

**STANDARD  
COMMISSION SCHEDULE  
FOR GROUP ANNUITY PENSION PRODUCTS  
ISSUED BY TRANSAMERICA LIFE INSURANCE COMPANY  
SINGLE EMPLOYER CONTRACTS**

**EFFECTIVE AUGUST 20, 2007**

Transamerica Life Insurance Company (the "Company") will provide the following compensation rates for sales of its standard group annuity pension products to qualified pension or profit sharing plans (contract form number CNT-TLIC 10-05). Commission Option may not change after commission payment begins under a contract. Specific contracts may have other compensation arrangements as agreed in writing.

**STABLE VALUE ASSETS UNDER GROUP ANNUITY CONTRACTS IN CONJUNCTION WITH ADVISOR SERIES**

**Asset-Based (all years) – 0.15%**

**ALL OTHER PRODUCTS COVERED BY THIS SCHEDULE**

**Commission Options 1 through 6 and 10 through 11:**

<b><u>Commission Options</u></b>				
	<b>Option 1</b>	<b>Option 4</b>		
Deposit-based (all years)	0.50%	1.00%		
Asset-based (all years)	0.25%	0.25%		
	<b>Option 2</b>	<b>Option 5</b>	<b>Option 10</b>	<b>Option 11</b>
Deposit-based (year 1)	1.00%	1.50%	0.50%	1.00%
Asset-based (years 2+)	0.25%	0.30%	0.15%	0.50%
	<b>Option 3</b>	<b>Option 6</b>		
Deposit-based (years 1-5)	1.50%	2.00%		
Asset-based (years 6+)	0.20%	0.25%		

**Flexible Trail Commission Option:**

This option includes only an Asset-based commission and no Deposit-based commission. Under this option the producer may choose a flat trail commission of up to a maximum of 100 basis points.

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For purposes of this Schedule, the following definitions and provisions will apply, along with definitions in the respective contracts:

**Definitions:**

**Deposit** - A payment to the Company by the Contractholder, excluding Company Existing Funds and loan payments, which is made to any Contract Account other than the Suspense Account maintained under the Group Annuity Contract.

**Commission Year** - The first Commission Year of the Group Annuity Contract is the twelve-month period starting on the date the first Deposit to the Group Annuity Contract is received by the Company at its Administrative Office. Renewal Commission Years will be each twelve-month period following in sequence.

**Company Existing Funds** - Funds obtained from a loan, surrender, withdrawal or termination of any annuity contract or life insurance policy issued by the Company or any insurance company which is directly or indirectly owned by Transamerica Corporation or AEGON N.V. which are transferred to the Group Annuity.

**General Provisions:**

Subject to the terms and conditions described in this Schedule, the Company will pay commissions on Deposits credited to the Group Annuity Contract or on monthly Contract Account values, as applicable. The amount of commissions payable will be determined by applying the appropriate Commission Rates, as determined above, to the total amount of Deposits credited to the Group Annuity Contract during the Commission Year, or to the monthly fund balances of all Contract Accounts other than the Suspense Account in the case of asset based rates (at the monthly equivalent of 1/12<sup>th</sup> of the annual rates shown in the scale) during a Commission Year. Adjustments to commissions for a previous period due to a miscalculation will be made from the following period's commission payment.

Any assignment of the commissions payable under this Agreement, in whole or in part, without the Company's prior written consent will be void and of no effect, and will vest no rights in the assignee. This limitation includes absolute assignments and assignments as collateral security.

No compensation under this Schedule will be paid until all documents have been signed and Deposits have been received and allocated. All compensation under this Schedule is payable only if and so long as the producer:

- (a) Is continuously and actively engaged as an agent or broker in the insurance business;
- (b) Is continuously and properly licensed to transact an insurance business for the Company with respect to Group Annuity Contracts;
- (c) Is continuously recognized by the Contractholder as agent or broker with respect to the applicable Group Annuity Contracts; and
- (d) Services each applicable Group Annuity Contract in a manner satisfactory to the Company.

If a producer is contracted as a representative of a broker-dealer, insurance agency, or other entity which is entitled to the compensation based on the production of such producer, compensation under this Schedule shall be payable only if and so long as (1) the foregoing conditions are met with respect to such producer representative, (2) such broker-dealer, insurance agency, or other entity remains legally entitled to the compensation, (3) the Company may lawfully pay the compensation to such broker-dealer, insurance agency or other entity, and (4) such producer representative remains a representative of such broker-dealer, insurance agency, or other entity.

In addition, the Company may from time to time on any Group Annuity Contract request the producer to furnish the Company with written evidence, signed by the Contractholder, that the producer is and has been continuously recognized by the Contractholder as agent or broker with respect to that Group Annuity Contract. Upon request, the producer shall furnish such written evidence. No commissions or bonus will be payable under this Schedule until the Company receives such written evidence. If the producer fails to furnish such written evidence within a reasonable time after the Company makes such request, the producer will be deemed to have ceased to be qualified for the payment of commissions and bonuses relative to that Group Annuity Contract on the date the request was made. Compensation will also cease to become payable under this Schedule on any specific case after the Company receives written notification from the Contractholder to discontinue payment of commissions to the agent or broker.

The Company's obligations under this Commission Schedule and the rights of any person or entity to receive commission or other compensation hereunder are subject to the terms, conditions, and provisions set forth in the agency contract, sales contract, selling agreement, or other contract or agreement which authorizes the sale of the Company's group pension annuity contracts by the person or entity to whom or which the commission or other compensation is payable. The Company has the right at all times to change the rates of commission and other compensation it will pay for sales of its products.