



ReliaStar Life Insurance Company
 ReliaStar Life Insurance Company of New York
 Security Life of Denver Insurance Company
 ("Company")
 ING Service Center
 909 Locust St.
 Des Moines, IA 50309

ING Life Companies General Agent Agreement

In consideration of the following terms and conditions, this ING Life Companies General Agent Agreement (the "Agreement") is between the following parties and made effective as of the Effective Date stated in General Agent'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
 Email: lifelicensing@us.ing.com

B. General Agent:

 (individual or legal entity)

Address: _____
 Street

 City State Zip

Fax: _____

Email: _____

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 the General Agent or Producer is appointed and its respective officers, directors, employees and assigns. "Issuing Company" means the specific company issuing a Contract. If General Agent is appointed with more than one Company it is agreed that this Agreement is to be construed as a separate and distinct agreement between General Agent and each of the Companies with which General Agent 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 General Agent and one Company are distinct from the rights, obligations and responsibilities between General Agent 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, bonus schedules and wholesaling schedules.
- 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 General Agent or Producer while this Agreement is inforce.
- E. "Debit Balance" means any amount owed by General Agent, directly or through liability for any Producer, to a Company or to an ING Affiliate Company, as defined below, that is not paid when due, including but not limited to, a debt resulting from a refund of premium, payment of compensation, chargeback, loan, advance, annualization, settlement or indemnification obligation.

- F. "First Commissionable Event" means the first date on which the Issuing Company applies premium to a Contract that is issued and inforce; 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 General Agent, 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 Website.
- 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 Website" is a website 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. General Agent

A. Distribution

1. General Agent agrees to use its best efforts to recruit and recommend for appointment Producers to solicit or sell Contracts.
2. General Agent agrees to train and exercise general supervision over any Producer relating to Company products, procedures and the Guidelines.
3. General Agent agrees that this Agreement does not grant any exclusive territory or contract to General Agent and Company may provide continuing service directly to the Contract owners and their representatives.

B. Compliance. General Agent 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 General Agent or any Producer, to General Agent's knowledge, is convicted of a felony; and
3. At all times be properly licensed under all applicable state laws; and

4. Comply with all applicable state and federal 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 General Agent acknowledges that it has received and read the Guidelines, which are attached to and made a part of this Agreement. The Guidelines, as amended from time to time, are also posted on the Producer/Distributor Website; and
 6. Use only advertising and sales materials, including illustrations, that are approved by Company prior to use; and
 7. Comply with Company procedures, as stated in the Guidelines, prohibiting unfair competition and rebating, even in states where rebating is not illegal under state law; and
 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 General Agent and each of its employees and Producers will only make a recommendation to purchase a Contract when there are reasonable grounds to believe that the product meets the needs of the purchaser; and
 11. Assure that any Producer has access to the most current version of the following:
 - a. ING software for sales illustrations, needs analysis and other sales tools; and
 - b. The Producer/Distributor Website for updates on Company policies, procedures, and products, as well as regulatory and Company training opportunities; and
 12. Assure that any Producer promptly delivers Contracts and provides signed delivery receipts.
- C. Limitation of Authority. General Agent will have no authority and agrees not to:
1. Bind Company by any promise or agreement; and
 2. Incur any debt, expense, or liability whatever in Company's name or account; and
 3. Receive any money due or to become due to Company other than first premiums received in accordance with Company procedures; and
 4. Accept payment for a Contract in cash or cash equivalents, except to the extent permitted by the ING Anti-Money Laundering policies; and
 5. Deliver or allow any Contract to be delivered until the first premium has been paid in full; and
 6. Deliver a Contract if, after reasonable inquiry, General Agent is aware that the true facts as to the health, habits, occupation or other factors pertinent to the insurability of the proposed insured are not then as represented in the Application for such Contract; and
 7. Make, modify or discharge any Contract, or bind Company by making any promises respecting any Contract, including but not limited to, extending the time for paying premiums; and
 8. Hold any bank account using "ING" or any of the Company insurance company names in the account name; and
 9. Authorize or enable a Producer to do any act prohibited under this Agreement.

D. General Provisions

1. General Agent is responsible for payment of one hundred percent (100%) of any General Agent or Producer Debit Balance owed to any Company, as provided in the "Debit Balance" paragraph in this Agreement.
2. The relationship of General Agent 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. General Agent is free to exercise independent judgment as to the time, place and means of performing all acts under this Agreement.

3. General Agent is solely responsible for its staff, office space and expenses, including payment of all employment, state and federal taxes.
4. General Agent 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. General Agent agrees to use its best efforts to ensure that Producers keep accurate records of all transactions on behalf of Company.

IV. Compensation

A. Compensation Schedules

1. The General Agent 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 General Agent Compensation Schedule in effect on the date of the First Commissionable Event of the Contract, the Issuing Company will pay General Agent compensation on any Contract in accordance with the applicable commission cycle.
3. If the General Agent Compensation Schedule provides that General Agent has the responsibility for compensating Producer, General Agent agrees that the Issuing Company has no obligation to pay any compensation directly to Producer and agrees to indemnify and hold harmless the Issuing Company from all losses and expenses, including attorney fees, resulting from any claim by any Producer for compensation.
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 Website.
2. General Agent will continue to receive the compensation specified in the General Agent Compensation Schedules, except in the following situations:
 - a. During an investigation of General Agent 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 General Agent 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 General Agent, any remaining compensation owed under the Compensation Schedules will be paid to General Agent's estate; and
 - d. General Agent may not assign all or any part of General Agent's compensation accruing under this Agreement without the written consent of Company. Any assignment is subject to Company's right of offset and first lien provided for in this Agreement. A Producer's release or termination of compensation will not affect General Agent's right to compensation.

C. Chargebacks. The Company will charge back compensation to General Agent 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 General Agent on the amount refunded will be charged back and to the extent not repaid, will become a part of General Agent's Debit Balance, to be repaid to such Company promptly following Notice to General Agent.

D. Debit Balance

1. General Agent agrees to pay the Debit Balance of General Agent owed to any Company when due.

General Agent agrees to pay the Debit Balance of any Producer owed to any Company after the Company debt collection procedure has been completed and the Producer has not paid its full Debit Balance.

2. If any Debit Balance is not paid when due, the amount will bear interest at the rate posted on the Producer/Distributor Website, but in no event in excess of that permitted by applicable law.
3. General Agent grants to any Company a first lien on and the right to apply any amount due to General Agent from any Company and any ING Affiliate Company to offset General Agent's Debit Balance with any Company or any ING Affiliate Company.
4. Any Debit Balance of General Agent and 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, 2004, on which there is an underwritten face increase occurring on or after January 1, 2004:
 - a. If a Contract:
 - i. Is on a policy form available for sale on or after January 1, 2004, 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, 2004, compensation on the underwritten face increase will be paid to General Agent at the rates provided in the applicable General Agent'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 General Agent's Compensation Schedule applicable to the Contract in effect on December 31, 2003.
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, 2004, compensation will be paid at the rates specified and to the appropriate General Agent as stated in the COLA Procedures set forth on the Producer/Distributor Website.
3. No compensation will be paid to General Agent until the amount of compensation due exceeds a minimum amount. This minimum amount may vary from issuing Company to issuing Company, and may be amended from time to time. These amounts are published on the Producer/Distributor Website.
4. If the total payment due from any of the individual Companies during any calendar year following termination of this Agreement is less than \$10,000, then such Company may elect to pay the present value of the remaining compensation in one lump sum. The present value will be calculated based on an interest rate of 8% and the Linton B Persistency Table that in the Company's sole discretion reflects the expected persistency of the business. After such lump sum payment, the individual Company will be relieved of any further obligation under this Agreement for payment of compensation.

V. Termination

A. Immediate Termination

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

VI. Liability

- A. Errors and Omissions Insurance. At General Agent's expense, General Agent 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 General Agent and its employees, officers, directors and affiliates. Notwithstanding any insurance, General Agent remains fully liable to pay Company for any obligations, including but not limited to, the amount of any deficiency. General Agent will provide to Company a certificate demonstrating that the insurance coverage has been purchased and is in effect.
- B. Fidelity Bond. At General Agent's expense and where required by state law, General Agent 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. General Agent 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 General Agent or arising, directly or indirectly, from any act or omission of General Agent, and its employees, officers, directors and affiliates, and any Producer or anyone acting on General Agent's behalf. General Agent agrees to defend any Company, at General Agent'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. General Agent 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, General Agent 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. General Agent will also promptly notify Company of any significant regulatory investigation or litigation involving General Agent or any Producer of which General Agent 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 General Agent or Producer. General Agent agrees to reimburse Company for the costs of such settlement.

III. 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 or General Agent discloses Customer Information to Company includes the establishment of a consumer/customer relationship between the consumer and Company in order to offer its financial products and the financial products of its affiliates to consumers;
 2. The purpose for which Company discloses Customer Information to Producer or General Agent 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 General Agent Compensation Schedules, the Guidelines, and the General Agent'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 General Agent 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 General Agent. No oral promises or representations will be binding. Submission of an application for a Contract by General Agent or any Producer on or after the effective date of any such amendment will constitute General Agent's agreement to the amendment.

C. Non-Assignability. General Agent 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 General Agent 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 General Agent 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.

