

Atlantic Financial

Life • Annuity • Long Term Care

IMPORTANT

*ALL LICENSING AND CONTRACTING APPOINTMENT
PAPERWORK IS TO BE FAXED TO 860-331-8551 ATTENTION:
CONTRACTING*

Include:

1. Contract
2. Proof of Errors & Omissions coverage
3. Attach copies of all active insurance licenses
4. Voided Check

For faster processing please use this form as your cover page

Or MAIL to:
Atlantic Financial
171 Market Square
Suite 106
Newington, CT 06111

Sincerely,

The Atlantic Financial Team

Phoenix Life Insurance Company

BROKER AGREEMENT

This BROKER 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 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 below designated as the Broker ("Broker") conducting business through the person or entity below designated as the Brokerage General Agent ("Brokerage General Agent").

This contract includes the following terms and conditions:

Broker Agreement	OL4344	(7-2010)
Compensation Schedule - Level 4		(3-2010)

_____	_____
Print Name of Broker	Print Name of Brokerage General Agent
By: _____	By: _____
Title: _____	Title: _____
Social Security No.: _____ or Taxpayer ID No.	Social Security No.: _____ or Taxpayer ID No.
Address _____	Address _____
_____	_____
Date: _____	Date: _____

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

To be completed by Phoenix Home Office Only:

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

PHOENIX LIFE INSURANCE COMPANY	PHL VARIABLE INSURANCE COMPANY
By: _____	By: _____
Title: _____	Title: _____



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 or other holiday, as determined by Phoenix.
- (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 (URLs); 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, Sub-producer, 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 will 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 Compensation 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, Compensation Schedule 3.1, and in the case of a termination of this Agreement for cause, commissions that are vested will be paid whether or not this Agreement has been terminated at the time the premium is paid on which the commission is based. The vested commission payable on any product is determined from the Compensation Schedule 3.1 in force at the time the first year premium payment was made. This commission as earned in accordance with this contract, will be payable to Broker, or, if Broker is an individual and is deceased, to Broker's executor or administrator. If this Agreement is terminated for cause by Phoenix, no further commissions or compensation of any kind will be payable to Broker.

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 of such change by any means deemed appropriate and reasonable by Phoenix.

Section 3.5 Repayment of Commissions. Except as otherwise provided in Compensation Schedule 3.1, In the event of a chargeback of commissions, any compensation paid by Phoenix to Broker (whether or not a portion of such compensation is paid by the Broker to a Sub-Producer) shall be promptly repaid to Phoenix by Broker. Broker shall reasonably cooperate with and assist Phoenix in the recovery of any such compensation. Repayments of commissions are required in the following instances:

- (a) **Refund of Premium** Should Phoenix for any reason refund or return any amount of any premium payment made on a policy or contract, including, but not limited to, any premiums under any Free Look Provision , any compensation thereon paid by Phoenix to Broker shall be promptly repaid to Phoenix by Broker. Broker shall also refund any advanced commissions or other compensation which became unearned because of non-payment of premiums. 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.
- (b) **Reduction or Modification** If, before the end of the second policy year, the policy is reduced in amount or is divided into two or more policies so that one or more policies are written on which the rate of the first year commissions in accordance with the standard commission schedule would have been less than was actually paid thereunder, then the excess first year commission, renewal commissions or any other compensation over the respective amounts due on said changed policy or policies shall be returned to Phoenix.
- (c) **Termination under Policy Rider** If a policy sold by Broker is lapsed, surrendered, canceled or otherwise terminated by the policyholder by exercising a right given the policyholder by the terms of any rider to the policy, all compensation paid on the policy shall be returned to Phoenix.
- (d) **Surrender, Death or Termination in the First Year** If during the first policy year the annuity policy is terminated by reason of death, free look or total surrender, all compensation paid on the policy shall be returned to Phoenix. If during the first policy year of the annuity policy 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.

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. Compensation 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 Compensation Schedule 3.1 hereto. If Phoenix pays higher compensation to a Broker than the compensation set forth in Compensation Schedule 3.1 for business written under this Agreement, then Broker shall be obligated to reimburse Phoenix for such payment.

Section 3.9 Lapse or Termination. If any policy sold by Broker is lapsed, terminated, or not taken, no commission thereafter shall be payable to Broker unless Broker is wholly instrumental in restoring it while Broker is acting hereunder and within three (3) months of the lapse or cancellation.

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 on Broker at any time in compliance with provisions of state and federal law;
- (c) Review, at any time, insurance department licenses issued to Brokerage General Agent and any 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 Compensation 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 does not replace or supersede any other agreement between Broker and Phoenix. Any Obligation to Phoenix incurred by Broker under a prior agreement shall continue to exist subject to the terms of such prior agreement. In the case of multiple agreements between Broker and Phoenix, Broker shall identify which agreement is to be used in the sale and service of a Phoenix policy 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 Compensation Schedule 3.1 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. Brokerage General Agent shall notify its Brokers of any such amendment or modification affecting the Brokers, including any amendments to Compensation Schedule 3.1. Such amendments or modifications shall become effective on the effective date set forth in Phoenix's communication.

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 Phoenix by Broker 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 (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 PLIC and PHLVIC:
The Phoenix Companies
One American Row
Hartford, CT 06103-2899
Attn: Distribution Administration GS

(b) If to Phoenix Client Relations:
The Phoenix Companies
31 Tech Valley Drive
East Greenbush, NY 12061
Attn: Client Relations A2

Phoenix may change its respective notice address by advance communication to Brokerage General Agent.

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.

ARTICLE XI **BUSINESS ENTITY PROVISIONS**

Section 11.1 Introduction and Authority. If Broker is a partnership, corporation, or is an individual that has employees, all applications for the products offered under this Agreement shall be solicited only by individuals (hereinafter "Sub-producers") representing Broker who have been duly licensed under the applicable insurance laws to secure such applications and who indicate on each such application that it has been solicited on Broker's behalf. If Broker is a corporation or a partnership, personal production under this contract shall be the production of the designated principal of the corporation.

Section 11.2 Conduct. Broker will cause and require all Representatives or Sub-producers associated with Broker to comply with all applicable state and federal laws and the regulations or other directives of the insurance departments of the states in which Broker is soliciting insurance including the procurement of all prescribed licenses. Broker will cause and require all Representatives or Sub-producers associated with Broker to comply with all applicable rules and regulations of the SEC; the rules of FINRA; the rules of any Broker-Dealer with which Broker is associated, and the Interagency Statement on Retail Sales of Nondeposit Investment Products issued by Federal banking regulators on February 15, 1994 also known as the "Interagency Statement" as may be amended from time to time. Broker will also cause and require all employees or Sub-producers associated with Broker 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.

Section 11.3 Contracting of Sub-Producers.

- (a) If Broker is so authorized, Broker may recruit Sub-producers satisfactory to Phoenix to carry out the purposes of this Agreement. All such Sub-producers shall be approved in writing by Phoenix .
- (b) Phoenix shall retain the authority to terminate or cancel any relationship between Sub-producer and Phoenix. Any such Sub-producer whose relationship has been terminated or canceled by Phoenix shall not perform any duties for Broker which involve Phoenix products or policyholders.
- (c) Broker shall be responsible to Phoenix for all business done or entrusted to Sub-producers or others appointed or employed by Broker, and no such appointee, Sub-producer or Representative shall have any claim against Phoenix for commissions or otherwise.
- (d) Broker shall indemnify and save Phoenix harmless from all losses, expenses, costs, damages and liability resulting from negligent acts by Broker or its Sub-producers, and from acts or transactions by any of them not authorized by Phoenix.
- (e) Subject only to paragraphs (a), (b), (c), and (d) herein, Broker shall have the sole discretion in determining who among Broker Sub-producers and Representatives shall perform the functions required of Broker.

Section 11.4 Designation of Principal/Guarantees. If Broker is a partnership or corporation, Broker shall designate by written resolution of Broker's Board of Directors or all partners, an executive officer or partner who is acceptable to Phoenix and authorized to act in Broker's name in all matters with Phoenix. Broker agrees to be bound by the acts of the principal and the principals' transaction with Phoenix, and Phoenix may rely on the authority of the principal until the principal's designation as principal is revoked in writing by a resolution of Broker's Board of Directors or remaining partners and that resolution is filed by Phoenix. If Broker is a corporation, Phoenix may require the principals of said corporation to execute a written guarantee of performance of all terms of this contract by the corporation.

Compensation Schedule 3.1

This Compensation Schedule and Footnotes form a part of the BROKER AGREEMENT (“Agreement”) and is subject to all terms and conditions thereof. The commission schedule may be modified 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.

This Schedule supersedes and replaces any schedule(s) for this agreement prior to the Effective Date set forth below. Any Phoenix product not listed on this schedule will not be eligible for compensation and should not be solicited.

Effective Date of this Schedule: February 1, 2010.

1. For Annuity business submitted through Phoenix Life Insurance Company and PHL Variable Insurance Company, total compensation paid on deposits will be:
 - a. For the Phoenix Edge Annuity, total compensation will be paid to a maximum of **4.00%** for issue ages 5 through 74, and to a maximum of **2.00%** for issue ages of 75 through 90.
 - b. For the Phoenix Index Select and Phoenix Index Select Bonus Annuities, total compensation will be paid to a maximum of **7.50%** for issue ages 0 through 75 and to a maximum of **5.00%** for issue ages of 76 through 85.
 - c. For the Phoenix Select Plus Fixed Annuity, total compensation for the 3 year guarantee period will be paid to a maximum of **1.25%** for issue ages 0 through 80 and to a maximum of **0.75%** for issue ages of 81 through 90. Total compensation for the 4 year guarantee period will be paid to a maximum of **1.75%** for issue ages 0 through 80 and to a maximum of **1.00%** for issue ages of 81 through 90. Total compensation for the 5, 7 and 10 year guarantee periods will be paid to a maximum of **3.50%** for issue ages 0 through 80 and to a maximum of **2.00%** for issue ages of 81 through 90.
 - d. For the Phoenix Reflections 7 Annuity, total compensation will be paid to a maximum of **5.00%** for issue ages 0 through 75 and to a maximum of **3.75%** for issue ages of 76 through 80. Total compensation for the Phoenix Reflections 10 and Phoenix Reflections Bonus 10 will be paid to a maximum of **7.00%** for issue ages 0 through 75 and to a maximum of **4.50%** for issue ages of 76 through 80.

2. For Annuity business submitted through Phoenix Life Insurance Company and PHL Variable Insurance Company, total compensation paid on deposits will be split between Brokerage General Agent and Brokers as follows:
 - a. 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 Broker assigned to that level.
 - b. In the Event that a Broker 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 Broker is assigned. Brokerage General Agent will be responsible for assigning Broker 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 4 (Street)	4.00%	2.00%
Level 5	3.875%	1.875%
Sub-Producer	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 4 (Street)	4.00%	2.00%
Level 5	3.875%	1.875%
Sub-Producer	0.00%	0.00%

Phoenix Select Plus Fixed Annuity (a) (b)					
Issue Ages 0 - 80					
Guarantee Period	3 Year	4 Year	5 Year	7 Year	10 Year
Level 4 (Street)	1.25%	1.75%	3.50%	3.50%	3.50%
Level 5	1.063%	1.563%	3.25%	3.25%	3.25%
Sub-Producer	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 4 (Street)	0.75%	1.00%	2.00%	2.00%	2.00%
Level 5	0.688%	0.938%	1.938%	1.938%	1.938%
Sub-Producer	0.00%	0.00%	0.00%	0.00%	0.00%

Phoenix Index Select / Phoenix Index Select Bonus (a) (c) (d)		
Issue Age	Age 0 - 75	Age 76 - 85
Level 4 (Street)	7.50%	5.00%
Level 5	7.00%	4.50%
Sub-Producer	0.00%	0.00%

Phoenix Reflections 10 / Phoenix Reflections Bonus 10 (a) (c) (d)		
Issue Age	Age 0 - 75	Age 76 - 80
Level 4 (Street)	7.00%	4.50%
Level 5	6.50%	4.00%
Sub-Producer	0.00%	0.00%

Phoenix Reflections 7 (a) (c) (d)		
Issue Age	Age 0 - 75	Age 76 - 80
Level 4 (Street)	5.00%	3.75%
Level 5	4.75%	3.50%
Sub-Producer	0.00%	0.00%

FOOTNOTES:

- (a) Not all Products are authorized for issuance in all jurisdictions. Phoenix Index Select, Phoenix Index Select Bonus, Phoenix Reflections 10, Phoenix Reflections Bonus 10 and Phoenix Reflections 7 are issued through PHL Variable Insurance Company Only.
- (b) A 100% charge back will occur upon a full surrender of the contract within 6 months of issue.
- (c) A 100% charge back will occur upon a full or partial surrender of the contract within 6 months of issue. A 50% chargeback will occur upon a full or partial surrender of the contract in months 7 – 12.
- (d) 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.

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 new 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 new 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 further explained within the Advisor Center on www.phoenixwm.com 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 the Advisor Center on www.phoenixwm.com 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
Tax identification 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 and/or agency.

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 the Advisor Center on www.phoenixwm.com for the most current 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 focuses 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 the Advisor Center on www.phoenixwm.com for more information about identifying and for a complete list of red flags]

IF YOU DETECT RED FLAG OR SUSPICIOUS ACTIVITY, YOU MUST CONTACT THE CORPORATE COMPLIANCE DEPARTMENT ON THE "AML HOTLINE" AT 1-800-4986-8819 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.

For additional details on your AML requirements please refer to the Advisor Center on www.phoenixwm.com

**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 <input type="checkbox"/> New <input type="checkbox"/> Change Bank or Account <input type="checkbox"/> Cancel		SAVINGS <input type="checkbox"/> New <input type="checkbox"/> Change Bank or Account <input type="checkbox"/> Cancel	
Bank Name _____		Bank Name _____	
Bank City, State _____		Bank City, State _____	
Transit/Routing _____	Account No. _____	Transit/Routing _____	Account No. _____

**Section 3 - DEDUCTION
(Please select your choice)**

CHECKING <input type="checkbox"/> New <input type="checkbox"/> Change Bank or Account <input type="checkbox"/> Change Amt. <input type="checkbox"/> Cancel			SAVINGS <input type="checkbox"/> New <input type="checkbox"/> Change Bank or Account <input type="checkbox"/> Change Amt. <input type="checkbox"/> Cancel		
Bank Name _____			Bank Name _____		
Bank City, State _____			Bank City, State _____		
Transit/Routing _____	Account No. _____	Dollar Amount \$ _____	Transit/Routing _____	Account No. _____	Dollar Amount \$ _____

PHOENIX FUND Change Amount Cancel

NOTE: All Phoenix Fund requests must be processed through PEPCO first. Please contact PEPCO at 1-800-243-1574.

Bank Name
State Street Bank

Bank City, State
Boston, MA

Transit/Routing	Account Prefix	Acct. Social Security No.	Dollar Amount
011000028	99018590	- -	\$

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 0001 101 Somewhere Street Somewhere, MA 11111 _____ 20 _____
	Made Payable to: _____
	ATTACH VOID OR PHOTOCOPY OF CHECK HERE
	Memo: _____
	: 1 2 3 4 5 6 7 8 9 : 456889 329879 235 0001

(Transit/Routing Number) (Account Number) (Check Number)

STOP! PLEASE READ THE FOLLOWING SECTION:

- **BY SIGNING THE AUTHORIZATION FORM YOU ACKNOWLEDGE AND ACCEPT THE TERMS OUTLINED BELOW.**
 - *Failure to complete Section 1 in its entirety may result in the form being returned to you for completion, thus delaying the activation of your EFT.*
 - **PLEASE NOTIFY PAYROLL AND GET CONFIRMATION THAT DEPOSITS HAVE BEEN STOPPED BEFORE YOU CLOSE ANY ACCOUNT.** If you close an account before notifying Payroll and your money has already been wired, you may be reimbursed in the next payroll check. Money will not be issued without first receiving confirmation that the funds have been returned to Phoenix, which can take at least five (5) business days.
 - Return form to: PAYROLL, H-GS-2.
-

DEFINITIONS:

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

EFT DEDUCTION: A specific dollar amount you choose to be electronically transferred to a bank account, other than the bank account of your net pay.

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, please staple a voided check or a photocopy of a check to the bottom of the form. If setting up a savings account, please fill in the transit/routing number (9-digits) and the account number. (If you are unsure of any of these numbers, please contact your bank.)

HOW DO I ADD AN EFT DEDUCTION?

Please complete Section 1 first. As long as you have your net pay being deposited, you can have up to three (3) additional deductions; one checking, one savings, and one Phoenix Fund deduction. Check off “New” in up to three (3) of these deductions and supply the bank name and address. Again, if you are setting up a checking account, please staple a voided check or a photocopy of a check to the bottom of the page. If you are setting up a savings account, please fill in the transit/routing number (9-digits) and the account number.

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

Please complete Section 1 first. If you are changing your net pay account, complete section 2. Select “Change of Bank/Acct.” and follow the directions above in “How Do I Start EFT?”. If you are changing one or more of your EFT Deductions, complete section 3. Select “Change of Bank/Acct.” and follow the directions above in “How Do I Add An EFT Deduction?”. **PLEASE FILL IN ONLY THE SECTION THAT APPLIES TO YOUR CHANGE.**

HOW DO I CHANGE THE DOLLAR AMOUNT TO AN EFT DEDUCTION?

Please complete Section 1 first. In Section 3, select “Change Amt.” in the appropriate box and write in the new flat dollar amount to be withheld from your paycheck. You do not have to fill in any bank information.

HOW DO I CANCEL MY EFT?

Please 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. NOTE: If you cancel your Net Pay, any EFT Deductions will automatically be canceled as well. If you are canceling any EFT Deduction, select “Cancel” under Section 3 to the box which you are canceling. NOTE: Canceling any EFT Deduction will NOT cancel your Net Pay.

Please return this form to DISTRIBUTION ADMINISTRATION, H-GS-2, for processing. Should you have any questions after reading this form in its entirety, you may contact Payroll at 1-800-417-4769.

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 Line 1 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.

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

Social security number
or
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 ▶
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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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

This Compensation Schedule and Footnotes form a part of the Broker Agreement and is subject to all terms and conditions thereof. The commission schedule may be modified in whole or in part from time to time through standard Company communication procedures and such modification shall have the same force and effect as if this Schedule had been physically amended.

This Schedule supersedes and replaces any schedule(s) for this agreement prior to the Effective Date set forth below. Any Phoenix product not listed on this schedule will not be eligible for compensation and should not be solicited.

Effective Date of this Schedule: 11/05/2009.

Schedule 3.1.1 Phoenix Life Insurance Company Broker Compensation Schedule A

Non-Registered Products (c)	First Year Commissions on First Year Premiums (a)	Renewal Commissions On Renewal Premiums or Cash Value for Trails	
		Vested Commissions Policy Year	Non-vested Commissions Policy Year (b)
		2nd - 10th	11th & later
Universal Life	%	%	%
Phoenix Accumulator UL IV (d) (j)			
Issue Ages 0-69			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Issue Ages 70 and up:			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Estate Legacy IV (d) (j)			
Up to Commission Target Premium	35	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Generations UL (j)			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Indexed UL (d) (j)			
Issue Ages 0-69			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Issue Ages 70 and up:			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Survivorship UL (with Guarantee) (d) (j)			
Up to Commission Target Premium	50	2	1
Excess of Commission Target Premium	1	2	1
Phoenix Joint Advantage UL (d) (j) (k) (l)			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Executive Benefits (COLI)	%	%	%
Phoenix Executive UL (d)			
Up to Commission Target Premium	24	4 in yrs 2 - 5; 2.5 in yrs 6 - 10	0
Excess of Commission Target Premium	2.50	2.5	0
Asset Based Trail	N/A	0.10% per yr in yrs 8+	0.10% per yr until yr 25

Non-Registered Products (c) (CONTINUED)	First Year Commissions on First Year Premiums (a)	Renewal Commissions On Renewal Premiums or Cash Value for Trails	
		Vested Commissions Policy Year	Non-vested Commissions Policy Year (b)
		2nd - 10th	11th & later
Annuity	%	%	%
Phoenix Edge – SPIA			
Options A, B, C, D, G, J			
Issue Age: 5-74	4.00	None	None
Issue Age: 75-90	2.00	None	None
Option E – Annuity for a Specified Period			
Period Certain: Greater than or equal to 10 yrs	4.00	None	None
Period certain: Less than 10 years	2.00	None	None
Phoenix Select Plus Fixed Annuity (h) (i)			
3 Year Guarantee Period			
Issue Age: 0-80	1.25	(e)	None
Issue Age: 81-90	0.75	(e)	None
4 Year Guarantee Period			
Issue Age: 0-80	1.75	(f)	None
Issue Age: 81-90	1.00	(f)	None
5 Year Guarantee Period			
Issue Age: 0-80	3.50	(g)	None
Issue Age: 81-90	2.00	(g)	None
7 Year Guarantee Period			
Issue Age: 0-80	3.50	None	None
Issue Age: 81-90	2.00	None	None
10 Year Guarantee Period			
Issue Age: 0-80	3.50	None	None
Issue Age: 81-90	2.00	None	None
Phoenix Index Select (c) (m) (n)			
Issue Age 0-75	7.50	None	None
Issue Age 76-85	5.00	None	None
Phoenix Index Select Bonus (c) (m) (n)			
Issue Age 0-75	7.50	None	None
Issue Age 76-85	5.00	None	None

FOOTNOTES:

- (a) First year commissions are NOT paid on premium charged for temporary extras or aviation and other avocation hazards.
- (b) Non-vested commissions are payable in those years in accordance with the Compensation Provisions in your contract.
- (c) **NOTE: NOT ALL PRODUCTS ARE AUTHORIZED FOR ISSUANCE IN ALL JURISDICTIONS.**
- (d) For any surrender of a policy where the surrender value of the policy has been enhanced by an Alternate Surrender Value Rider, Enhanced Surrender Value Rider or other similar rider, there will be a charge back of compensation paid equal to the lesser of: 100% of the total compensation paid for the policy; and the amount of any cash surrender value enhancement due to such rider.
- (e) A renewal commission will be paid at the beginning of the second 3 Year Guarantee Period only. For Issue Ages 0-80, a renewal commission percentage of 0.25% will be applied to the then current contract value. For Issue Ages 81-90, a renewal commission percentage of 0.13% will be applied.
- (f) A renewal commission will be paid at the beginning of the second 4 Year Guarantee Period only. For Issue Ages 0-80, a renewal commission percentage of 0.50% will be applied to the then current contract value. For Issue Ages 81-90, a renewal commission percentage of 0.25% will be applied.
- (g) A renewal commission will be paid at the beginning of the second 5 Year Guarantee Period only. For Issue Ages 0-80, a renewal commission percentage of 1.50% will be applied to the then current contract value. For Issue Ages 81-90, a renewal commission percentage of 0.75% will be applied.
- (h) A 100% charge back will occur upon a full surrender of the contract within 6 months of issue.
- (i) 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.
- (j) A 100% chargeback of commissions will occur upon a full surrender of the policy within the first policy year.
- (k) Premiums paid within 20 days of the first policy anniversary will be treated as second year premium for calculation of Premium Expense Charges and commissions.
- (l) When a policy issued through PLIC is enhanced by the Waiver of Surrender Charge Rider, commissions up to CTP will be paid for the first 5 years as follows: 21% in year 1; 16% in year 2; 14% in year 3, and 13% in years 4 and 5. Renewal compensation begins in year 6 and will pay at a rate of 1%.
- (m) 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.
- (n) 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% charge back will occur when the death benefit is paid upon the death of any Owner in months 7-12.

Schedule 3.1.2 Phoenix Life Insurance Company Definitions

- a. Eligible First Year Commissions (FYC) are defined as follows:
1. FYC on annual premium of individual life insurance plans, other than universal life.
 2. FYC on premium up to the commissionable target premium (CTP) for flexible premium universal life plans.
- b. Eligible FYC **do not** include the following:
1. FYC on premiums in excess of CTP.
 2. FYC on Premiums or fees paid on any policy rider not included in CTP.
 3. FYC on any product the Company may from time to time exclude.
 4. FYC on any product enhanced by the Waiver of Surrender Charge Rider.
- c. FYC are those commissions paid on those premiums paid for the first policy year.
- d. A premium shall be regarded as paid in the calendar year when entered as paid in the accounting records of Phoenix in its home office.

Schedule 3.1.3 Phoenix Life Insurance Company Broker Expense Allowance Schedule A

Phoenix will pay an expense allowance to Broker to offset the expenses incurred in the acquisition and servicing of Phoenix insurance contracts placed through Brokerage General Agent. Payment of the expense allowance is as follows:

1. Expense Allowance Payment (EAP) Calculation

For Business submitted through Phoenix Life Insurance Company, Phoenix will calculate and pay Broker EAP as a percentage of eligible FYC at **40%** for all business paid during the current calendar year.

Schedule 3.1.4 Phoenix Life Insurance Company Broker Compensation Schedule A Total Compensation Calculation

For Universal Life Insurance excluding COLI, submitted through Phoenix Life Insurance Company, total first year compensation will be paid to a maximum of **70%** of eligible premium.

For Annuity business submitted through Phoenix Life Insurance Company, total first year compensation for Phoenix Edge-SPIA will be paid to a maximum of **4.0%** of eligible premium and total first year compensation for Phoenix Select Plus will be paid to a maximum of **3.5%** of eligible premium. Total first year compensation for Phoenix Index Select will be paid to a maximum of **7.5%** of eligible premium.

For COLI Universal Life Insurance, submitted through Phoenix Life Insurance Company, total first year compensation will be paid to a maximum of **24%** of eligible premium.

Schedule 3.1.5 PHL Variable Insurance Company Broker Compensation Schedule A

Non-Registered Products (c)	First Year Commissions on First Year Premiums (a)	Renewal Commissions On Renewal Premiums or Cash Value for Trails	
		Vested Commissions Policy Year	Non-vested Commissions Policy Year (b)
		2nd - 10th	11th & later
Universal Life	%	%	%
Phoenix Accumulator UL IV (d) (e) (k)			
Issue Ages 0-69			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Issue Ages 70 and up:			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Estate Legacy IV (d) (k)			
Up to Commission Target Premium	35	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Generations UL (k)			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Indexed UL (d) (e) (k)			
Issue Ages 0-69			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Issue Ages 70 and up:			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Phoenix Survivorship UL (with Guarantee) (d) (k)			
Up to Commission Target Premium	50	2	1
Excess of Commission Target Premium	1	2	1
Phoenix Joint Advantage UL (d) (k) (l) (m)			
Up to Commission Target Premium	50	1	1
Excess of Commission Target Premium	1	1	1
Executive Benefits (COLI)	%	%	%
Phoenix Executive UL (d)			
Up to Commission Target Premium	24	4 in yrs 2 - 5; 2.5 in yrs 6 - 10	0
Excess of Commission Target Premium	2.50	2.5	0
Asset Based Trail	N/A	0.10% per yr in yrs 8+	0.10% per yr until yr 25

Non-Registered Products (c) (CONTINUED)	First Year Commissions on First Year Premiums (a)	Renewal Commissions On Renewal Premiums or Cash Value for Trails	
		Vested Commissions Policy Year	Non-vested Commissions Policy Year (b)
		2nd - 10th	11th & later
Annuity	%	%	%
Phoenix Edge – SPIA			
Options A, B, C, D, G, J			
Issue Age: 5-74	4.00	None	None
Issue Age: 75-90	2.00	None	None
Option E – Annuity for a Specified Period			
Period Certain: Greater than or equal to 10 yrs	4.00	None	None
Period certain: Less than 10 years	2.00	None	None
Phoenix Select Plus Fixed Annuity (i) (j)			
3 Year Guarantee Period			
Issue Age: 0-80	1.25	(f)	None
Issue Age: 81-90	0.75	(f)	None
4 Year Guarantee Period			
Issue Age: 0-80	1.75	(g)	None
Issue Age: 81-90	1.00	(g)	None
5 Year Guarantee Period			
Issue Age: 0-80	3.50	(h)	None
Issue Age: 81-90	2.00	(h)	None
7 Year Guarantee Period			
Issue Age: 0-80	3.50	None	None
Issue Age: 81-90	2.00	None	None
10 Year Guarantee Period			
Issue Age: 0-80	3.50	None	None
Issue Age: 81-90	2.00	None	None
Phoenix Index Select (c) (n) (o)			
Issue Age 0-75	7.50	None	None
Issue Age 76-85	5.00	None	None
Phoenix Index Select Bonus (c) (n) (o)			
Issue Age 0-75	7.50	None	None
Issue Age 76-85	5.00	None	None

FOOTNOTES:

- (a) First year commissions are NOT paid on premium charged for temporary extras or aviation and other avocation hazards.
- (b) Non-vested commissions are payable in those years in accordance with the Compensation Provisions in your contract.
- (c) **NOTE: NOT ALL PRODUCTS ARE AUTHORIZED FOR ISSUANCE IN ALL JURISDICTIONS.**
- (d) For any surrender of a policy where the surrender value of the policy has been enhanced by an Alternate Surrender Value Rider, Enhanced Surrender Value Rider or other similar rider, there will be a charge back of compensation paid equal to the lesser of: 100% of the total compensation paid for the policy; and the amount of any cash surrender value enhancement due to such rider.
- (e) When issued through PHLVIC, this product will have a 3-year rolling target. If the CTP is not fully paid in year 1, we will pay the first year rate (including EAP and first year overrides) through the 3rd policy year until one cumulative CTP is paid. Rolling target is not available on this product if issued through PLIC.
- (f) A renewal commission will be paid at the beginning of the second 3 Year Guarantee Period only. For Issue Ages 0-80, a renewal commission percentage of 0.25% will be applied to the then current contract value. For Issue Ages 81-90, a renewal commission percentage of 0.13% will be applied.
- (g) A renewal commission will be paid at the beginning of the second 4 Year Guarantee Period only. For Issue Ages 0-80, a renewal commission percentage of 0.50% will be applied to the then current contract value. For Issue Ages 81-90, a renewal commission percentage of 0.25% will be applied.
- (h) A renewal commission will be paid at the beginning of the second 5 Year Guarantee Period only. For Issue Ages 0-80, a renewal commission percentage of 1.50% will be applied to the then current contract value. For Issue Ages 81-90, a renewal commission percentage of 0.75% will be applied.
- (i) A 100% charge back will occur upon a full surrender of the contract within 6 months of issue.
- (j) 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.
- (k) A 100% chargeback of commissions will occur upon a full surrender of the policy within the first policy year.
- (l) Premiums paid within 20 days of the first policy anniversary will be treated as second year premium for calculation of Premium Expense Charges and commissions.
- (m) When a policy issued through PHLVIC is enhanced by the Waiver of Surrender Charge Rider, commissions up to CTP will be paid for the first 5 years at a rate of 18%. Renewal compensation begins in year 6 and will pay at a rate of 1%.
- (n) 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.
- (o) 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% charge back will occur when the death benefit is paid upon the death of any Owner in months 7-12.

Schedule 3.1.6 PHL Variable Insurance Company Definitions

- a. Eligible First Year Commissions (FYC) are defined as follows:
1. FYC on annual premium of individual life insurance plans, other than universal life.
 2. FYC on premium up to the commissionable target premium (CTP) for flexible premium universal life plans.
- b. Eligible FYC **do not** include the following:
1. FYC on premiums in excess of CTP.
 2. FYC on product enhanced by the Waiver of Surrender Charge Rider.
 3. FYC on Premiums or fees paid on any policy rider not included in CTP.
 4. FYC on any product the Company may from time to time exclude.
- c. FYC are those commissions paid on those premiums paid for the first policy year.
- d. A premium shall be regarded as paid in the calendar year when entered as paid in the accounting records of Phoenix in its home office.

Schedule 3.1.7 PHL Variable Insurance Company Broker Expense Allowance Schedule A

Phoenix will pay an expense allowance to Broker to offset the expenses incurred in the acquisition and servicing of Phoenix insurance contracts placed through Brokerage General Agent. Payment of the expense allowance is as follows:

1. Expense Allowance Payment (EAP) Calculation

For Business submitted through PHL Variable Insurance Company, Phoenix will calculate and pay Broker EAP as a percentage of eligible FYC at **40%** for all business paid during the current calendar year.

Schedule 3.1.8 PHL Variable Insurance Company Broker Compensation Schedule A Total Compensation Calculation

For Universal Life Insurance excluding COLI, submitted through PHL Variable Insurance Company, total first year compensation will be paid to a maximum of **70%** of eligible premium.

For Annuity business submitted through PHL Variable Insurance Company, total first year compensation for Phoenix Edge-SPIA will be paid to a maximum of **4.0%** of eligible premium and total first year compensation for Phoenix Select Plus will be paid to a maximum of **3.5%** of eligible premium. Total first year compensation for Phoenix Index Select will be paid to a maximum of **7.5%** of eligible premium.

For COLI Universal Life Insurance, submitted through PHL Variable Insurance Company, total first year compensation will be paid to a maximum of **24%** of eligible premium.

Amendment to Compensation Schedule 3.1

This Amendment and Footnotes form a part of the BROKER AGREEMENT (“Agreement”) and is subject to all terms and conditions thereof. This Amendment may be modified 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.

In accordance with the terms of your Phoenix Contract, Compensation Schedule 3.1 has been modified to add the Phoenix Simplicity Index Life. Compensation Rates for Simplicity Index Life are as follows:

Effective Date of this Schedule: March 26, 2010.

PHOENIX SIMPLICITY INDEX LIFE (a)

PHL Variable Insurance Company (a)	First Year Compensation on First Year Premiums Up to Commission Target Premium (c)	Compensation on Premiums received in Excess of Target Premium	Vested Renewal Compensation on Renewal Premiums, Policy Years 2 - 10	Non-vested Renewal Compensation on Renewal Premiums, Policy Years 11 & later (e)
Phoenix Simplicity Index Life	90%	1%	1%	1%

Phoenix Life Insurance Company (a) (b)	First Year Compensation on First Year Premiums Up to Commission Target Premium (c) (d)	Compensation on Premiums received in Excess of Target Premium	Vested Renewal Compensation on Renewal Premiums, Policy Years 2 - 10	Non-vested Renewal Compensation on Renewal Premiums, Policy Years 11 & later (e)
Phoenix Simplicity Index Life	90%	1%	1%	1%

Brokerage General Agent will be responsible for assigning Broker Compensation Levels and hierarchies and communicating those Compensation Levels and hierarchies to Phoenix.

FOOTNOTES:

- (a) Not all Products are authorized for issuance in all Jurisdictions.
- (b) Phoenix Life Insurance Company (PLIC) is authorized only for business in New York and Maine. For business issued through PLIC, Maximum compensation shall be paid in accordance with Applicable Law and New York Insurance Law.
- (c) First year commissions are NOT paid on premium charged for temporary extras or aviation and other avocation hazards.
- (d) First Year Compensation is paid as sum of 50% Base Compensation and Expense Allowance Payment. Expense Allowance Payment shall be calculated as indicated in your Compensation Schedule 3.1.
- (e) Non-vested commissions are payable in those years in accordance with the Compensation Provisions in your contract.