OXFORD®
LIFE INSURANCE COMPANY
2721 NORTH CENTRAL AVENUE • PHOENIX, AZ 85004

LICENSE-ONLY PRODUCER AGREEMENT
ARIZONA
MARICOPA COUNTY

This License-Only Producer Agreement ("Agreement") is between Oxford Life Insurance Company, an insurance company domiciled in Arizona, (the "Company") and _____, ("You", "Your" or any derivative thereof referring to the individual, corporation or other entity contracting with the Company under this Agreement) (collectively "the Parties").

W I T N E S S E T H

WHEREAS, the Company is an insurance company that provides life insurance, health insurance, and annuity policies in order to sell to qualified individual consumers or group business insurance products and services (collectively referred to herein as "Policy" or "Policies").

WHEREAS, the Company appoints License-Only Producers to solicit and service these Policies through a General Agent.

WHEREAS, You are a License-Only Producer who desires to solicit and service Policies.

WHEREAS, the Company, by this Agreement, appoints You as a License-Only Producer to solicit and service Policies only through an Oxford Life General Agent.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall take effect as of the date signed by all Parties ("Effective Date") unless Your application for appointment is subsequently declined. The original term of this Agreement shall be for a period of twelve (12) calendar months unless terminated prior to that time as provided in Section 10 of this Agreement. The term shall automatically renew for twelve (12) months at the conclusion of each 12-month term unless terminated prior to renewal as provided in Section 10.

2. INDEPENDENT CONTRACTOR RELATIONSHIP

This Agreement shall not create an employer-employee relationship. Your relationship to the Company shall be that of an independent contractor. None of the benefits, if any, that the Company provides to its employees, shall be available to You.
The Parties agree, pursuant to any applicable state statutes, that You are not an employee for the purpose of workers' compensation. Accordingly, the Parties further agree that You are not entitled to receive workers' compensation benefits from the Company. You also agree that, if applicable, it is Your sole responsibility to purchase workers' compensation insurance or file any required Notice of Designation as an independent contractor or similar paperwork with the appropriate state agency.

3. APPOINTMENT AND AUTHORITY

The Company appoints You, for as long as this Agreement is in effect, on a non-exclusive basis, to solicit insurance policies and products offered by the Company, so long as You are properly licensed to solicit insurance, and You are in good standing with regulatory authorities. No jurisdiction is assigned exclusively to You. You may only solicit in jurisdictions for the Company in which jurisdictions You are authorized to solicit by the Company. The Company may authorize other independent contractors, in the same jurisdiction You are working in, to solicit insurance policies and products offered by the Company.

The Company reserves the right at any time to withdraw from any territory, and to discontinue or withdraw or amend any Policies used in a territory without prejudice to its right to operate in any other territory.

Your authority permits you to engage in the following activities on the Company's behalf (the "Agent Services"):

a) solicit applications for Polices to be issued by the Company;

b) collect non-cash premium payments made on such Policies;

c) deliver Policies issued by the Company on applications received and approved;

d) provide service to policyholders to maintain the Policies in force; and

e) solicit applications for reinstatement of lapsed Policies.

4. LIMITATIONS OF AUTHORITY

a) Your authority does not permit You to do any of the following:

i) make, alter, modify or discharge any application form, Policy or premium receipt;

ii) extend or waive any provision on a Policy, Policy condition or forfeiture;

iii) bind or obligate the Company 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;

iv) bind the Company by any promise or agreement, written or oral, except as otherwise provided in this Agreement;

v) institute legal proceedings in the Company's name against an applicant for insurance or policyholder of the Company, or against any other party, for any cause, unless such action is approved by the Company, in advance, and in writing;

vi) pay, allow, or offer an inducement to any person or entity to become an insured, any rebate of premium or consideration or any inducement not specified in the Policies pursuant to state or federal regulations;

vii) co-mingle an insured, payor or policyholder's money with Your money;

viii) make any representation or state any opinion regarding the validity or payment of any claim;

ix) guarantee current interest or premium rates;

x) withhold any funds, Policies, premium receipts, vouchers, or other property belonging to the Company or to an applicant for insurance or policyholder;

xi) approve or recommend approval of evidence of insurability;

xii) collect, access, use, store, transmit or otherwise disclose Personally Identifiable Information or "PII", as defined in Section 13, of prospects or customers in any way not specifically allowed in this Agreement or prohibited by state and/or federal law.

xiii) represent or hold Yourself out as a spokesperson for the Company 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, to include media, social media or otherwise, without the prior written consent of the Company;

xiv) incur any indebtedness in the name of or on behalf of the Company, or sign any lease or service agreement or any other contract on behalf of the Company;

xv) endorse, cash or deposit any checks or drafts payable to the Company, insured, payor, policy owner or policyholder, or to open any bank account or trust account on behalf of, for the benefit of, or containing the name of the Company, insured, payor or policy;

xvi) publish, broadcast, or distribute any advertisements, marketing material, training material, or other material referring to the Company or any of the Company's products not originated by the Company, without prior written approval by the Company and by the governmental authorities in all states in which the materials are distributed, if applicable. The Company retains proprietary dominion and control over any material that uses the name of the Company or any of its products. You shall return all material to the Company upon request or termination of this Agreement. Any unauthorized retention or disclosure of this information or materials is strictly prohibited;

xvii) assign this Agreement or compensation due hereunder, unless specifically authorized prior thereto in writing by the Company and General Agent; and

xviii) collect cash on behalf of actual or potential policyholders or accompany actual or potential policyholder to a financial institution for purposes related to Your relationship with the Company.

b) When You receive money for, and on behalf of, the Company, You shall be deemed to have received such money in trust as a fiduciary for the Company and shall remit such money to the Company, without delay.

c) All Policies sent to You shall be delivered promptly to the applicant. Whenever delivery cannot be promptly made, You shall immediately return the Policy to the Company.

5. <u>COMPENSATION</u>

<u>License-Only Producer</u>

a) You absolutely and irrevocably authorize the Company to pay all compensation resulting from the sale of Policies directly to the appointing General Agent listedin this Agreement.

b) The Company does not compensate the License-Only Producer. Once You are licensed and appointed to represent the Company, You may place business for the Company only through an Oxford Life General Agent (person or corporation) for whom You are designated as a License-Only Producer. That General Agent will be accountable to You for Your compensation in accordance with the contract or agreement that You have with such General Agent. The General Agent is not authorized to and cannot bind or obligate the Company for Your compensation nor for the performance of any contract or agreement You may have with such General Agent.

c) If this Agreement is terminated, You transfer to another General Agent or become a General Agent, all prior business is non-transferrable and shall remain under Your original General Agent and this License-Only Producer Agreement.

d) You release the Company from any and all liability relating to the payment of Your compensation. Any claim regarding Your compensation shall be against the appointing General Agent and not the Company.

e) If the Company determines that you have violated any section of this Agreement, pursuant to Section 6, compensation will be deemed to have been automatically forfeited and no compensation shall be payable, to the assigned General Agent on Your behalf, on or after the date of the violation.

<u>General Agent</u>

Whenever, in the Company's judgment, it should become advisable to cancel, not take or rescind the sale of any Policy, or waive any premium under the waiver of premium provision of any Policy, or otherwise refund any premium received by it, the General Agent shall lose all rights to compensation associated therewith and shall repay to the Company any such compensation that may have been paid in accordance with this Section 5.

The Company shall have the right to recover or offset any monies, either earned or unearned, paid to the General Agent on Your behalf:

i. if the Company refunds premiums to an applicant or policyholder at any time during or after the term of this Agreement for any reason;

ii. when any other chargeback occurs;

iii. when any monies have been paid in error.

b) If the Company terminates this Agreement for cause as defined in Section 10, compensation will be deemed to have been automatically forfeited, and no compensation shall be payable on or after the termination date.

c) If the Company determines that the License-Only Producer violated any section of this Agreement, pursuant to Section 6, compensation will deemed to have automatically forfeited and no compensation shall be payable on or after the date of the violation.

This Section 5 survives the termination of this Agreement.

6. FORFEITURE OF COMMISSIONS

The Company reserves the right to withhold all monies at any time pending any investigation of You until such time as such investigation has been concluded.

If the Company determines that You have violated any section of this License-Only Producer Agreement, including but not limited to Section 3, 4, 8, 10, 12, 13 and 14, You will be deemed to have automatically forfeited the right to any compensation, and no compensation shall be payable to Your General Agent on or after the termination date of this Agreement or as soon as the Company has discovered the violation, whichever is the earliest.

This Section 6 survives the termination of this Agreement.

7. RIGHT TO REJECT APPLICATIONS AND REMOVE POLICIES FROM SALE

The Company reserves the right to reject any application for insurance submitted by You without specifying the reason therefore. The Company reserves the right to remove from sale any policy of insurance and may increase or decrease the premiums charged for any policy issued by the Company.

8. REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Company the following:

a) Except as disclosed to the Company in writing, You have never been (i) an officer, director or partner in a firm or entity involved in any bankruptcy or receivership proceedings; (ii) a party to any civil action filed within the last 3 years; (iii) arrested or convicted for any crime or misdemeanor other than a traffic misdemeanor; (iv) the subject of an order entered by any state or federal agency finding violation of their laws, rules or regulations; or (v) involved in any other action or proceeding which could adversely affect the reputation of the Company or the Company's business, or performance by You under this Agreement.

b) You agree to abide by all policies, practices and procedures adopted by the Company, policies and procedures that are mandated by law, regulation, administrative bulletin or FAQ, or binding industry requirement, specifically including insurance and data protection requirements. You will fully comply with all federal, state and local laws and regulations which are applicable to Your appointment and duties under this Agreement including but not limited to completing training requirements as may be required under state law.

c) Any recommendation made by You for the purpose of soliciting Policies to any insured or prospective insured must adhere to and comply with any standard of care required by applicable law (including common law), order, ordinance, writ, statute, rule or regulation of a federal, state or local domestic, 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. You are responsible for knowing and complying with any and all standard of care requirement(s), which may be amended from time to time. You are aware and acknowledge that the Company is not a Financial Institution or a fiduciary, or for any other purpose, does not provide impartial advice. The Company does not have, and has not undertaken to provide, any supervisory authority or responsibility for Your compliance with any applicable standard of care.

9. TAX, REPORTING AND FILING

a) For all purposes, including, but not limited to Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), federal income tax withholding requirements, State Personal Income Tax Withholding ("PIA"), State Unemployment tax, State Disability Insurance ("SDI"), and all other federal state and local laws, rules and regulations, You shall be treated as an independent contractor with respect to the Company.

b) You shall advise the Company of any changes of Your primary residential address within ten (10) days.

c) You represent that You will file all Your tax returns, declarations and schedules required by law.

d) The Company will not withhold any taxes or other withholdings from Commissions, except as otherwise required by law.

10. TERMINATION OF AGREEMENT

a) This Agreement may be terminated by either party, without cause, by giving fifteen (15) days prior notice to the other party of the intention to terminate this Agreement by providing notice of termination as provided in Section 20 below.

b) Upon termination of this Agreement, You will promptly return to the Company any and all literature, forms, manuals, supplies, lists, contact data, policyholder lists, Personal Identifiable Information and other written, printed or electronic information in any way pertaining to the business of the Company.

c) The Company may terminate this Agreement immediately for cause. "For cause" means any violation by You of the terms of this Agreement and includes, but is not limited to:

i. fraud, embezzlement, theft, conversion of property, twisting, rebating, misrepresentation or gross negligence on the part of You or Your General Agent;
ii. intentional or negligent violation of any federal or state statute, regulation, or other directives affecting Policies, the solicitation of Policies, or the servicing of Policies;
iii. misappropriation or withholding of premiums or other funds generated from the sale or servicing of Policies;
iv. bankruptcy, receivership, insolvency, liquidation, or dissolution;
v. failure to secure and maintain necessary licenses;
vi. performance of services for the Company while impaired by alcohol, illegal drugs, or other controlled substances;
vii. the insurance department of any state or territory in which You conduct business revokes Your insurance producer license or any other governmental entity revokes any other license necessary for You to do business in accordance with this Agreement, after an opportunity for a hearing if the opportunity for such a hearing is provided by statute or by the rules or regulations of the insurance department or other governmental entity; or
viii. indicted, otherwise charged or convicted with a misdemeanor or felony involving violence, theft, dishonesty, fraud, moral turpetude and like crimes.

d) If this Agreement is terminated "for cause" as herein defined, no compensation, earned or unearned, shall be payable.

e) A termination for cause of this Agreement will be reported to the state's Department of Insurance.

11. AUTOMOBILE INSURANCE

You shall secure automobile liability insurance or comprehensive bodily injury and property damage on all vehicles You drive, including coverage for owned, hired and non-owned vehicles prior to soliciting applications for Policies under this Agreement. The insurance required of You under this Agreement shall in no event be less than the minimum limits required by law.

12. ERRORS & OMISSIONS INSURANCE and OTHER LIABILITY COVERAGE

You are required to obtain and maintain Errors and Omissions insurance during the entire term of this Agreement with minimum amounts of $1,000,000 per incident and $1,000,000 in aggregate or such higher amounts as may be required by law, from a carrier acceptable to the Company which covers You and Your agents, if applicable. You shall provide to the Company certificates of insurance evidencing such coverage at time of contracting. If insurance expires during the term of this Agreement, a new certificate must be received by the Company at least ten (10) days prior to the expiration of coverage. If required by the Company or any insurance department, You agree to furnish a bond, an amount and with a surety company acceptable to the Company, for the faithful discharge and performance of all duties and obligations of You under this Agreement. The Company may, in addition to any other remedy it may have, terminate this Agreement upon the occurrence of such event. You hereby assign any proceeds received from Errors and Omissions insurance, surety bond or other liability coverage, to the Company as their interest may appear, to the extent of their loss due to activities covered by errors and omissions insurance, the bond or other liability coverage. If there is any deficiency, whether due to a deductible or otherwise, You shall promptly pay such amount on demand. You hereby agree to indemnify and hold harmless the Company from any such deficiency and from the costs of collection thereof, including reasonable attorneys' fees.

In the event that there is a need to notify Your Errors and Omissions insurance carrier or secure a bond for a potential claim against You, You unconditionally agree to cooperate with the Company in all matters related to such claim.

13. DATA PRIVACY/SECURITY

Personal Identifiable Information ("PII") means unique information about a prospect, applicant, past or present policyholder or individual insured by health insurance, or other insurance consumer individual that serves as a reasonable identifier of such individual. PII includes, without limitation, name, address, telephone number, email address, date of birth, Social Security number, driver's license number, insurance or annuity policy number, Medicare identification number, bank account and routing numbers, credit/debit card numbers, government issued identification number, health and medical information (including payment for medical treatment), net worth and financial asset information, information created through the insurance underwriting process, consumer credit reports, log-in credentials, signature images, and any other unique identifier that is not publically available.

You agree that any and all PII collected, accessed, stored, or transmitted by in connection with the performance of Agent Services under this Agreement shall be used only as necessary to fulfill Agent Services under this Agreement. You shall not collect, access, store, transmit or otherwise disclose PII for any purpose, or to any person other than the Company or the individual who is the subject of the PII, unless specifically authorized in writing by the Company or otherwise permitted by law. You shall establish physical, electronic, and administrative procedures to protect the security and confidentiality of PII.

You shall be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of PII and You shall be responsible for, and remain liable to, the Company's clients and to the Company for Your actions.

The definition of PII shall also fully incorporate the meanings of "Individually Identifiable Health Information," "Protected Health Information" and "Nonpublic Personal Information" as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and the Gramm Leach Bliley Act of 1999 respectively.

This Section 13 survives the termination of this Agreement.

14. RESTRICTIVE COVENANTS

You hereby agree to be bound by the subsequent restrictive covenant:

a) Confidentiality

i) You acknowledge and agree that: (a) providing Policies is highly-competitive and involves the use of trade secrets and other confidential proprietary information belonging to the Company as described in this Agreement; (b) if such information or trade secrets were disclosed to a competing business or otherwise used in an unauthorized manner, or if You accepted employment or contracted with a competing business in a manner which violated this Agreement, such disclosures, use, employment or contractual relationship would cause immediate and irreparable harm to the Company and would give You or a competing business an unfair advantage against the Company; (c) You have entered into a contractual relationship with the Company and, through such relationship, have had or will have access to, and have been or will be provided with, such information and trade secrets; and (d) the Company wishes to protect such information and trade secrets from unauthorized possession, use or disclosure, and to protect itself from unfair competition.

ii) You acknowledge and agree that, through this Agreement with the Company, You have been or will be provided with or have access to trade secrets and other confidential information and proprietary information belonging to the Company, including. but not limited to one or more of the following: (a) the methods and systems used by the Company in soliciting, selling and providing Policies, (b) the names, addresses, telephone numbers, profiles and other information regarding past, current or prospective customers of the Company; (c) information regarding policies, products and other services of the Company; (d) Company policies, procedures, training information and techniques, commission structure, financial data, sales and marketing information; and (e) information concerning the Company's business relationship with other persons, firms, corporations and other entities (individually and collectively referred to in this Agreement as "Confidential Information").

iii) You further acknowledge and agree that such Confidential Information is a valuable and unique asset of the Company and that You will not at any time or in any manner, directly or in-directly, divulge, disclose or communicate any such Confidential Information to any person, firm, corporation or other entity for any reason without prior express written consent of the Company unless such information: (a) is in the public domain through no wrongful act of Yours; (b) has been rightfully received from a third party without restriction and without breach of this Agreement; or (c) is otherwise required by law.

iv) All confidential information developed, created or maintained by You, alone or with others during the term of this Agreement, and all Confidential Information maintained by You thereafter, and any and all of Your property and equipment which You obtain from the Company during the term of this Agreement shall remain at all times the exclusive property of the Company, including but not limited to, lists and information regarding customers, training and marketing materials, software or computer programs and files. You shall return all such property, Confidential Information, and any reproductions thereof

that are in Your possession immediately upon request and in any event upon the expiration of this Agreement. You will not in any manner use the Confidential Information or any of the Company's property against the best interest of the Company at any time.

v) You acknowledge that Confidential Information of the Company is competitively sensitive proprietary information protected under the Arizona Uniform Trade Secrets Act, A.R.S. § 44-401 *et seq*. and is business information which derives independent, actual and potential commercial value, from not being generally known or readily ascertainable by any person who can obtain economic value from its disclosure or use which the Company is making efforts to keep confidential and You are subject to the remedies available for misappropriation of trade secrets under A.R.S. § 44-401 *et seq*. if You misappropriate the Confidential Information.

b) Covenant Not to Solicit Independent Agents, Independent Contractors or Employees

During the term of this Agreement, and for a period of twenty-four (24) months following termination of this Agreement for whatever reason, You shall not, either for Yourself or for any other person, firm, corporation, partnership, limited liability company, group, association, organization or other entity, solicit, encourage, hire or offer employment to, or seek to contract, hire or offer employment to, any of the Company's or its Affiliates' independent agents, independent contractors or employees with whom You had contact during the duration of this Agreement.

You acknowledge that even an unsuccessful solicitation of such independent agents, independent contractors or employees can negatively impact the morale, commitment and performance of the independent agent, contractor or employee in question, resulting in financial losses to the Company.

c) Covenant Not to Solicit Customers

i) The Company has a proprietary interest in each customer and account of the Company and that You shall have no proprietary interest in those customers and accounts.

ii) You agree that You will not, for You or on behalf of any other person, firm, corporation or business entity, during the twenty-four (24) months after the termination of this Agreement for whatever reason, solicit, contact, meet with, or do business with any present or prospective customer or insured person(s) of the Company for the purpose of replacing Company Policies. For purposes of this Agreement, a "present customer or insured person" is any person or business organization to whom the Company has sold or serviced a Policy that is in good standing or has not lapsed with in the last twelve (12) months preceding termination of this Agreement for whatever reason, and of which You had knowledge, and a "prospective customer or insured person" is any person or business organization with whom the Company has a relationship characterized by at least one contact by a representative of the Company for the purpose of soliciting the sale or service of Policies within the twelve (12) months preceding termination of this Agreement for whatever reason, of which You had knowledge.

d) Affiliate

The Parties hereto acknowledge and agree that, for the purposes of this Agreement, the term "Affiliate" shall include, without limitation, Christian Fidelity Life Insurance Company, North American Insurance Company, and any future corporation, limited liability company or other entity in which AMERCO is the majority owner.

15. INDEMNIFICATION

You agree to indemnify and hold harmless the Company (its Affiliates, shareholders, directors, officers, heirs, employees, agents, successors, attorneys, and assigns) from and against any and all liabilities, losses, damages, costs, claims, demands, causes of action, attorneys' fees and connected expenses caused by or arising from Your negligence, misconduct or breach of this Agreement that is attributable to You in connection with work performed pursuant to this Agreement.

Nothing in this Agreement shall be construed to require You to indemnify the Company from or against the negligent acts of the Company or the Company's employees or for fees or expenses paid by the Company pursuant to the Arbitration Agreement.

This Section 15 shall survive the termination of this Agreement.

16. DIVISIBLE PROVISION

If any of the provisions of this Agreement are found to be unreasonable, invalid, void or unenforceable by a court of competent jurisdiction, then such provisions of this Agreement shall be considered to be divisible, and the remaining provisions of this Agreement shall remain in full force and effect.

17. ATTONEYS' FEES / COSTS

You agree to pay all expenses of collection, enforcement or protection of the Company's rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees and any and all amounts reasonably incurred by the Company in connection with the protection of the Company's rights and the exercise of its remedies.

This Section 17 survives the termination of this Agreement.

18. ARBITRATION AGREEMENT

The Arbitration Agreement is incorporated by reference pursuant to Exhibit A which constitutes a part of this Agreement.

19. VENUE NON-JURY TRIALS

For any claim arising between the Parties under this Agreement that is not subject to arbitration under the Arbitration Agreement between the Parties or for which the Arbitration Agreement is not enforced by a court, venue shall be in a court in Maricopa County, Arizona or the United States District Court of Arizona as appropriate under the jurisdictional rules applicable to such courts, and notwithstanding any rights to a jury trial for any claims, You waive any such rights to a jury trial, and agree that any claim of any type lodged in any court will be tried, if at all, without a jury.

20. NOTICES

Any notice required to be made by the Company under this Agreement, including notices provided under Section 11, may be made by letter, newsletter, electronic mail or other media, including the posting of information on the Company's Agent Portal or website(s). Notice by letter made by the Company shall be deemed given on the day such notice is deposited in the United States mail with first class postage pre-paid and addressed to You at the last known address appearing on the records of the Company. Notice made by the Company by newsletter, electronic mail or other media or posting on the Company's Agent Portal or website(s) shall be deemed given on the day such notice is issued, sent or posted, respectively.

Any notice required to be made by You under this Agreement, including notices provided under Section 10, may be made by letter or electronic mail. Notice by letter made by You shall be deemed given on the day such notice is deposited in the United States mail with first class postage pre-paid and addressed to:

Oxford Life Insurance Company
2721 N. Central Avenue
Phoenix, AZ 85004
contracting@oxfordlife.com

21. ENTIRE AGREEMENT

This Agreement, the Commission Schedule adopted from time to time by the Company, the Arbitration Agreement, and any other documents executed in connection herewith, constitutes the entire agreement between the Company and You, Your Uplines, Your Downlines and Your Agent Group and supersedes all prior and contemporaneous agreements, contracts, statements, promises and understandings, whether written or oral. The Business Associate Agreement is separate and an independent binding agreement also entered into between the Parties, which governs the subject matters it addresses.

IN WITNESS WHEREOF, the undersigned have executed this Agreement, under seal.

Agent:	General Agent:
Agency Name:_____	Agency Name:_____
Agent:_____	Agent:_____
Printed Name:_____	Printed Name:_____
Date: _____	Date: _____

Accepted and Agreed By:
Oxford Life Insurance Company

By: _____

Title: Shawn Mora, Chief Sales Officer

Date: On File

EXHIBIT A
ARBITRATION AGREEMENT

By commencing, entering into, or agreeing to, the Oxford Life Independent Producer Agreement ("Producer Agreement") with Oxford Life Insurance Company (as defined below), You agree to the terms and conditions of this Exhibit A (this "Arbitration Agreement").

1. General. You and the Company agree that this Arbitration Agreement is a condition of the contractual relationship of the Producer Agreement, and as such, this Arbitration Agreement shall be construed, interpreted and governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq*. (the "FAA"). You agree that any and all Claims between You and the Company arising out of or relating in any way to the Producer Agreement shall, except as provided by law and herein, be submitted to binding arbitration, to be resolved by one (1) arbitrator (the "Arbitrator") through final and binding arbitration on an individual basis only and not by court or jury trial, or by class, collective, or representative action. The Arbitrator shall also resolve any disputes regarding the arbitrability of any Claim hereunder, including all issues relating to the enforcement of the Class Action Waiver. The arbitration shall be administered by Judicial Arbitration & Mediation Services ("JAMS") in accordance with this Arbitration Agreement and the JAMS Streamlined Arbitration Rules and Procedures (https://www.jamsadr.com). Judgment on the award may be entered in any court having jurisdiction.

2. Definitions.

   "Company" means Oxford Life Insurance Company.

   "You" or **"Your"** means you and your respective corporation, partnership, parent, subsidiaries, affiliates, agents, employees, predecessors in interest, helpers, successors, relatives, spouse, beneficiaries, estate, domestic partners, heirs and assigns.

   "Claim" or **"Claims"** is to be broadly interpreted to include any dispute, claim or cause of action arising out of or relating to Your dealings with the Company. Claims include but are not limited to any and all legal theories and all statutory claims.

3. **Class Action Waiver. You and the Company agree to resolve any Claim that is in arbitration on an individual basis only, and not on a class, collective action, or representative basis ("Class Action Waiver") (other than actions under the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq*. ("PAGA")), and You shall not participate in or recover relief under any current or future class, collective, or representative (non-PAGA) action brought against the Company by a third party. The Arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The Arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. In any case in which (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.**

4. Opt-Out Provision. You may opt out of this Arbitration Agreement by notifying the Company in writing (the "Opt-Out Notice"), either by, within thirty (30) days of the date of this Arbitration Agreement, (i) sending electronic mail to contracting@oxfordlife.com, or (ii) sending a letter by U.S. Mail, or by any

nationally recognized delivery service, to the Notice Address. In order to be effective, the Opt-Out Notice must identify You by name and clearly indicate Your intent to opt out of this Arbitration Agreement, and, if the Opt-Out Notice is sent under option (ii) above, the Opt-Out Notice must be dated and signed, and the envelope containing the signed letter must be post-marked within thirty (30) days of the date of this Arbitration Agreement. If You do not opt out of this Arbitration Agreement within such 30-day period, You shall be bound by the terms of this Arbitration Agreement.

5. Independent Counsel. The parties hereto confirm that each has been given the opportunity to seek and obtain independent legal advice prior to execution of this Arbitration Agreement regarding the legal effects of this Arbitration Agreement, and enter into and execute this Arbitration Agreement on the same equal footing, with equal understanding of this Arbitration Agreement.

6. Modification. In the event the Company modifies the terms and conditions of this Arbitration Agreement, such modifications shall be binding upon You. Your written acceptance or continued status as an active and appointed producer of the Company subsequent to any such modification shall constitute Your consent to such modifications. Modification hereunder shall not represent a renewed opportunity to elect to opt out of this Arbitration Agreement.

7. Notice and Demand Procedure. The party bringing a Claim must send, by certified mail, a written notice of dispute ("Notice"), which shall include identification of the parties thereto, a statement of the legal and factual basis of the Claim(s), and a specification of the remedy sought. Notice to the Company shall be sent to:

   Oxford Life Insurance Company
   Legal Department
   2721 North Central Ave.
   Phoenix, AZ 85004

   Notice to You shall be sent to Your current address as registered with the Company as of the date of Notice (in each case, "Notice Address"). If the parties do not resolve the Claim within sixty (60) days after Notice is received by the recipient, or within five (5) business days of the recipient party's written denial of any Claim, the petitioning party may commence an arbitration proceeding by filing a demand for arbitration and serving the recipient party. During the arbitration, the amount of any settlement offer made by You or the Company shall not be disclosed to the Arbitrator until after the Arbitrator determines the amount, if any, to which the Company is or You are entitled.

8. Arbitration Rules. The JAMS Streamlined Arbitration Rules and Procedures apply in the arbitration of all Claims with the following exceptions:

   i. *Arbitrator Selection*. For Claims seeking less than $250,000, after consumer and business filing fees have been paid, JAMS will send the parties a list of five (5) qualified arbitrators from its list of Neutrals (the "Arbitrator List"). If the parties do not agree on an arbitrator within fourteen (14) calendar days from the date both parties have received the Arbitrator List, then an arbitrator shall be selected using the alternate strike method from the Arbitrator List. You shall have the option of making the first strike. If the selected arbitrator is not available or declines to serve, JAMS shall generate another list, and the selection process shall be repeated.

ii. *Arbitration Location*. The location of the arbitration proceeding shall be no more than fifty (50) miles from where You last provided services or Your principal place of business, unless each party to the arbitration agrees in writing otherwise.

iii. *Small Claims*. For Claims that do not exceed the jurisdictional limit of small claims court, each party hereto may bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply. If You elect this option and the small claims court finds in Your favor, the Company shall reimburse Your filing and service of process expenses up to $500 and pay You $500 in addition to the amount You are awarded by the small claims court.

iv. *Claims for $15,000 or less*. Notwithstanding any provision herein to the contrary, for Claims seeking less than $15,000, You may elect to conduct the arbitration in person, by telephone or web conference, or based only on written submissions.

v. *Claims for $250,000 or more*. The JAMS Comprehensive Arbitration Rules and Procedures shall apply. A single Arbitrator shall preside over the arbitration, except that You and the Company may mutually agree to proceed before a panel of three (3) Arbitrators. Payment of all fees will be governed by JAMS rules. The Federal Rules of Evidence shall apply unless otherwise agreed to in writing by You and the Company.

9. Arbitrator's Authority. The Arbitrator shall:

i. Be bound by the terms of this Arbitration Agreement;

ii. Resolve all disputes regarding the arbitrability of any Claim hereunder, including all issues relating to the enforcement of the Class Action Waiver;

iii. Decide all issues based on the evidence and arguments submitted by the parties;

iv. Issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based and to identify the specific types of damages awarded, if any;

v. Award any form of individual relief, including equitable relief, injunctions, and other relief available under applicable law;

vi. Make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceedings;

vii. Apply a statute of limitations to all Claims as though such Claims were brought in an appropriate court of competent jurisdiction;

viii. Participate in a post-decision Arbitrator interview for the purpose of providing candid feedback to a party concerning the effectiveness and persuasiveness of its presentation of evidence and arguments. Such Arbitrator interview shall be held after the final conclusion of the matter and be conducted telephonically or in-person at the election and expense of the requesting party. The Arbitrator will be compensated at the hourly rate that prevailed during the arbitration proceedings. Nothing in this section requires the Arbitrator to communicate in a way that violates ethical standards. Nothing disclosed by the Arbitrator in the Arbitrator interview may be used as a basis to challenge the Arbitrator's decision; and

ix. Retain jurisdiction to resolve issues between the parties concerning interpretation and application of the decision. Such post-decision issues shall be resolved based on written submissions only. A deposit for the Arbitrator's time to resolve a post-decision issue shall be set by the Arbitrator and advanced by the requesting party with such deposit reimbursable in whole or in part at the Arbitrator's discretion.

10. Confidentiality. In order to protect the confidential, proprietary, and trade secret information of the parties, You and the Company agree to enter into a confidentiality agreement as negotiated by You and the Company. If You and the Company cannot agree on the confidentiality agreement, the Arbitrator shall have the sole responsibility for determining the appropriate scope of the confidentiality agreement. In no event shall the confidentiality agreement in any way prevent You or the Company from using any document marked as "confidential" in an arbitration proceeding under this Arbitration Agreement, subject to any ruling on admissibility by the Arbitrator.

11. Arbitration Costs. Except as otherwise provided herein, the Company shall pay all JAMS filing, administration, and arbitrator fees to a maximum of $5,000 for any arbitration properly initiated hereunder. The Arbitrator shall have discretion to determine how fees in excess of $5,000 shall be attributed between You and the Company and whether any portion of fees prepaid by the Company shall be reimbursed by You to the Company.

12. Entire Agreement. This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes arising hereunder and supersedes all prior and contemporaneous agreements and understanding, whether written or oral, relating to such subject matter in any way. Except as stated herein, in the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement shall remain in full force and effect. In the event this Arbitration Agreement conflicts with any other arbitration agreement between the parties, this Arbitration Agreement shall control.

13. Alternate Forum. In the event that the arbitration forum in this Arbitration Agreement is no longer in business at the time any demand for arbitration is served, the arbitration shall proceed with a nationally recognized arbitration forum of the petitioner's choice.