



Phoenix Life Insurance Company
 PO Box 8027
 Boston MA 02266-8027

Application and Recommendation for Contracting of Individual Producers

Section I - Demographic Information - Individual

Name	Date of Birth:	Social Security Number	Date
Home Address, City, State, ZIP			Home Telephone Number
Business Address, City, State, ZIP			Business Telephone Number
Fax Number	E-Mail Address		
Special Mailing Instructions			
Name of Primary Insurance Company You Represent			

Section II - Pre-Contract Authorization

In compliance with provisions of federal and state law, this notice is to inform you that in connection with your request for contract 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, martial 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.

Specification authorization is hereby given to Phoenix life Insurance Company and any of its subsidiaries to obtain an investigative consumer report on me and to contact any pertinent personal and business references and to verify my previous employment and registration history through the NASD's computer system. 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 contractual relationship with Phoenix Life Insurance Company or any 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

 Name (Please Print)

 Signature

 Date Signed

Section III - Producer Background Information Statement

1. Have you ever had a state insurance license, state securities registration, or your NASD 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. Have you now, or have you ever, failed within the last ten (10) years to make agreed upon payments on any personal or business obligations? Yes No
4. Have any involuntary liens or judgments ever been filed against you? Yes No
5. Have you ever filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition? Yes No
6. Have you ever been convicted, plead guilty, or plead nolo contendere (no contest) for any offense other than a minor traffic violation (felony or misdemeanor)? Yes No
7. Are you now the subject of any complaint, investigation or proceeding that could result in a "yes" answer to questions 1-6? Yes No

For any questions answered "yes", give specific details including dates, circumstances, and outcome on a separate sheet of paper.

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



Section I - Demographic Information - Corporation

Name		Tax Identification Number
Business Address, City, State, ZIP		Business Telephone Number
Fax Number	E-Mail Address	
Special Mailing Instructions		
Name of Primary Insurance Company You Represent		Name of Primary Contact Person

Complete the following information for subagents (attach additional pages if necessary.)

Name	Date of Birth:	Social Security Number
Home Address		Home Telephone Number
Business Address		Business Telephone Number

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The investigative consumer report is prepared by:

Business Information Group
 1105 Industrial Highway
 Southampton, PA 18966

 Name of Corporation (Please Print)

 Officer Signature

 Date Signed

 Title

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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 of Corporation (Please Print)

Officer Signature

Date Signed

Title

Broker Agreement

This BROKER AGREEMENT (“Agreement”) is made and entered into as of the date set forth on the signature page for this Agreement by and between PHOENIX LIFE INSURANCE COMPANY (“PLIC”), an insurance company organized and existing under the laws of the State of New York and PHL VARIABLE INSURANCE COMPANY (“PHLVIC”), an insurance company organized and existing under the laws of the State of Connecticut, and the person or entity designated as the Broker on the signature page of this Agreement (“Broker”) conducting business through the Brokerage General Agent designated as the Brokerage General Agent on the signature page of this Agreement (“Brokerage General Agent”).

RECITALS

WHEREAS, PLIC and PHLVIC (collectively, “Phoenix”) are insurance companies that may market, sell and administer life insurance, health insurance and annuity products;

WHEREAS, Broker sells insurance products through an intermediary (the “Brokerage General Agent”), and may personally sell insurance products, and perform various functions in connection with the sale of insurance products through Brokerage General Agent;

WHEREAS, Broker wishes to sell certain Phoenix insurance and annuity products (“Phoenix Products”), and Phoenix wishes to authorize Broker to offer and sell Phoenix Products and perform the functions with respect to the Phoenix Products set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I **DEFINITIONS**

Section 1.1 The following terms, when used in this Agreement, shall have the meanings set forth in this Article. Other terms may be defined throughout this Agreement. Definitions shall be deemed to refer to the singular or plural, as the context requires.

- (a) “Applicable Law” means any law (including common law), order, ordinance, writ, statute, treaty, rule or regulation of a federal, state or local domestic, foreign or supranational governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other governmental, regulatory or self-regulatory entity and includes, but is not limited to, state insurance laws and regulations, the Gramm-Leach-Bliley Act and other federal and state consumer privacy laws and regulations, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and related federal regulations.
- (b) “Broker” means any Independent Producer or entity transacting business through the Brokerage General Agent.

- (c) “Business Day” means any day other than a Saturday, Sunday or federal legal holiday.
- (d) “Customer Information” means information in electronic, paper or any other form that Broker or its Representatives obtained, had access to or created in connection with its obligations under this Agreement regarding individuals who applied for or purchased Phoenix Products. Customer Information includes Nonpublic Personal Information, as defined below in paragraph (f), and Protected Health Information, as defined in paragraph (h). 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 had purchased a Phoenix product. 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 Broker (2) received, obtained, developed or created by the Broker independently from the performance of its obligations under this Agreement; (3) disclosed to the Broker by a third party, provided such disclosure was made to Broker without any violation of an independent obligation of confidentiality or Applicable Law of which the Broker is aware.
- (e) “Marks” has the meaning ascribed to such term in Section 10.2.
- (f) “Phoenix Products” means the Phoenix insurance products identified in Schedule 3.1.
- (g) “Nonpublic Personal Information” means financial or health related information by which a financial institution’s consumers and customers are individually identifiable, including but not limited to nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act and regulations adopted pursuant to that Act.
- (h) “Parties” means Broker, Brokerage General Agent and Phoenix.
- (i) “Protected Health Information” or “PHI” refers to information related to individuals who have applied for, have purchased or are insured under Phoenix Products that are considered to be health plans subject to HIPAA, such as Phoenix’s long-term care insurance policies and riders, for the purposes of this Agreement and, consistent with regulations issued pursuant to HIPAA. PHI is defined as individually identifiable information that is transmitted or maintained in any medium and related to: the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or future payment for the provision of health care to the individual. This definition of PHI includes demographic information about the individual, including, but not limited to, names, geographic subdivisions smaller than a state (including but not limited to street addresses and ZIP codes); all elements of dates (except year) for dates directly related to an individual, including but not limited to birth date; telephone numbers; fax numbers; electronic mail (E-mail) addresses; Social Security numbers; medical record numbers; health plan beneficiary numbers;

account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URL's); Internet Protocol (IP) address numbers; biometric identifiers; including finger and voice prints; full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code.

- (j) "Representative" means any officer, director, employee, affiliate, subsidiary, agent of a Party, and additionally, the Broker.

ARTICLE II **OBLIGATIONS OF BROKER**

Section 2.1 Licensing. Broker 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. Broker shall take reasonable steps to ensure that Broker offers Phoenix Products only in each jurisdiction where Broker has all required licenses 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.

Section 2.2 Phoenix Materials. To the extent that Broker 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, Broker 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 Broker shall be submitted in writing by Brokerage General Agent to Phoenix.

Section 2.3 Disclosure of Relationship with Phoenix and Disclosure of Compensation. If and as required by Applicable Law, Broker must disclose in writing to each applicant for a Phoenix Product, Broker's relationship with Phoenix and the compensation, and anything of value, Broker 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 Broker, or any of their respective affiliates, under this Agreement and any other agreement.

Section 2.4 Suitability. Broker shall insure that each sale of Phoenix Products covered by this Agreement which is proposed or made directly by the Broker is appropriate for and suitable to the needs of the insured and the person or entity to whom Broker made the sale, at the time the sale is made, and suitable in accordance with Applicable Law governing suitability of insurance products. Prior to presentation of an application for a Phoenix Product to an individual, Broker 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 shoppers' or buyers' guide. The knowledge of or consent to the sale by the insured or the person or entity to whom the Broker made the sale is not evidence of suitability.

Section 2.5 Replacement. Broker shall not engage in the systematic replacement of any insurance products, including the replacement of Phoenix Products. Consistent with Applicable Law, Broker 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, Broker shall furnish the applicant with and effect proper execution and retention of any replacement notices and information as required by Applicable Law.

Section 2.6 Marketing and Underwriting. Broker shall comply with all marketing and underwriting guidelines of Phoenix applicable to the Phoenix Products. Broker acknowledges, as stated in Article V of this Agreement, that Phoenix will make all underwriting decisions with respect to Phoenix Products.

Section 2.7 Transmission of Applications and Purchase Payments. Broke shall transmit promptly to Phoenix (and in no event later than five (5) Business Days of receipt by the Broker), all applications and any applicable initial purchase payments or premiums for Phoenix Products. Broker shall not collect any payments other than initial purchase payments or premiums. Broker shall only collect payments in a form as directed by Phoenix.

Section 2.8 Premium Discounts and Rebating. Broker 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.

Section 2.9 Contract Delivery. Broker shall deliver newly issued contract to the contract owner in accordance with Phoenix's published guidelines. Broker shall have each contract owner and insured sign a delivery receipt (Policy Acceptance Form) consistent with Phoenix's requirements.

Section 2.10 Ethical/Professional Behavior; Compliance. In the conduct of its business and in the performance of its obligations under this Agreement, Broker shall comply with all Applicable Laws and polices and procedures established by Phoenix, as may be amended from time to time and communicated to Brokerage General Agent.

Section 2.11 Policyholder Complaint Handling. Upon receipt of any written or oral complaint from a policyholder, Broker will immediately advise Brokerage General Agent and Phoenix Client Relations of the complaint. Broker 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. Broker has no authority to settle or resolve the complaint involving a Phoenix product.

Section 2.12 Notification of Any Examination, Investigation or Litigation. Broker immediately notify Brokerage General Agent and the General Counsel of Phoenix of any investigations or examinations commenced by any regulatory authorities to any aspect of Broker's marketing and sales practices. Broker further agrees to immediately notify Brokerage General Agent and the Phoenix General Counsel of any pending or threatened litigation which relates to Broker sales practices involving the sales of any Phoenix products.

Section 2.13 Insurable Interest. Broker shall not directly or indirectly participate in a practice or plan to initiate a life insurance policy for the ultimate benefit of a third party who, at the time the life insurance policy is originated, has no insurable interest in the insured, the insured's consent to or knowledge of the insurance coverage notwithstanding.

ARTICLE III **COMPENSATION**

Section 3.1 Broker Compensation. Except as provided in Sections 3.4 and 3.7 of this Agreement, Phoenix shall pay compensation as provided in Schedule 3.1 attached hereto and incorporated herein. Phoenix shall pay the compensation on payments received by Phoenix for contracts 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 Broker unless the Broker is legally authorized to receive it.

Section 3.2 Expenses. The Broker is responsible for all expenses incurred by the Broker, except as may be agreed to in writing by Phoenix prior to the Broker incurring such expenses. Additionally, Phoenix shall, at its expense, provide its standard advertising and promotional material to the Broker when deemed appropriate by Phoenix.

Section 3.3 Vesting. Except as provided in Section 3.1 and Schedule 3.1, and in the case of a termination of this Agreement for cause, the termination of this Agreement shall not affect Broker's right to receive any compensation that Broker would have been entitled to receive under Schedule 3.1 if this Agreement has not been terminated. If Broker is a natural person, the compensation payable under this Agreement shall be credited to the Brokerage General Agent's account, as it becomes due, and shall be payable to the Broker's executors, administrators or assigns. In the event Phoenix terminates this Agreement for cause, Broker's rights to otherwise vested compensation shall be terminated.

Section 3.4 Compensation Changes. Phoenix reserves the right in its sole discretion to alter or amend the compensation payable to Broker 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 Brokerage General Agent in writing in advance of such change.

Section 3.5 Repayment of Commissions. Except as otherwise provided in Schedule 3.1, if Phoenix cancels a policy or contract for any reason or if the policy or contract owner exercises any right to cancel a policy or contract, and, as a result, Phoenix refunds or returns any amount of any payment made on such policy or contract, any compensation thereon paid by Phoenix to Broker shall be promptly repaid to Phoenix by Broker. In addition, Broker shall promptly repay to Phoenix the amount of any other charge back of compensation in connection with the Products that have been issued pursuant to this Agreement in accordance with Section 3.1. If Phoenix waives a premium for any reason, Broker shall not be entitled to compensation on such waived premium.

Section 3.6 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 Broker or its successors or assigns, any indebtedness however or wherever incurred due from Broker. Nothing contained herein shall be construed as giving Broker 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 Broker to Phoenix arising under this Agreement and not offset as provided herein. The right of Broker 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 Broker to Phoenix or any of its affiliates.

Section 3.7 Replacement Compensation. If Broker replaces an existing Phoenix Product in whole or in part, Schedule 3.1 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.

Section 3.8 Potential Conflict with Other Agreements. Schedule 3.1 hereto sets forth the compensation that shall be payable for the sale of Phoenix Products under this Agreement. Notwithstanding any written agreement between the Parties to the contrary, the maximum compensation rates payable to Brokers for Phoenix Products under this Agreement shall be the rates set forth in Schedule 3.1 hereto. If Phoenix pays higher compensation to a Broker than the compensation set forth in Schedule 3.1 for business written under this Agreement, then Broker shall be obligated to reimburse Phoenix for such payment.

ARTICLE IV **LIMITATIONS ON AUTHORITY**

Section 4.1 The authority of the Broker is limited to the authority expressly given in this Agreement. In addition to any specific limitations on Broker's authority found elsewhere in this Agreement, Broker 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:

- (a) To waive, modify, or change any terms, rates, conditions, or limitations of any application or contract;

- (b) 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;
- (c) To collect or receive any payments after the initial purchase payment;
- (d) To extend the time for any payment or reinstate any coverage terminated;
- (e) To accept liability for or to adjust or settle any claims; or
- (f) To enter into or appear in any legal proceedings as a representative of Phoenix.

ARTICLE V
RESERVATION OF RIGHTS BY PHOENIX

Section 5.1 Phoenix reserves, without limitation, the right to:

- (a) In its sole discretion, determine whether or not to appoint Broker;
- (b) Conduct a background check, prior to any appointment, and review, at any time, insurance department licenses issued to Broker;
- (c) Terminate the appointment of Broker;
- (d) Make all underwriting decisions with respect to the Phoenix Products;
- (e) Decline any application for insurance submitted by Broker;
- (f) Discontinue any form of contract in any or all jurisdictions in which Phoenix does business;
- (g) Resume the use of form of any contract at any time; and
- (h) Refuse to accept any applications received for any discontinued contract form(s) after the effective date of discontinuance, which will require Broker to return promptly any payment collected on that application(s) to the applicant(s).

ARTICLE VI
CUSTOMER INFORMATION AND
PROTECTED HEALTH INFORMATION

Section 6.1 Customer Information. Broker shall treat Customer Information as confidential as required by Applicable Law and by Phoenix 's privacy notices and in accordance with Phoenix policies and procedures. Broker 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. Broker

further agrees to comply with Phoenix terms of use, policies and procedures with respect to use of Phoenix electronic systems and databases providing access to Customer Information by Broker and shall promptly report to Phoenix any breach of security related to such systems and databases of which it becomes aware. Broker may use Customer Information only for the purpose of fulfilling its obligations under the Agreement. Broker shall not disclose or otherwise make accessible Customer Information to anyone other than to the individual to whom the information related (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 Broker to fulfill its obligations under this Agreement, as otherwise directed by Phoenix, or as expressly required by Applicable Law.

Section 6.2 Protected Health Information (“PHI”). In order to comply with HIPAA requirements, Broker agrees with respect to any PHI received, obtained or created by Broker, or disclosed or made accessible to Broker, that Broker: (a) shall not use or disclose PHI except to provide services pursuant to this Agreement and consistent with Applicable Law; (b) shall limit the use of, access to and disclosure of PHI to the minimum required to perform services or by Applicable Law; (c) shall use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement; (d) shall promptly report to Phoenix any use or disclosure of Phoenix PHI not permitted by this Agreement of which it becomes aware; (e) shall take reasonable steps to mitigate any harmful effect of any use or disclosure of PHI by Broker in violation of the terms of this Agreement or Applicable Law; (f) shall, within fifteen (15) days of Phoenix’s request, provide to Phoenix any PHI or information relating to PHI as deemed necessary by Phoenix to provide individuals with access to, amendment of, and an accounting of disclosures of their PHI, and to incorporate any amendments of the PHI as requested by Phoenix; (g) shall make its internal practices, books and records relating to its use or disclosure of PHI available to the Secretary of the United States Department of Health and Human Services at his/her request to determine Phoenix’s compliance with Applicable Law; (h) agrees that upon termination of this Agreement it will, if feasible, return to Phoenix or destroy all PHI it maintains in any form and retain no copies, and if such return or destruction is not feasible, to extend the protections of this Agreement to the PHI beyond the termination of this Agreement and for as long as Broker has PHI, and further agrees that any further use or disclosure of the PHI will be solely for the purposes that make return or destruction infeasible. Destruction without retention of copies is not deemed feasible if prohibited by the terms of this Agreement or by Applicable Law, including record retention requirements under state insurance laws. With respect to PHI received made accessible, maintained or transmitted electronically in the performance of its obligations under this Agreement, Broker further agrees that it shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any such electronic PHI;

Section 6.3 Privacy Notices and Authorizations. Broker shall provide to prospective customers who apply for or purchase Phoenix products Phoenix privacy notices as required by Applicable Laws and by Phoenix. Broker shall obtain signed authorizations from customers and prospective customers who apply for Phoenix products, as required by Phoenix, and provides upon request of such customers and prospective customers, copies of their signed authorizations as required by Applicable Law and Phoenix policy. In the event that a customer or prospective customer has signed a Phoenix authorization and subsequently informs Broker that he or she is revoking that authorization, Broker shall promptly inform Phoenix in writing of such revocation.

ARTICLE VII **CONFIDENTIALITY**

Section 7.1 Confidential Information. “Confidential Information” means, without limitation, (a) statistical, premium rate and other information that is identified by Phoenix as commercially valuable, confidential, proprietary or a trade secret, including but not limited to information regarding Phoenix’s systems and rating methodology; and (b) any information identified in writing by a Party as confidential at the time the information is divulged.

Section 7.2 Treatment of Confidential Information. The parties each shall keep confidential all Confidential Information of the other. Without limiting the generality of the foregoing, neither Party will disclose any Confidential Information to any third party without the prior written consent of the other Party; provided, however, that each Party may disclose Confidential Information (a) to those of its Representatives who have a need to know the Confidential Information in the ordinary course of business and who are informed of the confidential nature of the Confidential Information, and (b) as and to the extent required by Applicable Law or by legal process or requested by an insurance regulatory or administrative body. However, in the event that clause (b) of the preceding sentence is applicable, the Party required or requested to disclose Confidential Information shall give prompt written notice thereof to the other Party and shall reasonably cooperate in the other Party’s efforts to obtain an appropriate remedy to prevent or limit such disclosure. It is understood by Phoenix and Brokerage General Agent that this Section 7.2 shall not prevent Broker from quoting Phoenix premium rates in the ordinary course of business.

Section 7.3 Return of Confidential Information. Promptly upon the termination of this Agreement or the request of the providing party, the receiving Party shall return to the providing party all Confidential Information furnished by the providing Party or its Representatives. Neither the receiving Party nor any of its Representatives shall make any copies in any form of any documents containing Confidential Information of the providing Party without the prior written consent of any officer of the providing party, except such copies as needed to be made in the ordinary course of business by Phoenix or Broker to fulfill their respective obligations under this Agreement.

Section 7.4 Provisions Not Applicable. The Parties each agree that any information which was previously disclosed by the other without restriction or which has otherwise become generally available to the public through authorized disclosure is not Confidential Information. Notwithstanding anything herein to the contrary, Confidential Information does not include any information, written or oral, which (a) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure in violation of this Agreement), (b) has been independently acquired or developed by the receiving Party without violating any of the obligations under this Agreement, or (c) was made available to the receiving Party on a non-confidential basis from a source other than the disclosing Party, provided that such source is not and was not bound by an obligation of confidentiality, and provided further that disclosure of such information by the receiving Party without prior knowledge that the source was bound by an obligation of confidentiality is not a breach of this Agreement.

Section 7.5 Damages. The Parties each agree that (a) money damages may not be a sufficient remedy for breach of this Article VII, (b) the Party aggrieved by any such breach may be entitled to specific performance and injunctive and other equitable relief with respect to such breach, (c) 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 (d) in the event of litigation relating to this Article VII, if a court of competent jurisdiction determines in a final non-appealable order that either Phoenix or Broker or any of their respective Representatives has breached this Article VII, 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.

ARTICLE VIII **INDEMNIFICATION AND INSURANCE**

Section 8.1. 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.

Section 8.2. 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 Article VIII (the "Indemnified Party"), the Indemnified Party shall notify the Party obligated to provide indemnification under this Article VIII (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 Article VIII, 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.

Section 8.3. Defense, Settlement and Subrogation.

- (a) 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.

- (b) 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.
- (c) If notice is given to the Indemnifying Party of the commencement of any Third-Party Action hereunder and the Indemnifying Party does not, either (i) within ten (10) 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 (ii) give notice to the Indemnified Party that it rejects the claim for indemnification pursuant to Section 8.5, 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.
- (d) In any Third Party Action, the defense of which is controlled by the Indemnifying Party: (i) the Indemnifying Party shall not, without the Indemnified Party's prior written consent, compromise or settle such Third Party Action, if (1) such compromise or settlement would impose an injunction or other equitable relief upon the Indemnified Party or (2) 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 (ii) the Indemnified Party shall not compromise or settle such Third Party Action without the prior written consent of the Indemnifying Part, 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.

Section 8.4. 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.

Section 8.5. Notice of Rejection of Claim. Notwithstanding anything within this Article VIII to the contrary, a Party who has received a notice of claim for indemnification under this Article VIII, 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 (10) business days of its receipt of the notice of claim and shall describe the basis for the rejection of the claim in reasonable detail.

Section 8.6. Errors and Omissions Coverage. Broker 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 8.6 on the basis that the carrier or the terms of the coverage is unacceptable to Phoenix.

ARTICLE IX **TERMINATION**

Section 9.1. Termination. This Agreement shall terminate, with or without cause, whenever either Broker or Phoenix gives prior written notice to the other specifying the date of termination. The Agreement shall terminate automatically without notice if (a) either Phoenix or Broker ceases to exist or becomes bankrupt or insolvent; (b) it is voluntarily or involuntarily assigned by Broker without Phoenix's prior written consent; or (c) as to any jurisdiction, if Broker or Phoenix no longer have the licenses required to perform all of Broker's or Phoenix's respective duties under this Agreement in the applicable jurisdiction. With respect to these terms, the Broker is obligated to immediately inform Phoenix of such termination.

Section 9.2. Return of Property and Repayment of Commissions Owed. After termination, the Broker shall promptly return all property (such as rate information, including rating disks, supplies forms, books, advertising, etc.) that Phoenix has given Broker. Phoenix shall pay commissions to Broker to the extent provided by Schedule 3.1.

Section 9.3. Survival of Provisions. In addition to such other provisions within this Agreement which, by their terms, survive the termination of this Agreement. In the event this Agreement terminates, the following provisions shall continue in force for a period of six (6) years, notwithstanding such termination: Articles VII, VIII, and Sections 2.5, 3.5, 3.6, 10.5, 10.6, 10.7, 10.9, 10.11, 10.12, 10.13 and 10.14.

ARTICLE X **GENERAL PROVISIONS**

Section 10.1. Licenses and Approvals. Broker represents and warrants that it has obtained all approvals, licenses, authorizations, orders or consents that are necessary to enter into this Agreement and to perform its duties hereunder.

Section 10.2. Trademarks. 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. Nothing in this Agreement shall be construed as prior written consent to permit (i) any Party to use the Marks of the other Party, or (ii) any other individual or entity to use the Marks of any Party.

Section 10.3. Assignment. Broker may assign all its rights and obligations under this Agreement only if Broker 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 Broker's consent.

Section 10.4. Entire Agreement; Modification. This Agreement replaces and supersedes all other agreements (written and oral) between Broker and Phoenix to the extent that any such agreement pertains to the Phoenix Products and services specified in Schedule 3.1. This agreement is valid only when it is signed by authorized officers of Phoenix and it can only be changed (or its provisions waived) on Phoenix's behalf only by authorized officers pursuant to a signed writing. Notwithstanding the foregoing, Phoenix has the right to amend and modify this Agreement, including Schedule 3.1, by providing written notice to Brokerage General Agent of such amendment or modification. Such amendment or modification shall become effective on the effective date set forth in Phoenix's notice.

Section 10.5. Right to Examination, Review and Audit. Subject to the provision of this Agreement regarding Confidential Information and upon reasonable notice given, Broker 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 insureds. Unless otherwise agreed, such examination, review and or audit shall take place on Broker's premises during its normal business hours. Phoenix shall also be entitled to obtain copies of any and all such files, books and records. Broker shall cooperate to the fullest extent with such examinations, reviews and audits.

Section 10.6. Regulatory Proceedings. Broker 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. This cooperation shall include, but is not limited to, forwarding to Phoenix a copy of any written materials in connection with the matter and such additional information as may be necessary to furnish a complete understanding of same. In the case of a customer complaint, Broker shall promptly refer such complaint to Phoenix for handling where appropriate and provide Phoenix with customer complaint information and documentation upon request.

Section 10.7. Non-Solicitation of Phoenix Employees and Agents. During the term of this Agreement and for one (1) year thereafter, Broker shall not, without the consent of Phoenix, directly or indirectly solicit for employment, or hire or contract with any person employed by Phoenix.

Section 10.8. Independent Contractor Status. It is understood and agreed that Broker is an independent contract and not an employee of Phoenix or any of its subsidiaries. None of the terms of this Agreement shall be construed as creating an employer-employee relationship between Broker and Brokerage General Agent, or Broker and Phoenix.

Section 10.9. Notices. All notices, demands and other communications required or permitted to be given to any party under this Agreement shall be in writing and 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 (2) Business Days after deposit in the mail and sent certified or registered mail, return receipt requested and with first-class postage prepaid:

(a) If to Broker, to the address on the signature page of this Agreement.

(b) If to PLIC and PHLVIC:

The Phoenix Companies
One American Row
Hartford, CT 06102-5056
Attn: Distribution Administration GS

(c) If to Phoenix Client Relations:

The Phoenix Companies
31 Tech Valley Drive
East Greenbush, NY 12061
Attn: Client Relations A2

Either party may change its respective notice address by advance written notice to the other.

Section 10.10. Rights, Duties and Obligations of Phoenix. PLIC and PHLVIC shall have two separate and distinct agreements with Broker. 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 Broker 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.

Section 10.11. Absence of Waiver. Failure to enforce any provision of this Agreement is not a waiver of that provision, or of any other provision.

Section 10.12. 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.

Section 10.13. Governing Law. With respect to PLIC, this Agreement shall be governed by the laws of the State of New York without regard to New York choice of law rules. With respect to PHLVIC, this Agreement shall be governed by the laws of the State of Connecticut without regard to Connecticut choice of law rules.

Section 10.14. Jurisdiction. With respect to any action, suit or other proceeding between PLIC and Broker, 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 brokerage General Agent, 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.

Section 10.15. 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. The parties stipulate and agree that, to the extent permitted by applicable law, such facsimile signatures or other reproduction of this Agreement shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such facsimile copy or reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. This Section shall not prohibit a party from contesting any such facsimile copy or reproduction to the same extent that it could contest the original, or from introducing evidence to demonstrate the inaccuracy of the facsimile or reproduction.

BROKER:

Print Name of Broker (Individual or Corporation)

By: _____

Title: _____

Address: _____

Social Security No.: _____
Or Taxpayer ID No.

Date: _____

BROKERAGE GENERAL AGENT:

Print Name of Brokerage General Agent

By: _____

Title: _____

Address: _____

Social Security No.: _____
Or Taxpayer ID No.

Date: _____

PHOENIX LIFE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

PHL VARIABLE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

Broker Compensation Schedule A