

## 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



Your future. Made easier.

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

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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. 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.

#### IV. Compensation

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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:

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- 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.

C. Indemnification. Producer will indemnify and hold Company and any ING Affiliate Company harmless from any

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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

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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

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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: \_\_\_\_\_