

OXFORD

LIFE INSURANCE COMPANY

Agent Agreement Checklist

Have you:

- _____ Signed and dated the inside of the Oxford Life Insurance Company **Agreement** under "Agent's Signature" on page 7, and have your GA or MGA sign under "Appointment Recommended by."
- _____ Filled out the **Personal Data Sheet** completely and signed and dated at the bottom of page 8.
- _____ Submitted an explanation if **any question #16-20** on the Personal Data Sheet were answered "yes." Use a separate sheet of paper.
- _____ Submitted a current, legible **copy of your license(s)** and the appropriate appointment fees for non-resident appointments.
- _____ Enclosed the signed **Standards of Business Performance for Agents acknowledgement form**.
- _____ Enclosed signed and dated **W-9 form**.
- _____ Enclosed signed "**Authorization for Investigative Consumer Report**" form.
- _____ Completed and enclosed **VOIDED** check copy and signed form for **Direct Deposit**.
- _____ Enclosed a copy of your completed **AML-Anti Money Laundering Training program notice**.
- _____ If applicable, have your **general or managing general agent** sign your advanced compensation addendum.

Please note: any missing information may delay the processing of your appointment.

If you have any questions, please contact: Licensing / Marketing Department
Oxford Life Insurance Company
2721 N Central Ave
Phoenix, AZ 85004
800-308-2318
602-277-5901 (fax)

Important Notices:

- 1. Agents must be appointed and approved with Oxford Life Insurance Company PRIOR to soliciting any business for the company.**
- 2. Products may not be available in all states. Please check our website for state approvals at www.oxfordlife.com.**

OXFORD LIFE INSURANCE COMPANY*

PRODUCER AGREEMENT

THIS Agreement, when signed by You, or Your authorized officer if You are a corporation, a limited liability company, or some other form of a separate legal entity, and by an authorized officer of Oxford Life Insurance Company ("OLIC") shall become effective as of the effective date accepted and agreed upon by OLIC. The Terms "You," "Your," or any derivative thereof refers to the individual, corporation or other entity contracting with OLIC under this Agreement.

SECTION A. APPOINTMENT AND AUTHORITY

OLIC appoints You, on a non-exclusive basis, to solicit applications for the Policies and Contracts identified on the Commission Schedule attached hereto as Exhibit "A," (individually a "Policy," collectively the "Policies") issued by OLIC, but only in the states where OLIC is licensed.

This appointment only authorizes You to solicit and present application issued by OLIC in all of the states where You and OLIC are properly licensed.

SECTION B. DUTIES AND RESPONSIBILITIES

1. IMSA Standards. OLIC adheres to the Insurance Marketplace Standards Association's ("IMSA") Six Principles of Ethical Market Conduct. OLIC requires You to do so as well. By signing this Agreement below, and by signing the Acknowledgment form attached to the *Guide for Successful Business*, which is attached hereto as Exhibit "B" and incorporated herein by this reference, You agree to abide by the provisions of Exhibit "B" (the "IMSA Standards").
2. Solicitation. You will actively solicit and present, and cause to be solicited and presented, applications for the Policies to OLIC for approval and acceptance. OLIC may reject, accept, or require the amendment of any application for the Policies or a Policy.
3. Premiums. The gross amount of any monies or checks received by You for, or on behalf of, OLIC shall be received and held by You as a fiduciary of OLIC. Such funds shall not be co-mingled with any other funds. Further, You agree not to use such funds for any personal or business use, but shall immediately remit these funds to OLIC. You also will ensure that all checks for premiums or other charges for the Policies, or the applications for the Policies, received by You are made payable to OLIC.
4. Compliance. Consistent with the IMSA Standards, You agree to keep in good standing all licenses which You need in order to lawfully solicit applications for the Policies. You will comply fully with all regulations, rules, circular letters, proclamations and statutes, whether Federal, State or local, which are applicable to Your appointment and duties under this Agreement. You agree to comply with all rules and regulations provided to You by OLIC in carrying out Your obligations under this Agreement. You also agree to take all reasonable steps to ensure Your Producers are properly licensed and also comply with the IMSA Standards.
5. HIPAA Compliance. OLIC may make available and/or transfer to You, and/or, You may acquire, on behalf of OLIC, Protected Health Information ("PHI") which is any information that is a subset of health information, including demographic information collected from an individual, and is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. You agree as follows to the PHI:
 - a. You agree that PHI shall be and remain the property of OLIC, and that You acquire no title or rights to the PHI.
 - b. You agree that PHI can only be used or disclosed in accordance with this Agreement and the Code of Federal Regulations at Title 45, Parts 142, 160 and 164 ("HHS Privacy Regulations"). OLIC will make a copy of the HHS Privacy Regulations available to You upon receipt of Your written request sent to the following address: Oxford Life Insurance Company, Attn: Compliance Department, 2721 North Central Ave., Phoenix, Arizona 85004.
 - c. You agree to destroy or return all PHI to OLIC at the expiration of this Agreement. If return or destruction of the PHI is not feasible, You agree to extend the protections of Paragraph 5 and its subparts of this Agreement ("this Part") for as long as necessary to protect the PHI and to limit any further use or disclosure of the PHI. If You elect to destroy the PHI, You agree to provide OLIC with a detailed certification of the PHI You destroy.
 - d. You agree to use PHI for the following purposes, and that You will not use or disclose any PHI for any purpose that is inconsistent with the following uses and disclosures:
 - i. Underwriting, premium rating, and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits so long as the individual who is the subject of the PHI consents to such use.
 - ii. Conducting or arranging for legal services, auditing functions, including fraud and abuse detection and compliance programs, and resolution of internal grievances.
 - iii. Conducting quality assessment and improvement activities.

- iv. Cost-management and planning-related analyses related to management and operations, including commissions administration, and development or improvement of methods of payment.
 - v. As requested by OLIC, so long as the request is not inconsistent with the HHS Privacy Regulations.
 - vi. To a medical provider that is treating the individual who is the subject of the PHI.
 - vii. As required by any law that does not conflict with the HHS Privacy Regulations.
 - viii. To the individual who is the subject of the PHI, including making any amendments or accountings of disclosures as requested by the individual so long as the request is consistent with the HHS Privacy Regulations.
 - e. PHI may not be used for Marketing, unless the information is used in a face-to-face encounter with the individual who is the subject of the PHI.
 - f. If You must share PHI with a Producer, subproducer or other entity to accomplish the permitted uses and/or disclosures set forth above, You agree to execute a contract with the Producer, subproducer or other entity that contains the same terms, conditions and restrictions on the use and disclosure of PHI consistent with this Part.
 - g. You agree to establish and maintain appropriate safeguards to prevent any use or disclosure of PHI that is inconsistent with this Part.
 - h. You agree to immediately report to OLIC any use or disclosure of PHI not provided for or allowed by this Part.
 - i. You agree to have practices and procedures in place for mitigating, to the maximum extent practicable, any injurious effect from the use or disclosure of PHI in a manner inconsistent with this Part.
6. HIPAA Security. The "HIPAA Security Rule" means the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 *et seq.* (45 C.F.R. Parts 160, 162, and 164) as hereafter amended, and "ePHI" means electronic Protected Health Information, as defined in the HIPAA Security Rule that is created, received, maintained, or transmitted by or on behalf of OLIC with regard to the use and/or disclosure of ePHI. Beginning no later than the compliance date applicable to OLIC under the HIPAA Security Rule (April 20, 2005), You agree as follows:
- a. You are to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that You create, receive, maintain or transmit on behalf of OLIC.
 - b. You agree to ensure that any and all of Your subcontractors or Producers to whom You provide ePHI consistent with Part 5 agree in writing to implement reasonable and appropriate safeguards to protect such ePHI; and
 - c. You agree to immediately report to OLIC any security incident (as defined in 45 CFR Section 164.304) relating to ePHI of which You become aware, in accordance with OLIC's reporting procedures.

You agree that OLIC may terminate this Agreement immediately if You breach a material provision of Subsections B.5. or B.6 of this Agreement.

7. Processing of Applications and Delivery of Policies. Immediately upon receipt and/or completion of an application, You shall submit such application to OLIC or its designated administrator. To the extent that as part of Your duties You are required to deliver a Policy fully completed, You agree to not deliver a Policy unless: (a) the person to be insured is, to the best of Your knowledge, in good health and insurable condition at the time of delivery; (b) the first premium has been fully paid; and (c) delivery is accomplished within the period of time allowed by OLIC and as required by law for such delivery.

SECTION C. RELATIONSHIP

The relationship between You and OLIC is one of an independent contractor. Nothing contained herein shall be construed as creating a relationship of employer and employee between OLIC and You. Subject to the terms of this Agreement, and in compliance with all applicable rules and regulations applicable to the conduct under this Agreement, You are free to exercise Your own judgment as to the time and manner of soliciting applications for Policies on behalf of OLIC and performing Your obligations under this Agreement. All expenses incurred by You in this solicitation and marketing of the Policies shall be borne by You.

The Parties expressly agree that the provisions of the Internal Revenue Code relating to social security and other income tax withholdings shall not apply to the relationship created by this Agreement, and You hereby direct OLIC to neither deduct nor pay any taxes specified therein as it relates to Yourself and/or a Producer. You agree that You will pay said taxes as a self-employed person, and shall hold OLIC harmless and immune from liability for non-payment thereof.

SECTION D. LIMITATIONS OF AUTHORITY

Your authority is only as expressly granted in this Agreement, as no additional authority is to be implied. You specifically have no authority to do any of the following:

1. Bind OLIC by any promise or Agreement, written or oral, except as otherwise provided in this Agreement;
2. Institute legal proceedings in OLIC's name against an applicant for insurance or policyholder of OLIC's, or against any other party, for any cause arising out of the business transacted under this Agreement, unless such action shall be approved by OLIC, in advance, and in writing;
3. Consistent with the IMSA Standards, pay, or allow, or offer to pay, or allow, as an inducement to any entity to become an insured, any rebate of premium or consideration or any inducement not specified in the Policies;
4. Withhold any funds, Policies, premium receipts, vouchers, or other property belonging to OLIC or to an applicant for insurance;
5. Represent or hold Yourself out as a spokesman for OLIC in any administrative or judicial proceeding or inquiry by an insurance department or any other regulatory, judicial, or governmental agency of the Federal government, or any state, territory or commonwealth without the prior written consent of OLIC.
6. Make, alter or discharge Policies for OLIC or waive forfeiture, grant permits, make extra rates for special risks, or bind or obligate OLIC in any way, or make any endorsement on, or attach any instrument by way of illustration or otherwise to, the Policies or applications for the Policies, or incur any indebtedness in the name of or on behalf of OLIC, or sign any lease or service Agreement or any other Contract on behalf of OLIC, without first obtaining prior written permission from OLIC;
7. Assign this Agreement or the commissions due hereunder, unless specifically authorized prior thereto in writing by OLIC. OLIC will not unreasonably withhold its authorization;
8. Induce or influence other Producers or brokers to leave and/or otherwise terminate their relationship with OLIC.

SECTION E. INDEBTEDNESS TO OLIC

1. Indebtedness. The obligations set forth in subsection (A), (B) and (C) of this Section E(1) shall be due and payable to OLIC on demand. If not paid within thirty (30) days, the obligation shall thereafter accrue interest at the rate of ten percent (10%) per annum until paid, and if collection of same is placed in the hands of an attorney and or collection agency, You shall also be obligated to pay OLIC its attorneys' fees and costs in undertaking the collection.
 - A. Unremitted Premiums. You are obligated to immediately remit premiums to OLIC that are collected for OLIC on the Policies. Further, You shall reimburse OLIC and hold it harmless from any loss, which may result from Your failure to remit premiums to OLIC that are collected for OLIC.
 - B. Repayment of Commissions. If, on Policies solicited by You or Your Producers, OLIC pays any refunds on premiums received by it, You shall immediately reimburse OLIC for any commissions received by You or Your Producers with respect to such refund premiums.
 - C. Chargebacks. To the extent Policies under this Agreement are subject to chargebacks, You agree to refund to OLIC any portion of the premium received by You or Your Producers with respect to such chargebacks. Policies subject to chargebacks, and the items subject to chargebacks, are set forth on the attached Commission Schedule.
2. Lien Rights. Any and all indebtedness to OLIC by You shall be secured by a first lien upon any commissions or rights to commissions accruing under this Agreement, or any supplement or amendment hereto, and OLIC is hereby given and granted by You a first lien upon said commissions for such purpose.
3. Offset Rights. Upon Your failure to pay any indebtedness to OLIC, OLIC may immediately offset, charge against and/or reduce any such debts with any commissions or fees, whether earned or to be earned in the future, due You under this Agreement.

SECTION F. COMPENSATION DURING THE TERM OF THE AGREEMENT

1. Commissions. Attached hereto as Exhibit "A," and incorporated herein as part of this Agreement, is the Commission Schedule which specifies the percentages of premium which shall be paid to You as commissions in connection with the sale of Policies by You. Commissions shall be paid only with respect to premiums actually received by OLIC.
2. Unscheduled Commissions and Changes in Commissions. Upon sixty (60) days advance written notice to You, OLIC may, at its option, change its plan of compensation to You, except as to Policies issued prior to the date of such notice. In its sole discretion, OLIC will determine commissions to be paid on types of Policies other than those provided for in the Commission Schedule.
3. Accumulation of Commissions. If commissions payable to You in any period amount to less than twenty-five dollars (\$25), OLIC may defer payment until the accumulated commissions due to You amount to at least twenty-five dollars (\$25).

4. Commissions Relating to Special Situations. The commissions to be paid to You by OLIC with reference to conversions, extra premiums and Policies substituted for others upon the same life and modified forms of Policies, shall be determined by such practices and regulations as OLIC shall establish from time to time, and shall not be governed by the Commission Schedule. By mutual Agreement between You and OLIC, commissions may be modified to meet particular situations. No commissions shall be allowed to You with reference to: (a) preliminary term insurance; (b) temporary extra premiums of five (5) years or less; or (c) premiums waived or commuted by reason of death, disability, or exercise of Policy options.
5. Reinstated Policies. If a Policy written by You terminates and subsequently becomes reinstated solely as a result of Your efforts, Your right to Renewal Commissions, as set forth on the Commission Schedule, shall continue. If such a terminated Policy is otherwise reinstated, OLIC shall have the sole discretion to determine who shall be entitled to Renewal Commissions and Service Fees, if any, and the amount thereof.
6. Premium Refunds. Whenever in OLIC's judgment it should become advisable to cancel or rescind the sale of any Policy or Policies, or waive any premium under the waiver of premium provision of any Policy or Policies, or to otherwise refund any premium received by it, You shall lose all rights to commissions associated therewith and shall repay to OLIC any such commissions that may have been paid to You in accordance with this Section G.
7. Forbearance. If OLIC receives information or a formal claim or complaint which, in its sole discretion, leads it to believe You were involved in fraud, malfeasance, misappropriation, or wrongful withholding of funds involving Your activities in our behalf, or on behalf of Your clients, relating to this Agreement, notwithstanding any other provisions contained in this Agreement, OLIC may withhold any and all commissions You might have acquired under any and all Agreements with us until the information or claim is investigated and the matter resolved to the satisfaction of OLIC.

SECTION G. POST-TERMINATION OBLIGATIONS

1. Assistance with Transaction. You agree to provide Your utmost good faith efforts to assist OLIC in transition of the business after termination of this agreement. Upon termination of this Agreement, You shall immediately deliver to OLIC or OLIC's representative, all rate books, letters, records and supplies connected with OLIC's business and belonging to OLIC.
2. Vested Commissions. In the event of termination of this Agreement, other than for fraud, malfeasance, misappropriation, or wrongful withholding of funds involving Your activities relating to this Agreement, You shall continue to receive all first year and renewal commissions and/or account balance trailer commissions, if applicable, payable under the Commission Schedule on all Policies issued prior to the Effective Date of termination, provided earned commissions, renewals and/or account balance trailers on premiums collected by OLIC exceed Three Hundred Dollars (\$300) per year. In a year in which the earned commission, renewals and/or account balance trailers on collected premiums are less than Three Hundred Dollars (\$300) per year, the vested commissions, renewals and/or account balance trailers shall be paid as they accrue to You, Your surviving spouse, if there is one, and otherwise to Your estate. At the death of Your spouse, the sums will be paid to the estate of Your spouse.
3. This Agreement terminates upon Your death. The termination of this Agreement because of Your Death shall not affect Your right to receive commissions earned and/or vested to You under this Agreement.

SECTION H. TERMINATION

This Agreement is of indefinite duration, but may be terminated, at any time, by either party, with or without cause, by providing the other party written notice of the party's election to terminate the Agreement. The termination will be effective on the tenth (10th) day following the date of the notice. Commissions for any new business applications taken and effective prior to your termination date, but received in our office after your termination date, will be paid as earned without a commission advance.

This Agreement can be terminated immediately at OLIC's option, upon written notice by OLIC to You, following the occurrence of any of the following events:

1. Cessation of Your Business;
2. Bankruptcy, receivership, insolvency, or dissolution;
3. Fraud, embezzlement, theft, conversion of property, or gross negligence on the part of You or Your Producers, employees or owners;
4. Failure by You to comply with any applicable state licensing requirements which, when called to Your attention, has not been corrected within sixty (60) days; and
5. Failure by You to comply with any material provision of this Contract, that when called to Your attention, has not been corrected within thirty (30) days; with the exception that failure by You to comply with any material term of Paragraph 3 of this Agreement and its subparts may result in an immediate termination of this Agreement.
6. Failure by You to submit at least one application for insurance in any ensuing six month period.
7. Consistent with the IMSA Standards, replacements that are not in the best interest of the clients.

SECTION I. INDEMNITY

If, as a consequence of Your representation of OLIC under this Agreement, a claim or lawsuit is brought by a third-party and OLIC or its affiliates suffers any loss whatsoever as a result of your malpractice, negligence, gross negligence, lack of good faith, or criminal activity, or Your officers, Producers or employees, You shall be responsible and liable to OLIC therefore, and hereby agree to reimburse OLIC to the full extent of said loss, including attorneys' fees and costs.

If, as a consequence of OLIC's representation of You under this Agreement, a claim or lawsuit is brought by a third-party and You suffer any loss whatsoever as a result of malpractice, negligence, gross negligence, lack of good faith, or criminal activity of OLIC or OLIC's officers, Producers or employees, or through a settlement made with OLIC concurrence, OLIC shall be responsible and liable to You therefore, and hereby agree to reimburse You to the full extent of said loss, including attorneys' fees and costs.

SECTION J. ARBITRATION

If You and OLIC cannot mutually resolve a dispute which arises out of, or relates to, this Agreement, within ninety (90) days of one party giving written notice to the other party of its dispute, the dispute shall be decided by arbitration by a single arbitrator in Phoenix, AZ in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator is empowered to decide all questions or issues and shall be free to reach their decision from the standpoint of equity and customary practices of the insurance industry, while also taking into account all relevant statutory and case law, as well as administrative rules and regulations applicable to the issues in dispute. The decision of the arbitrator shall be final and binding.

SECTION K. INTEGRATED AGREEMENT

This Agreement and the Addendum, Schedules or Exhibits hereto, all of which are incorporated herein by reference, supersedes and replaces any Agreement, oral or written, entered into between the parties prior to the Effective Date of this Agreement covering the solicitation of applications for the Policies described herein. This Agreement shall inure solely to the benefit of OLIC and You, and shall create no rights in any other person or entity.

SECTION L. WAIVER

A waiver of any one provision of this Agreement shall not be deemed a waiver of any other provision, and no waiver or amendment shall be deemed made except upon authority of OLIC in writing over signature of one of its officers.

SECTION M. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal or unenforceable, the validity of the remaining portion or provision shall not be affected thereby. The parties agree that if an arbitrator or Court of common jurisdiction, as the case may be, defines a provision void, illegal or unenforceable, it is authorized to reasonably modify such provision to the extent necessary to make it legal or enforceable.

SECTION N. AMENDMENTS

This Agreement may not be amended or modified except in writing, signed by You, or an executive officer of You, if You are a legal entity, and an executive officer of OLIC.

SECTION O. GOVERNING LAW AND ATTORNEYS' FEES

This Agreement shall be governed by and interpreted pursuant to the laws of the State of Arizona, without regard to the conflict of law principles. If for some reason any lawsuit is brought in a court, or a demand for arbitration is filed, the parties agree that it shall be brought and maintained in Maricopa County, Arizona, unless the parties to this Agreement have otherwise agreed in writing. If any action is brought under or relating to this Agreement, the prevailing party will be entitled to receive from the losing party all of the attorneys' fees and costs expended by the prevailing party relating to the action.

SECTION P. APPOINTMENT OF PRODUCERS

1. As a Manager, You are appointed to solicit applications not only by Yourself, but also through Producers (as defined below) who are recommended by You, but only if they are approved by and enter a separate agreement with OLIC.
 - A. Appointment. You shall have the right to recommend for appointment individuals or entities to solicit applications for the Policies for OLIC (collectively Producers). Such Producers must meet OLIC's requirements for such appointments and possess the appropriate license(s) to act in such capacities. Such requirements may change from time to time and You and the Producers agree to comply with any change in requirements. The Producers may only solicit and write applications for the Policies under Your direct supervision.
 - B. Rejection and Termination of Producers. OLIC may, at any time, in its sole discretion and without liability to You, reject or otherwise not accept for appointment any Producer recommended by You, and/or refuse to allow any Producer appointed by You to solicit applications for Policies for OLIC.
 - C. Payments to Producers. OLIC will pay commissions directly to Your Producers in accordance with the Schedule of Commissions included in, or attached to, the Agreement between Producer and OLIC.
 - D. Reports. OLIC will generally provide you with a monthly statement of Your account. If You do not receive a monthly statement, it is Your responsibility to contact OLIC to receive such a statement. No other reports will be provided by OLIC unless otherwise mutually agreed to by the parties in writing.
2. Duties and Responsibilities of Your Producers.
 - A. Solicitation. Your duly qualified and appointed Producers will actively solicit and present, and cause to be submitted and presented, applications for the Policies to OLIC for approval and acceptance. OLIC may reject or require the amendment of any applications submitted by Your Producers for the Policies or a Policy.
 - B. Premiums. You will exercise Your best good faith efforts to ensure that all checks for premiums or other charges for the Policies, or the applications for the Policies, received by Your Producers are made payable solely to OLIC.
 - C. Compliance. You will exercise Your best good faith efforts to ensure that all Producers are in compliance with the requirements of Section B of Your Agreement with OLIC.
3. Repayments, Refunds and Chargebacks. You shall be responsible for ensuring that premiums or other fees for the policies are remitted to OLIC by Your Producers, and if OLIC pays any refunds on premiums, or is entitled to any chargebacks, You are responsible to immediately reimburse OLIC for such applicable commissions, refunds or chargebacks from Your Producers.

IN WITNESS WHEREOF, the undersigned parties have made and entered into the Agreement on the day and year written above.

Producer's Signature

Appointment Recommended by (Print Name)	Producer No.
-----------------------------------------	--------------

Date _____

Appointment Recommended by (Signature) _____ Date _____

Accepted and Agreed By:
Oxford Life Insurance Company

By: _____

Title: _____

Effective Date: _____

SECTION Q. PERSONAL GUARANTY IF INCORPORATED

To induce OLIC to execute this Agreement and in consideration therefore, the undersigned does hereby unconditionally guarantee

performance by the _____ and its Producers of all of its obligations under this Agreement and

Legal Entity

payment when due of all amounts may become payable by the _____ and its Producers under this Agreement.

Legal Entity

The undersigned waives all notices with respect to this Guaranty, including notice of acceptance and notice of any failure of the

_____ and its Producers to perform its obligations under this Agreement or to pay when due any

Legal Entity

amount due thereunder. This Guaranty is unconditional and absolute.

Producer's Signature (if married)

Spouse's Signature _____

Producer's Signature (By signing here without a spouse's signature, I am representing and warranting that I am a Single Person)

Date Approved _____

Accepted and Agreed By:
Oxford Life Insurance Company

By:_____

Title: _____

Effective Date: _____

Its

INSTRUCTIONS FOR USE

- Complete and sign Personal Data Sheet on the back.
- Read and sign the attached contract.
- Include a copy of Your current license(s) (include an agency license if you are a corporation or business entity)

**OXFORD LIFE INSURANCE COMPANY
INSTRUCTIONS FOR USE**

- Complete and sign Personal Data Sheet below.
- Read and sign the attached contract.
- Include a copy of Your current license(s) (include an agency license if you are a corporation or business entity)

Personal Data Sheet

- Name: _____
First Middle Last
- Spouse: _____
First Middle Last
- Commission Payable to: ☐ Individual ☐ Business Is Business: ☐ DBA ☐ Partnership ☐ Corporation
- Business Name: _____
- Business Address (Street Address Only): _____
Street County
City State Zip
- Resident Address (Street Address Only): _____
Street County
City State Zip
- Business Telephone: () _____ Residence Telephone: () _____
Mobile Telephone: () _____ Fax Number: () _____
- Route Mail to ☐ Residence ☐ Business E-Mail Address: _____
- How did you hear about us? ☐ Telephone Solicitation ☐ Brokers World Magazine ☐ Conference/Convention
☐ Direct Mailer ☐ Email ☐ Life Insurance Selling Magazine
☐ Website ☐ Senior Marketing Advisor Magazine ☐ Other
- How do you prefer to receive correspondence from us: ☐ Email ☐ Postal Mail
- Date of Birth: _____ Place of Birth: _____
- Tax ID No.: _____ Social Security No.: _____
- Are you a U.S Citizen or Permanent Resident? ☐ Yes ☐ No
- Resident State: _____ Producer License No.: _____
- Current Lines of Authority: ☐ Life ☐ Health ☐ Disability ☐ NASD ☐ Property and Casualty

****Please describe any "Yes" answers to the following questions****

- Have You ever pled guilty or "nolo contendere" to or been found guilty of a misdemeanor or felony? ☐ Yes ☐ No
- Have You ever declared Bankruptcy? ☐ Yes ☐ No
- Have You ever been refused a surety or fidelity bond? ☐ Yes ☐ No
- Have You ever had, or do You in the near future, anticipate any disciplinary action from any insurance department or other state or federal regulatory authority? ☐ Yes ☐ No
- Do You have any unpaid debit balances, or other debts with any other insurance company that: ☐ Yes ☐ No
a. are being paid off by your renewals? ☐ Yes ☐ No
b. are not being paid by you and may or may not be in the collection process? ☐ Yes ☐ No
Describe any "Yes" answers (use separate sheet if necessary): _____
- How much premium do You expect to produce for Oxford Life during the first year? _____
- Do You currently have individual E&O coverage? _____ with what company? _____

As part of this application for appointment as a Producer, I understand that an inquiry may be made regarding my character, reputation, and business ethics. I hereby give permission for an investigative consumer report, which may include federal and/or state background checks. Upon written request, information as to the nature and scope of the report, if one is made, will be provided.

The information furnished herein is accurate to the best of my knowledge. I understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for refusal or termination at the sole discretion of OLIC.

Producer's Signature

Date

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 3.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

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. person (including a U.S. resident alien).

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 ▶

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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient 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.

Authorization for Consumer Report and/or Investigative Consumer Report

Pursuant to the authorization given by you in your Agent Application in the Oxford Life Insurance Company Agreement, Oxford Life Insurance Company (the Company) will request a consumer report from a consumer reporting agency under the provisions of the Fair Credit Reporting Act (FCRA).

In general, a "consumer report" means any communication by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living which is used in whole or in part for the purpose of establishing your eligibility to act as the Company's agent. An "investigative consumer report" means a consumer report or portion thereof in which information on your character; general reputation, personal characteristics or mode of living is obtained through personal interviews with current or former employers, friends, associates, neighbors or other personal acquaintances. The types of information that may be requested in a consumer report include, but are not limited to, credit reports, criminal records checks, court records checks, summaries of educational and employment records and histories.

If an adverse action is taken based in whole or in part on any information contained in a consumer report, the Company will provide you with notice of the adverse action, contact information with respect to the consumer reporting agency and notice of the right to obtain a copy of the consumer report and to dispute with the consumer reporting agency the accuracy or completeness of any information contained in the consumer report furnished by the agency.

With respect to an investigative consumer report, you have the right to request complete and accurate disclosure of the nature and scope of the investigation request upon written request by you within a reasonable period of time after receipt of this notice.

If you are unwilling to agree to the above, your agent application will not be processed. If you are willing to agree to the above, please sign below:

Agent's Signature

Date

Agent's Printed Name

ADVANCED COMPENSATION ADDENDUM

This Advance Compensation Addendum (the "Addendum") hereby amends the Oxford Life Insurance Company Agreement (the "Agreement") between OXFORD LIFE INSURANCE COMPANY ("Oxford" or "OLIC") and _____ ("You" or "Your"). Other than as stated in this Addendum, the provisions of the Agreement are not affected by this Addendum. The parties agree that the mutual promises contained within this Addendum, and Oxford's agreement to provide advance compensation to You, is sufficient and adequate consideration to support this Addendum. The effective date of this Addendum is the effective date accepted and agreed upon by OLIC

TERMS

The Agreement between You and Oxford is hereby amended as follows:

- 1. Compensation Advance.** It is agreed that, at Your request, Oxford may, in its sole discretion, annualize and advance unearned portions, in the percentage selected below, of the first-year commission on Final Expense Whole Life Insurance policies, named the "Assurance" that are solicited by You and considered as "paid" by Oxford. Such policies will be considered "paid" when approved by Oxford and after the first premium has been accepted and applied. Compensation advances will not be paid on policies insuring You, Your family, Your relatives or any other contracted agent of Oxford. All such compensation advances by Oxford will be considered an "Indebtedness" as that term is defined in Section E of the Agreement and is subject to the applicable provisions of the Agreement.

In order to remain eligible for compensation advances under this Addendum, You must maintain a persistency rate as determined by Oxford of eighty-eight percent (88%) thirteen month ratio and eighty-four percent (84%) twenty-five month ratio and maintain consistent production averaging one (1) paid policy per month.

Only policies issued after this Addendum takes effect, and only where the premium is payable by monthly electronic funds transfer (bank draft) are eligible for compensation advances.

- 2. Advance Amount.** The amount of the advance, if approved by Oxford, will be (check one):

- ☐ Fifty percent (50%) (6 months) or
☐ Seventy-five percent (75%) (9 months)

of the total first-year compensation payable to You, based upon the monthly premium for any eligible policy, provided in no event shall the compensation advance for any one policy exceed \$1,500 or \$10,000 for all policies issued in any one calendar month.

- 3. Interest.** All advances made to You by Oxford shall be deemed loans to You, repayable by You to Oxford upon demand by Oxford. If all advances have not been repaid at the time this Addendum is terminated, You agree to pay interest on the unpaid advances, from the date of termination until paid in full. The interest rate charged will be the "prime rate" as stated in the Money and Investing Section of the Wall Street Journal under the section titled "Interest Rates and Bonds" and under the subtitle "Consumer Rates" in the edition of the Wall Street Journal for the first business day of the applicable month in which an Indebtedness remains unpaid. No such rate, however, will exceed the maximum interest rate permitted by law. Interest will be calculated and added to Your Indebtedness on a monthly basis. Commissions on the policies which would otherwise be due agent will be applied to reduce Your Indebtedness.

4. **Charge Back of Compensation Advance.** In the event of any refund, rescission, lapse or cancellation of a policy under which a Compensation Advance has been made, the unearned portion of the advance will be deducted from the next advance(s) and any unearned first year or renewal commission. At Oxford's discretion, it can require You to remit payment in full of any such charge back to clear any Indebtedness remaining at the end of the applicable month because of a refund, rescission, lapse or cancellation of a policy.
5. **Offset, Liens and Recovery.** You hereby grant Oxford a first lien, valid and superior to all other liens, and the first right of offset, against all compensation payable to You under this Addendum, the Agreement or any other contract between You and Oxford, to secure repayment of the compensation advances made pursuant to this Addendum. This lien right and right of first offset are not intended to be exclusive to any other remedy available to Oxford, and each and every remedy at law or equity shall be cumulative. Selection of any one or more remedy(ies) shall not constitute a waiver of Oxford's right to pursue other available remedies. Further, in order to secure Indebtedness, You hereby create a security interest and superior lien in favor of Oxford, and all compensation currently due, or that will become due to You from any and all other insurance companies or pursuant to any other agency agreements. Oxford reserves the right to request immediate repayment of any Indebtedness in full, and such repayment will become due upon Your receipt of written notification to You.
6. **Warranties and Representations.** By signing this Addendum, You represent and warrant that: (1) You have not assigned, transferred, mortgaged or otherwise encumbered any compensation payable under the Agreement and (2) there are no suits or proceedings pending, or to the knowledge of You, threatened against or affecting You, which, if adversely determined, could have a material adverse effect on the financial condition or insurance agency business of You. If any such suits or proceedings are initiated or threatened while this Addendum is in effect, You shall promptly notify Oxford in writing.
7. **Termination.** This Addendum may be terminated at any time by either party, for any or no reason, upon providing written notice to the other party. Oxford further reserves the right, however, to terminate this Addendum without notice upon Your failure to remedy an outstanding debit balance within thirty (30) days or upon Your filing of Bankruptcy. Termination of this Addendum may be independent of the Agreement, which can remain active, and will not constitute a waiver, or termination, of Oxford's right to enforce all provisions necessary to recover any Indebtedness to Oxford. Upon termination, any Indebtedness of You to Oxford shall there upon be immediately due and payable. If Oxford is required to collect such Indebtedness, it shall be entitled to any collection costs or attorney's fees. All Indebtedness is due and payable to Oxford at Oxford's office in Phoenix, Arizona.
8. **Choice of Law/Forum Selection.** This Addendum is made and performable in Phoenix, Maricopa County, Arizona. The parties agree that any actions at law or in equity hereunder shall be brought in Maricopa County, Arizona and that the law of the State of Arizona shall govern any dispute arising hereunder.

THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL. UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE, INCURRED DIRECTLY BY SUCH OTHER PARTY.

9. **Modification.** Oxford reserves the right to modify this Addendum at any time by providing thirty (30) days advance written notice to You. Oxford also reserves the right to change, withdraw, approve or disapprove payment of compensation advances to You.

10. **General Additional Terms.** If You are a corporation, partnership, or limited liability company, the individual signing below certifies, represents and warrants that he or she has full authority to authorize this Addendum and bind You to its terms. If any provision of this Addendum is, or shall be, deemed to be illegal or unenforceable, the remainder of the Addendum shall not be affected thereby.

By signing below, I represent and warrant that I have fully read and understand the terms and conditions of this Addendum, as well as their effect upon the Agreement, and that I voluntarily and freely enter into this Addendum.

COMPANY

Dated: _____

Accepted and Agreed By:
Oxford Life Insurance Company

By: _____

Title: _____

Effective Date: _____

Agent (if corporation or LLC):

Dated: _____

By: _____

Its: _____

Agent (if individual):

Dated: _____

Name: _____

TO BE COMPLETED BY ALL PARTIES "UPLINE OF AGENT"

To induce Oxford Life Insurance Company ("Oxford") to provide compensation advances to the above Agent, we have agreed, and evidence our agreement by execution of this Addendum below, as follows:

- (1) We will be responsible for payment of any unpaid indebtedness of agents within our hierarchy, following the termination of any such Agent;
- (2) Our liability will not be triggered until all amounts due to such Agent by Oxford have been offset and applied against such indebtedness; and
- (3) It is understood that Oxford will perform a credit check on the Agent, to which Agent consents, through a vendor chosen by Oxford.

General Agent:

Dated: _____

By: _____

Print Name: _____

Oxford Agent No.: _____

Managing General Agent:

Dated: _____

By: _____

Print Name: _____

Oxford Agent No.: _____

**** Upline of Agent means a member of the Agent's Hierarchy who is upline from the Agent identified as You or Your in the first paragraph of this Addendum.**

Commission Direct Deposit Program



Subject: Direct Deposit Program Application

We would like to encourage all agents to participate in Oxford Life's Direct Deposit program featuring EFT (Electronic Funds Transfer) for commission payment. EFT eliminates postage stamps, per check charges and costly check printing fees and most agents find that EFT is a safer, faster, and more convenient way to receive their commission payments. By having you or your staff complete the enclosed application, you become eligible to receive daily commission payments for the Assurance final expense whole life. There is no charge to take part in this program - and the result will be efficient, faster, and more accurate payments.

To take part in the program

Please fill out the enclosed application to set up direct deposit to your checking or savings account. You can fax or mail the completed Direct Deposit Program application with a copy of a voided check to the address at the bottom of the page.

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT PROGRAM

YOUR NAME (PLEASE PRINT)	AGENT NUMBER	BUSINESS PHONE	BUSINESS FAX
NAME ON ACCOUNT		NAME OF FINANCIAL INSTITUTION	
MAILING ADDRESS (AS IT APPEARS ON ACCOUNT)		CITY, STATE, ZIP	
BANK TRANSIT ABA NUMBER		CHECKING/SAVINGS ACCOUNT NUMBER	

PLEASE ATTACH VOIDED CHECK OR COPY OF CHECK HERE

I hereby authorize Oxford Life Insurance Company or any of its Affiliated Companies to credit my checking account the balance of my net commissions into the account shown above. This authorization is to remain in full force and effect until Oxford Life has received written notification from me of its termination or change.

I authorize Oxford Life Insurance Company or any of its Affiliated Companies to debit my checking account if an overpayment of commissions is made.

Signature: _____

Date: _____

Oxford Life Insurance Company
2721 N. Central Avenue
Phoenix, AZ 85004
Fax: (602) 277-5901 Telephone: (800) 308-2318

Oxford
Life Insurance
Company



Form #OLIC091 Rev. 3-08

Guide For Successful Business

POLICIES & PROCEDURES FOR OXFORD LIFE AGENTS

GUIDE FOR SUCCESSFUL BUSINESS

Standards of Business Performance for Agents

Based in Phoenix, Arizona, Oxford Life Insurance Company ("the Company") is a life and health insurance company that began operations in 1965, and provides insurance coverage to meet the financial needs of its customers. Oxford Life's strength is reflected in our continued growth and stability.

Although this Guide refers primarily to the sale of life policies and annuity contracts, the principles of ethical market conduct described apply to all lines of business sold by Oxford.

Ethical Market Conduct

Practicing high standards of ethical market conduct is the job of everyone in our industry - from the home office to field management to independent representatives. However, just having a high code of ethics is not enough. In today's regulatory environment, there must also be strict adherence to market conduct and regulatory compliance. High ethical standards must be combined with diligent compliance.

The Company adheres to the Insurance Marketplace Standards Association ("IMSA") six Principles of Ethical Market Conduct. The six principles are:

1. To conduct business according to high standards of honesty and fairness, and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
2. To provide competent and customer-focused sales and services.
3. To engage in active and fair competition.
4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
5. To provide for fair and expeditious handling of customer complaints and disputes.
6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

These standards are beneficial to the public and the insurance industry. High ethical standards are the foundation of good business sales and service. Secure a competitive advantage by serving the public in a highly ethical manner with full compliance with these standards.

The Company reserves the right to take any appropriate disciplinary action if it finds that a Producer has violated any of the Principles of Ethical Market Conduct. Actions may include termination of the producer appointment and notification to the appropriate State Department of Insurance. Should you ever have any questions regarding ethical market conduct, please contact our Marketing Department at 888-757-3732 or e-mail us at oxfordlife.com.

Participation in Organizations that Support Proper Business Ethics

Your ongoing success in selling financial products and services is further enhanced through participation in organizations that support ethical sales practices. Your involvement in organizations (such as your local National Association of Insurance and Financial Advisors (NAIFA) or Society of Financial Service Professionals (SFSP)) only serves to enhance your position in the community as a true practicing professional in the insurance industry.

We encourage all of our Producers to become involved in improving our industry through participation in these organizations.

Commitment To Policyholders

We are committed to providing you and our policyholders with quality products and excellent service. As a sales representative for the Company, your ethics and conduct are key to establishing trust and building long-term relationships with our clients. In your position, you are called upon to determine the needs and goals of the client, and must hold all information gathered in this process in strictest confidence. You must also give the client full and adequate disclosure of all facts necessary to enable the client to make informed decisions. The client's interest must always be placed above your own in deciding which product is most beneficial for the client.

In essence, you are to render the same kind of service that you would expect to receive. Your role in this process is vital to the accomplishment of this Company objective.

Provide Competent and Customer Focused Sales

Competent and customer focused sales are based upon an analysis of the customer's needs and financial objectives. You should carefully consider each customer's circumstance and future expectations when making product recommendations. To assist you, the Company will provide you with a Needs Analysis Form, annuity information and disclosure forms and Life/Annuities Buyer's Guides that should be used as part of your sales presentation. These tools are available on our website at www.oxfordlife.com.

Products change quickly in the marketplace. Make sure you understand the features and mechanics of the products that you are recommending. Make clear and competent presentations to be sure your customer understands how the product you are recommending works and how it will address his/her needs and financial objectives. You should review all the proposed policy features with the customer, including values and benefits, premium structure, guarantees, expenses, surrender charges, limitations and exclusions, as well as a comparison with any existing coverage.

The most successful producers base their business on people - not products. The best way to sell is to serve people first. Serving people's interests leads to repeat business, encourages referrals, and builds your reputation.

Application Guidelines

The application is a part of the insurance contract. If the answers on the application are incorrect, incomplete, or untrue, the Company may have the right to deny benefits or rescind coverage. Therefore, it is important that the application be filled out completely and accurately.

Be sure your client understands that by signing the completed application forms, he/she is representing that the information is accurate and complete. Never ask your client to sign a blank application or other document. Never answer any of the questions for the applicant.

The application packet includes: an appropriate application, underwriting requirements, AIDS consent form, replacement form, and any other required disclosure forms. All applicants age 18 and older must sign the application. A parent's signature is required for children under age 18.

Our New Business staff is available to assist you and answer any questions, or you may visit our website at www.oxfordlife.com for more information on product availability in your state.

Suitability

You must have reasonable grounds for believing that your recommendation is suitable for the client based on facts disclosed by the client regarding his or her investments, other insurance products and financial needs and goals. You must also make a reasonable attempt to obtain this information. To assist you in determining an annuity is suitable, the Company will provide you with a Customer Information and Acknowledgement form for use in obtaining the necessary information.

Ask questions that can help determine if a policy or contract should be recommended. Make a reasonable effort to obtain information concerning the applicant's financial status, tax status, and financial investment

objectives. The applicant's income, age, and need for insurance or retirement income must be considered before selecting a product to present. Compare the values, costs, and benefits of any existing policy that may be surrendered or replaced.

You must develop presentations and make recommendations for each product that are reasonable and suitable for applicants. Your recommendation should be based upon the facts described by applicants for their individual situation and needs.

Marketing to Seniors

A senior is anyone who is 65 years or older. With the baby boomers approaching retirement, there is a market for conservative retirement products such as fixed annuities and final expense policies. This market will continue to grow with the aging population.

There are many factors that you should consider before recommending a product to a senior, including, but not limited to:

- **Suitability** – Just as it is for all annuity clients, it is critical that the products you recommend to seniors are suitable for them and meet their needs. If the senior is applying for an annuity, you need to obtain information concerning the senior's age, income, tax status, financial status and financial objectives. You should also obtain any additional information that will help to determine the suitability of the product for the senior.
- **Risk tolerance** – When working with any client, including a senior, it is essential that you determine his or her risk tolerance. A senior is more likely to be adverse to risk. If in doubt, rely on less aggressive investment strategies.
- **"Buyer's remorse"** – You should never assume that your client understands the concept and operation of a policy or contract. Fully explain all the features, benefits, exceptions and limitations of the product you recommend. If there is any question, make sure that it is answered, and your client fully understands what he or she is buying. This will help prevent buyer's remorse.
- **Other advisors** – Ask your clients if there are others who are advising them. This not only includes their accountant, attorney or broker, but friends and particularly other family members, especially if they are a beneficiary. Whenever possible, try to cooperate and work with the advisor, keeping in mind however, that your loyalty lies with your client.

The key to avoiding any problems is documentation of the sales presentation, especially the factors you considered in recommending a product. This documentation must be kept to avoid any questions of what occurred after the free-look period has expired, and even years later.

Wills and Trusts

In recent years, there has been much litigation over the use of living trusts in connection with the sales of financial products. While a living trust can be a valuable financial tool, the mass marketing of the concept is not appropriate.

Our producers should not serve in any capacity with the living trust, as this creates a conflict of interest. The provisions of any product should be fully discussed with the trustee to ensure that the policy is consistent with the objectives of the living trust.

Our products should never be marketed as "Medicaid-friendly" products. Our products are not designed to protect assets while allowing the owner to qualify for Medicaid benefits.

The Company does not provide tax or legal advice. Clients should consult with their own advisors to determine if a living trust is appropriate for them.

Replacements

Replacements are, and continue to be, the focus of regulatory scrutiny. Great care and attention should be given to any decision to replace an existing policy. Replacements should not be done if it is not in your client's best interest, both short and long term. You should refrain from making any replacement sale that is contrary to your client's best interests and could be considered "churning" for a commission only.

The definition of replacement goes beyond the surrender of one policy and subsequent purchase of another policy. As a producer, you should be aware of all of the transactions that are considered a replacement. For example, a replacement may occur when a policy has been or is to be:

- lapsed, forfeited, surrendered, otherwise terminated.
- converted to reduced paid-up insurance, continued as extended term insurance or otherwise reduced by the use of nonforfeiture benefits.
- reduced in value through a withdrawal or partial surrender.
- reissued with a reduction in cash value.
- pledged as collateral or subjected to borrowing where the aggregate loan exceeds a state specified percentage of the loan value of the existing policy.
- amended by reducing or eliminating ancillary benefits, such as waiver of premium or accidental death benefits.
- used in a financed purchase.

A replacement can be internal or external. An external replacement occurs when a policy is replaced by another insurer. An internal replacement occurs when an existing policy is exchanged for a new policy from the same insurer.

The Company's position is that the suitability of the life or annuity product and appropriateness of replacement must fit your client's needs. There are indicators to determine whether a replacement is in the best interest of the client.

A replacement may be in the client's best interest:

- if the benefit amount can be increased for the same or similar premium.
- if the policy can remain in force longer for the same or similar premium.
- if the accumulation value will increase for the same or similar premium.
- if the premium payment period is shorter for the same or similar premium.
- if the customer can purchase the same benefits for a lower premium.

Comparisons between an existing product and a proposed product must accurately and fairly describe the policies' provisions and values. You should discuss the advantages and disadvantages of any potential replacement with your client. Remember to address:

- any required evidence of insurability.
- the contestability and suicide provisions of the existing and proposed policies.
- the loan provision and loan interest rate of both policies.
- any surrender charges and/or expense fees associated with both policies.
- the premium requirements of the proposed policy.
- the present and future values of both policies.
- the current interest and mortality charges of both policies.
- whether the replacement can qualify as a Section 1035 exchange.

Depending upon the circumstances, a replacement may or may not be in the best interest of your client. In most cases, a new application submitted on an existing policyholder with the intention of replacing existing business (internal replacement) is not in the best interest of the client or the Company. Internal replacements must be approved by the Company.

You have a responsibility to make sure that your client has all of the necessary facts in order to determine if the replacement is in his/her best interest. The Company requires that a replacement form be completed for every sale that involves replacement. When a replacement is appropriate, be certain to use the appropriate replacement disclosure forms contained in the application packet, or on our website at www.cflic.com.

Replacement Monitoring

The Company recognizes that replacement activity varies by product type. For example, insurance carriers with a high volume of term business often experience a higher percentage of replacement activity due to the increasingly lower premium rates available in the marketplace.

The Company monitors replacement activity on an ongoing basis for trend analysis purposes. All applications submitted are reviewed for the necessary replacement forms, and the replacement forms are reviewed according to the replacement guidelines given above.

Should the level of replacement activity for an producer or agency present a concern, the Company will investigate the matter further and discuss the issue with the producer and/or agency. The Company may also report unethical replacement activity to the appropriate state Department of Insurance.

Fair/Unfair Competition

Fair competition includes presenting policy benefits and values while comparing them to a competitor's benefits and values. Unfair competition occurs when false or maliciously critical information about a competitor or its policy is used to persuade or induce a purchase. A presentation that includes correct and accurate information about the policy and a competitor can be the key to a successful sale.

When an individual considers the purchase of an insurance policy or annuity contract, it is crucial that he/she understand what they are buying. For that reason, do not use terms like "investment", "investment plan", "savings", or "savings plan" when describing life insurance or annuities or the terms "deposit" or "contribution" when referring to premiums. Terms such as "financial planner", "investment advisor", and "financial consultant" may not be used in a way to imply that an producer has special licensing or educational certification to provide those financial services unless it is true.

The best method of avoiding problems is to be certain that the client understands that you are acting as an insurance producer. In this regard, state life insurance solicitation regulations require that you inform the prospective purchaser, prior to commencing the sales presentation, that you are a life insurance producer and provide your full name.

During a sales presentation, focus on the policy information and benefits and avoid making disparaging remarks about a competitor or company. Satisfied consumers understand the policy information and are pleased with their decision to purchase the policy. Life insurance policies and annuity contracts have many positive attributes that a producer can rely on when making a sale. There should be no reason for any misrepresentation of the policy or contract. Please refer to any applicable statutes in your state regarding unfair practices.

"Do Not Call" Regulations

In October, 2003, the Federal Communications Commission ("FCC") established a "do not call" registry regarding telephone solicitation to consumers made by all commercial businesses, including insurance. Many states passed their own version of the registry. These regulations may limit your sales activities. You need to be aware of and comply with the FCC rules and any applicable state laws. For more information, please check our website or log onto the FCC website at www.fcc.gov/cgb/donotcall.

Life Insurance Illustration Regulation

Oxford Life adheres to the NAIC model regulation on illustrations. Each life insurance application subject to the regulation must be accompanied by an illustration prepared using the Company illustration software.

Sales And Advertising Materials

Advertising is broadly defined in state insurance regulations and impacts virtually all customer contacts by producers. The Company provides you with professionally prepared prospecting and sales support materials. These materials are designed to meet state laws and regulations, as well as our ethical standards for sales material. We strongly encourage you to rely on the Company as your primary source for sales material.

However, if you need additional sales material beyond what the Company has provided, you must submit it to the Company for approval before use. In some situations, the Company may be required to submit the advertising material to state insurance departments for approval before you can distribute it. Make sure you check with the Compliance or Marketing Department to verify the requirements before you use advertising materials not obtained from the Company.

Advertising Rules

All advertisements not created by the Company require approval by the Program Manager and Compliance Department prior to being distributed or published. This will ensure that all regulatory requirements are met for the state where the advertisement is being presented.

Examples of advertisements include, but are not limited to newspaper ads, sales presentations, audio visual materials, seminar materials, training materials, radio and TV ads, internet web sites, and direct mail/fax mail/email. Also, any advertising that utilizes the name of the Company or identifies a Company product must be submitted for our approval.

Please request an "Advertising Approval form" from our Marketing Department or obtain one from our website to submit with your advertising request. After submittal, we will try to accommodate you with a quick turnaround. However, it is helpful to have at least 72 hours to review each request. PLEASE NOTE: Some states require that advertisements be approved before they may be used. This may take an additional 30 to 60 days.

Internet

The Company recognizes that more and more producers are interested in advertising on the Internet. Keep in mind that Internet advertising must meet all of the same criteria as pre-printed advertising. Web pages that mention the Company or include information about a Company product must be submitted for prior approval before use. In addition to the advertising rules mentioned above, make sure that the Web Page identifies in which jurisdictions the producer is licensed to write business and include your producer license number(s). Remember that the solicitation takes place in the jurisdiction from which the Web Page is accessed, not the jurisdiction from which the Web Page is generated. Be sure you are appropriately licensed and appointed.

Contract Delivery

You are required to obtain a completed delivery receipt from the client within 30 days of receiving the policy from us, and return it promptly. Additionally, you should assist your clients in completing all the necessary documents. A policy may not be in force until all delivery requirements have been met, and failure to return any such documents may jeopardize a client's policy. If the Company is obligated to cancel a policy after the 30 day free look has expired and a delivery receipt was not obtained, the commission will be charged back.

Handling Policyholder Complaints

A complaint is any communication that primarily expresses a grievance. The Company recognizes that, on occasion, your client may confront you with a complaint concerning you or the Company. All complaints are to be dealt with in a manner similar to any other request - in a fair, honest and prompt manner.

If you receive any correspondence that may be a complaint, immediately forward it to the Director of Compliance, with a copy to the Marketing Department. If you receive a customer complaint telephonically, document the conversation and immediately forward it to the Director of Compliance, with a copy to the Marketing Department. As part of this process, we will contact you for additional information regarding the sale.

Licensing And Appointment

The Company requires that all Producers be properly licensed and appointed with the Company before soliciting business, as required by state licensing regulations. We also run a credit report and Vector check for debit balances with other companies. The Company complies with the Federal Violent Crime Control and Law Enforcement Act that makes it a crime for a person to begin or continue working in an insurance business if:

1. the person has been convicted of a felony involving dishonesty or breach of trust, or
2. the person has been convicted of:
 - making any false statement to insurance regulators,
 - misappropriating property from anyone in the insurance business,
 - making any false entry in books, reports or statements in order to deceive anyone regarding the financial condition of an insurance business, or
 - improperly influencing/attempting to influence an insurance regulatory proceeding.

Conviction of a violation of the Act is punishable by imprisonment for up to 15 years and by fines. A violator of the Act is also subject to civil penalties of up to \$50,000 for each violation.

A person who has been convicted of one of the crimes mentioned above can begin or continue working in an insurance business only if the person obtains written consent from the appropriate state insurance commissioner. Therefore, the Company performs a criminal background check on all Producers prior to appointment. Producers are also required to attest to any, changes in their status at every renewal.

Your license to sell insurance with the Company requires that you abide by all of the laws, rules and regulations of any state in which you are licensed to conduct business. In some states, producers are not allowed to take an application prior to licensing and/or appointment. Check with our Licensing Administrator for state specific rules.

Commissions

Rebating is defined as giving an applicant something of value not mentioned in the policy as an inducement to purchase a policy. Rebating includes refunding any part of your commission in exchange for a policy.

Rebating is prohibited in most states and can be punishable by fine, cancellation of your appointment, loss of your insurance license, or any combination of these. Any time the Company refunds premiums (including refund of unearned premium, but excluding Limited Return of Premium and Death Benefit Riders) there will be a proportionate chargeback of commission. Please contact the Marketing Department for additional information regarding charge backs.

The Importance of Continuing Education

As a professional in the life insurance industry, you are encouraged, and in some cases, depending upon your state of license, required to further your professional education. The Company would like to assist you in this effort. Periodically, we will inform you of recommended available resources for meeting the continuing education requirements in your state. In addition, Oxford Life will periodically offer state-approved continuing education sessions prior to our product training sessions. Also, producers may visit our website for information on available training.

Privacy Notice

The Company is committed to maintaining the confidentiality, integrity and security of personal information that we gather as part of the sales process. This information may include financial as well as health information. This confidentiality extends to their policy coverage, premiums, payment history and beneficiaries. We also may obtain information from third parties such as employers, other insurers, consumer reporting agencies, financial institutions and health care providers.

From time to time, we may have to share this information with others. We will restrict access to protected information only to those individuals who must use it in the performance of their job-related duties. If we do so, we will only divulge that information necessary and only after receiving their agreement to keep this information confidential.

The Patriot Act

The USA Patriot Act became law on October 26, 2001 to detect and prevent money-laundering activities that may support terrorists. As a result, financial institutions, including insurers, must have policies and procedures in place to collect relevant information to determine if a transaction has a legitimate business purpose. Some suspicious activities to watch for include, but are not limited to:

- Purchase of a lump sum product if all other policies are small premium payment types.
- Premium payment by third party check.
- Client does not show interest in the policy terms, especially surrender or cancellation.
- Premium payment by cash.
- Purchase seems to be above the client's means.
- Purchase where the source of the funds is unclear.
- Borrowing from a policy shortly after purchase.
- Early cancellation of a single premium policy.
- Payment of premium from multiple sources.

Information that needs to be collected includes, name, date of birth, physical address, social security number and can be verified with a driver's license, passport, State ID, Military ID or other Government Issued Picture ID, for example. If any transaction seems suspicious or does not appear to be for a legitimate business purpose, please contact us.

Record Retention

The maintenance of your records regarding your clients is mandatory in some instances, but is always a good business practice. Those documents, which should be maintained, include:

- Original sales proposals.
- Copies of the needs analysis, sales materials or advertising shown to the client.
- Any written correspondence with the client regarding the sale.
- Documentation regarding telephone calls between you and the client.
- Notes from meetings with the client.
- A copy of the signed delivery receipt.

State regulations vary regarding the records required and how long they are to be kept. Please be aware of your state's requirements. Generally, records are to be maintained for as long as you have business with your client, or for 10 years after you have ceased doing business.

Reporting Violations of Ethics

As you perform your sales duties, you may encounter an activity by one of your counterparts that may be considered inappropriate or even unethical according to responsible market conduct practice. You are encouraged to report such activity to the Director of Compliance for further review. Remember that we are collectively responsible for the conduct of individuals in the insurance marketplace.

Company Procedures

From time to time, the Company may change or update procedures to more efficiently achieve the Company philosophy, reflect new legislation, or to further clarify procedures. These new procedures are to be followed as if they were contained in this Guide. If you ever have any questions regarding any policies or procedures, please contact the Marketing Department.

After reading this booklet, please sign and return the Standards of Business Performance Acknowledgement form along with your Producer Agreement to the Company. The Acknowledgement form in the booklet is for your records.

Thank You!

The Company would like to thank you for taking the time to read this "Guide for Successful Business" and complying with the guidelines and procedures outlined above. We will make every effort to provide you and your clients with the very best service possible.



**Standards of Business Performance for Agents
Acknowledgement**

I, _____ have read and understand the Standards of Business Performance for Agents. I commit to always follow, uphold, support and promote these rules of professional ethical behavior.

Date _____ Signed _____

PLEASE COMPLETE, DATE AND SIGN THIS ACKNOWLEDGEMENT FORM AND RETURN TO THE HOME OFFICE VIA FAX OR MAIL.

OXFORD LIFE INSURANCE COMPANY
ATTN: LICENSING
2721 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004

FAX (602) 277-5901

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