



*Relentless Support
for Financial Professionals*

Please include with completed contracting paperwork:

- Copies of current state licenses for ALL states where you wish to be appointed.
- Copy of current Error & Omissions (E&O) Certificate.
- Copy of a Voided Check
- Certificates Anti-Money Laundering training (if not LIMRA).
- Details of any responses to background questions requiring further explanation.
(For example bankruptcy, tax liens, litigation etc.)

Please submit contracting package to:

PFG MARKETING GROUP, INC.

By Fax to: (602) 944-8856

By E-mail to: pfginfo@pfg-inc.com (or directly to your Marketer)

**By mail to: 2440 W. Mission Lane, Suite 11
Phoenix, AZ 85021**

(Do NOT send directly to the Insurance Company as PFG needs to provide additional information for carrier processing. Without this, your contracting package will likely be returned to you.)

Section I - Demographic Information - Complete one form for each applicant (corporation, managing principal, and producer).

| | | | |
|--|----------------|-------------------|------------------------------|
| Producer or Company Name | Producer's DOB | SSN or TIN Number | Date |
| 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 and Recommendation for Contracting is received, a background investigation will be conducted on every producer and entity applying for a producer agreement with Phoenix Life Insurance Company as required by state and federal regulations. You will not be eligible for a producer agreement with Phoenix if you do not meet our guidelines. You will need to clear any outstanding items with the credit reporting agency or state regulatory body prior to consideration. The guidelines are as follows:

Financial Debt

- No credit report available
- Outstanding collection accounts, foreclosures, liens, or judgments exceeding \$20,000, including commission chargebacks from an insurance company
- Pending or active bankruptcy

Criminal

- 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

State Regulatory/FINRA

- 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)

Other

- Background questions 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 \$20,000 or more? Yes No
4. Do you currently have an active or pending bankruptcy petition (voluntary or involuntary)? Yes No
5. Have you (or, if a corporation, a principal of this company) ever been charged with, convicted, pled guilty, or pled no lo contendre (no contest) to a felony? Yes No
6. Have you (or, if a corporation, a principal of this company) ever been charged with, convicted, pled guilty, or pled no lo contendre (no contest) to a misdemeanor other than a minor traffic violation (including DUI) ? Yes No
7. Are you now the subject of any complaint, investigation or proceeding that could result in a "yes" answer to questions 1-5? Yes No
8. Do you have any outstanding debt(s) with any Distributor, Insurance Company, or Broker/Dealer? Yes No
9. 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

Please explain any "Yes" answers to the background information questions on this form. 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.

The questions answered 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 _____

In compliance with provisions of federal and state law, this notice is to inform you that in connection with your request to establish a relationship with Phoenix Life Insurance Company and any of its subsidiaries, an investigative consumer report will be prepared. Typically, the report will contain information as to character, general reputation, personal characteristics, and mode of living; information which is obtained through an interview with you or an adult member of your family, employees of business associates, financial sources, friends, neighbors, or others with whom you are acquainted. The information will consist, when applicable, of a confirmation of your identity, age, residence, marital status, and past and present employment including occupational duties, financial information, driving record, sports and recreational activities, health history, use of alcohol or drugs, if any, living conditions, and type of community. Upon written request, we will inform you of the address and telephone number of the investigative service to whom the request was made. By contacting the office and providing proper identification, you may inspect or, for the proper fee, receive a copy of such report.

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.

The investigative consumer report is prepared by:

Business Information Group
1105 Industrial Highway
Southampton, PA 18966

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



Producer Agreement

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.

This contract includes the following terms and conditions:

Producer Agreement

OL4432 (11-2010)

Print Name of Producer

By: _____

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 _____, 20 ____.

PHOENIX LIFE INSURANCE COMPANY

PHL VARIABLE INSURANCE COMPANY

By: _____

By: _____

Title: _____

Title: _____

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 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 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.

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. Phoenix reserves the right to 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 the systematic 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 contract 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, OL4432

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 employees and Representatives. Producer will cause and require all employees and 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 employees or 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 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 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, 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 in the following instances: (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 a Phoenix Product sold by Producer is lapsed, surrendered, canceled or otherwise terminated by the contract holder by exercising a right given the contract holder by the terms of any provision or rider to the Phoenix Product, all compensation paid on the Phoenix Product shall be returned to Phoenix. (3) 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. (d) If Phoenix pays higher compensation to Producer than the compensation set forth in the Compensation Schedule 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. 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. 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 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. 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:

- | | |
|---|---|
| (1) If to PLIC and PHLVIC: Attn: Distribution Administration H-5 The Phoenix Companies One American Row Hartford, CT 06103-2899 | (2) If to Phoenix Client Relations: Attn: Client Relations A2 The Phoenix Companies 31 Tech Valley Drive East Greenbush, NY 12061 |
|---|---|

Phoenix may change its respective notice address by advance communication to Producer. 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.



Producer’s Guide to Anti-Money Laundering

As an insurance producer, your skills and services help your clients achieve financial success and security. Because you are on the front lines of a multi-billion dollar industry, you are in a unique position to not only serve your clients, but also serve your country by helping to prevent money laundering and the financing of terrorist activities.

The Treasury Department’s Financial Crimes Enforcement Network (FinCEN) has issued regulations requiring insurance companies to establish anti-money laundering (“AML”) programs that include, among other things, the integration of agents and the reporting of suspicious transactions. Agent integration consists of many components including but not limited to the requirements set forth in this Guide.

Phoenix must take steps to ensure that all transactions comply with these AML regulations. As a Phoenix producer you have an important role to play in our AML program. To that end, you must comply with the following requirements when selling Phoenix’s individual life insurance and annuity products:

1. RECEIVE ANNUAL ANTI-MONEY LAUNDERING TRAINING:

Each year you must review and understand your obligations with respect to Phoenix’s AML Program as outlined in this Guide and including becoming familiar with Phoenix’s “Covered Products” and the potential risk for money laundering with these products.

- AND -

Each year you must receive core AML training through one of the following measures:

- Take the LIMRA AML online training course at <https://aml.limra.com>;

[Please refer to **Attachment A** for directions on how to login and use the LIMRA online training course]

- OR -

- Check with your Broker Dealer/Agency to determine if other Phoenix approval has been obtained.

2. KNOW YOUR CUSTOMER:

You must ensure that all customer information on the product application and associated documentation is complete and accurate. In other words, you must provide customer information to us about your clients and their financial activities. The following information shall be required in all instances before an application may be established for a customer:

| Individual | Business |
|-----------------------------------|--|
| Name | Name |
| Telephone number | Telephone number |
| Address (P.O. Box not acceptable) | Mailing address of business or principal place of business |
| Social Security Number | Tax identification number |
| Date of Birth | Type of Business Organization |
| Occupation | Ownership Information about the Business |

The information above is the minimum information required by Phoenix in order to process an application. You should also provide any additional customer information that is required by your individual Broker Dealer/Agency.



Producer's Guide to Anti-Money Laundering

Enhanced Due Diligence - There are certain types of customers who may pose a higher risk of engaging in money laundering activities, and for whom additional due diligence is required. These types of customers include but are not limited to:

- Non-resident aliens or foreign customers,
- Customers who resist providing identifying information,
- Senior foreign political figures and their immediate family members, and
- Non-governmental suspicious organizations or charities.

3. ACCEPT ONLY THE FOLLOWING TYPES OF PAYMENT FROM CUSTOMERS:

- Checks written from an individual or corporate account payable to Phoenix,
- Checks written from an individual or corporate account, payable to a trust and endorsed over to Phoenix,
- Foreign checks payable to Phoenix. The check must be paid through a U.S. Bank (Correspondent Bank) as noted on the front of the check and must be in U.S. currency,
- Money Orders,
- Bank Checks, or
- Starter checks may or may not be accepted depending on Phoenix's verification of the customer's name and address that is consistent with the information provided on the application.

[Please refer to **Attachment B** for a complete list of acceptable forms of payment]

4. NOTIFY PHOENIX IF YOU DETECT ANY MONEY LAUNDERING RED FLAGS, SUCH AS:

- The purchase of a product that appears to be inconsistent with a customer's needs or exhibits lack of concern regarding investment risk,
- Little or no concern by a customer for the investment performance of an insurance product, but much concern about the early termination features of the product,
- Customer reluctance to provide identifying information, or the provision of information that seems fictitious (For example, a New York phone number with a Texas address),
- Customer is unusually curious about compliance procedures,
- Policy owner and/or insured focus on the administrative aspects of procedure (such as compliance, etc) versus the purchase itself,
- Policy owner and/or insured purchases multiple policies where insured differs on each of the policies,
- Policy owner and/or insured has a recent substantial change in financial history, or
- Any other activity that you reasonably believe may be suspicious.

[Please refer to **Attachment C** for a complete list of red flags]

IF YOU DETECT RED FLAGS OR SUSPICIOUS ACTIVITY, YOU MUST CONTACT PHOENIX'S CORPORATE COMPLIANCE DEPARTMENT ON THE "AML HOTLINE" AT 800-496-8819 OR VIA EMAIL AT amlcompliance@phoenixwm.com. PLEASE NOTE THAT A REFERRAL TO THE COMPLIANCE DEPARTMENT IS TREATED CONFIDENTIALLY AND MAY NOT BE DISCUSSED WITH ANY THIRD PARTIES. YOU MUST NOT, UNDER ANY CIRCUMSTANCES, DISCLOSE THE FACT THAT A SAR HAS BEEN FILED, OR EVEN CONSIDERED, TO THE SUBJECT OF THE SAR OR TO ANY THIRD PARTIES.

Producer's Guide to Anti-Money Laundering



Attachment A

LIMRA ANTI-MONEY LAUNDERING (“AML”) PRODUCER TRAINING FREQUENTLY ASKED QUESTIONS

Q: How do I access the CFM Network training site?

A: Open Internet Explorer and go to <https://aml.limra.com>

Logging In

Q: How do I login to the CFM Network?

A: To login to the CFM Network, you must be a registered user. In order to be a registered user Phoenix needs to provide your name to LIMRA.

Initial Log in Instructions:

When you log into the LIMRA website you will see the following:

LIMRA Canadian users click here

AML Training Login

Enter your login information below.

Username:

[Forgot Your Username](#)

Password:

[Forgot Your Password](#)

Log In ▶

[Need additional help?](#)

Have your training with a cherry on top!

You will have the *option* to **earn CE Credits** after completing your AML course.

NOTE: You are the sole user of your Username and Password. If anyone else accesses your account, you will lose all credit for previous courses, since we cannot verify who completed the coursework.

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Producer's Guide to Anti-Money Laundering

If you are already registered, please follow the steps listed below.

On the Login Page (<https://aml.limra.com>), enter your username and password in the spaces provided. Please note that the login function is case-sensitive.

Click on the Login button.

Username: First 4 Characters of your last name and the last 6 digits of your social security number (must be lowercase!).

Password: **If this is your first time logging in**, the password is your last name (lowercase). After you log in for the first time, you will be immediately asked to change your password.

For example: Producer's name is John Smith and social security number is 123-45-6789. His log in information would be as follows:

Username: smit456789

Password: smith

If you have logged in previously, you should use the password you created the first time you logged in. If you have forgotten your password, click the Forgot Your Password link and follow the prompts to reset it.

Error Messages

Q: I followed the steps to login to the CFM Network, but I received a message that says "You have entered an invalid Username. Please try again." What does this mean?

A: This message indicates that the username information entered does not match our list of active accounts. If you are registered and receive this message, it could be for several reasons:

- Your username was typed incorrectly. Make sure your Caps Lock is off, that you are typing each character in lowercase, and that you are not transposing any of the characters.
- If you believe the information you entered is correct and you continue to receive this message, please contact our support staff at support@cfmpartners.com or (866) 364-2380.

Q: I followed the steps to login to the CFM Network, but I received a message that says "You have entered an invalid Password. Please try again." What does this mean?

A: This message indicates that the password entered does not match the username. If you receive this message, it could be for several reasons:

- Your password was typed incorrectly. Make sure your Caps Lock is off, that you are typing each character in lowercase, and that you are not transposing any of the characters.
- You have logged into the site before, but are entering your last name as your password. Instead, you should use the password you created the first time you logged in. If you have forgotten your password, click the Forgot Your Password link and follow the prompts to reset it.
- You have never logged into the site before, but are entering a password other than your last name. Instead, try entering your last name.
- If you believe the information you entered is correct and you continue to receive this message, please contact our support staff at support@cfmpartners.com or (866) 364-2380.

Q: I have logged into the CFM Network previously but have forgotten my password. How do I resolve this situation?

A: Click on the Forgot Your Password link for instructions.

- If you need further assistance, contact our support staff at support@cfmpartners.com or (866) 364-2380.



Producer's Guide to Anti-Money Laundering

Taking the Course

Q: How do I begin a course?

A: Once you are logged in, you will be brought to the Home Page. The Home Page lists the course(s) you are enrolled in, provides a brief description of the course(s), and indicates your progress.

- To begin the course, click on the course title.
- The Table of Contents is the first screen that you will see upon entering the course. It lists the sections of the course and the percentage completed for each lesson.
- To start the course, click on the title of the first section.
- You may also return to a completed lesson or to one in progress by clicking its link.

Q: Does my performance on Learning Checkpoints and Case Studies count toward my grade for the course?

A: No, scores for Learning Checkpoints and Case Studies are not recorded. Learning Checkpoints and Case Studies allow you to test your understanding of the information presented. You are permitted two attempts to select the correct answer. If, on the second attempt, you have not identified the correct answer, it will be provided to you. You may also go back through the course and review the course information.

Attachment B

ACCEPTABLE FORMS OF PREMIUM PAYMENT

The following forms of payment can be accepted

- Checks written from an individual or corporate account payable to Phoenix,
- Checks written from an individual or corporate account, payable to a trust and endorsed over to Phoenix,
- Foreign checks payable to Phoenix. The check must be paid through a U.S. Bank (Correspondent Bank) as noted on the front of the check and must be in U.S. currency,
- Money Orders,
- Bank Checks,
- Starter checks may or may not be accepted depending on Phoenix's verification of the customer's name and address that is consistent with the information provided on the application.

The following checks may or may not be accepted

- **Checks received from a corporation or custodian bank payable to an individual, endorsed to Phoenix**
 - For 1035 exchanges, qualified rollovers, etc., the check may be accepted. All others are generally not accepted, requests for acceptance must have Compliance approval,
 - Unendorsed checks will not be accepted under any circumstances.
- **Checks received from a corporation or custodian bank payable to a brokerage firm with a selling agreement with Phoenix**
 - If it is determined that the brokerage firm has a selling agreement with Phoenix, and the check is endorsed over to Phoenix, the check will be accepted.
- **Starter Checks**
 - These are checks either with low numbers (i.e. 101) or no numbers at all, without names and addresses imprinted on them,
 - Call must be made to the bank to verify individual and address matches our data,
 - Verified checks will be accepted,
 - Unverified checks will not be accepted.

Producers should be aware that due to privacy restrictions many banks will not verify customer account information, and if not verified Phoenix will be unable to accept the starter check.



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The following checks will NOT be accepted

- Checks received from a corporate checking account payable to another corporation and forwarded to Phoenix for deposit into another corporate account,
- Checks written from an individual account, payable to another individual or company and endorsed over to Phoenix,
- Foreign checks (in US currency payable to an individual or entity and endorsed over to Phoenix),
- Travelers Checks,
- Money Orders drawn on foreign entities,
- Checks with the date missing or incomplete,
- Stale dated checks or checks dated more than 10 days in the future,
- Checks with no or the wrong payee.

Attachment C

Producer's Guide to Red Flags

Red Flag Definition

A red flag is a sign of an unusual or suspicious activity that may indicate money laundering or other illegal behavior is taking place. A red flag, however, is not, in of itself a confirmation that illegal activity is actually taking place. Some red flags may be the result of perfectly logical and innocent causes.

Your Obligation

As a producer of Phoenix Life Insurance Company ("PLIC"), you have an important role to play in our AML Program and are in the unique position of helping to prevent money laundering by assisting in the identification of potential suspicious activity by monitoring for and reporting of red flags.

If you determine that something may be suspicious you must investigate the nature of the red flag and immediately contact the Corporate Compliance Department on the AML Hotline at 800-496-8819 or via email at amlcompliance@phoenixwm.com.

Point of Sale Red Flags

While it is not possible to define every situation where activity is suspicious, you are responsible for monitoring and reporting the following red flags:

1. Information Red Flags;

- Policy Owner and/or Insured is reluctant to provide identifying information including the type of business they are involved in and/or their overall assets,
- Policy Owner and/or Insured provides false information,
- Policy Owner and/or Insured provides information that is inconsistent or suspicious,
- Policy Owner and/or Insured provides unusual business documents,
- Policy Owner and/or Insured appears to be acting as an agent for an undisclosed principal, but is evasive about providing, or declines or is reluctant, without legitimate commercial reasons, to provide information regarding the undisclosed principal,
- Policy Owner and/or Insured has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry; in the case of a business account,
- For no apparent reason, the Policy Owner and/or Insured has multiple accounts under a single name or multiple names.

2. Method of Payment;

- Policy Owner and/or Insured insists on dealing only in cash or cash equivalents, or asks for exemptions from PLIC's cash and/or cash equivalent policies,
- The address on the Policy Owner's and/or Insured's check is different from the application,

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- Policy Owner and/or Insured inquiries about alternate payment methods,
 - Policy Owner and/or Insured pays with 3rd party check,
 - Wire transfers payment from jurisdiction not logical for the policy owner and/or insured (i.e. tax haven),
 - Policy Owner and/or Insured provides false, misleading or substantially incorrect information concerning source of funds,
 - Policy Owner and/or Insured refuses to identify or fails to indicate a legitimate source of funds.
3. Policy Owner and/or Insured is overly concerned with compliance procedures;
 - Policy Owner and/or Insured is concerned about Identification policies,
 - Policy Owner and/or Insured focuses on the administrative aspects of procedures versus the purchase itself,
 - Policy Owner and/or Insured inquires about compliance procedures in general.
 4. Policy Owner and/or Insured is willing to only meet at a location that is unusual.
 5. Policy Owner and/or Insured exhibits a lack of concern regarding investment risks; commissions; surrender charges; sales charges; or other transaction costs.
 6. Policy Owner and/or Insured is concerned and asks questions as to how soon they can withdraw money out of their account (i.e. free look; borrow maximum; early surrender).
 7. Policy Owner and/or Insured engages in transactions that lack business sense or appear inconsistent with stated investment strategy.
 8. Policy Owner and/or Insured is attempting to purchase policy that appears to be above their needs.
 9. Policy Owner and/or Insured purchases multiple policies where insured differs on each of the policies.
 10. Policy Owner and/or Insured has a recent substantial change in financial history.
 11. Policy Owner and/or Insured is an alien residing in the U.S. in an Office of Foreign Asset Control (“OFAC”) sanctioned or Financial Action Task Force (“FATF”) non-cooperative jurisdiction.
 12. Policy Owner and/or Insured is a U.S. Citizen living abroad in an OFAC sanctioned or FATF non-cooperative jurisdiction.
 13. Policy Owner and/or Insured is a nonresident alien or foreign customer.
 14. Any other suspicious activity.



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)

Signature Phone Number Date

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

CHECKING SAVINGS Bank Name Bank City, State 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 ATTACH VOID OR PHOTOCOPY OF CHECK HERE Memo: 123456789: 456889 329879 235 || 0001

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.
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.

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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|---|--|--|---|--|--|
| | | | | - | | | - | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|---|--|--|--|--|--|
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

For the Phoenix Product(s) below submitted through Phoenix Life Insurance Company and PHL Variable Insurance Company, total compensation paid on deposits will be split between Distributor, Producer and Representatives as follows:

- a. The Individual or Entity Receiving compensation under this Schedule shall be set in the hierarchy as the Level 7.
- b. Total Compensation paid to a specific level will be calculated as the difference between the rate shown in the grids below for that level and the rates shown for the next level beneath it, provided that there is a Producer assigned to that level.
- c. In the Event that a Producer level does not exist within a specific hierarchy, that level's compensation shall be paid to the next highest level. The compensation paid to that next highest level will be calculated as the difference between the rate in the grids below for that level, and the rate for the next level beneath it to which a Producer is assigned. Distributor will be responsible for assigning Compensation Levels and hierarchies and communicating those Compensation Levels and hierarchies to Phoenix.

| Phoenix Edge – SPIA (a) | | |
|--|------------|-------------|
| Policy Option: A, B, C, D, G, J | | |
| Issue Age | Age 0 - 74 | Age 75 - 90 |
| Level 7 | 3.00% | 1.50% |
| Level 8 | 2.50% | 1.25% |
| Level 9 | 0.00% | 0.00% |

| Policy Option: E – annuity for a specified period | | |
|--|-----------------------------------|--------------------|
| Period Certain | Greater than or equal to 10 years | Less than 10 years |
| Level 7 | 3.00% | 1.50% |
| Level 8 | 2.50% | 1.25% |
| Level 9 | 0.00% | 0.00% |

| Phoenix Select Plus Fixed Annuity (a) (b) (c) (d) | | | | | |
|--|--------|--------|--------|--------|---------|
| Issue Ages 0 - 80 | | | | | |
| Guarantee Period | 3 Year | 4 Year | 5 Year | 7 Year | 10 Year |
| Level 7 | 1.25% | 1.75% | 3.50% | 3.50% | 3.50% |
| Level 8 | 1.063% | 1.563% | 3.25% | 3.25% | 3.25% |
| Level 9 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

| Issue Ages 81 - 90 | | | | | |
|---------------------------|--------|--------|--------|--------|---------|
| Guarantee Period | 3 Year | 4 Year | 5 Year | 7 Year | 10 Year |
| Level 7 | 0.75% | 1.00% | 2.00% | 2.00% | 2.00% |
| Level 8 | 0.688% | 0.938% | 1.938% | 1.938% | 1.938% |
| Level 9 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

| Phoenix Index Select Gold Bonus (a) (e) (f) (Issue State: AK, MN, MO, NJ, NC, VA, WA) | | |
|---|------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 85 |
| Level 7 | 7.25% | 5.00% |
| Level 8 | 6.75% | 4.50% |
| Level 9 | 0.00% | 0.00% |

| Phoenix Index Select Gold Bonus (a) (e) (f) (Issue State: AL, AR, AZ, CA, CO, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, MI, MS, MT, ND, NE, NH, NM, NV, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, WI, WV, WY) | | | |
|---|------------|-------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 80 | Age 81 - 85 |
| Level 7 | 7.25% | 5.00% | 3.00% |
| Level 8 | 6.75% | 4.50% | 2.50% |
| Level 9 | 0.00% | 0.00% | 0.00% |

| Phoenix Personal Income Annuity (a) (e) (f) (Issue State: AK, MN, MO, NJ, NC, VA, WA) | | |
|---|------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 85 |
| Level 7 | 7.25% | 5.00% |
| Level 8 | 6.75% | 4.50% |
| Level 9 | 0.00% | 0.00% |

| Phoenix Personal Income Annuity (a) (e) (f) (Issue State: AL, AR, AZ, CA, CO, CT, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, MI, MS, MT, ND, NE, NH, NM, NV, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, WI, WV, WY) | | | |
|---|------------|-------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 80 | Age 81 - 85 |
| Level 7 | 7.25% | 5.00% | 3.00% |
| Level 8 | 6.75% | 4.50% | 2.50% |
| Level 9 | 0.00% | 0.00% | 0.00% |

FOOTNOTES:

- (a) Not all Phoenix Products are authorized for issuance in all Jurisdictions. PHL Variable Insurance Company (PHLVIC) is authorized for business in all jurisdictions except for New York, Maine and Puerto Rico. Phoenix Life Insurance Company (PLIC) is authorized only for business in New York, Maine and Puerto Rico. For business issued through PLIC, Maximum compensation shall be paid in accordance with Applicable Law and New York Insurance Law.
- (b) A renewal commission will be paid at the beginning of the second 3, 4 or 5 Year Guarantee Periods only. The renewal commission percentage will be applied to the then current contract value.
- (c) A 100% charge back will occur upon a full surrender of the contract within 6 months of issue.
- (d) If the account is surrendered within the 30 day renewal period then the producer will receive a 100% charge back of only the renewal compensation. The original payment in the first guarantee period will not be charged back at this time
- (e) A 100% charge back will occur upon a full or partial surrender of the contract within 6 months of issue. A 50% charge back will occur upon a full or partial surrender of the contract in months 7-12.
- (f) A 100% charge back will occur when the death benefit is paid upon the death of any Owner within 6 months of issue. A 50% chargeback will occur when the death benefit is paid upon the death of any Owner in months 7-12.

This Schedule and Footnotes form a part of the Phoenix Agreement ("Agreement") and is subject to all terms and conditions thereof. This Compensation Schedule may be unilaterally modified by Phoenix in whole or in part from time to time through standard Phoenix communication procedures and such modification shall have the same force and effect as if this schedule had been physically amended. Acknowledgement by Initial or Signature is not required for such modification. Notice and acceptance are confirmed upon submission of an application for a product subject to an applicable Compensation Schedule which forms part of the Agreement.

ACCEPTED AND AGREED TO BY INDIVIDUAL OR
 OFFICER OF ENTITY RECEIVING LEVEL 7 COMPENSATION SCHEDULE:

 (Please Initial)

ACCEPTED AND AGREED TO BY DISTRIBUTOR:

PEG Marketing Group, Inc.
 Print Name of Distributor

J. Michael Ford
 Distributor Signature

 Date

President
 Title

For the Phoenix Product(s) below submitted through Phoenix Life Insurance Company and PHL Variable Insurance Company, total compensation paid on deposits will be split between Distributor, Producer and Representatives as follows:

- a. The Individual or Entity Receiving compensation under this Schedule shall be set in the hierarchy as the Level 7.
- b. Total Compensation paid to a specific level will be calculated as the difference between the rate shown in the grids below for that level and the rates shown for the next level beneath it, provided that there is a Producer assigned to that level.
- c. In the Event that a Producer level does not exist within a specific hierarchy, that level's compensation shall be paid to the next highest level. The compensation paid to that next highest level will be calculated as the difference between the rate in the grids below for that level, and the rate for the next level beneath it to which a Producer is assigned. Distributor will be responsible for assigning Compensation Levels and hierarchies and communicating those Compensation Levels and hierarchies to Phoenix.

| Phoenix Reflections Gold / Phoenix Reflections Gold Bonus (a) (b) (c) (Issue State: AK, MN, MO, NJ, NC, VA, WA) | | | |
|---|------------|-------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 80 | Age 81 - 85 |
| Level 7 | 7.25% | 5.00% | 3.25% |
| Level 8 | 6.25% | 4.00% | 2.50% |
| Level 9 | 0.00% | 0.00% | 0.00% |

| Phoenix Reflections Gold / Phoenix Reflections Gold Bonus (a) (b) (c) (Issue State: AL, AZ, AR, CA, CO, DC, GA, HI, ID, IL, KS, LA, MA, MI, MT, NE, NM, ND, RI, SC, SD, TN, VT, WV, WI, WY) | | | |
|---|------------|-------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 80 | Age 81 - 85 |
| Level 7 | 7.25% | 5.00% | 3.00% |
| Level 8 | 6.75% | 4.50% | 2.50% |
| Level 9 | 0.00% | 0.00% | 0.00% |

| Phoenix Reflections Gold (a) (b) (c) (Issue State: CT, FL, IN, IA, KY, MD, MS, NV, NH, OH, OK, PA, TX, UT) | | | |
|--|------------|-------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 80 | Age 81 - 85 |
| Level 7 | 7.25% | 5.00% | 3.00% |
| Level 8 | 6.75% | 4.50% | 2.50% |
| Level 9 | 0.00% | 0.00% | 0.00% |

| Phoenix Reflections Gold Bonus (a) (b) (c) (Issue State: FL, IN, IA, KY, MD, MS, NV, NH, OH, OK, PA, TX, UT) | | | |
|--|------------|-------------|-------------|
| Issue Age | Age 0 - 75 | Age 76 - 80 | Age 81 - 85 |
| Level 7 | 6.25% | 4.00% | 2.00% |
| Level 8 | 5.75% | 3.50% | 1.50% |
| Level 9 | 0.00% | 0.00% | 0.00% |

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- (b) A 100% charge back will occur upon a full or partial surrender of the contract within 6 months of issue. A 50% charge back will occur upon a full or partial surrender of the contract in months 7-12.
- (c) A 100% charge back will occur when the death benefit is paid upon the death of any Owner within 6 months of issue. A 50% chargeback will occur when the death benefit is paid upon the death of any Owner in months 7-12.

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ACCEPTED AND AGREED TO BY INDIVIDUAL OR
OFFICER OF ENTITY RECEIVING LEVEL 7 COMPENSATION SCHEDULE:

(Please Initial)

ACCEPTED AND AGREED TO BY DISTRIBUTOR:

PFG Marketing Group, Inc.
Print Name of Distributor
D. Michael Ford
Distributor Signature

Date
President
Title