

ING FIXEDDESIGN ANNUITIES

Fixed Annuity Application

IMPORTANT INFORMATION AND REMINDERS

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- Only one product is selected per application. (Complete a separate application for each additional product to be purchased.)
- If SPIA, a Single Premium Payout Choices Information page is completed (attached at the back of this form for your convenience).
- Applicable strategy allocations total 100%.
- The initial premium meets the product's minimum requirements.
- Any future premiums are identified in section 3.
- If a transfer is required, the approximate transfer amount is entered in section 3.
- The tax type for this new annuity (i.e.: Non-Qualified, IRA, SIMPLE IRA, TSA) is indicated in section 2, and any applicable conversion/establishment dates are provided.
- If the transfer involves a non-qualified annuity or life insurance policy and is "like to like", 1035 Exchange is selected.

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- If a replacement is involved, the appropriate transfer and state replacement forms are complete and submitted with this form.
- The name, address, date of birth, and Social Security Number/Tax Identification Number is provided for each individual/entity named.
- For non-natural owners, documentation is included (trust documents, corporate resolution, power of attorney paperwork, etc.) confirming the person is allowed to act on behalf of the owner. Remember to include the signature page with the documentation.

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- The Primary or Contingent status for each named Beneficiary is selected in section 7.
- Each Beneficiary is named individually. If there are any trust designations, the trust name is included.
- Designated Beneficiary (Primary and Contingent) percentages are clearly entered and each beneficiary type (Primary and Contingent) totals 100%.
- If there are additional Beneficiaries, they are clearly entered in section 8.

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- The Owner signed and dated section 10. Be sure to include the city and state where this application is signed.
- If this form is signed by a Power of Attorney, Legal Guardian, etc., a copy of the appropriate supporting documentation is provided confirming the signer's ability to act on behalf of the owner.
- The Owner enclosed the check or 1035/transfer paperwork.
- The correct product disclosure, which explains specific product information such as surrender charges, partial withdrawals and MVA provision (if applicable), was provided and read to the applicant. The disclosure also has applicant and agent signatures.

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- The name, agent number, Social Security Number, phone number, and signature for the agent are provided.
- If more than one agent is listed, the agent commission split is entered and totals 100%.
- Copies of all presented sales materials were left with applicant for future reference.

Single Premium Immediate Annuity (SPIA) Information

- The Single Premium Immediate Annuity information is completed (if applicable). If the Life Income Only payout option is selected, owner(s) have also initialed under the disclaimer.

Automatic Programs Request

- Bank information is verified.
- If EFT or Direct Deposit option is selected, a voided check is submitted with the application.

MAILING INSTRUCTIONS

Send completed and signed documents to :

For Regular Mail: ING FIXEDDESIGN
 Attn: New Business
 P.O. Box 617
 Des Moines, IA 50303-0617

For Overnight Delivery: ING FIXEDDESIGN
 Attn: New Business
 909 Locust Street
 Des Moines, IA 50309-2899

Questions? Call:

Licensing Department - 800-369-5305
Client Services Department - 800-369-5303
Sales Desk - 800-369-5301

APPLICATION

ING USA Annuity and Life Insurance Company (ING USA Annuity & Life)
 Service Office: P.O. Box 617, Des Moines, IA 50303-0617
 Overnight Address: 909 Locust Street, Des Moines, IA 50309-2899

1. PRODUCT SELECTION (Select One.)

All products or strategies may not be available in all states.

Flexible Premium Products

- Secure Index Five Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Point-to-Point Participation Index Strategy _____ %
 Point-to-Point Cap Index Strategy _____ %
 Monthly Average Index Strategy _____ %
 Total 100%

- Secure Index Seven Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Point-to-Point Participation Index Strategy _____ %
 Point-to-Point Cap Index Strategy _____ %
 Monthly Average Index Strategy _____ %
 Total 100%

- Selectra Multi-Strategy Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 One-Year Fixed Rate Strategy _____ %
 Annual Reset Equity Index Strategy _____ %
 Total Return Strategy _____ %
 Total 100%

- Income Outcome Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Retirement Index Strategy _____ %
 Total 100%

- Secure Index Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Interest Strategy _____ %
 Traditional Index Strategy _____ %
 Guaranteed Index Strategy _____ %
 Total 100%

Single Premium Products

- Secure Opportunities Plus Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Point-to-Point Participation Index Strategy _____ %
 Point-to-Point Cap Index Strategy _____ %
 Monthly Average Index Strategy _____ %
 Total 100%

- MarketSmart Index Deferred Annuity**
 5 6 7 10

- MultiSet Plus Guaranteed Deferred Annuity**
 5 6 7 8 9 10

- Single Premium Immediate Annuity**
 (Please complete Single Premium Immediate Annuity Payout Choices Request and submit with application.)

- Other Product** _____

2. PLAN TYPE FOR NEW CONTRACT

(Qualified or Non-Qualified. Please select one.)

- Non-Qualified:** Non-qualified 1035 Exchange ("Like to Like" transfer) Non-qualified Transfer
-
- Qualified:** IRA Contribution IRA Transfer IRA Rollover from Qualified Plan
 SEP-IRA 403(b) Qualified Other _____
 Roth IRA Simple IRA

If applicable, has the Required Minimum Distribution for the current tax year been met? Yes No

If this is an IRA contribution, please indicate the amount and tax year. _____

3. CONTRACT INFORMATION

Frequency and Amount of Premium Payment

Initial Purchase Payment: \$ _____ AND/OR Estimated Amount of Transfer/1035 Exchange: \$ _____
 Future Payments: \$ _____ Frequency: Monthly Quarterly Semi-Annually Annually

If this application is for a SEP-IRA or SIMPLE IRA, please complete a "Group-Billing Information" sheet. Submit it with this form.

4. REPLACEMENT

Do you have any existing life insurance policies or annuity contracts? Yes No

Will this contract replace any life insurance policy or annuity contract in this or any other company? Yes No

If "Yes", please identify each policy or contract and the issuing company.

Company _____ Policy/Contract # _____

Company _____ Policy/Contract # _____

Company _____ Policy/Contract # _____

Company _____ Policy/Contract # _____

5. ANNUITANT

Name _____

SSN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

Joint Annuitant (Does not apply if a qualified plan.)

Name _____

SSN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

6. OWNER (If different than Annuitant)

If a non-natural owner, please provide proper documents.

Name _____

SSN/TIN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

Joint Owner (Does not apply if a qualified plan.)

Name _____

SSN/TIN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

7. BENEFICIARY(S) - Must be completed.

Restricted Beneficiary - If requested, complete a "Beneficiary Designation With Restricted Payout" and submit with this form.

Beneficiary proceeds will be split equally if no percentages are provided.

Primary Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Primary Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Primary Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Primary Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Please use the space in section 8 if you need to list more Beneficiaries.

8. SPECIAL REMARKS

9. STATE REQUIRED NOTICES

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Arizona: On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

California Reg. 789.8: The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Arkansas, Washington D.C., Hawaii, Louisiana, Maine, New Mexico, Oklahoma, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

10. APPLICANT SIGNATURES AND ACKNOWLEDGEMENTS

(Please read carefully and sign below.)

Important Information: To help the government fight the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means to you:** When you apply for an annuity, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

The annuity applied for does not take effect until ING USA Annuity & Life receives the purchase payment. Make checks payable **ONLY** to ING USA Annuity and Life Insurance Company. Do not make checks payable to the agent, an agency or another company. Only the President, Vice President, or Secretary of ING USA Annuity & Life may modify, discharge or waive any of its rights under the contract.

I agree that, to the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that the statements and answers may be relied upon by ING USA Annuity & Life in deciding whether to issue the contract.

I have been advised:

- 1) the value allocated to any Account subject to a Market Value Adjustment may increase or decrease if surrendered or withdrawn prior to a specified date(s) as stated in the contract.
- 2) if the annuity applied for offers an Equity Index Strategy, contract values may be affected by an external index. The contract does not directly participate in any stock or equity investments. Any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.
- 3) that cash values under a flexible premium annuity where one premium is paid may be lower than cash values under a single premium annuity, and that purchase of a flexible premium annuity may be inappropriate in such case.

I have reviewed a copy of any disclosure material that applies to this contract. I have also received an original or a copy of any written, printed, or electronic communications used to present this product. I understand there is a penalty for early surrender of the annuity.

My signature certifies that the taxpayer identification number provided is correct. Unless and until you are otherwise notified, I am not subject to backup withholding because: I am exempt; or I have not been notified that I am subject to backup withholdings resulting from failure to report all interest dividends; or I have been notified that I am no longer subject to backup withholding. (Strike out the preceding sentence if subject to backup withholding.) I also affirm that I am a U.S. person (this includes a U.S. resident alien). Note: The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signed at (City, State) _____ Date _____

Owner Signature _____

Joint Owner Signature (if applicable) _____

11. AGENT INFORMATION AND SIGNATURE

Do you have reason to believe that the contract applied for will replace any existing annuity or life insurance coverage?

Yes No (If "Yes", complete and attach a copy of any state replacement forms that apply.)

If your state has adopted the NAIC Model Replacement Regulation, did you remember to do the following?

Provide any required replacement notice to the client and offer to read it aloud? (Note: If either of the questions in Replacement Section 4 is answered "Yes", you must provide a replacement notice.)

Complete the replacement notice for your state if another insurance contract is being replaced?

Complete any required state specific paperwork?

By signing below you certify: 1) any sales material was shown to the applicant and a copy was left with the applicant, 2) you used only insurer-approved sales material, 3) you have not made statements that differ from the sales material, and 4) no promises were made about the future value of any contract elements that are not guaranteed (This includes any expected future index gains that may apply to this contract.)

Compensation Alternative (Choose one. If no choice is made, Option A will be the default. Please verify which options are available.):

Option A - No Trail Option B - Trail Option C - Trail Option D - Trail

Check here if there is more than one agent on this contract.

Split for Agent #1 _____%, Agent #2 _____%, Agent #3 _____%

Please note: Compensation will be split equally if no percentages are indicated. Partial percentages will be rounded up. Agent #1 will be given the highest percentage in the case of unequal percentages. Agent #1 will receive all correspondence regarding the policy.

Agent #1

Name (print) _____ Signature _____

Agent Number/SSN _____ License # (FL agents only) _____

Address _____ City _____ State _____ ZIP _____

Agent Phone Number _____ Email Address _____

Marketing Organization _____ Marketing Organization Phone Number _____

For questions, call: Agent Marketing Organization

Agent #2

Name (print) _____

Agent Number/SSN _____ License # (FL agents only) _____

Agent #3

Name (print) _____

Agent Number/SSN _____ License # (FL agents only) _____

SINGLE PREMIUM IMMEDIATE ANNUITY (SPIA) INFORMATION

ING USA Annuity and Life Insurance Company (ING USA Annuity & Life)
 Service Office: P.O. Box 617, Des Moines, IA 50303-0617
 Overnight Address: 909 Locust Street, Des Moines, IA 50309-2899

Owner Name _____ SSN _____

1. PAYOUT DURATION (Select A or B.)

If you would like your payments deposited directly into your bank account, please complete the Bank Account Information section on the Automatic Programs Request.

A. **Period Certain** of _____ Years and _____ Months (Proceed to Section 2.)

B. **Life Contingent** (Select i. or ii.)

i. Single Life

ii. Joint Life (Select the percentage paid upon death):

100% 75% 67% 50%

Joint Payee Information

Name _____ Birth Date _____

Address _____ SSN _____

Life Contingent Payout Options (Complete if i. or ii. above is selected.)

Note: For any Life Contingent Payout Options, proof of age is required for all payees. Driver's license, passport, or birth certificate are the only documents accepted as proof of age.

Life Income Only (All owners must also initial the disclaimer below.)

Disclaimer: You have elected a Life Income Only option which means that payments will be made during the life of the annuity. After the annuitant's death, no further payments will be made. If this is a Joint Life Income Only option, after the last annuitant's death, no further payments will be made. No payments will be made to the annuitant's estate or to any other person.

Owner Initials: _____

Joint Owner Initials: _____

Life Income with Period Certain of:

_____ years and _____ months

Life Income with Installment Refund

Life Income with Cash Refund

2. INCREASING PAYOUT OPTION (Select No or Yes.)

No

Yes (If "Yes", choose one): _____ 3% OR _____ 6% (Available for Period Certain Only payout.)

3. FREQUENCY OF PAYMENT (Payment Period)

Monthly Quarterly Semi-Annually Annually

4. INCOME START DATE

This date will be one payment period from the date premium is received unless stated here. If the date identified will result in less than an entire payment period, the payout amount will be adjusted accordingly.

_____ / _____ / _____
 mm / dd / yy

5. TAX WITHHOLDING

I do not want income tax withheld.

I would like the following federal income tax withheld:

\$ _____ or _____ %

Note: If the income tax election is not selected, a minimum of a 10% federal income tax and any state-mandated income tax will be automatically withheld from the taxable amount on any distribution. Withholding will only apply to the portion of your distribution that is included in your income subject to federal income tax. For example, there will be no withholding on the return of your own nondeductible contributions to the contract. If you do not elect withholding or if you do not have enough tax withheld, you are liable for payment of federal income tax on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding are inadequate.

6. AUTHORIZATION

Owner Signature _____ Date _____

Joint Owner Signature (if applicable) _____ Date _____

AUTOMATIC PROGRAMS REQUEST

ING USA Annuity and Life Insurance Company (ING USA Annuity & Life)
 Service Office: P.O. Box 617, Des Moines, IA 50303-0617
 Overnight Address: 909 Locust Street, Des Moines, IA 50309-2899

Owner Name _____ SSN _____

OPTIONAL SYSTEMATIC PARTIAL WITHDRAWALS (Select one.)

To have withdrawals from your annuity contract deposited into your bank account, please complete the Bank Account Information Section below.

- Maximum amount available without surrender charges/MVA
- Specified Payment: \$ _____ (\$25.00 Minimum)
- Specified Percentage: _____%

Frequency: Monthly Quarterly Semi-Annually Annually

Starting (any day through the 28th): _____ (MM/DD/YYYY)

Must wait 30 days after the initial payment has been received to begin withdrawals.

- I do not want income tax withheld
- I would like the following federal income tax withheld: \$ _____ or _____%

If the income tax election is not selected, a 10% federal income tax and any state-mandated income tax will be automatically withheld from the taxable amount on any distribution. If you do not elect withholding or if you do not have enough tax withheld, you are liable for payment of federal income tax on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding are inadequate.

OPTIONAL PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT PLAN (Complete bank account information below.)

To have ING USA Annuity & Life withdraw payments from your bank account and deposit it into your annuity contract, please complete the Bank Account Information Section below.

I understand that all payments made will be allocated pro rata according to the initial allocations entered on this form. I understand and agree to indemnify ING USA Annuity & Life for any costs incurred should there be insufficient funds in the account listed below.

Deduction Frequency: Monthly Quarterly Semi-Annually Annually

Amount _____ (\$25.00 Minimum) Date to Start Transfer _____

BANK ACCOUNT INFORMATION (Please verify this information with your bank prior to submission.)

I hereby authorize ING USA Annuity & Life to initiate a debit/credit entry(ies) to the account indicated below and in the amount and frequency listed above. This authorization shall remain in force until I give ING USA Annuity & Life written notice of termination of this authorization and sufficient time to process. A voided check is required. Deposit slips will not be accepted in lieu of voided checks.

Bank Name _____

Bank Routing/ABA Number _____ Bank Phone Number _____

Bank Address _____ City _____ State _____ ZIP _____

Bank Account Number _____ Bank Account Type Checking Savings



AUTHORIZATION

Owner Signature _____ Date _____

Joint Owner Signature (if applicable) _____ Date _____

SECURE INDEX SEVEN ANNUITY DISCLOSURE

ING USA Annuity and Life Insurance Company
Service Office: P.O. Box 617, Des Moines, IA 50303-0617

Contract Form Series: IU-IA-3025

Some features of this annuity may not be available in all states or may vary by state. If you have any questions please contact your representative or the Company for details. This form is not intended to be a complete explanation of your annuity. Only your annuity contract contains complete details. Please read the disclosure, sign below and return all pages.

1. WHAT IS AN ANNUITY?

An annuity is a long-term financial product offered by insurance companies. This annuity is a flexible premium deferred annuity, which means you can make more than one premium payment and receive an income from this annuity at a later date.

Free Look Period

After you receive your contract, you have a number of days to review your annuity contract. During that period, if you decide against the purchase, you can return the contract and receive a complete refund of your premium.

Interest Rate Hold Period

If your initial premium consists of money that is transferred from another product, the interest rate shown is subject to change. If the company does not receive the money within a specified number of days from the date on which it sends a written transfer request to the company that issued the existing product, the interest rate may change. If a strategy contains a participation rate and/or a cap, these elements may also change if we do not receive the money within the number of days allowed. Ask your representative for the number of days allowed.

2. HOW MUCH WILL I EARN ON MY ANNUITY?

When you purchase a Secure Index Seven Annuity, you can choose different strategies for your money. Each strategy earns interest differently.

Fixed Rate Strategy

Each premium and redistribution allocated to this strategy earns interest at a stated fixed rate. For each premium and redistribution, interest is credited based on the new money rates in effect at the time the money is received, and that rate is guaranteed for one year. The interest rate for this strategy is declared in advance and guaranteed for one year, and may change annually.

Index Strategies

Index Credit is the amount that each premium and redistribution in a given strategy will earn based on the performance of the S&P 500[®] Index¹. The performance of the Index is measured over a one-year term called an indexing period. For each premium and redistribution, the annual growth of the Index is determined by comparing the Index number as of the start of the indexing period and the Index number as of the end of the indexing period.

Point-to-Point Participation Index Strategy

Index Credit for this strategy will be determined by calculating a percentage (Participation Rate) of the annual growth in the S&P 500[®] Index¹. The Participation Rate is declared in advance for each premium and redistribution and is guaranteed not to change for one year unless that value is redistributed.

Point-to-Point Cap Index Strategy

Index Credit for this strategy will be determined by using the annual growth of the S&P 500[®] Index¹, up to a stated Index Cap. The Index Cap is the maximum Index Credit that may be applied at the end of each indexing period. It is declared in advance for each premium and redistribution and is guaranteed not to change for one year unless that value is redistributed.

Monthly Average Index Strategy

Index Credit for this strategy will be determined by calculating a percentage (Participation Rate) of an averaged index growth as measured over the indexing period, minus a stated Index Spread. Average Index growth is determined by comparing the Index number as of the start of the indexing period and the average of the Index numbers on each of the twelve monthly anniversaries following the start of the indexing period. The Participation Rate and Index Spread are declared in advance for each premium and redistribution and are guaranteed not to change for one year unless that value is redistributed.

Minimum Guaranteed Contract Value

Your contract guarantees that the Minimum Guaranteed Contract Value will not be less than 100% of premiums less premium taxes and partial surrenders if applicable, accumulated at the Minimum Guaranteed Contract Rate, less surrender charges. The Minimum Guaranteed Contract Rate is explained in your contract.

3. WHAT HAPPENS WHEN I NEED MY MONEY?

You can make partial withdrawals, withdrawals for nursing home expenses, or receive periodic income payments from your annuity. When you access your money in these ways, the value of your withdrawal is based on the Contract Accumulation Value. The Accumulation Value for each strategy is calculated separately according to its interest crediting strategy. The sum of Accumulation Values from all strategies is the Contract Accumulation Value. Withdrawals will be taken on a pro-rata basis from each strategy utilized on a last-in, first-out basis.

¹"S&P 500[®]" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by ING USA Annuity and Life Insurance Company. The product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product. The S&P 500 Index does not reflect dividends paid on the underlying stocks.

3. WHAT HAPPENS WHEN I NEED MY MONEY? (continued)

Partial Withdrawals

During the first contract year, you may make systematic withdrawals of interest that has been credited to your contract without a surrender charge from the Fixed Rate Strategy only. After the first contract year, you may withdraw, per contract year, up to 10% of the Contract Accumulation Value (including any previous withdrawals in the contract year) without surrender charges.

Cash Surrender Value

The Cash Surrender Value of this contract equals the greater of the Minimum Guaranteed Contract Value or the Accumulation Value less any surrender charges. You may elect to receive your Cash Surrender Value as a lump sum, or after the first contract year as a series of income payments based on a payout option you select. Options include ones that could guarantee an income for your lifetime or for a specified period of years as explained in your contract.

Surrender Charges

During the surrender charge period, if total amount withdrawn in a contract year exceeds 10% of the Contract Accumulation Value, the entire amount withdrawn during that contract year will be subject to a surrender charge. **The surrender charge means that you may not get all your money back if you surrender the contract.**

The surrender charge is a percentage of the amount withdrawn as shown below.

| | | | | | | | | |
|---------------|-----|-----|-----|-----|----|----|----|----|
| Contract Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ |
| Percentage | 12% | 11% | 10% | 10% | 9% | 8% | 7% | 0% |

For Alabama, New Jersey, Oregon and Washington, the surrender charge is a percentage of the amount withdrawn as shown below.

| | | | | | | | | |
|-----------------------|-----|-----|------|------|------|------|------|----|
| Contract Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ |
| Percentage-Ages 0-55: | 12% | 11% | 10% | 10% | 9% | 8% | 7% | 0% |
| Percentage-Ages 56+: | 8% | 7% | 6.5% | 5.5% | 4.5% | 3.5% | 2.5% | 0% |

Nursing Home Waiver

You have access to the full accumulation value of your annuity (no surrender charge) if the annuitant becomes hospitalized or confined to an eligible nursing home. The hospitalization or confinement must begin after the contract effective date and must continue for at least 30 consecutive days. (Not available in Massachusetts or Texas.)

Death Benefit

Upon the death of the annuitant, the company waives any applicable surrender charge and pays the accumulation value directly to the designated beneficiary. The accumulation value paid on death will not receive an Index Credit for any index growth occurring during the indexing period in which the death occurred. The Internal Revenue Code requires payment of the death benefit upon the death of an owner. Your annuity contract contains complete details.

Tax Treatment

When you make withdrawals or surrender your annuity, you may be subject to federal income tax on the amount withdrawn. In addition, you may be subject to a 10% federal penalty tax if you make withdrawals or surrender your annuity before age 59 1/2. Federal law requires the withdrawals be taken first from interest earnings. State premium taxes may reduce the final value of your annuity. If this is a qualified annuity, all distributions may be taxable. Taxable distributions may also be subject to state income tax.

4. CAN I REDISTRIBUTE MY MONEY BETWEEN STRATEGIES?

You are allowed to redistribute money between currently offered strategies without a surrender charge. Redistributions are allowed at any time during the 30 days following the contract anniversary. For all strategies, the effective date of the redistribution is the contract anniversary immediately preceding the redistribution date. All redistributions are taken from the accumulation value of the affected strategies. Please see your contract for specific details on how the redistribution pro rata withdrawal adjustment is calculated.

5. AGENT COMPENSATION

The following is a general discussion of the compensation the Company pays for the sale of its annuity contracts. The Company pays commissions and other sales expenses from its general assets and revenues, including amounts it earns from fees and charges under the contracts. The price of an annuity is set by the Company, and reflects the compensation it pays for the sale of the contracts. It also covers the cost of contract guarantees, other costs such as the design, manufacture and service of the contracts, as well as the investment management needed to support the contracts' values.

Agents earn a commission for each Company contract sold. The commission is generally a percentage of the contract premiums you pay. The percentage may be higher for agents that sell a larger number of Company contracts. Agents also receive compensation for any additional amounts you add to your annuity contract. The actual percentage and amount of commission paid will vary based on the specific circumstances of your purchase.

Agents may receive additional compensation from the Company as a reward for things like achieving certain sales volume levels, sales contest objectives or other measures. The Company may also pay for agent education, training or attendance at conventions, and may pay bonuses, provide financing, or provide other payments or benefits. In addition, agents may be associated with marketing organizations (MOs) that have agreements with us. In these instances, the Company may pay the commission, in whole or in part, directly to the MO. The MO may, in turn, pay the agent a commission.

6. OTHER NOTES

- If you surrender your contract, you may receive back less than your original premium due to surrender charges.
- Any examples or historical performance shown should not be considered a representation of future performance of your annuity contract. Future performance may be greater or less than any performance shown in connection with the sale and issue of your annuity contract.
- Annuities are not insured by the FDIC or any other agency of the United States, any financial institutions or its affiliates. Annuities are not deposits or obligations of, nor guaranteed by, any financial institution or its affiliates.
- If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever surrender charges you may incur on the surrender of the existing annuity and your need to access your money. For information about your existing annuity, contact the issuing company.
- IRAs and qualified plans already receive tax-deferred treatment. If this annuity will be used for an IRA or qualified plan, consider other features about this annuity in your purchase decision.
- Neither the company nor its agents or representatives may give tax or legal advice. Consult with your tax advisor or attorney as to the applicability of this information to your own situation.

7. APPLICANT STATEMENT

I have read, or have been read, this document and understand its contents. By signing below, I acknowledge and understand the following:

- I have applied for an annuity. In doing so, I have discussed my investment objectives, my anticipated financial needs and my risk tolerance with my agent and believe this annuity meets my current financial needs and objectives.
- It is within the Company's sole discretion to set the interest rate on this annuity, subject to the minimum guaranteed value contained in the contract.
- Values of this annuity are not federally insured by the FDIC, the Federal Reserve Board or any other federal or state agency.
- Withdrawals may be subject to surrender charges and/or market value adjustments.
- Any values referred to in this document (other than the minimum guaranteed values) are not guarantees, promises or warranties.

Owner(s)/Applicant(s) Name (Please print) _____

Owner(s)/Applicant(s) Signature(s) _____

Social Security # _____ Phone # _____ Date _____

8. AGENT STATEMENT

By signing below, I acknowledge that I have reviewed this document with the applicant. I certify that a copy of this document, a copy of the Buyer's Guide, as well as any advertisement used in connection with the sale of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any nonguaranteed elements.

If this sale does not satisfy the company's replacement policy, check this box and attach an explanation.

Agent Name (Please print) _____

Agent Signature _____ Date _____

INTERNAL REPLACEMENT DISCLOSURE

909 Locust Street
Des Moines, IA 50309



Use this form when you are considering replacing a contract issued by an ING U.S. affiliated company with a contract issued by ING USA Annuity and Life Insurance Company. ING U.S. affiliated companies include:

Current Company Names:

ING Life Insurance and Annuity Company
ING USA Annuity and Life Insurance Company
Midwestern United Life Insurance Company
ReliaStar Life Insurance Company
ReliaStar Life Insurance Company of New York
Security Life of Denver Insurance Company

Predecessor Companies:

Aetna Life Insurance and Annuity Company
AmeriBest Life Insurance
Equitable Life Insurance Company of Iowa
Golden American Life Insurance Company
ING Insurance Company of America
Life Insurance Company of Georgia
Northern Life Insurance Company
Security-Connecticut Life Insurance Company
Southland Life Insurance Company
USG Annuity and Life Company
United Life & Annuity Insurance Company

A. APPLICATION TO (the Company):

ING USA Annuity and Life Insurance Company

B. IMPORTANT INFORMATION ABOUT REPLACING YOUR ANNUITY

Because new products and features are continually being developed, you may find it would be to your advantage to replace your current annuity. However, there are important differences you should be aware of before you make a final decision. Please read the following information about the proposed replacement. If there is anything that you don't understand, please discuss it with your Agent/Registered Representative before signing below.

Annuities are long-term contracts. The annuity you are considering is designed for people seeking long-term, tax-deferred accumulation of assets, generally for retirement or other long-term purposes.

Note to Agents/Registered Representatives: Check your internal replacement guidelines for rules concerning:

- transfer of multiple contracts
- combined internal replacement
- remaining surrender charges on current contract
- eligible current contracts

C. NEW OWNER INFORMATION

Owner Name _____ Age _____

SSN _____ Daytime Phone # _____

Joint Owner Name (if applicable) _____ Age _____

SSN _____ Daytime Phone # _____

D. ANNUITY INFORMATION

Type of current contract(s) that is being replaced:

- Fixed Annuity Registered Fixed Annuity Individual Variable Annuity
 Registered Group Variable Annuity Non-registered 401 Group Annuity Non-registered 457 Group Annuity

The following annuity contract(s) are being replaced:

Contract #/Current Company _____ Surrender Charge (% or \$) _____

Issue Date _____ Product Name _____

Contract #/Current Company _____ Surrender Charge (% or \$) _____

Issue Date _____ Product Name _____

Contract #/Current Company _____ Surrender Charge (% or \$) _____

Issue Date _____ Product Name _____

D. ANNUITY INFORMATION (continued)

Type of new contract: *(Select one. See list of available contracts in Section H on page 3.)*

- Fixed Annuity/Registered Fixed Annuity **(Skip to Section F.)**
- Variable Annuity (If you are replacing an individual variable annuity contract with another individual variable annuity contract, the new contract must be a GoldenSelect Access contract.)

E. CONTRACT COMPARISONS FOR VARIABLE CONTRACTS

Attention - Complete either E(1) or E(2), but not both.

E(1). Individual Variable Annuity Comparison

Comparison E(1) applies only if you are making an exchange from an existing individual variable annuity contract to a new individual variable annuity contract.

I understand that the following are the fees, charges and benefit values of my current contract(s) and the new contract:

| Fees and Charges | New Contract | Old Contract(1) | Old Contract(2) | Old Contract(3) |
|---|--|--|--|--|
| Mortality & Expense Fee | _____ % | _____ % | _____ % | _____ % |
| Administration Charge | _____ % | _____ % | _____ % | _____ % |
| Range of Sub-Account Investment Charges | _____ % - _____ % | _____ % - _____ % | _____ % - _____ % | _____ % - _____ % |
| Benefits <i>(Check applicable boxes)</i> | | | | |
| <input type="checkbox"/> Death Benefit Value | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| <input type="checkbox"/> Contract Value | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| <input type="checkbox"/> Living Benefit Value | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Death Benefit Type | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std |

E(2). Group Variable Annuity Comparison

Comparison E(2) applies only if you are making an exchange from an existing group variable annuity contract to a new individual variable annuity contract.

I understand that the following are the fees, charges and benefit values of my current contract(s) and the new contract:

| Fees and Charges | New Contract | Old Contract(1) | Old Contract(2) | Old Contract(3) |
|--|--|--|--|--|
| Mortality & Expense Fee & Administration Charges | _____ % | _____ % | _____ % | _____ % |
| Asset Based Separate Account Fees (e.g. Daily Asset Charges) | N/A | _____ % | _____ % | _____ % |
| Surrender Charges (Years & %) | _____ % | 0 % | 0 % | 0 % |
| Fixed Interest Rate (Rate and Term) | _____ % | _____ % | _____ % | _____ % |
| Range of Sub-Account Investment Charges | _____ % - _____ % | _____ % - _____ % | _____ % - _____ % | _____ % - _____ % |
| Benefits <i>(Check applicable boxes)</i> | | | | |
| <input type="checkbox"/> Death Benefit Value | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| <input type="checkbox"/> Contract Value | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| <input type="checkbox"/> Living Benefit Value | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Death Benefit Type | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std | <input type="checkbox"/> Enhanced <input type="checkbox"/> Std |

F. ACKNOWLEDGEMENTS AND REPLACEMENT INFORMATION

1. The decision to liquidate an annuity contract to fund a new one was proposed by *(please check)*:
 Me My Agent/Registered Representative A Forced Liquidation/Plan Termination
2. I am replacing my annuity contract(s) because (check all that apply):
 My investment objectives have changed I am seeking a higher rate or longer guarantee period
 I am seeking living benefit I've experienced a change in employment status
 I am seeking an enhanced guaranteed death benefit Other (explain) _____
3. If I have a loan outstanding on my existing contract, the balance used to secure my loan will not be transferred.
4. I have either (a) received and read the prospectus(es) for the proposed registered fixed or variable annuity contract(s) or (b) received, read and signed a disclosure form for the new fixed annuity contract(s). I am aware of the features and benefits as well as the fees and charges applicable under the proposed annuity contract(s).
5. I understand the new contract may have additional and/or higher charges, including new surrender charges.
6. I realize my Agent/Registered Representative may receive a commission in connection with the purchase of the new annuity contract(s).
7. As a result of the exchange, my investment risk has (check one):
 Increased Decreased Remained the same
8. If applicable, I have been made aware that the expenses for a contract providing a premium credit may be higher than for contracts not providing a premium credit. Over time, and under certain circumstances, the amount of the premium credit may be more than offset by the additional fees and charges associated with the premium credit.

G. SIGNATURES

Note: If you have questions or need additional information, please contact your Agent/Registered Representative or the company directly at the address indicated on your application before signing this disclosure.

By signing below you acknowledge that you have read, or have been read, this document and understand it. You are also acknowledging that the new contract better suits your financial goals and objectives.

Owner's Signature _____ Date _____

Joint Owner's Signature *(if applicable)* _____ Date _____

Agent/Registered Representative's Name _____

H. NEW CONTRACTS AVAILABLE FOR INTERNAL REPLACEMENT**Fixed Annuity Contracts**

- FixedDesign FPA 9 Annuity
- FixedDesign Max Guarantee Annuity
- FixedDesign MultiBuilder Annuity
- FixedDesign MultiSet Plus Annuity
- FixedDesign Income Outcome Annuity
- FixedDesign Selectra Annuity
- FixedDesign Secure Index Annuity
- FixedDesign MarketSmart Annuity
- SmartDesign Single Premium Fixed Annuity

Variable Annuity Contracts

- GoldenSelect Access
- GoldenSelect Premium Plus
- GoldenSelect ES II
- GoldenSelect Landmark
- SmartDesign Signature
- SmartDesign VA
- SmartDesign Advantage

Registered Fixed Annuity Contracts

- SmartDesign MultiRate Index Annuity
- GoldenSelect Guarantee Annuity

REPLACEMENT NOTICE - REPLACING YOUR LIFE INSURANCE POLICY OR ANNUITY?



ING USA Annuity and Life Insurance Company
Service Office: 909 Locust Street, Des Moines, IA 50309

Are you thinking about buying a new policy and discontinuing or changing an existing policy? If you are, your decision could be a good one — or a mistake. You will not know for sure unless you make a careful comparison of your existing policy and the proposed policy.

Make sure you understand the facts. Ask the company or agent that sold you your existing policy to provide you with a policy summary statement.

This notice contains a check list of some of the items you should consider in making your decision. TAKE TIME TO READ IT.

Do not let one agent or insurer prevent you from obtaining information from another agent or insurer which may be to your advantage.

Hear both sides before you decide. This way, you can be sure you are making a decision that is in your best interest.

We are required to notify your existing company that you may be replacing their policy.

Applicant's Signature _____ Date _____

Applicant's Name and Address (Printed) _____

Agent's Signature _____ Date _____

Agent's Name and Address (Printed) _____

Telephone Number _____ Licence Number _____

Items to Consider

1. If the policy coverages are basically similar, premiums for a new policy may be higher because rates increase as your age increases.
2. Cash values and dividends, if any, may grow slower under a new policy initially because of the initial costs of issuing a policy.
3. Your present insurance company may be able to make a change on terms which may be more favorable than if you replace existing insurance with new insurance with new insurance.
4. If you borrow against an existing policy to pay premiums on a new policy, death benefits payable under your existing policy will be reduced by the amount of any unpaid loan, including unpaid interest.
5. Current interest rates are not guaranteed. Guaranteed interest rates are usually considerably lower than current rates. What rates are guaranteed?
6. Are premiums guaranteed or subject to change — up or down?
7. Participating policies pay dividends that may materially reduce the cost of insurance over the life of the contract. Dividends, however, are not guaranteed.
8. CAUTION: You are urged not to take action to terminate, assign, or alter your existing life insurance coverage until after you have been issued the new policy, examined it, and have found it to be acceptable to you.

and

REMEMBER: You have twenty (20) days following receipt to examine the contents of any individual life insurance policy or annuity. If you are not satisfied with it for any reason, you have the right to return it to the insurer at its home or branch office, or to the agent through who it was purchased, for a full refund of premium.

Existing Insurer _____

Existing Insurer _____

Existing Insurer _____