

# APPLICATION FOR APPOINTMENT AND CONTRACT

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



**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 \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_ Sex:  Male  Female  
 Producer 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  Corporate/Agency E-mail Address \_\_\_\_\_  
 Corporate/Agency Name \_\_\_\_\_ TIN \_\_\_\_\_

**B. ERRORS & OMISSIONS INFORMATION**

Do you have Errors & Omissions (E&O) coverage?  Yes  No  
 Provide E & O Coverage Carrier (required) \_\_\_\_\_ Policy # (required) \_\_\_\_\_

**C. 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 the NASD? .....  Yes  No  
 If yes, please provide C.R.D. Number. \_\_\_\_\_
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) in a court 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 found guilty or nolo contendere (no contest) of 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

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

The Financial Crimes Enforcement Network (FinCEN), a bureau of the Treasury Department, published a final rule on anti-money laundering programs for insurance companies, which was effective May 2, 2006. The Company requires that all producers selling covered products complete AML training by May 1, 2007. Please complete the following section explaining how you completed this AML training.

Please check all that apply:

I am a registered representative through a BD with an active agreement with the Company. My broker dealer is \_\_\_\_\_

I am a producer with a bank that has an active agreement with the Company. My bank is \_\_\_\_\_

I will be selling only term insurance, which is excluded from this regulation.

I completed the AML training with one of the following vendors:

LIMRA       Other vendor    Vendor Name \_\_\_\_\_

*With the exception of LIMRA, a certification form from the vendor is required with your contracting paperwork. If you do not have this form, please complete the Company's AML Training Certification form #137505. All vendors must be approved by the Company. To see if your vendor is approved or to get a copy of Form #137305, please contact Licensing at (877) 882-5050.*

*If you completed training through a BD with an active ING agreement, you do NOT need to provide any additional proof. If you completed training through a BD without an active agreement, please complete form #137305.*

## E. CONDITIONS AND AGREEMENTS

By signing this Application, I acknowledge and represent that:

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

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

Check Requested Company Appointments (If new, attach copies of current licenses)

ReliaStar Life Insurance Company

ReliaStar Life Insurance Company of New York

Security Life of Denver Life Insurance Company

**E. CONDITIONS AND AGREEMENTS (continued)**

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

**ReliaStar Life Insurance Company**

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

Variable (For ING Financial Partners Registered Reps Only)	Level Code <sup>1</sup>
Target Compensation	<input type="text"/> <input type="text"/>
Excess/Renewals/Trails	<input type="text"/> <input type="text"/>

**ReliaStar Life Insurance Company of New York**

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

Variable (For ING Financial Partners Registered Reps Only)	Level Code <sup>1</sup>
Target Compensation	<input type="text"/> <input type="text"/>
Excess/Renewals	<input type="text"/> <input type="text"/>

**Security Life Of Denver Insurance Company**

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

Variable (For ING Financial Partners Registered Reps Only)	Level Code <sup>1</sup>
Target Compensation	<input type="text"/> <input type="text"/>
Excess	<input type="text"/> <input type="text"/>
Renewals	<input type="text"/> <input type="text"/>
Trails	<input type="text"/> <input type="text"/>

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

**F. BROKER/DEALER INFORMATION (for Variable Appointment only)**

Broker/Dealer Name \_\_\_\_\_ CRD Number \_\_\_\_\_

Broker/Dealer Verification/Recommendation: Broker/Dealer verifies that a background investigation has been conducted on the Applicant, who is a registered representative of Broker/Dealer, and that a copy will be made available upon request. Broker/Dealer recommends that the Applicant be appointed with each Company checked below and attests that it has policies and procedures, to supervise the activities of its registered representatives, that are reasonably designed to achieve compliance with applicable securities laws and regulations.

Broker/Dealer Officer Signature  
**(Required for Variable Appointment.)** \_\_\_\_\_ Date \_\_\_\_\_

Broker/Dealer Officer (please print) \_\_\_\_\_

**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 \_\_\_\_\_ Telephone # \_\_\_\_\_

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

Print Associate General Agent Name \_\_\_\_\_ Associate General Agent Code(s) \_\_\_\_\_  
(if applicable) \_\_\_\_\_ (if applicable) \_\_\_\_\_

Associate General Agent 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(s)**

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

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

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

**Attention General Agent**

Please verify the following critical items are completed.

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

**Please list Producer's full upline or hierarchy.**

Level 2 (if applicable) \_\_\_\_\_

Level 3 (if applicable) \_\_\_\_\_

Level 4 (This level will be the AGA, if applicable.) \_\_\_\_\_

Level 5 GA \_\_\_\_\_

**G. ADMINISTRATIVE OFFICE/INTERNAL USE ONLY**

Approved by SVP (please print) \_\_\_\_\_ Region Code \_\_\_\_\_

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

# ING LIFE COMPANIES PRODUCER AGREEMENT



ReliaStar Life Insurance Company, Minneapolis, MN  
 ReliaStar Life Insurance Company of New York, Woodbury, NY  
 Security Life of Denver Insurance Company, Denver, CO  
 (the "Company")

*A member of the ING family of companies*

Service Office:

909 Locust Street, Des Moines, IA 50309

Fax: (877) 788-5122

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

## I. Parties

A. Company: ReliaStar Life Insurance Company  
 ReliaStar Life Insurance Company of New York  
 Security Life of Denver Insurance Company

Address: c/o ING Service Center  
 Attn: Distributor Services  
 909 Locust St.  
 Des Moines, IA 50309

Fax: 877-788-5122

B. Producer: \_\_\_\_\_  
 (individual or legal entity)

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

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## II. Definitions

- A. "Application" means any part of a formal request for a new Contract or a change or addition to an inforce Contract.
- B. "Company" means any of the above named companies with which Producer is appointed and its respective officers, directors, employees and assigns. "Issuing Company" means the specific company issuing a Contract. If Producer is appointed with more than one Company it is agreed that this Agreement is to be construed as a separate and distinct agreement between Producer and each of the Companies with which Producer is appointed. Except with respect to recovery of any Debit Balance in accordance with the provisions of this Agreement, the rights, obligations and responsibilities between Producer and one Company are distinct from the rights, obligations and responsibilities between Producer and any one of the other Companies. No Company will have responsibility or liability for the acts or omissions of any of the other Companies under this Agreement.
- C. "Compensation Schedule" means any Issuing Company Compensation Schedule containing amounts payable on the sale of a Contract, whether to a General Agent or a Producer and includes, but is not limited to, commission schedules and bonus commissions.

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- D. "Contract" means a life insurance contract (including riders, endorsements, amendments, or other modifications of benefits or coverage) issued by the Issuing Company, in its sole discretion, as a result of an Application attributable to Producer while this Agreement is in force.
  - E. "Debit Balance" means any amount owed by Producer to a Company or to an ING Affiliate Company, as defined below, that is not paid when due, including but not limited to, a debt resulting from a refund of premium, payment of compensation, chargeback, loan, advance, annualization, settlement or indemnification obligation.
  - F. "First Commissionable Event" means the first date on which the Issuing Company applies premium to a Contract that is issued and in force; and does not include advances.
  - G. "General Agent" means an individual or legal entity who is:
    - 1. Licensed to sell insurance contracts; and
    - 2. Appointed with a Company and holds an ING Life Companies General Agent Agreement.The term "General Agent" includes the General Agent and its heirs, representatives, officers, directors, employees and assigns.
  - H. "Guidelines" means the ING Business Guidelines, as amended from time to time.
  - I. "ING Affiliate Company" means any legal entity, other than a Company, that is a subsidiary of ING America Insurance Holdings, Inc.
  - J. "Notice" means written notice:
    - 1. Deemed given when:
      - a. Received by facsimile or e-mail transmission; or
      - b. Placed in the U.S. mail, postage prepaid; or
      - c. Sent by overnight courier service; and
    - 2. Addressed to:
      - a. The applicable address, facsimile number, or e-mail address stated on the first page of this Agreement, unless Notice has been given to the other party of a change of address; or
      - b. For the Producer, the last known address, facsimile number, or e-mail address as shown in the Company records; or
      - c. For Company, the current mailing address, facsimile number, and e-mail address of the ING Service Center in Des Moines, IA, as posted on the Company Producer/Distributor Web site.
  - K. "Producer" means an individual or legal entity who is:
    - 1. Licensed to sell insurance contracts; and
    - 2. Appointed with a Company and holds an ING Life Companies Producer Agreement; and
    - 3. Designated by a General Agent in an ING Life Companies Application for Appointment and Contract form.The term "Producer" includes the Producer and its heirs, representatives, officers, directors, employees and assigns. A Producer (who may then be referred to as the "Recruiting Producer") may also designate another Producer in an ING Life Companies Application for Appointment and Contract form.
  - L. "Producer/Distributor Web site" is a Web site for General Agents and Producers that provides information regarding the Company that may be amended and renamed from time to time. In 2003, it is known as the Virtual Financial Center.

III. Producer

A. Distribution

- 1. Producer agrees to use its best efforts to find appropriate purchasers for Contracts.
- 2. Producer agrees that this Agreement does not grant any exclusive territory or contract to Producer and Company may provide continuing service directly to the Contract owners and their representatives.

B. Compliance. Producer agrees to:

- 1. Give immediate Notice to Company of any change in its current mailing address, facsimile number and email address; and
- 2. Give immediate Notice to Company if Producer is convicted of a felony; and

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



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IV. Compensation

A. Compensation Schedules

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

B. Payment of Compensation

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

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

D. Debit Balance

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

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

1. For Contracts on which the First Commissionable Event took place before January 1, 2006, on which there is an underwritten face increase occurring on or after January 1, 2006:



- a. If a Contract:
    - i. Is on a policy form available for sale on or after January 1, 2006, or
    - ii. For ReliaStar Life Insurance Company Contracts only (including those formerly known as Security-Connecticut Life Insurance Company), is on a policy form that is no longer available for sale on or after January 1, 2006,  
compensation on the underwritten face increase will be paid to Producer at the rates provided in the applicable Producer's Compensation Schedule in effect on the effective date of the underwritten face increase; and
  - b. For Southland Life Insurance Company Contracts only, the compensation will be the same as that set forth in the Producer's Compensation Schedule applicable to the Contract in effect on December 31, 2005.
2. For Contracts on which the First Commissionable Event took place before January 1, 2004 on which there is an automatic cost of living face increase occurring on or after January 1, 2006, compensation will be paid at the rates specified and to the appropriate Producer as stated in the COLA Procedures set forth on the Producer/Distributor Web site.
  3. No compensation will be paid to Producer until the amount of compensation due exceeds a minimum amount. This minimum amount may vary from issuing Company to issuing Company, and may be amended from time to time. These amounts are published on the Producer/Distributor Web site.
  4. If the total payment due from any of the individual Companies during any calendar year following termination of this Agreement is less than \$10,000, then such Company may elect to pay the present value of the remaining compensation in one lump sum. The present value will be calculated based on an interest rate of 8% and the Linton B Persistency Table that in the Company's sole discretion reflects the expected persistency of the business. After such lump sum payment, the individual Company will be relieved of any further obligation under this Agreement for payment of compensation.

## V. Termination

### A. Immediate Termination

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

## VI. Liability

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

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

VII. Investigations, Complaints and Litigation

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

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

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

IX. General Provisions

- A. Entire Agreement

1. This Agreement, including all applicable Producer Compensation Schedules, the Guidelines, and the Producer's ING Companies Application for Appointment and Contract, which are incorporated by reference, constitute the entire agreement between the parties concerning the subject matter of this Agreement and supersedes in its entirety all prior agreements, understandings, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement.
  2. The parties specifically agree that any prior general agent, agent or producer agreements, however titled, between Producer and any Company are terminated effective December 31, 2003.
- B. Amendment of Agreement. Company may amend any part of this Agreement, specifically including but not limited to, any Compensation Schedules (for prospectively issued Contracts only) by giving Notice to Producer. No oral promises or representations will be binding. Submission of an application for a Contract by Producer on or after the effective date of any such amendment will constitute Producer's agreement to the amendment.
- C. Non-Assignability. Producer may not assign this Agreement or any rights or obligations under this Agreement without Company's prior written consent.
- D. Arbitration.
1. Any dispute between a Company and Producer will be settled by arbitration. Without limiting the foregoing this will include, but not be limited to, any dispute or disagreement arising out of, or relating to, the formation, interpretation, performance, or breach of this Agreement, whether such dispute arises before or after termination of this Agreement, and whether in contract or tort or otherwise.
  2. To initiate arbitration, either the Company or Producer will send Notice to the other party in writing of its desire to arbitrate. The Notice will identify the claimant, the contract at issue and the nature of the claims and/or issues. Notice of arbitration must be sent by certified mail, return receipt requested. The arbitration will be deemed to be commenced on the date the Notice of arbitration is received.
  3. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and its Expedited Procedures with the exception of the following: There will be three arbitrators who will each have no less than five years of experience in life insurance and who are current or former officers of life insurance companies other than the parties to this Agreement. Within thirty (30) days following the commencement of arbitration proceedings, each party will provide the other party with identification and a copy of the curriculum vitae of their appointed arbitrator. The two party-appointed arbitrators will appoint a third arbitrator who will serve as the umpire. If they do not do so within thirty (30) days, the AAA will appoint the umpire.
  4. The arbitration will take place in Atlanta, Georgia, unless otherwise agreed to by the parties. The award rendered by the arbitrators will be final and binding upon the parties, except that the parties retain all rights to challenge an award under the Federal Arbitration Act, and judgment upon the award may be entered in any court with jurisdiction.
  5. Unless the arbitrators decide otherwise, each party will bear the expense of its own arbitration activities, including its appointed arbitrator and any outside attorney and witness fees. The parties will jointly and equally bear the expenses of the umpire and other costs of the arbitration.
  6. The parties agree that under no circumstances will any party be liable to any other party for lost profits, or any special, indirect, consequential, treble, multiple or punitive damages of any kind, whether or not foreseeable, incurred by any other party in connection with this Agreement.
- E. Governing Law and Venue. This Agreement will be governed by and construed under the laws of the State of Georgia. The parties agree that the federal courts located in, and the state courts of, Fulton County, Georgia, will have jurisdiction and be the appropriate venue for any required judicial interpretation and enforcement of this Agreement.
- F. Binding Effect. This Agreement will be binding on and will inure to the benefit of the parties to it and their respective successors in interest. Should any portion of this Agreement be determined to be invalid or unenforceable for any reason, such invalidity or unenforceability shall be deemed, to the maximum extent possible, not to affect the validity and enforceability of the remainder of this Agreement.
- G. Waiver. Failure of any party to insist upon strict compliance with any condition of this Agreement will not be construed as a waiver of any such condition.
- H. Term of Agreement. This Agreement will continue indefinitely, until terminated by either party pursuant to the provisions in this Agreement.
- I. Authority. Each party represents that the person signing this Agreement on its behalf has the authority and capacity to bind the party.

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

Company:

ReliaStar Life Insurance Company

ReliaStar Life Insurance Company of New York

Security Life of Denver Insurance Company

Producer:

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

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

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

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

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

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

# 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



**TYPE OF REQUEST:**  New enrollment in Direct Deposit.  Change to an existing Direct Deposit arrangement.

Please select all companies you wish to have set up for Direct Deposit. Include appropriate agent/agency number(s).

Life (Contact Phone: 877-882-5050)

Agent/Agency Number  
 (if new appointment, leave blank.)

- 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) \_\_\_\_\_

Annuity (Contact Phone: 800-369-5307, option 1)

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

Worksite

- ReliaStar Life Insurance Company (Annuities/Education) (Contact Phone: 877-882-5050, option 2, 4) \_\_\_\_\_
- ING Life Insurance and Annuity Company (ILIAC) (Contact Phone: 888-238-6297, option 2, 1) \_\_\_\_\_

The selections above are hereinafter called the "Company."

## INSTRUCTIONS FOR DEPOSIT (See sample below.)

- One Account:** Deposit 100% of my compensation into Account #1.
- Two Accounts:** **This option is NOT available to Worksite ReliaStar.**  
 Deposit \_\_\_\_\_ % of my compensation into Account #1. Balance will be deposited into Account #2.

Account #1  Checking  Savings (attach deposit slip) **This option NOT available to Worksite ReliaStar.**

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

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

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

Account #2  Checking  Savings (attach deposit slip) **This option NOT available to Worksite ReliaStar.**

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

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

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	
⑆0987654321⑆	⑆1234567890123⑆	5678

Account #

## 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 \_\_\_\_\_ Telephone \_\_\_\_\_

Name of Corporation (if applicable) \_\_\_\_\_ SSN or TIN (last 4 digits only) \_\_\_\_\_

Order #133854 11/01/2006



**ASSIGNMENT OF COMMISSION  
GENERAL ACCOUNT**

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



**ASSIGNMENT REQUESTED FOR THE FOLLOWING COMPANIES**

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

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

Assignee Agent Number \_\_\_\_\_ SSN/TIN \_\_\_\_\_

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

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

**ASSIGNMENT**

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

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

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

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

**ASSIGNOR INFORMATION** *(Agent/Corporation assigning commissions)*

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

Assignor Agent Number \_\_\_\_\_ SSN/TIN \_\_\_\_\_

**ADDITIONAL INFORMATION**

Assignor General Agent Name \_\_\_\_\_ Assignor General Agent Number \_\_\_\_\_

Assignee Signing Officer Name \_\_\_\_\_ Signing Officer SSN \_\_\_\_\_

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



# INSTRUCTIONS FOR ANTI-MONEY LAUNDERING TRAINING CERTIFICATION OF COMPLETION



Effective May 2, 2006, Insurance Companies are required to establish and maintain Anti-Money Laundering programs for covered products, in accordance with USA PATRIOT Section 352 (US 31 CFR 103.137). Agents and brokers must be integrated into these programs and receive anti-money laundering training. This form was developed to provide you with a convenient means to verify, to the various companies with whom you do business, that you have completed this training.

**Agent or Broker:** You should complete Sections A and B and execute the affirmation in Section C. If your training was provided by an insurance company, broker/dealer or bank, that entity must either provide a certificate including an outline of the training program or complete and execute Section D. This certification cannot be used for LIMRA purposes.

## **Section A: Agent Information**

Please complete this section in its entirety. Make sure that you include at least one telephone number where you can be contacted to verify the information you have submitted.

## **Section B: Training Information**

Please provide the name of the training program, the date you completed it, and the name of the entity providing the training, including a contact person. If you received training from an entity other than an insurance company, broker/dealer, bank, or vendor, you must attach an outline of the training program.

## **Section C: Agent Affirmation**

You must complete and sign this form before you submit it to an insurance company as proof that you have completed training.

## **Section D: Training Program Content and Affirmation (Insurance Companies, Banks and Broker/Dealers Only)**

If the training was delivered by an insurance company, bank, or broker-dealer, that entity must either provide a certificate (including an outline of the training program) or complete Section D, certifying that the training program covers the ACLI's "Recommended Core Elements for an AML Training Program for Life Insurance Agents and Brokers" and/or that the training program is in Compliance with regulations issued under the USA PATRIOT Act.

The ACLI Core Elements are posted on the internet at the following site:

<http://www.acli.com/ACLI/Issues+nonmembers/AML+Resources%3a+Integrating+Agents+and+Brokers.htm>

If the training was delivered by an insurance company, broker/dealer, or bank, this form will not be accepted unless the firm performing the training provides a certificate of completion or executes this affirmation.

Insurance companies, broker-dealers and banks are subject to AML requirements imposed by regulations issued under Section 352 of the USA Patriot Act (31 CFR 103.137 and/or NASD Rule 3011). If your training was provided by a vendor or an entity not subject to these regulations, the insurance company you represent will verify the content of the training.

## **Contact Information**

If you have any questions, please speak with your agency manager.

**ANTI-MONEY LAUNDERING TRAINING  
CERTIFICATION OF COMPLETION**



**Agents:** Complete Sections A through C. Section D is for Broker/Dealers, Banks and Insurance Companies.

**A. AGENT INFORMATION** *(This certification cannot be used for LIMRA purposes.)*

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

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

Daytime Phone # \_\_\_\_\_ Evening Phone # \_\_\_\_\_

**B. TRAINING INFORMATION**

Title of training program \_\_\_\_\_

Date training program was completed \_\_\_\_\_

Training was delivered by: *(check all that apply)*

Insurance Company

Full Name and Contact Information \_\_\_\_\_

Broker/Dealer

Full Name and Contact Information \_\_\_\_\_

Bank

Full Name and Contact Information \_\_\_\_\_

Vendor

Full Name and Contact Information \_\_\_\_\_

Other

Full Name and Contact Information *and attach outline of training program* \_\_\_\_\_

**C. AFFIRMATION OF ANTI-MONEY LAUNDERING TRAINING PROGRAM COMPLETION**

I am a duly licensed insurance agent and affirm that I have completed 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 (i) that I have read and understand the insurance company's Producer's Guide for Insurance Agents and (ii) that I am knowledgeable about my obligations under the regulation.

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

**D. FOR BROKER/DEALERS, BANKS AND INSURANCE COMPANIES ONLY**

*Attach a certificate documenting the contents of the training program or complete and execute the items below (check all that apply).*

Training program covers the ACLI Core Elements for an AML Course

Training program is in compliance with regulations issued under USA Patriot Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011)

I affirm that the above referenced agent completed the above reference training program and that the program either covers the ACLI Core Elements and/or is in compliance with regulations issued under USA Patriot Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011).

Entity Delivering Training \_\_\_\_\_

Name & Title \_\_\_\_\_ Phone # \_\_\_\_\_

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

Order # 137305 01/22/2007

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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.

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

Social security number
or
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 ▶
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## 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

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

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



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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.