issuing Company" means the specific company issuing a Contract. If Recruiting 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 Recruiting Producer and each of the Companies with which Recruiting 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 Recruiting Producer and one Company are distinct from the rights, obligations and responsibilities between Recruiting 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 Recruiting Producer or a Producer and includes, but is not limited to, commission schedules, and supplemental commission schedules.
- D. **"Contract"** means a Mortgage Term life insurance contract (including riders, endorsements, amendments, or other modifications of benefits or coverage) issued by Company, in its sole discretion, as a result of an Application attributable to Recruiting Producer or Producer while this Agreement is enforce.
- E. **"Debit Balance"** means any amount owed by Recruiting Producer, directly or through liability for any 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 enforce; and does not include advances.

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G. **"Recruiting Producer"** means an individual or legal entity that is:

1. Licensed to sell insurance contracts; and
2. Appointed with Company and holds an ING Life Companies Recruiting Producer Agreement. The term "Recruiting Producer" includes the Recruiting Producer 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 Recruiting 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 Des Moines Service Center as posted on the Company Producer/Distributor Website.

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

1. Licensed to sell insurance contracts; and
2. Appointed with a Company and holds an ING Life Companies Producer or Recruiting Producer Agreement; and
3. Designated by a Recruiting Producer 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 a "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 Recruiting Producers and Producers that provides information regarding the Company, which may be amended and renamed from time to time. Currently, it is known as the Virtual Financial Center.

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### III. RECRUITING PRODUCER

#### A. Distribution

1. Recruiting Producer agrees to use its best efforts to recruit and recommend for appointment Producers to solicit or sell Contracts.
2. Recruiting Producer agrees to solicit sales of Contracts, and agrees to comply with all applicable laws and regulations, and all Company guidelines, in so doing.
3. Recruiting Producer agrees to train and exercise general supervision over any Producer relating to Company products, procedures and the Guidelines.
4. Recruiting Producer agrees that this Agreement does not grant any exclusive territory or contract to Recruiting Producer and Company may provide continuing service directly to the Contract owners and their representatives.

#### B. Compliance. Recruiting 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 Recruiting Producer or any Producer to Recruiting Producer's knowledge 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 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 Recruiting 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

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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 each of its employees and Producers 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 any Producer 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; and
  12. Promptly deliver Contracts and provide signed delivery receipts, and assure that any Producer promptly delivers Contracts and provides signed delivery receipts.
- C. **Limitation of Authority.** Recruiting 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 whatever 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, Recruiting 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; and
  9. Authorize or enable a Producer to do any act prohibited under this Agreement.
- D. **General Provisions**
1. Recruiting Producer is responsible for payment of one hundred percent (100%) of any Recruiting Producer or Producer Debit Balance owed to Company, as provided in the "Debit Balance" paragraph in this Agreement.
  2. The relationship of Recruiting 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. Recruiting Producer is free to exercise independent judgment as to the time, place and means of performing all acts under this Agreement.
  3. Recruiting Producer is solely responsible for its staff, office space and expenses, including payment of all employment, state and federal taxes.
  4. Recruiting 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. Recruiting Producer agrees to use its best efforts to ensure that Producers keep accurate records of all transactions on behalf of Company.

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## IV. COMPENSATION

### A. Compensation Schedules

1. The Recruiting 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 Recruiting Producer Compensation Schedule in effect on the date of the First Commissionable Event of the Contract, the Issuing Company will pay Recruiting Producer compensation on any Contract in accordance with the applicable commission cycle.
3. 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 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.

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2. Recruiting Producer will continue to receive the compensation specified in the Recruiting Producer Compensation Schedules, except in the following situations:
    - a. During an investigation of Recruiting 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 Recruiting 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 Recruiting Producer, any remaining compensation owed under the Compensation Schedules will be paid to Recruiting Producer's estate; and
    - d. Recruiting Producer may not assign all or any part of Recruiting 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 Producer's release or termination of compensation will not affect Recruiting Producer's right to compensation.
  3. No compensation will be paid to Recruiting 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.
- C. **Chargebacks.** The Company will charge back compensation to Recruiting 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 Recruiting Producer on the amount refunded will be charged back and to the extent not repaid, will become a part of Recruiting Producer's Debit Balance, to be repaid to such Company promptly following Notice to Recruiting Producer.
- D. **Debit Balance**
1. Recruiting Producer agrees to pay the Debit Balance of Recruiting Producer owed to any Company when due. Recruiting Producer agrees to pay the Debit Balance of any Producer owed to any Company after the Company debt collection procedure has been completed and the Producer has not paid its full Debit Balance.
  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. Recruiting Producer grants to any Company a first lien on and the right to apply any amount due to Recruiting Producer from any Company and any ING Affiliate Company to offset Recruiting Producer's Debit Balance with any Company or any ING Affiliate Company.
  4. Any Debit Balance of Recruiting Producer and any Producer survives termination of this Agreement.

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## V. TERMINATION

### A. Immediate Termination

1. **Termination for Cause.** Company may terminate this Agreement as to all Companies and terminate all of Recruiting Producer's Company appointments, for cause, without notice, in the case of the following:
  - a. Recruiting Producer's fraud or misconduct, whether or not in conjunction with a Contract or this Agreement; and
  - b. Recruiting Producer's conviction of a misdemeanor involving breach of trust or any felony; and
  - c. Recruiting Producer's failure to comply with the terms of this Agreement; and
  - d. Recruiting Producer's inducing any Producer to discontinue Producer's Agreement with Company; and
  - e. Recruiting Producer's inducing any Contract owner to surrender or exchange its Contracts; and
  - f. Recruiting Producer's withholding of any monies, documents, Applications or Contracts, after demand by Company.
2. **Automatic Termination.** This Agreement, and all of Recruiting Producer's Company appointments, will terminate automatically, without notice, in the case of the following:
  - a. Recruiting Producer's death or dissolution; or
  - b. Recruiting 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.

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- C. **Effect of Termination.** Upon termination of this Agreement for any reason, Recruiting Producer agrees to certify the destruction of all materials provided by Company to Recruiting Producer, including but not limited to, all customer records, passwords, documents, forms, advertising materials, computer programs or other software.

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## VI. LIABILITY

- A. **Errors and Omissions Insurance.** At the option of Company, Company may require Recruiting Producer to secure and maintain, at his or her own expense, errors and omissions insurance acceptable to Company in a minimum amount to be specified by Company that covers the acts and omissions of Recruiting Producer, its employees, officers, directors and affiliates. Notwithstanding any insurance, Recruiting Producer remains fully liable to pay Company for any obligations, including but not limited to, the amount of any deficiency. Upon Company's request, Recruiting Producer will provide a certificate demonstrating that the insurance coverage has been purchased and is in effect.
- B. **Fidelity Bond.** Where required by state law, Recruiting Producer will secure and maintain at Recruiting Producer's expense 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.** Recruiting 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 Recruiting Producer or arising, directly or indirectly, from any act or omission of Recruiting Producer, its employees, officers, directors or affiliates, and any Producer or anyone acting on Recruiting Producer's behalf. Recruiting Producer agrees to defend any Company, at Recruiting 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.

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## VII. INVESTIGATIONS, COMPLAINTS AND LITIGATIONS

- A. Recruiting 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, Recruiting 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. Recruiting Producer will also promptly notify Company of any significant regulatory investigation or litigation involving Recruiting Producer or any Producer of which Recruiting Producer has knowledge, even though it may not directly or indirectly involving 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 Recruiting Producer or Producer. Recruiting Producer agrees to reimburse Company for the costs of such settlement.

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## 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, 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 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.

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- C. The parties agree that:
    - 1. The purpose for which Producer or Recruiting 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 or Recruiting 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.

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## IX. GENERAL PROVISIONS

- A. **Entire Agreement**
  - 1. This Agreement, including all applicable Recruiting Producer Compensation Schedules, the Guidelines, and the Recruiting 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 (sale of Mortgage Term contracts) 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 or subsequent general agent, agent or producer agreements, however titled, between Recruiting Producer and Company and/or its affiliates are not affected by this Agreement.
- 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 Recruiting Producer. No oral promises or representations will be binding. Submission of an application for a Contract by Recruiting Producer or any Producer on or after the effective date of any such amendment will constitute Recruiting Producer's agreement to the amendment.
- C. **Non-Assignability.** Recruiting 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 Recruiting 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 Recruiting 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.

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- 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 on enforceability 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 Recruiting Producer on an ING Application for Appointment and Contract that includes the form of this Agreement as an attachment.

**Company:**

By *(Signature)* \_\_\_\_\_ Date \_\_\_\_\_

Name *(Print)* \_\_\_\_\_

Title \_\_\_\_\_

**Recruiting Producer:**

By *(Signature)* \_\_\_\_\_ Date \_\_\_\_\_

Name *(Print)* \_\_\_\_\_

Title \_\_\_\_\_

## ING HOMEGUARD APPLICATION FOR ANNUALIZATION

ReliaStar Life Insurance Company, Minneapolis, MN  
 A member 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)*

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 that is recommending Applicant for annualization to the Company by General Agent signature below.

 Applicant Signature \_\_\_\_\_

Agent Number \_\_\_\_\_ Date \_\_\_\_\_

 General Agent Signature *(if other than Applicant)* \_\_\_\_\_

Agent Number \_\_\_\_\_ Date \_\_\_\_\_

 Recruiting Producer Signature \_\_\_\_\_

Agent Number \_\_\_\_\_ Date \_\_\_\_\_

## ANNUALIZATION AGREEMENT - MORTGAGE TERM

ReliaStar Life Insurance Company, Minneapolis, MN  
(the "Company")  
*A member of the ING family of companies*  
c/o ING 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  
(As indicated above.)

Address: c/o ING 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 \_\_\_\_\_

Email \_\_\_\_\_ Fax \_\_\_\_\_

C. Guarantor (General Agent - required unless Applicant is the General Agent):

Individual or Legal entity \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Email \_\_\_\_\_ 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.
- 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 bank draft on all modes; and
    - b. Contracts paid by list bill; and
    - c. Contracts paid by government allotment.

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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; and
- d. Contracts on which the commissions are required to be paid to a broker/dealer.

- E. "**First Commissionable Event**" means the first date on which the Company applies premium to a Contract that is issued and in force, 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.

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### 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 Guarantor may terminate this Agreement at any time upon Notice to the others.

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### IV. CONDITIONS FOR ADVANCES

- A. Once your Application for Annualization (Eship # 142482) 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.
- D. You must be set up for commission direct deposit at all times to remain eligible for Advances.

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### 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 2003, it is known as the Virtual Financial Center.
- 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.

You grant to the Company the right to debit unpaid Advance repayment amounts from the account identified in the Authorization Agreement for Compensation Direct Deposit. Debit entries will be limited to those amounts, if any, owed by you under this Annualization Agreement. You will receive notice from the Company of the amount to be debited and the due date of the debiting ten (10) calendar days prior to the due date.

- 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.

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## 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 WAIVE THEIR RIGHTS TO A JURY TRIAL.
- G. THE PARTIES AND GUARANTOR 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.

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## VII. EFFECTIVE DATE

\_\_\_\_\_  
MM/DD/YYYY

**Company:**

By *(Signature)* \_\_\_\_\_

Name *(Print)* \_\_\_\_\_

Title \_\_\_\_\_

**Applicant *(General Agent or Producer)*:**

By *(Signature)* \_\_\_\_\_

Name *(Print)* \_\_\_\_\_

Title \_\_\_\_\_

**Guarantee: *(Guarantee is General Agent - required unless Applicant is the General Agent)*:**

In consideration of the benefits derived by Guarantor resulting from Advances made to Applicant by any Company, 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 Guarantor's obligation without first suing Applicant. Guarantor grants to each Company a first lien on and the right to apply any amount due or to become due to Guarantor from any Company and any ING Affiliate Company to offset any amounts due from Guarantor under this Agreement.

**Guarantor:**

By *(Signature)* \_\_\_\_\_

Name *(Print)* \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

# ING HOMEGUARD AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT AND FUND TRANSFER

ReliaStar Life Insurance Company, Minneapolis, MN  
 (the "Company")  
 A member of the ING family of companies  
 Mail or Fax Completed form to:  
 ING Service Center, 909 Locust St., Des Moines, IA 50309  
 Fax: 877-788-5122



**Note:** Compensation information is available on ING for Professionals ([www.inglifeinsurance.com](http://www.inglifeinsurance.com)).

## INSTRUCTIONS FOR DEPOSIT (See sample below.)

- 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 # \_\_\_\_\_

Account Owner Name \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address \_\_\_\_\_

Account #2     Checking     Savings

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

Account Owner Name \_\_\_\_\_ Account # \_\_\_\_\_

Branch Address \_\_\_\_\_

### Sample Check

Name  
Address  
City, State ZIP
1-23/456
5678

ACCOUNT OWNER INFORMATION
DATE \_\_\_\_\_

PAY TO THE ORDER OF \_\_\_\_\_
\$ \_\_\_\_\_

TRANSIT/ABA # \_\_\_\_\_
DOLLARS
ACCOUNT # \_\_\_\_\_

MEMO \_\_\_\_\_
Financial Institution
Not Negotiable

⑆ 987654321 ⑆ 1234567890123 ⑆ 5678

## AUTHORIZATION

I hereby authorize the Company to initiate credit and/or debit 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 \_\_\_\_\_ Telephone \_\_\_\_\_

SSN or TIN (**last 4 digits only**) or Agent # \_\_\_\_\_

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

Name of Corporation (if applicable) \_\_\_\_\_