

FIXED ANNUITIES APPLICATION FOR AGENT APPOINTMENT

ING USA Annuity and Life Insurance Company
A member of the ING family of companies
909 Locust Street, Des Moines, IA 50309-2899
Phone: 800-369-5305



AGENT INFORMATION

Agent Name _____ SSN _____

Agent Birth Date _____ Agent Home Telephone # _____

Agent Home Street Address _____ Apt./Suite # _____

City _____ State _____ ZIP _____

Email Address (Required for electronic notification upon completion.) _____

Business Telephone # _____ Business Fax Number _____

Business Mailing Address _____ Suite # _____

City _____ State _____ ZIP _____

CORPORATE CONTRACT ONLY

Complete this section only if you are the signing officer of the corporation and are contracting both you and your corporation, with your individual commissions being paid to your corporation. Do not complete this section if you are an agent having your commissions paid to a corporation and are not the signing officer. By signing this contract as a signing officer of your company, you agree to have your commissions paid to the TIN. You agree that you will be bound in your individual capacity as agent by each and all of the terms and conditions of this Contract, separate and distinct from the obligations, privileges and liabilities that attach to the company on whose behalf you have signed as an officer.

Agency Name _____ TIN _____

Are you currently a registered representative with the NASD? _____ Yes _____ No

Please provide C.R.D. Number _____

Have you ever had an insurance and/or securities license or registration under another name? _____ Yes _____ No

If yes, please provide that name _____

Do you have Errors & Omissions (E&O) coverage? _____ Yes _____ No

E & O Coverage Carrier _____ Policy # _____

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

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

ACKNOWLEDGEMENTS

I hereby certify that my answers to the questions contained in this application are true and correct. I acknowledge that ING USA Annuity and Life Insurance Company (hereinafter called the "Company," "we," or "us," as the case may be, has informed me of the Company's practice to conduct routine investigative reports on agents for licensing purposes, initial and renewal state appointments, and at any time the Company, at its discretion, deems it necessary to conduct background investigations. I expressly authorize the Company to conduct these investigations and authorize all persons and entities (including past and present employers) to provide the Company all requested information. I release from liability all persons and entities which supply said information to the Company and agree to hold the Company harmless from any liability for conducting this investigation. I authorize the Company to use these investigative reports and to provide these reports and any other pertinent information to all ING affiliate companies and to third parties where the third parties' legal interests and/or obligations are involved. I also authorize the Company to distribute any financial, business, legal, tax or work performance history regarding me that it receives from third parties, from any ING affiliate companies or which is generated by the Company or from the ING affiliate companies' data source that is not part of the investigative report, to all ING affiliate companies or to third parties including but not limited to agents or agencies that assume my debt balance responsibilities.

I certify that I have reviewed this application and acknowledge that this application will form a part of my agent contract with the Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it will be grounds for rejecting this application or for termination of my contract, all in the sole discretion of the Company. The undersigned Person (hereinafter called "Agent," "You," or "Yourself"), in consideration of your undertaking to sell the Company's products for the consideration as stated in the Agent's Licensing Contract (the "Contract") and Commission Schedules(s) attached hereto and made a part hereof, mutually agree to the terms of said Contract.

I hereby certify that I have read, understand and agree to be bound by the Agent's Licensing Contract ("ALC") attached to the original Application for Agent's Appointment. I represent and warrant that I have not altered, modified or otherwise changed the terms of the ALC in any fashion. I acknowledge the ALC will form a part of my agent contract if this application is accepted by the Company.

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and...
2. I am not subject to backup withholding because: (a) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen (including U.S. resident alien)

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

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

I also certify 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.

Signature of Applicant/Agent _____ **Date** _____

TO BE COMPLETED BY THE AGENT'S IMMEDIATE HIERARCHY PRIOR TO SUBMISSION.

Hierarchy Name _____

Agent's Commission Level _____ Hierarchy Contract # _____

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

1. General Covenants and Definitions.

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

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

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

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

e. "Agents and subagents" shall mean you and your employees, any agent or broker you obtain or solicit who becomes a contracted agent or broker with the Company, and any agent or broker subsequently appointed or obtained by any agent or broker appointed by the Company directly or indirectly through you or any agent or broker network you have contracted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. "Customer Information" means an applicant's Application for a Contract or service and all nonpublic personal information about a customer that a party receives from another party. "Customer Information" includes, by way of example and not limitation, name, address, telephone number, social security number, health information and personal financial information (which may include customer account number).

b. The parties understand and acknowledge that they may be financial institutions subject to Privacy Law. The parties agree that they are prohibited from using the Customer Information received from another party other than as required by law, regulation or rule, or to carry out the purposes for which one party discloses Customer Information to the other party under this Contract, including use under an exception permitted by Privacy Law in the ordinary course of business to carry out the purposes.

c. The parties agree that (1) the purpose for which you, your agents and subagents disclose Customer Information to Company includes the establishment of a consumer/customer relationship between the consumer and Company in order to offer its financial products and the financial products of its affiliates to consumers; (2) the purpose for which Company discloses Customer Information to you, your agents and subagents is to service the Company Contract or other services obtained by the customer; and (3) they will use such information only as permitted by Privacy Law.

Subject to the provisions of subparagraph (b) above, the parties will not disclose the Customer Information to any other person without prior written permission from the other parties. The parties will establish and maintain safeguards against the unauthorized access, destruction, loss, or alteration of Customer Information in their control that are no less rigorous than those maintained by a party for its own information of a similar nature. In the event of any improper disclosure of any Customer Information, the party responsible for the disclosure will immediately notify the other parties.

16. Termination.

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

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

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

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

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

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



FAIR CREDIT REPORTING ACT DISCLOSURE

ING America Insurance Holdings, Inc. and each of its subsidiaries (the "Company") disclose to you that a consumer report is being obtained from a consumer reporting agency for the purpose of evaluating you for employment¹ as an independent contractor. It may be an "investigative consumer report" that includes information as to your character, general reputation, personal characteristics and mode of living.

I acknowledge that my signature on the agent appointment application serves as an acknowledgement that I have received this Disclosure in accordance with the requirements under the Fair Credit Reporting Act, as amended.

- **I authorize the Company, now and at any time while I am appointed and contracted to represent the Company for the sale and solicitation of the Company's products, to obtain a consumer report and/or investigative consumer report on me.**
- I authorize and request any consumer reporting agency to furnish any and all information in their possession regarding me in connection with employment¹ as an independent contractor. I authorize that a photocopy of this disclosure be accepted with the same authority as the original;
- I have the right to make a written request within a reasonable period of time to receive the additional, detailed information about the nature and scope of this investigation;
- I authorize the Company to share this information with the appropriate people in the Company, including but not limited to identified persons and those involved in the licensing and contracting process; and
- I understand I am not to solicit business on behalf of any Company until all required licenses and appointments have been obtained and all required contracts have been executed.
- **I have received "A Summary of Your Rights Under the Fair Credit Reporting Act."**

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

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

Name _____ Social Security Number _____

¹Producers and agents are independent contractors, not employees. "Employment" is used in a non legal sense and includes qualification for certain programs available to independent contractors. Nothing in this form shall be construed to create an employer/employee relationship.



A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as if you pay your bills on time or have filed bankruptcy — to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you — such as denying an application for credit, insurance, or employment — must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs — to which it has provided the data — of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- You can dispute inaccurate items with the source of the information. If you tell anyone — such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA — usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:

PLEASE CONTACT:

CRAs, creditors and others not listed below

Federal Trade Commission
Consumer Response Center - FCRA
Washington, DC 20580
1-877-382-4367 (Toll-Free)

National banks, federal branches/agencies of foreign banks
(word "National" or initials "N.A." appear in or after bank's
name)

Office of the Comptroller of the Currency
Compliance Management, Mail Stop 6-6
Washington, DC 20219
800-613-6743

Federal Reserve System member banks (except national banks,
and federal branches/agencies of foreign banks)

Federal Reserve Board
Division of Consumer & Community Affairs
Washington, DC 20551
202-452-3693

Savings associations and federally chartered savings banks
(word "Federal" or initials "F.S.B." appear in federal
institution's name)

Office of Thrift Supervision
Consumer Programs
Washington, DC 20552
800-842-6929

Federal credit unions (words "Federal Credit Union" appear in
institution's name)

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314
703-518-6360

State-chartered banks that are not members of the Federal
Reserve System

Federal Deposit Insurance Corporation
Division of Compliance & Consumer Affairs
Washington, DC 20429
800-934-FDIC

Air, surface, or rail common carriers regulated by former Civil
Aeronautics Board or Interstate Commerce Commission

Department of Transportation
Office of Financial Management
Washington, DC 20590
202-366-1306

Activities subject to the Packers and Stockyards Act, 1921

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250
202-720-7051
