

your
annuity&life
retirement designers

LICENSING REQUIREMENTS

Please include the following requirements and Fax to **888.207.9489**
Or E-Mail to **contracting@retiredesign.com**

Contracting Requirements

- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

Training Requirements

- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

Username: First four letters of last name and last six of the social - all lowercase

Password: First time users will use the last name (lowercase)

Licensing Questions please call:

800.931.0138

www.RetireDesign.com

Section I - Demographic Information - Individual

Producer Name	Producer's DOB	SSN or TIN Number	National Producer Number
Producer's Home Address, City, State, ZIP Code			Producer's Home Phone Number
Business Address, City, State, ZIP Code		Business Phone Number	Fax Number
E-Mail Address	Producer's Firm Affiliation		

Section II - Background Guidelines - Please Review

Once the Application for Sub Producers is received, a background investigation will be conducted on every producer applying for a producer relationship with Phoenix Life Insurance Company as required by state and federal law. You will not be eligible for a producer relationship with Phoenix if you do not meet our guidelines. You will need to resolve any outstanding items with the credit reporting agency or state regulatory body prior to consideration. The guidelines are as follows:

Financial Debt <ul style="list-style-type: none"> • No credit report available • Outstanding collection accounts, foreclosures, liens, or judgments exceeding \$50,000, including commission chargebacks from an insurance company • Pending or active bankruptcy 	State Regulatory/FINRA <ul style="list-style-type: none"> • State license revocation, suspension, fine, or sanction (reviewed case by case) • Customer disputes, disciplinary and regulatory events resulting in fines, sanctions, or suspension (reviewed case by case)
Criminal <ul style="list-style-type: none"> • Felony conviction (automatic decline) • Misdemeanor convictions involving fraud, theft, or breach of trust (automatic decline) • Other misdemeanor convictions within the last 10 years (reviewed case by case) • Pending criminal charges 	Other <ul style="list-style-type: none"> • Background questions answers on the application do not match background report results • "Yes" answers on the background questions and all explanations will be reviewed

Section III - Your Background Information - COMPLETE THIS SECTION

1. Have you ever had a state insurance license, state securities registration, or your FINRA registration denied, suspended or revoked for any reason? Yes No
2. Have you ever been fined or censured by a federal or state regulatory agency? Yes No
3. Do you have any outstanding collection accounts, liens or judgments against you, totaling \$50,000 or more? Yes No
4. Do you currently have an active or pending bankruptcy petition (voluntary or involuntary)? Yes No
5. Have you ever been charged with, convicted, pled guilty, or pled no lo contendre (no contest) to a felony? Yes No
6. Have you ever been charged with, convicted, pled guilty, or pled no lo contendre (no contest) to a misdemeanor other than a minor traffic violation or DUI? Yes No
7. Do you have any outstanding debt(s) with any Distributor, Insurance Company, or Broker/Dealer? Yes No
8. Has a life insurance company ever terminated your appointment or contract to sell its products for any reason other than lack of production? . Yes No
9. Are you now the subject of any complaint, investigation or proceeding that could result in a "yes" answer to questions 1-8? Yes No
10. Do you maintain Errors and Omissions liability insurance in the minimum required coverage amount of one million dollars per occurrence? Yes No

Please explain any "Yes" answers to the background information questions in Section III. Give specific details including dates, circumstances, and outcome on a separate sheet of paper. Ensure that this sheet is signed, dated, and returned with the application. Also include copies of any relevant documentation, such as release of debt, satisfaction of judgment or approved payment plan.

Section IV - Signature

The answers provided to the questions in Section III above are true to the best of my knowledge. I will promptly notify Phoenix Life Insurance Company if any of the above information changes. Failure to answer truthfully can result in immediate termination.

Name - Please Print	Signature	Date Signed
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Specific authorization is hereby given to Phoenix Life Insurance Company and any of its subsidiaries to obtain an investigative consumer report on me, to contact any pertinent personal and business references and to verify my previous employment and registration history. I release each person from any and all liability, of whatever nature, by reason of the furnishing of any of the above information. **I specifically understand that this authorization, or a true photocopy thereof, shall continue and may be used as long as I have a relationship with Phoenix Life Insurance Company or their affiliates or subsidiaries, unless otherwise required by law.** The undersigned applicant hereby certifies that the applicant has received a copy of this notice and has read and understood its contents.

I further authorize Phoenix to obtain a Vector One report in connection with this contract application. Vector One is a service that provides member insurance companies information about agent debit account balances. Phoenix may become a participant and subscriber to Vector One.

I further authorize Phoenix or its duly authorized representatives to contact any organization or individual who has knowledge of my employment history, credit history, financial status, or record of any criminal history to (a) obtain a record of such history, status or activity and (b) hereby authorize the release of such information by such organization or individual in connection with this application and (c) authorize Phoenix to release information about any debit balance I may incur to Vector One, its successors, and/or any organization designated to replace Vector One. The authorization shall remain valid and effect during the term of any contract I may have with Phoenix.

I further authorize Phoenix or its duly authorized representatives to release or share any information obtained as a result of this authorization with my Distributor as represented to Phoenix.

Federal and state laws require Phoenix Life Insurance Company to notify you that we will request an investigative report. Phoenix obtains these reports from Business Information Group, Inc. This is an independent firm with corporate headquarters in Southampton, PA. Their mailing address is: Attn: Consumer Disclosure, PO Box 130 Southampton, PA 18966. It's toll-free number is 1-800-260-1680. The report will contain applicable information as to your identity, residence, educational history, criminal history, work history, financial history and driving record.

Business Information Group, Inc. will obtain this information by verifying the accuracy of your application, and by accessing public sources of credit and court information. You may obtain a copy of this report by contacting Business Information Group, Inc. directly, however, a fee may be required.

Residents of California, Minnesota and Oklahoma, please indicate if you want to receive a copy of the report:

I am a resident of CA, MN or OK. Please send me a copy of my report.

Applicant Name/Entity Name (Please print)	Social Security Number/TIN
Signature of Applicant/Officer of Entity	Date

This PRODUCER AGREEMENT (“Agreement”) is made and entered into as of the execution date set forth below by and between PHOENIX LIFE INSURANCE COMPANY (“PLIC”), an insurance company organized and governed under the laws of the State of New York and PHL VARIABLE INSURANCE COMPANY (“PHLVIC”), an insurance company organized and governed under the laws of the State of Connecticut, and the person or entity below designated as the Producer (“Producer”).

PLIC and PHLVIC (collectively, “Phoenix”) are insurance companies that market, sell and administer insurance products (“Phoenix Products”). Under this Agreement, Producer wishes to sell Phoenix Products in person and/or through Producers and/or Sub-Producers (“Representatives”), and Phoenix wishes to authorize Producer to sell Phoenix Products and perform functions as set forth in this agreement.

PRODUCER OBLIGATIONS

Licensing. Producer shall offer Phoenix Products only in those states where it has valid licenses (to the extent licensing is required) at the time of solicitation and sale, has completed legally required educational requirements, if any, and is otherwise in good standing with each state agency that regulates the sale of the Phoenix Products.

Independent Contractor Status. It is understood and agreed that Producer and each Representative are independent contracts and not employees of Phoenix or any of its subsidiaries. None of the terms of this Agreement shall be construed as creating an employer-employee relationship between Producer or any Representative, on the one hand, and Phoenix, on the other hand.

Distributor. Producer may affiliate with a third party which performs various functions including, but not limited to, the promotion, sale and marketing of Phoenix Products (“Distributor”). For the Phoenix Product(s) which Producer conducts business through Distributor, Distributor will be designated on the Producer Compensation Schedule(s)(s).

Phoenix Materials. To the extent that Producer or any Representative uses brochures, other promotional materials and literature, and training material in connection with marketing or servicing Phoenix Products, or that mention Phoenix, its products or services in any way (“Phoenix Materials”), such materials shall only be used with the prior written approval of Phoenix. Similarly, Producer shall not use any information related to Phoenix or Phoenix Products on any Website without the prior written consent of Phoenix. Any requests for written approval of materials for use by either Producer or a Representative shall be submitted in writing by Producer to Phoenix and said approval will not be unreasonably withheld.

Disclosure of Relationship with Phoenix and Disclosure of Compensation. If and as required by applicable Law, Producer shall disclose in writing to each applicant for a Phoenix Product, Producer’s relationship with Phoenix and the compensation, and anything of value, Producer receives from Phoenix for the services performed under this or any other Agreement. As required by Applicable Law, governmental authority, or with the consent of Producer, Phoenix may disclose to its purchasers of Phoenix Products, and potential purchasers of Phoenix products, details regarding compensation, and anything of value, it, and any Phoenix affiliate, may pay to Producer and any Representative, under this Agreement and any other agreement.

Suitability. Producer shall insure that each sale of Phoenix Products covered by this Agreement which is proposed or made directly by the Producer is: (1) appropriate for and suitable to the needs of the insured and the person or entity to whom Producer made the sale, at the time the sale is made, (2) is suitable in accordance with applicable law governing suitability of insurance products, and (3) is in compliance with Phoenix’s suitability policies and procedures made available to Producer. Prior to presentation of an application for a Phoenix Product to an individual, Producer shall deliver to the applicant any and all notices or other written documents required, either by applicable law or by Phoenix, for delivery at or prior to the time of application, including, without limitation, any legally and Phoenix required suitability forms and any legally-required disclosure statements and shoppers’ or buyers’ guide. The knowledge of or consent to the sale by the insured or the person or entity to whom the sale was made is not evidence of suitability.

Replacement. Producer shall not engage in an intentional systematic pattern of replacement of any insurance products, including the replacement of Phoenix Products. Consistent with applicable law, Producer shall make necessary inquiries to each applicant for a Phoenix Product as to any insurance already in effect for the applicant and, upon determination that a prospective sale involves the replacement of existing coverage, Producer shall furnish the applicant with and effect proper execution and retention of any replacement notices and information as required by applicable law. This Provision shall survive the termination of this Agreement.

Transmission of Applications and Purchase Payments. Producer shall transmit promptly to Phoenix (and in no event later than five business days of receipt by the Producer), all applications and any applicable initial purchase payments or premiums for Phoenix Products. Producer shall not collect any payments other than initial purchase payments or premiums. Producer shall only collect payments in a form as directed by Phoenix.

Premium Discounts and Rebating. Producer shall not discount premiums, except with the prior written approval from Phoenix, or engage in rebating in connection with the sale of a Phoenix Product.

Contract Delivery. Producer shall deliver newly issued Phoenix Products to the contract owner in accordance with Phoenix’s published guidelines.

Ethical/Professional Behavior; Compliance. In the conduct of its business and in the performance of its obligations under this Agreement, Producer shall comply with, all applicable laws and policies and procedures established by Phoenix, as may be amended from time to time and communicated to Distributor, or to Producer if there is no applicable Distributor.

Customer Complaint Handling. Upon receipt of any written or oral complaint from a Phoenix Policy holder, Producer will immediately advise Phoenix of the complaint. Producer agrees to fully cooperate with Phoenix in its investigation of the matter. This cooperation shall include, but not be limited to, responding to any requests for information, providing any needed statements and supplying copies of files on the matter that is the subject of the complaint. Producer has no authority to settle or resolve the complaint involving a Phoenix Product.

Notification of and Cooperation with any Examination, Investigation or Litigation. Producer will immediately notify any Distributor(s) and the General Counsel of Phoenix of any investigations or examinations commenced by any regulatory authorities to any aspect of Producer’s marketing and sales practices, or that of Producer’s Representatives. Producer further agrees to immediately notify any Distributor(s) and the Phoenix General Counsel of any pending or threatened litigation which relates to Producer sales practices, or that of Producer’s Representatives involving the sales of any Phoenix products. Producer shall cooperate fully in any regulatory investigation or proceeding or judicial proceeding arising in connection with the offer, sale and/or servicing of Phoenix Products. In the case of a customer complaint, Producer shall promptly refer such complaint to Phoenix for handling where appropriate and provide Phoenix with customer complaint information and documentation upon request. Subject to the provision of this Agreement regarding Confidential Information and upon reasonable notice given, Producer shall make available to Phoenix for examination, review and/or audit its files books and records pertaining to its obligations under this Agreement and respecting Phoenix Products and contract holders. Unless otherwise agreed, such examination, review and or audit shall take place on Producer’s premises during its normal business hours. Phoenix shall also be entitled to obtain copies of any and all such files, books and records. Producer shall cooperate to the fullest extent with such examinations, reviews and audits. This Provision shall survive the termination of this Agreement.

Insurable Interest. Producer shall not directly or indirectly participate in a practice or plan to initiate an insurance product for the ultimate benefit of a third party who, at the time the insurance product is originated, has no insurable interest in the insured, the insured’s consent to or knowledge of the insurance coverage notwithstanding.

Expenses. The Producer is responsible for all expenses incurred by the Producer, except as may be agreed to in writing by Phoenix prior to the Producer incurring such expenses. Additionally, Phoenix shall, at its expense, provide its standard advertising and promotional material to the Producer when deemed appropriate by Phoenix.

Errors and Omissions Coverage. Producer shall maintain errors and omissions liability insurance during the term of this Agreement in the minimum coverage amount of one million dollars (\$1,000,000) per occurrence. Evidence of coverage shall be provided to Phoenix when requested, and Phoenix reserves the right to decide that errors and omissions liability insurance does not satisfy the requirements of this Section on the basis that the carrier or the terms of the coverage is unacceptable to Phoenix.

Anti-Money Laundering Program. Producer agrees that Producer will remain in compliance with all applicable anti-money laundering laws and regulations. Producer further agrees to fully cooperate and assist Phoenix in implementing and carrying out its anti-money laundering program as applicable to activities under this Agreement including providing requested customer information, following customer identification procedures, and cooperating with the required training of Representatives and employees including providing any requested certification and information regarding such training.

Conduct of Representatives. Producer will cause and require all Representatives associated with Producer to comply with the Terms of this Agreement and all applicable state and federal laws. Producer will also cause and require all Representatives associated with Producer to become familiar and comply with the terms of this Agreement and all compliance and/or market conduct directives, manuals, guidelines that may be issued from time to time by Phoenix.

Contracting of Representatives. (1) Phoenix shall retain the authority to terminate or cancel any relationship between Representatives and Phoenix. Any such Representative whose relationship has been terminated or canceled by Phoenix shall not perform any duties for

Producer which involve Phoenix Products or contract holders. (2) Producer shall be responsible to Phoenix for all business done or entrusted to Representatives or others appointed or employed by Producer, and no such appointee or Representative shall have any claim against Phoenix for commissions or otherwise. (3) Producer shall indemnify and save Phoenix harmless from all losses, expenses, costs, damages and liability resulting from negligent acts by Producer or its Representatives, and from acts or transactions by any of them not authorized by Phoenix.

Assignment. Producer may assign all its rights and obligations under this Agreement only if Producer first obtains Phoenix's written consent, which consent shall not be unreasonably withheld. Phoenix may assign its rights and obligations under this Agreement at any time and without Producer's consent.

COMPENSATION

Producer Compensation. Phoenix shall pay compensation as provided in the Compensation Schedule(s) attached hereto and incorporated herein. Phoenix shall pay the compensation on payments received by Phoenix for Phoenix Products which are produced in accordance with this Agreement and which are delivered to the proposed contract owner. Phoenix shall not pay compensation under this Agreement to the Producer unless the Producer is legally authorized to receive it. Phoenix reserves the right in its sole discretion to alter or amend the compensation payable to Producer under this Agreement and any such change will be effective for compensation payable on or after the effective date of such change. Phoenix shall notify Distributor or Producer if there is no applicable Distributor of such change by any means deemed appropriate and reasonable by Phoenix. If any Phoenix Product sold by Producer is lapsed, terminated, or not taken, no commission thereafter shall be payable to Producer. If a Producer or a Representative replaces an existing Phoenix Product in whole or in part, the Compensation Schedule(s) is inapplicable and Phoenix, in its sole discretion, shall determine what, if any, commissions shall be payable in accordance with Phoenix's procedures in effect at the time of such replacement.

Repayment of Commissions. Except as otherwise provided in the Compensation Schedule(s), in the event of a chargeback of commissions, any compensation paid by Phoenix to Producer (whether or not a portion of such compensation is paid by the Producer to a Representative) shall be promptly repaid to Phoenix by Producer and any compensation paid by Phoenix directly to a Representative shall be promptly repaid to Phoenix by such Representative. Producer shall reasonably cooperate with and assist Phoenix in the recovery of any such compensation. Repayments of commissions are required as set forth in the Compensation Schedule(s) and in the following instances if not set forth in the Compensation Schedule(s): (1) Should Phoenix for any reason refund or return any amount of any premium payment made on a Phoenix Product, including but not limited to premiums returned under any Free Look Provision, any compensation thereon paid by Phoenix to Producer shall be promptly repaid to Phoenix by Producer. Producer shall also refund any advanced commissions or other compensation which became unearned because of non-payment of premiums. In addition, Producer shall promptly repay to Phoenix the amount of any other charge back of compensation in connection with the Phoenix Products that have been issued pursuant to this Agreement in accordance with its terms. If Phoenix waives a premium for any reason, Producer shall not be entitled to compensation on such waived premium. (2) If, before the end of the second policy year, the policy is reduced in amount or is divided in to two or more policies so that one or more policies are written on which the rate of the first year commissions in accordance with the standard commission schedule would have been less than was actually paid thereunder, then the excess of first year commission, renewal commissions or any other compensation over the respective amounts due on said changed policy or policies shall be returned to Phoenix. (3) If any policy sold by Producer is lapsed, terminated, or not taken, no commission thereafter shall be payable to Producer unless Producer is wholly instrumental in restoring it while Producer is acting hereunder and within three months of the lapse or cancellation. (4) If during the first contract year the Phoenix Product is terminated by reason of free look or total surrender, all compensation paid on the Phoenix Product shall be returned to Phoenix. If during the first year of the Contract there is a partial surrender in excess of any penalty free surrender amount, the compensation on that excess amount shall be returned to the Company. (5) If Phoenix pays higher compensation to Producer than the compensation set forth in the Compensation Schedule(s) for business written under this Agreement (whether or not a portion of such compensation is paid by the Producer to one or more Representatives) Producer shall be obligated to reimburse Phoenix for such payment. If such higher compensation is paid by Phoenix directly to one or more Representatives, such Representatives shall be obligated to reimburse Phoenix for such payment. If collection attempts are unsuccessful, Phoenix reserves the right to transfer indebtedness in accordance with the representative's compensation hierarchy. This Provision shall survive the termination of this Agreement.

Phoenix's Right to Offset. In calculating the amount of compensation payable, Phoenix or any of its affiliates may at any time offset against any compensation payable to Producer or its successors or assigns, any indebtedness however or wherever incurred due from Producer. Nothing contained herein shall be construed as giving Producer the right to incur any indebtedness on behalf of Phoenix. Phoenix shall have, and is hereby granted, a first

lien on any and all compensation payable under this Agreement as security for the payment of any and all remaining indebtedness of Producer to Phoenix arising under this Agreement and not offset as provided herein. The right of Producer or Representative, to receive any compensation provided by this Agreement shall be subordinate to the right of Phoenix or any of its affiliates to offset such compensation against any such indebtedness of the Producer to Phoenix or any of its affiliates. This Provision shall survive the termination of this Agreement.

LIMITATIONS ON AUTHORITY

The authority of the Producer is limited to the authority expressly given in this Agreement. In addition to any specific limitations on Producer's authority found elsewhere in this Agreement, Producer acknowledges that it does not have the authority to perform any of the following acts or to commit Phoenix to perform any of the following acts: (1) To waive, modify, or change any terms, rates, conditions, or limitations of any application or contract; (2) To approve evidence of insurability or bind or commit Phoenix on any risk in any manner, with the exception of providing the customer with a conditional receipt when the appropriate premium is paid with the application; (3) To collect or receive any payments after the initial purchase payment; (4) To extend the time for any payment or reinstate any coverage terminated; (5) To accept liability for or to adjust or settle any claims; or (6) To enter into or appear in any legal proceedings as a representative of Phoenix.

RESERVATION OF RIGHTS BY PHOENIX

Phoenix reserves, without limitation, the right to: (1) In its sole discretion, determine whether or not to appoint Producer and any Representative; (2) Conduct a background check on Producer and any Representative at any time in compliance with provisions of state and federal law; (3) Review, at any time, insurance department licenses issued to Producer and any Representative; (4) Terminate the appointment of Producer and any Representative; (5) Decline any application for insurance submitted by Producer or any Representative; (6) Discontinue any form of contract in any or all jurisdictions in which Phoenix does business; (7) Resume the use of form of any contract at any time; and (8) Refuse to accept any applications received for any discontinued contract form(s) after the effective date of discontinuance, which will require Producer to return promptly any payment collected on that application(s) to the applicant(s).

CONFIDENTIALITY, CUSTOMER INFORMATION AND TRADEMARKS

Producer shall treat customer information as confidential as required by applicable law and by Phoenix, as described in Phoenix's privacy notices and in accordance with Phoenix policies and procedures. Producer shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of customer information in accordance with applicable law. Producer agrees to comply with Phoenix's terms of use, policies and procedures with respect to use of Company electronic systems and databases providing access to customer information by Producer and its Representatives and shall promptly report to Phoenix any breach of security related to such systems and databases of which Producer becomes aware. Producer may use customer information only for the purpose of fulfilling obligations under this Agreement. Producer will limit access to customer information to Producer employees, agents and other parties who need to know such customer information to permit Producer to fulfill Producer obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. Producer shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for Producer to fulfill obligations under this Agreement, as otherwise directed by Phoenix, or as expressly required by applicable law. For purposes of this Agreement, "customer information" means information in electronic, paper or any other form that Producer or its Representatives obtained, had access to or created in connection with obligations under this Agreement regarding individuals who applied for or purchased Phoenix Products. Customer information includes nonpublic personal information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an annuity issued by Phoenix. Customer information does not, however, include information that is (1) generally available in the public domain and is derived or received from such public sources by Producer; (2) received, obtained, developed or created by Producer independently from the performance of obligations under this Agreement; (3) disclosed to Producer by a third party, provided such disclosure was made to Producer without any violation of any independent obligation of confidentiality or applicable law of which Producer is aware. Neither Party may use the other Party's trademarks, service marks, trade names, logos, or other commercial or product designations (collectively, "Marks") for any purpose whatsoever without the prior written consent of the other Party. This Provision shall survive the termination of this Agreement.

INDEMNIFICATION AND DAMAGES

Indemnification. Each Party shall hold harmless, defend, exonerate and indemnify each other Party to this Agreement for any and all losses, claims, judgments, fines, penalties, damages, or liabilities (or any actions or threatened actions in respect of any of the foregoing) the other Party suffers that results from the actions of the indemnifying Party or its Representative with respect to its/their obligations under this Agreement, or breach of any representation, warranty, covenant, condition or duty contained in this Agreement or violation of applicable law with respect to its services required under this Agreement. This Provision shall survive the termination of this Agreement.

Notice of Claim. After receipt of notice of the commencement of, or threat of, any claim, action, or proceeding by a third-party (a "Third-Party Action") by a Party that believes it is entitled to indemnification under this Section (the "Indemnified Party"), the Indemnified Party shall notify the Party obligated to provide indemnification under this Section (the "Indemnifying Party") in writing of the commencement thereof as soon as practicable thereafter, provided that the omission to so notify the Indemnifying Party shall not relieve it from any liability under this Section, except to the extent that the Indemnifying Party demonstrates that the defense of such Third-Party Action is materially prejudiced by the failure to give timely notice. Such notice shall describe the claim in reasonable detail. This Provision shall survive the termination of this Agreement.

Damages. The Parties each agree that (1) money damages may not be a sufficient remedy for breach of this Section, (2) the Party aggrieved by any such breach may be entitled to specific performance and injunctive and other equitable relief with respect to such breach, (3) such remedies shall not be deemed to be the exclusive remedies for any such breach but will be in addition to all other remedies available at law or in equity, and (4) in the event of litigation relating to this Section, if a court of competent jurisdiction determines in a final non-appealable order that either Phoenix or Producer or any of their respective Representatives has breached this Section, then the Party that is found (or whose Representative is found) to have committed such breach shall be liable for reasonable legal fees incurred by the aggrieved Party or its affiliates in connection with such litigation including, without limitation, any appeals.

Defense, Settlement and Subrogation. (1) The Indemnifying Party shall have the right to assume control of the defense of such Third-Party Action and shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and shall pay the reasonable fees and disbursements of such counsel related to such Third-Party Action. The Indemnified Party shall cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and shall be entitled to recover from the Indemnifying Party the reasonable out-of-pocket costs of providing such assistance (including reasonable fees of any counsel retained by the Indemnified Party with the consent of the Indemnifying Party shall inform the Indemnified Party on a regular basis of the status of any Third-Party Action and the Indemnifying Party's defense thereof. (2) In any such Third-Party Action, the Indemnified Party may, but shall not be obligated to, participate in the defense of any Third-Party Action, at its own expense and using counsel of its own choosing, but the Indemnifying Party shall be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular Third-Party Action. (3) If notice is given to the Indemnifying Party of the commencement of any Third-Party Action hereunder and the Indemnifying Party does not, either within ten Business days after the receipt of such notice, give notice to the Indemnified Party of its election to assume the defense of such Third-Party Action, or give notice to the Indemnified Party that it rejects the claim for indemnification pursuant to the Notice of Rejection of Claim Section, herein, the Indemnified Party shall have the right, at its option and at the Indemnifying Party's expense, to defend such Third-Party Action in a manner that the Indemnified Party deems appropriate. In such a case the Indemnified Party shall not consent to the settlement, compromise or entry of judgment with respect to the Third-Party Action without prior written notice to, consultation with, and written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. (4) In any Third Party Action, the defense of which is controlled by the Indemnifying Party: (a) the Indemnifying Party shall not, without the Indemnified Party's prior written consent, compromise or settle such Third Party Action, if such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or such compromise or settlement does not include the Third-Party's release of the Indemnified Party from all liability relating to such Third Party Action; and (b) the Indemnified Party shall not compromise or settle such Third Party Action without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, provided that, if the Indemnified Party desires to compromise or settle such claim, suit or proceeding and the Indemnifying Party reasonably refuses to consent to such compromise or settlement, the Indemnified Party may enter into a compromise or settlement but shall be solely responsible for the cost of any compromise or settlement amount. This Provision shall survive the termination of this Agreement.

Claim Not Involving Third-Party Action. A claim for indemnification by a Party hereunder for any matter not involving a Third-Party Action may be asserted by notice to another Party. This Provision shall survive the termination of this Agreement.

Notice of Rejection of Claim. Notwithstanding anything within this Indemnification and Damages Section to the contrary, a Party who has received a notice of claim for indemnification may notify the Party asserting such claim for indemnification that it rejects this claim. Such notice rejecting a claim for indemnification must be given by the rejecting Party within ten business days of its receipt of the notice of claim and shall describe the basis for the rejection of the claim in reasonable detail. This Provision shall survive the termination of this Agreement.

TERMINATION

This Agreement shall terminate, with or without cause, whenever either Producer or Phoenix gives prior written notice to the other specifying the date of termination. The Agreement shall terminate automatically without notice if (1) either Phoenix or Producer ceases to exist or becomes bankrupt or insolvent; (2) it is voluntarily or involuntarily assigned by Producer without Phoenix's prior written consent; or (3) as to any jurisdiction, if Producer or Phoenix no longer have the licenses required to perform all of Producer's or Phoenix's respective duties under this Agreement in the applicable jurisdiction. With respect to these terms, the Producer is obligated to immediately inform Phoenix of such termination. After termination, the Producer shall promptly return all property (such as rate information, including rating disks, supplies forms, books, advertising, etc.) that Phoenix has given Producer. Phoenix shall pay commissions to Producer to the extent provided by the Compensation Schedule(s). If this Agreement is terminated for cause by Phoenix, no further commissions or compensation of any kind will be payable to Producer.

GENERAL PROVISIONS

Entire Agreement; Modification. This agreement does not replace or supersede any other agreement between Producer and Phoenix. Any Obligation to Phoenix incurred by Producer under a prior agreement shall continue to exist subject to the terms of such prior agreement. In the case of multiple agreements between Producer and Phoenix, Producer shall, and shall take reasonable steps to ensure that each Representative shall, identify which agreement is to be used in the sale and service of a Phoenix Product in accordance with Phoenix's applicable New Business forms and procedures. This Agreement is valid only when it is signed or endorsed by an authorized officer of Phoenix. This entire Agreement, including the Compensation Schedule(s) may, from time to time, be modified unilaterally by Phoenix in whole or in part, through standard Company communication procedures. Standard Company communication procedures shall include any means of communication deemed appropriate and reasonable by Phoenix. Producer shall notify its Representatives of any such amendment or modification affecting the Representatives, including any amendments to the Compensation Schedule(s). Such amendments or modifications shall become effective on the effective date set forth in Phoenix's communication.

Notices. All notices, demands and other communications required or permitted to be given to Phoenix by Producer under this Agreement shall be in writing. Any such notice, demand or other communication shall be deemed to have been duly given when delivered by hand, courier or overnight delivery service or, if mailed, two Business days after deposit in the mail and sent certified or registered mail, return receipt requested and with first-class postage prepaid to the addresses for Phoenix as indicated on the Phoenix website, www.phoenixwm.com. This Provision shall survive the termination of this Agreement.

Rights, Duties and Obligations of Phoenix. PLIC and PHLVIC shall have two separate and distinct agreements with Producer. The rights, duties, obligations and responsibilities of PLIC and PHLVIC are separate and distinct from rights, duties, obligations and responsibilities of each other. All such rights, duties, obligations and responsibilities shall exist only between Producer and each PLIC and PHLVIC. Neither PLIC nor PHLVIC shall have any responsibility or liability for the actions or omissions of the other under this Agreement.

Absence of Waiver. Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision. This Provision shall survive the termination of this Agreement.

Severability. If any provision of this Agreement is invalid or prohibited under any state or federal law or regulation, such invalidity or prohibition shall not affect any other provision which can be given effect without the invalid or prohibited provision, provided that the result would not materially frustrate the intent of the Parties in entering into this Agreement.

Applicable Law and Jurisdiction. For purposes of this Agreement, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations. With respect to any action, suit or other proceeding between PLIC and Producer, each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the United States District court for the Southern District of New York or, if such court will not accept jurisdiction, the Supreme Court of the State of New York or any court of competent civil jurisdiction sitting in New York County, New York. With respect to any action, suit or other proceeding between PHLVIC and Producer, each of the Parties irrevocably and unconditionally submits to the non-exclusive jurisdiction of the United States District Court for Connecticut sitting in Hartford, Connecticut or, if such court will not accept jurisdiction, the Superior Court of Connecticut

sitting in Hartford, Connecticut or any court of competent civil jurisdiction sitting in Connecticut. In any action, suit or other proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper. Each of the Parties hereby agrees that any final and unappealable judgment against a Party in connection with any action, suit or other proceeding shall be final and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. This Provision shall survive the termination of this Agreement.

Counterparts, Facsimile Signatures and Reproductions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that each party is not signatory to the original or the same counterpart. Facsimile signatures shall be deemed as effective as original signatures and shall be admissible in evidence as the original itself in any judicial or administrative proceeding. This Section shall not prohibit a party from contesting any such facsimile copy or reproduction.

Accepted and agreed to by individual or officer of entity receiving producer agreement:

Print Name of Producer

Signature: _____ Address: _____

Title: _____

Social Security No.: _____ Date: _____
Or Taxpayer ID No.

Note: This contract is not valid until endorsed by an executive officer of Phoenix.

To be completed by Phoenix Home Office Only:

THIS CONTRACT IS EXECUTED THE _____ day of _____, _____.

PHOENIX LIFE INSURANCE COMPANY

PHL VARIABLE INSURANCE COMPANY

By: _____ By: _____

Title: _____ Title: _____



Payroll Fax # 1-816-221-9672

Mailing address: Phoenix Life Insurance Company
One American Row, PO Box 5056
Hartford CT 06102-5056

Producer Authorization Agreement
for Automatic Deposit

Section 1 - PRODUCER INFORMATION - (This section must be completed in its entirety.)

Producer Name (Print)

SSN or Company Tax ID #

Phone Number

Section 2 - NET PAY - (Please select either Checking or Savings)

CHECKING [] New [] Change Bank or Account [] Cancel

SAVINGS [] New [] Change Bank or Account [] Cancel

Bank Name

Bank Name

Bank City, State

Bank City, State

Transit/Routing

Account No.

Transit/Routing

Account No.

I authorize (1) my employer/payor to automatically deposit any funds owed to me to my account(s) listed above and (2) the Financial Institution to make any correcting entries to my account.

Signature

Date

STAPLE VOID CHECK
HERE

Jane M. Phoenix

101 Somewhere Street
Somewhere, MA 11111

0001

20

Made Payable to:

ATTACH VOID OR PHOTOCOPY OF CHECK HERE

Memo:

: 1 2 3 4 5 6 7 8 9 :

456889 329879 235 11

0001

(Transit/Routing Number)

(Account Number)

(Check Number)

STOP! PLEASE READ THE FOLLOWING SECTION:

- BY SIGNING THE AUTHORIZATION FORM YOU ACKNOWLEDGE AND ACCEPT THE TERMS OUTLINED BELOW.
Failure to complete Section 1 in its entirety may result in the form being returned to you for completion, thus delaying the activation of your EFT.
PLEASE NOTIFY PAYROLL AND GET CONFIRMATION THAT DEPOSITS HAVE BEEN STOPPED BEFORE YOU CLOSE ANY ACCOUNT.
If you close an account before notifying Payroll and your money has already been wired, you may be reimbursed in the next payroll check. Money will not be issued without first receiving confirmation that the funds have been returned to Phoenix, which can take at least five (5) business days.
Return form to: PAYROLL, H-5W.

DEFINITIONS: TAKE HOME PAY: Gross earnings minus taxes and deductions. (The amount of your paycheck)

NET PAY: The amount of your "take home" pay after any other EFT deductions.

HOW DO I START EFT?

After completing Section 1, complete Section 2. Check off "New" in either the checking or savings box. Fill in the box with the bank name and address. If setting up a checking account, staple a voided check or a photocopy of a check to this form. If setting up a savings account, fill in the transit/routing number (9-digits) and the account number. (If you are unsure of any of these numbers, contact your bank.)

HOW DO I CHANGE MY BANK AND/OR ACCOUNT NUMBER?

Complete Section 1 first. Complete section 2. Select "Change of Bank/Acct." and follow the directions above in "How Do I Start EFT?".

HOW DO I CANCEL MY EFT?

Complete Section 1 first. If you are canceling your Net Pay, select "Cancel" under Section 2. You do not need to complete the banking information. Return this form to DISTRIBUTION ADMINISTRATION, H-5W, for processing. Should you have any questions after reading this form in its entirety, you may contact Payroll at 1-800-417-4769.

This PRODUCER AGREEMENT (“Agreement”) is made and entered into as of the execution date set for below by and between PHOENIX LIFE INSURANCE COMPANY (“PLIC”), an insurance company organized and governed under the laws of the State of New York and PHL VARIABLE INSURANCE COMPANY (“PHLVIC”), an insurance company organized and governed under the laws of the State of Connecticut, and the person or entity below designated as the Producer (“Producer”).

PLIC and PHLVIC (collectively, “Phoenix”) are insurance companies that market, sell and administer insurance products (“Phoenix Products”). Under this Agreement, Producer wishes to sell Phoenix Products in person and/or through other Producers and/or Sub-Producers (other Producers and Sub-Producers are hereinafter “Representatives”), and Phoenix wishes to authorize Producer to sell Phoenix Products and perform functions as set forth in this Agreement.

For purposes of this Agreement, “Applicable Law” means any and all common law and any and all federal, state or local statutes, laws, ordinances, declaration, decree, codes, rules, regulations, restrictions, orders, procedures, standards, directives, guidelines, bulletin pronouncement, policies or requirements enacted, adopted, promulgated, applied, followed or imposed by any federal, state or local authority.

A “Policy holder” is person or entity that has purchased a Phoenix Product and entered into an insurance contract or policy with Phoenix.

PRODUCER OBLIGATIONS

Licensing. Producer shall offer Phoenix Products only in those states where it has valid licenses (to the extent licensing is required) at the time of solicitation and sale, has completed legally required educational requirements, if any, and is otherwise in good standing with each state agency that regulates the sale of the Phoenix Products.

Independent Contractor Status. It is understood and agreed that Producer and each Representative are independent contractors and not employees of Phoenix or any of its subsidiaries. None of the terms of this Agreement shall be construed as creating an employer-employee, partnership or joint venture relationship between Producer or any Representative, on the one hand, and Phoenix, on the other hand.

Distributor. Producer may affiliate with a third party which performs various functions including, but not limited to, the promotion, sale and marketing of Phoenix Products (“Distributor”). For the Phoenix Product(s) which Producer conducts business through Distributor, Distributor will be designated on the Producer Compensation Schedule(s).

Phoenix Materials. To the extent that Producer or any Representative uses brochures, other promotional materials and literature, and training material in connection with marketing or servicing Phoenix Products, or that mention Phoenix, its products or services in any way (“Phoenix Materials”), such materials shall only be used with the prior written approval of Phoenix. Similarly, Producer or any Representatives shall not use any information related to Phoenix or Phoenix Products on any Website without the prior written consent of Phoenix. Any requests for written approval of materials for use by either Producer or a Representative shall be submitted in writing by Producer to Phoenix and said approval will not be unreasonably withheld.

Disclosure of Relationship with Phoenix and Disclosure of Compensation. If and as required by Applicable Law, Producer shall disclose in writing to each applicant for a Phoenix Product, Producer’s relationship with Phoenix and the compensation, and anything of value, Producer receives from Phoenix for the services performed under this or any other agreement. As required by Applicable Law, governmental authority, or with the consent of Producer, Phoenix may disclose to its purchasers of Phoenix Products, and potential purchasers of Phoenix products, details regarding compensation, and anything of value, it, and any Phoenix affiliate, may pay to Producer and any Representative, under this Agreement and any other agreement.

Suitability. Producer shall insure that each sale of Phoenix Products covered by this Agreement which is proposed or made directly by the Producer is: (1) appropriate for and suitable to the needs of the insured and the person or entity to whom Producer made the sale, at the time the sale is made, (2) is suitable in accordance with Applicable Law governing suitability of insurance products, and (3) is in compliance with Phoenix’s suitability policies and procedures made available to Producer. Prior to presentation of an application for a Phoenix Product to an individual, Producer shall deliver to the applicant any and all notices or other written documents required, either by Applicable Law or by Phoenix, for delivery at or prior to the time of application, including, without limitation, any legally and Phoenix required suitability forms and any legally-required disclosure statements and shoppers’ or buyers’ guide. The knowledge of or consent to the sale by the insured or the person or entity to whom the sale was made is not evidence of suitability.

Standard of Care. Producer acknowledges and agrees that Phoenix is not a fiduciary under Applicable Law or otherwise for any purpose as a result of this Agreement or with respect to the actions of Producer or Representatives authorized hereunder. If the Producer and/or its

Representatives recommend a Phoenix Product to an applicant, the Producer and/or its Representatives making the recommendation must exercise the standard of care mandated under Applicable Law, including, a fiduciary duty standard, if required, and the Producer and/or its Representatives making the recommendation must represent to Phoenix that the required standard of care was exercised. The Producer and its Representatives are solely responsible for compliance with any such standard of care under Applicable Law, including, without limitation, any regulations and prohibited transaction exemptions and regulatory interpretations thereof promulgated by the U.S. Department of Labor.

If the standard of care that a Producer and its Representatives are required to observe under Applicable Law is a fiduciary standard, the obligations of the Producer and its Representatives include but are not limited to the following, to the extent required by Applicable Law:

- i. Observing all requirements of that fiduciary standard, including the requirement to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and otherwise making recommendations in the applicant’s best interest;
- ii. Entering into an agreement with the applicant where required that describes the fiduciary standard and any other standards that may apply and making specific disclosures regarding compensation, conflicts of interest and any other required disclosure;
- iii. Maintaining policies, procedures and records with respect to compliance with the standard of care;
- iv. Providing training and supervision of Representatives consistent with and as required by the standard of care;
- v. Accepting only reasonable compensation in connection with the recommendation of a Phoenix product; and
- vi. Satisfying all other conditions that may be applicable in order to satisfy any other conditions of the standard of care, including without limitation, net worth, sales, licensing, website, reporting and disclosure requirement.

Supervision Related to Standard of Care. Producer acknowledges and agrees that Phoenix does not have any supervisory authority over, or any supervisory responsibility, for Producer or its Representatives relating to their exercise of a standard of care under Applicable Law, including any required fiduciary duty standard notwithstanding Phoenix’s maintenance of a suitability supervision system for compliance with rules and regulations adopted by states and their state insurance regulatory authorities.

Replacement. Producer shall not engage in an intentional systematic pattern of replacement of any insurance products, including the replacement of Phoenix Products. Consistent with Applicable Law, Producer shall make necessary inquiries to each applicant for a Phoenix Product as to any insurance already in effect for the applicant and, upon determination that a prospective sale involves the replacement of existing coverage, Producer shall furnish the applicant with and effect proper execution and retention of any replacement notices and information as required by Applicable Law. This Provision shall survive the termination of this Agreement.

Transmission of Applications and Purchase Payments. Producer shall transmit promptly to Phoenix (and in no event later than five business days of receipt by the Producer), all applications and any applicable initial purchase payments or premiums for Phoenix Products. Producer shall not collect any payments other than initial purchase payments or premiums. Producer shall only collect payments in a form as directed by Phoenix.

Premium Discounts and Rebating. Producer shall not discount premiums, except with the prior written approval from Phoenix, or engage in rebating in connection with the sale of a Phoenix Product.

Contract Delivery. Producer shall deliver newly issued Phoenix Products to the Policy holder in accordance with Phoenix’s published guidelines.

Ethical/Professional Behavior; Compliance. In the conduct of its business and in the performance of its obligations under this Agreement, Producer shall comply with Applicable Law and policies and procedures established by Phoenix, as may be amended from time to time and communicated to Distributor, or to Producer if there is no applicable Distributor.

Customer Complaint Handling. Upon receipt of any written or oral complaint from a Phoenix Policy holder or prospective Policy holder, Producer will immediately advise Phoenix of the complaint. Producer agrees to fully cooperate with Phoenix in its investigation of the matter. This cooperation shall include, but not be limited to, responding to any requests for information, providing any needed statements and supplying copies of files on the matter that is the subject of the complaint. Producer has no authority to settle or resolve the complaint involving a Phoenix Product.

Notification of and Cooperation with any Examination, Investigation or Litigation. Producer will immediately notify any Distributor(s) and the General Counsel of Phoenix of any investigations or examinations commenced by any regulatory authorities to any aspect

of Producer's marketing and sales practices, or that of Producer's Representatives. Producer further agrees to immediately notify any Distributor(s) and the Phoenix General Counsel of any pending or threatened litigation that relates to Producer sales practices of any products or services, or that of Producer's Representatives involving the sales of any Phoenix products. Producer shall cooperate fully in any regulatory investigation or proceeding or judicial proceeding arising in connection with the offer, sale and/or servicing of Phoenix Products. Subject to the provision of this Agreement regarding Confidential Information and upon reasonable notice given, Producer shall make available to Phoenix for examination, review and/or audit its files books and records pertaining to its obligations, marketing and sales activities under this Agreement and respecting Phoenix Products and contract holders. Unless otherwise agreed, such examination, review and/or audit shall take place on Producer's premises during its normal business hours. Phoenix shall also be entitled to obtain copies of any and all such files, books and records. Producer shall cooperate to the fullest extent with such examinations, reviews and audits. This Provision shall survive the termination of this Agreement.

Insurable Interest. Producer shall not directly or indirectly participate in a practice or plan to initiate Phoenix Products for the ultimate benefit of a third party who, at the time the insurance product is originated, has no insurable interest in the insured, the insured's consent to or knowledge of the insurance coverage notwithstanding.

Expenses. The Producer is responsible for all expenses incurred by the Producer, except as may be agreed to in writing by Phoenix prior to the Producer incurring such expenses. Additionally, Phoenix shall, at its expense, provide its standard advertising and promotional material to the Producer when deemed appropriate by Phoenix.

Errors and Omissions Coverage. Producer shall maintain errors and omissions liability insurance during the term of this Agreement in the minimum coverage amount of one million dollars (\$1,000,000) per occurrence. Evidence of coverage shall be provided to Phoenix when requested, and Phoenix reserves the right to decide that errors and omissions liability insurance does not satisfy the requirements of this Section on the basis that the carrier or the terms of the coverage is unacceptable to Phoenix.

Anti-Money Laundering Program. Producer agrees that Producer will remain in compliance with all applicable anti-money laundering laws and regulations. Producer further agrees to fully cooperate and assist Phoenix in implementing and carrying out its anti-money laundering program as applicable to activities under this Agreement including providing requested customer information, following customer identification procedures, and cooperating with the required training of Representatives and Producer's employees including providing any requested certification and information regarding such training.

Conduct of Representatives. Producer will cause and require all employees and Representatives associated with Producer to become familiar with, and will supervise the conduct of Representatives related to the sale of Phoenix Products to ensure compliance with, the terms of this Agreement, Applicable Law and all compliance and/or market conduct directives, manuals, guidelines that may be issued from time to time by Phoenix.

Contracting of Representatives. (1) Phoenix retains the authority to terminate or cancel any relationship between Representatives and Phoenix. Any such Representative whose relationship has been terminated or canceled by Phoenix shall not perform any duties for Producer involving Phoenix Products or contract holders. (2) Producer shall be responsible to Phoenix for all business done by or entrusted to Representatives or others appointed or employed by Producer, and no such appointee, employee or Representative shall have any claim against Phoenix for commissions or otherwise. (3) Producer shall indemnify and save Phoenix harmless from all losses and expenses, including without limitation, reasonable attorney fees, costs, damages and liability resulting from negligent or unlawful acts by Producer or its Representatives, and from acts or transactions by any of them not authorized by Phoenix.

Assignment. Producer may assign all its rights and obligations under this Agreement only if Producer first obtains Phoenix's written consent, which consent shall not be unreasonably withheld. Phoenix may assign its rights and obligations under this Agreement at any time and without Producer's consent.

COMPENSATION

Producer Compensation. Phoenix shall pay compensation as provided in the Compensation Schedule(s) attached hereto and incorporated herein. Phoenix shall pay the compensation on payments received by Phoenix for Phoenix Products which are produced in accordance with this Agreement and which are delivered to the proposed Policy holder. Phoenix shall not pay compensation under this Agreement to the Producer unless the Producer is legally authorized to receive it. Phoenix reserves the right in its sole discretion to alter or amend the compensation payable to Producer under this Agreement and any such change will be effective for compensation payable on or after the effective date of such change. Phoenix shall notify Distributor or Producer if there is no applicable Distributor of such change by any means deemed appropriate and reasonable by Phoenix. Producer acknowledges that such notification by Phoenix to Distributor constitutes sufficient notice to Producer. If any Phoenix Product sold by Producer is lapsed, terminated, or not taken, no

commission thereafter shall be payable to Producer. If a Producer or a Representative replaces an existing Phoenix Product in whole or in part, the Compensation Schedule(s) is inapplicable and Phoenix, in its sole discretion, shall determine what, if any, commissions shall be payable in accordance with Phoenix's procedures in effect at the time of such replacement.

Repayment of Compensation. Except in event of a Policy holder's surrender pursuant to the Phoenix Product's contractual surrender provision where the return of compensation for such surrender is specifically addressed in the Compensation Schedule(s), Producer agrees to repay to Phoenix any unearned compensation or compensation received for, or with respect to, premiums or payments returned to the Policy holders by Phoenix for any reason, including without limitation a rescission, termination, or agreed resolution of any dispute with the Policy holder. Producer will be responsible for the indebtedness to Phoenix of any Representative. Any compensation not repaid by the Representatives will be first deducted against the account of the Representative, but if some or all of the balance is deemed unrecoverable by Phoenix in its sole discretion, then the balance of the compensation shall be deducted against the account of the Producer. Producer shall reasonably cooperate with and assist Phoenix in the recovery of any such compensation. The Producer will be jointly and severally liable with the Representative to Phoenix for the repayment of compensation. If Phoenix seeks to recover an indebtedness under this Provision and prevails in whole or in part, Phoenix is entitled to recover its reasonable attorney fees and costs. In the event of any inconsistency between this Provision and the Compensation Schedule(s), the terms of this Provision shall prevail. This Provision shall survive the termination of this Agreement.

Phoenix's Right to Offset. In calculating the amount of compensation payable, Phoenix or any of its affiliates may at any time offset against any compensation payable to Producer or its successors or assigns, any indebtedness owed to Phoenix by Producer. Nothing contained herein shall be construed as giving Producer the right to incur any indebtedness on behalf of Phoenix. Phoenix shall have, and is hereby granted, a first lien on any and all compensation payable under this Agreement as security for the payment of any and all remaining indebtedness of Producer to Phoenix arising under this Agreement and not offset as provided herein. The right of Producer or Representative, to receive any compensation provided by this Agreement shall be subordinate to the right of Phoenix or any of its affiliates to offset such compensation against any such indebtedness of the Producer to Phoenix or any of its affiliates. This Provision shall survive the termination of this Agreement.

LIMITATIONS ON AUTHORITY

The authority of the Producer is limited to the authority expressly given in this Agreement. In addition to any specific limitations on Producer's authority found elsewhere in this Agreement, Producer acknowledges that it does not have the authority to perform any of the following acts or to commit Phoenix to perform any of the following acts: (1) To waive, modify, or change any terms, rates, conditions, or limitations of any application or contract; (2) To approve evidence of insurability or bind or commit Phoenix on any risk in any manner, with the exception of providing the customer with a conditional receipt when the appropriate premium is paid with the application; (3) To collect or receive any payments after the initial purchase payment; (4) To extend the time for any payment or reinstate any coverage terminated; (5) To accept liability for or to adjust or settle any claims; or (6) To enter into or appear in any legal proceedings as a representative of Phoenix. (7) To represent that Phoenix is providing legal, tax or other advice or services other than the issuance and administration of a Phoenix product; or (8) To distribute product illustrations for Phoenix Products other than those illustrations provided by Phoenix.

RESERVATION OF RIGHTS BY PHOENIX

Phoenix reserves, without limitation, the right to: (1) In its sole discretion, determine whether or not to appoint Producer and any Representative; (2) Conduct a background check on Producer and any Representative at any time in compliance with Applicable Law; (3) Review, at any time, insurance department licenses issued to Producer and any Representative; (4) Terminate the appointment of Producer and any Representative; (5) Decline any application for insurance submitted by Producer or any Representative; (6) Discontinue any form of contract in any or all jurisdictions in which Phoenix does business; (7) Resume the use of form of any contract at any time; and (8) Refuse to accept any applications received for any discontinued contract form(s) after the effective date of discontinuance, which will require Producer to return promptly any payment collected on that application(s) to the applicant(s).

CONFIDENTIALITY, CUSTOMER INFORMATION AND TRADEMARKS

Producer shall treat customer information as confidential as required by Applicable Law and by Phoenix, as described in Phoenix's privacy notices and in accordance with Phoenix policies and procedures. Producer shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of customer information in accordance with Applicable Law. Producer agrees to comply with Phoenix's terms of use, policies and procedures with respect to use of Company electronic systems and databases providing access to customer information by Producer and its Representatives and shall promptly report to Phoenix any breach of security related to such systems and databases of which Producer becomes aware. Producer may use customer information only for the purpose of fulfilling obligations under

this Agreement. Producer will limit access to customer information to Producer employees, agents and other parties who need to know such customer information to permit Producer to fulfill Producer obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. Producer shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for Producer to fulfill obligations under this Agreement, as otherwise directed by Phoenix, or as expressly required by Applicable Law. For purposes of this Agreement, "customer information" means information in electronic, paper or any other form that Producer or its Representatives obtained, had access to or created in connection with obligations under this Agreement regarding individuals who applied for or purchased Phoenix Products. Customer information includes nonpublic personal information, as defined in Applicable Law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an annuity issued by Phoenix. Customer information does not, however, include information that is (1) generally available in the public domain and is derived or received from such public sources by Producer; (2) received, obtained, developed or created by Producer independently from the performance of obligations under this Agreement; (3) disclosed to Producer by a third party, provided such disclosure was made to Producer without any violation of any independent obligation of confidentiality or Applicable Law of which Producer is actually aware or reasonably should be aware. Neither Party may use the other Party's trademarks, service marks, trade names, logos, or other commercial or product designations for any purpose whatsoever without the prior written consent of the other Party. This Provision shall survive the termination of this Agreement.

INDEMNIFICATION AND DAMAGES

Indemnification. Each Party shall hold harmless, defend, exonerate and indemnify each other Party to this Agreement for any and all losses, claims, judgments, fines, penalties, damages, or liabilities (or any actions or threatened actions in respect of any of the foregoing) the other Party suffers that results from the actions of the indemnifying Party or its Representative with respect to its/their obligations under this Agreement, breach of any representation, warranty, covenant, condition or duty contained in this Agreement, or violation of Applicable Law in connection with the marketing or sale of Phoenix products under this Agreement. This Provision shall survive the termination of this Agreement.

Notice of Claim. After receipt of notice of the commencement of, or threat of, any claim, action, or proceeding by a third-party (a "Third-Party Action") by a Party that believes it is entitled to indemnification under this Section (the "Indemnified Party"), the Indemnified Party shall notify the Party obligated to provide indemnification under this Section (the "Indemnifying Party") in writing of the commencement thereof as soon as practicable thereafter, provided that the omission to so notify the Indemnifying Party shall not relieve it from any liability under this Section, except to the extent that the Indemnifying Party demonstrates that the defense of such Third-Party Action is materially prejudiced by the failure to give timely notice. Such notice shall describe the claim in reasonable detail. This Provision shall survive the termination of this Agreement.

Damages. The Parties each agree that (1) money damages may not be a sufficient remedy for breach of this Section, (2) the Party aggrieved by any such breach may be entitled to specific performance and injunctive and other equitable relief with respect to such breach, (3) such remedies shall not be deemed to be the exclusive remedies for any such breach but will be in addition to all other remedies available at law or in equity, and (4) in the event of litigation relating to this Section, if a court of competent jurisdiction determines in a final non-appealable order that either Phoenix or Producer or any of their respective Representatives has breached this Section, then the Party that is found (or whose Representative is found) to have committed such breach shall be liable for reasonable costs (including without limitation deposition and expert costs) and legal fees incurred by the aggrieved Party or its affiliates in connection with such litigation including, without limitation, any appeals.

Defense, Settlement and Subrogation. (1) The Indemnifying Party shall have the right to assume control of the defense of such Third-Party Action and shall retain counsel reasonably satisfactory to the Indemnified Party to represent the Indemnified Party and shall pay the reasonable fees and disbursements of such counsel related to such Third-Party Action. The Indemnified Party shall cooperate and provide such assistance as the Indemnifying Party reasonably may request in connection with the Indemnifying Party's defense and shall be entitled to recover from the Indemnifying Party the reasonable out-of-pocket costs of providing such assistance (including reasonable fees of any counsel retained by the Indemnified Party with the consent of the Indemnifying Party). The Indemnifying Party shall inform the Indemnified Party on a regular basis of the status of any Third-Party Action and the Indemnifying Party's defense thereof. (2) In any such Third-Party Action, the Indemnified Party may, but shall not be obligated to, participate in the defense of any Third-Party Action, at its own expense and using counsel of its own choosing, but the Indemnifying Party shall

be entitled to control the defense thereof unless the Indemnified Party has relieved the Indemnifying Party from liability with respect to the particular Third-Party Action. (3) If notice is given to the Indemnifying Party of the commencement of any Third-Party Action hereunder and the Indemnifying Party does not, either within ten Business days after the receipt of such notice, give notice to the Indemnified Party of its election to assume the defense of such Third-Party Action, or give notice to the Indemnified Party that it rejects the claim for indemnification pursuant to the Notice of Rejection of Claim Section, herein, the Indemnified Party shall have the right, at its option and at the Indemnifying Party's expense, to defend such Third-Party Action in a manner that the Indemnified Party deems appropriate. In such a case the Indemnified Party shall not consent to the settlement, compromise or entry of judgment with respect to the Third-Party Action without prior written notice to, consultation with, and written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. (4) In any Third Party Action, the defense of which is controlled by the Indemnifying Party: (a) the Indemnifying Party shall not, without the Indemnified Party's prior written consent, compromise or settle such Third Party Action, if such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or such compromise or settlement does not include the Third-Party's release of the Indemnified Party from all liability relating to such Third Party Action; and (b) the Indemnified Party shall not compromise or settle such Third Party Action without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, provided that, if the Indemnified Party desires to compromise or settle such claim, suit or proceeding and the Indemnifying Party reasonably refuses to consent to such compromise or settlement, the Indemnified Party may enter into a compromise or settlement but shall be solely responsible for the cost of any compromise or settlement amount. This Provision shall survive the termination of this Agreement.

Claim Not Involving Third-Party Action. A claim for indemnification by a Party hereunder for any matter not involving a Third-Party Action may be asserted by notice to another Party. This Provision shall survive the termination of this Agreement.

Notice of Rejection of Claim. Notwithstanding anything within this Indemnification and Damages Section to the contrary, a Party who has received a notice of claim for indemnification may notify the Party asserting such claim for indemnification that it rejects this claim. Such notice rejecting a claim for indemnification must be given by the rejecting Party within ten business days of its receipt of the notice of claim and shall describe the basis for the rejection of the claim in reasonable detail. This Provision shall survive the termination of this Agreement.

TERMINATION

This Agreement shall terminate, with or without cause, whenever either Producer or Phoenix gives prior written notice to the other specifying the date of termination. The Agreement shall terminate automatically without notice if (1) either Phoenix or Producer ceases to exist or becomes bankrupt or insolvent; (2) it is voluntarily or involuntarily assigned by Producer without Phoenix's prior written consent; or (3) as to any jurisdiction, if Producer or Phoenix no longer have the licenses required to perform all of Producer's or Phoenix's respective duties under this Agreement in the applicable jurisdiction. With respect to these terms, the Producer is obligated to immediately inform Phoenix of such termination. After termination, the Producer shall promptly return all property (such as rate information, including rating disks, supplies forms, books, advertising, etc.) that Phoenix has given Producer. Phoenix shall pay commissions to Producer to the extent provided by the Compensation Schedule(s). If this Agreement is terminated for cause by Phoenix, no further commissions or compensation of any kind will be payable to Producer.

GENERAL PROVISIONS

Entire Agreement; Modification. Any Obligation to Phoenix incurred by Producer under a prior agreement shall continue to exist subject to the terms of such prior agreement. In the case of multiple agreements between Producer and Phoenix, Producer shall, and shall take reasonable steps to ensure that each Representative shall, identify which agreement is to be used in the sale and service of a Phoenix Product in accordance with Phoenix's applicable New Business forms and procedures. This Agreement, including the Compensation Schedule(s), may be modified unilaterally by Phoenix through Company communication procedures and any such modification will only apply prospectively. Company communication procedures shall include any means of communication deemed appropriate and reasonable by Phoenix. Notice of any modifications to this Agreement shall be provided directly to the Producer except that Producer agrees any notification to Producer's Distributor of any amendment or modification to the Compensation Schedule(s) is notification to the Producer. Producer shall notify its Representatives of any such amendment or modification affecting the Representatives, including any amendments to the Compensation Schedule(s). Such amendments or modifications to the Agreement, except for the Compensation Schedule(s), shall become effective on the applicable date set forth in Phoenix's communication, which will not be less than 30 days from the date of the notice. Amendments or modification to the Compensation Schedule(s) shall take effect on the date of the communication to the Distributor.

Notices. All notices, demands and other communications required or permitted to be given

to Phoenix by Producer under this Agreement shall be in writing. Any such notice, demand or other communication shall be deemed to have been duly given when delivered by hand, courier or overnight delivery service or, if mailed, two Business days after deposit in the mail and sent certified or registered mail, return receipt requested and with first-class postage prepaid to the addresses for Phoenix as indicated on the Phoenix website, www.nsr.com/phoenix. This Provision shall survive the termination of this Agreement.

Rights, Duties and Obligations of Phoenix. PLIC and PHLVIC shall have two separate and distinct agreements with Producer. The rights, duties, obligations and responsibilities of PLIC and PHLVIC are separate and distinct from rights, duties, obligations and responsibilities of each other. All such rights, duties, obligations and responsibilities shall exist only between Producer and each of PLIC and PHLVIC. Neither PLIC nor PHLVIC shall have any responsibility or liability for the actions or omissions of the other under this Agreement. This Provision shall survive the termination of this Agreement.

Absence of Waiver. Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision. This Provision shall survive the termination of this Agreement.

Severability. If any provision of this Agreement is invalid or prohibited under Applicable Law, such invalidity or prohibition shall not affect any other provision which can be given effect without the invalid or prohibited provision, provided that the result would not materially frustrate the intent of the Parties in entering into this Agreement.

Jurisdiction. With respect to any action, suit or other proceeding between PLIC and Producer, each of the Parties irrevocably and unconditionally submits to the jurisdiction of and agrees that any lawsuit must be filed in the United States District court for the Southern District of New York or, if such court will not accept jurisdiction, the Supreme Court of the State of New York or any court of competent civil jurisdiction sitting in New York County, New York. With respect to any action, suit or other proceeding between PHLVIC and Producer, each of the Parties irrevocably and unconditionally submits to the jurisdiction of and agrees that any lawsuit must be filed in the United States District Court for Connecticut sitting in

Hartford, Connecticut or, if such court will not accept jurisdiction, the Superior Court of Connecticut sitting in Hartford, Connecticut or any court of competent civil jurisdiction sitting in Connecticut. With respect to any action, suit or other proceeding between PLIC, PHLVIC and Producer, each of the Parties irrevocably and unconditionally submits to the jurisdiction of and agrees that any lawsuit must be filed in one of the designated jurisdictions listed above just as if the suit involved only the Producer and PLIC or only the Producer and PHLVIC. In any action, suit or other proceeding, each of the Parties irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise, any claims that it is not subject to the jurisdiction of the above courts, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper. Each of the Parties hereby agrees that any final and unappealable judgment against a Party in connection with any action, suit or other proceeding shall be final and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence of the fact and amount of such award or judgment. This Provision shall survive the termination of this Agreement.

Counterparts, Facsimile Signatures and Reproductions. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, notwithstanding that each party is not signatory to the original or the same counterpart. Facsimile signatures shall be deemed as effective as original signatures and shall be admissible in evidence as the original itself in any judicial or administrative proceeding. This Section shall not prohibit a party from contesting any such facsimile copy or reproduction.

Accepted and agreed to by individual, or in the case of an entity, a duly authorized officer of the entity receiving producer agreement:

Print Name of Producer: _____

Signature: _____ Address: _____

Title: _____

Social Security No.: _____ Date: _____
Or Taxpayer ID No.

Note: This contract is not valid until endorsed by an executive officer of Phoenix.

To be completed by Phoenix Home Office Only:

THIS CONTRACT IS EXECUTED THE _____ day of _____, _____.

PHOENIX LIFE INSURANCE COMPANY

PHL VARIABLE INSURANCE COMPANY

By: _____

By: _____

Title: _____

Title: _____

This arrangement provides for the annualization of commissions on eligible products sold by Producer pursuant to the following conditions:

1. The amount of the annualization payment will equal the commission payable for three, six or nine months of the first twelve month period, selected below, with a maximum dollar amount, of \$2,500, per policy, for any advance.
2. The amounts advanced under this arrangement in no way either decreases or increases the amount of compensation which will ultimately become payable to the Producer. Chargebacks can occur as outlined in your Compensation Schedule(s). Should this arrangement be terminated, Phoenix shall withhold any and all compensation otherwise payable to the Producer until the amounts advanced have been repaid. If, at the sole determination of Phoenix, such compensation does not appear to be adequate to repay the amounts advanced, the Producer will be liable for the balance due and must reimburse Phoenix upon notification. Producer shall indemnify Phoenix or Distributor for all costs or harm associated with collection of debit balances including reasonable attorney fees.
3. The commission advance will be calculated upon issue of the policy.
4. This arrangement shall terminate (a) upon termination of the Producer's Agreement, (b) upon termination of the Distributor's Agreement, (c) upon notice by Phoenix of an intention to terminate the annualization, or (d) in Phoenix's sole discretion.
5. During the period of this arrangement, Phoenix reserves the right, in its sole discretion, to change or modify in any way the percentage of premium annualized.
6. Annualization of commissions will not go into effect until this Advance Commission Form is signed by the Producer, the Distributor, and received by Phoenix. This arrangement only applies to business written and dated subsequent to the signing of this form.
7. Phoenix, in its sole discretion, will determine which products will be eligible for annualization.

The Producer and Distributor must select one of the options below:

- Do not advance commissions to the Producer.
- Begin advancing commission to the Producer. If this option is chosen, please select the amount of the annualization payment (choose only one):
 - 3 months
 - 6 months
 - 9 months

Accepted and Agreed to:

Producer Name (Please Print): _____ SSN/TIN#: _____

Producer Signature: _____ Date: _____

Distributor Name (Please Print): _____

Distributor Signature: _____ Date: _____