



# Investment Advisor Declaration

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“Company” Golden American Life Insurance Co., Equitable Life Insurance Co. of Iowa, Southland Life Insurance Co., Security Life of Denver, United Life and Annuity, ING Insurance Co. of America, ING Life Insurance and Annuity Co., Reliastar Life Insurance Company of New York.

## ANNUITY INFORMATION AND PAYMENT INSTRUCTIONS

Annuity (“Annuity”) Number: \_\_\_\_\_

Application date (if completed at time of application): \_\_\_\_\_

Owner(s): \_\_\_\_\_

Social Security/Tax I.D. No. \_\_\_\_\_

Advisory Fees are to be made payable and sent to Investment Advisor (if applicable)

“Advisor”: **Foy Financial Services, Inc.**

Advisor Address: **12501 Holdrege Street**

City : **Lincoln** State: **NE** Zip: **68527**

Strategy name/number: \_\_\_\_\_

Annuity Type:

- Non-Qualified
- IRA
- 403(b)
- 401(k)
- Simple IRA
- 457
- Other Qualified

**Please choose option 1, 2 or both by initialing the appropriate box(es) below.**

**1. Transfer Authorization**

I/We hereby authorize Company to comply with written, telephone, or faxed transfer instructions. The advisor will provide a list (maximum 3) of authorized persons who can provide these instructions. Advisor may make changes to the list of authorized persons at the Advisors discretion.

**2. Fee Payment Authorization**

I/We hereby authorize Company to comply with written requests by Advisor to liquidate a given dollar amount in the Annuity to pay Advisory Fees (“Fees”) under an agreement executed between Advisor and Owner. Company has no responsibility or liability to determine that instructions received from the Advisor are in compliance with such agreement. Unless directed otherwise by Owner or Advisor, Fees will be deducted pro-rata from the funds in variable sub-accounts of the Annuity. I/We acknowledge and understand that partial surrenders may incur surrender charges which will require Company to liquidate a larger percentage or dollar amount than the amount required to pay the Fees. I/We expressly authorize Company to liquidate such percentage or dollar amounts.

**2b. Withholding**

Federal Law requires Company to withhold income from my distribution that is subject to tax unless the Owner requests that Company not withhold. The Owner may not elect out of withholding unless owner has provided Company with an U.S. residence and a Social Security/Taxpayer I.D. Number. Some states have enacted state tax withholding. Generally, however, an election out of Federal tax withholding is an election out of state tax withholding. I elect the following with respect to the payment of Fees under this authorization.

I/We do not want Federal Income Tax withheld from the Fees.

I/We understand that Federal Income Tax will be withheld from the Fees.  
Please withhold at \_\_\_\_\_%.

If no amount is stated, Company will withhold the required minimum amount under Federal and State law.

**3. Statements**

I/We authorize Company to release information including financial transactions, values and statements regarding this contract to the Advisor.

**4. Disclaimer and Indemnification**

Company does not make any representation or warranty, by accepting instruction or by executing an advisory services agreement or otherwise, concerning the tax treatment of payment of Fees under the Internal Revenue Code, as amended, or otherwise. Company has no responsibility or liability for any taxes, penalties, and/or interest which may be assessed by the Internal Revenue Service or other administrative tribunal or court arising out of this authorization. I/We hereby indemnify and hold Company harmless from and against any and all claims, losses, liabilities or damages, costs or expenses, including but not limited to taxes, penalties and/or interest (individually and collectively referred to as "Loss") arising out of any Advisor initiated transfer or partial surrender. Company is not responsible and has no liability for any Loss incurred by Owner(s) as a result of the transactions contemplated by this authorization except in the event that Owner suffers any such Loss as a result of the willful misconduct of Company, its employees or agents in processing transfer or partial surrender requests made by Advisor.

This authorization will remain in full force and effect until revoked by me/us by a written notice received at Company's Customer Service Center.

Owner's Signature: \_\_\_\_\_ Date \_\_\_\_\_

Joint Owner's Signature (if applicable): \_\_\_\_\_ Date \_\_\_\_\_