



**PACIFIC LIFE INSURANCE COMPANY AND PACIFIC LIFE & ANNUITY COMPANY
NON-VARIABLE PRODUCER AGREEMENT**

This Agreement (“Agreement”) is made by and among:

Identify each party to this Agreement by checking the applicable box(es), below:

- PACIFIC LIFE INSURANCE COMPANY (“PLIC”), an insurance company organized and existing under the laws of the State of Nebraska.
- PACIFIC LIFE & ANNUITY COMPANY (“PL&A”), an insurance company organized and existing under the laws of the State of Arizona.

(PLIC and PL&A are individually referred to as a “Pacific Life Insurer” and collectively as the “Pacific Life Insurers” or “Pacific Life”); and _____

Name of Producer (“Producer”)

The Agreement shall become effective upon execution by a Pacific Life Insurer (“Agreement Effective Date”).

RECITALS

WHEREAS, Pacific Life issues non-variable life insurance policies and fixed annuity contracts, referred to collectively as the “Contracts”; and

WHEREAS, Producer wishes to recruit Independent Brokers to and/or directly solicit and procure applications for and/or service Contracts; and WHEREAS, Pacific Life wishes to authorize Producer to recruit Independent Brokers to and/or directly solicit and procure applications for and/or service the Contracts;

NOW THEREFORE, in consideration of the promises contained herein, including the attached Exhibits and Compensation Schedule(s) as amended from time to time, the parties agree as follows:



ARTICLE I DEFINITIONS

Buyer's Guide – A disclosure document mandated by the state where a Contract is issued.

Compensation Schedule – The compensation schedule for each Contract, which is attached to and made a part of the Agreement, and which may be amended from time to time by Pacific Life in its sole discretion.

Compliance Reference Guide – The reference guide made available by Pacific Life to Producer covering its rules, requirements, policies and procedures for the marketing, sale and servicing of Contracts.

Contracts – Non-variable life insurance policies and fixed annuity contracts, including any riders to those policies and contracts, issued by a Pacific Life Insurer, which are not registered with the SEC.

Contract Owner – The Person who owns a Contract issued by a Pacific Life Insurer.

Contract Summary – Written disclosure as required by state law describing the elements of certain annuity contracts.

Deferred Annuity Disclosure – Written disclosure provided to the purchaser of a single-premium fixed deferred annuity contract that includes information required by the state where the contract is issued.

Guidelines – The guidelines made available by Pacific Life to Producer covering its rules, policies and procedures for the marketing, sale and servicing of Contracts. Such guidelines, including but not limited to the Compliance Reference Guide, may be amended in the sole discretion of Pacific Life from time to time.

Independent Broker – An individual authorized to solicit in accordance with state and federal regulations, and Pacific Life guidelines. If authorized by the Producer, the Independent Broker may also receive compensation directly from Pacific Life for the sale of a contract.

Payee – Refers to the recipient of the compensation paid by Pacific Life in connection with the sale and servicing of the Contracts, in accordance with the applicable Compensation Schedule.

Person – An individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization, or other entity.

Producer – An individual who or corporate entity that is licensed and appointed per state insurance regulations and contracted by a Pacific Life Insurer for the purpose of either recruiting Independent Brokers to solicit applications and/or soliciting applications for Contracts directly. Where an individual insurance producer has established a corporate entity and executes this Agreement in his or her capacity as the principal of such corporate entity, Producer refers to both the individual insurance producer and his or her corporate entity.

Premium – A purchase payment made under a Contract to purchase benefits under such Contract.

Records – Records regarding the Contracts that Producer is required to maintain for specific periods of time pursuant to applicable state laws, rules and regulations.

Sales Material – Any written or pre-printed material used in the promotion or sale of the Contracts, including, but not limited to, brochures, literature, printed and published material, electronic communication, audio-visual material, internet, websites or standard letters.

Transaction – Any transaction, whether recommended or not, by a Producer for a Person, including, but not limited to, the purchase of a Contract, any changes to a Contract, e.g., a face amount increase, assignment, addition or deletion of a rider, etc.

USA PATRIOT Act – Collectively, the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318(h), and the regulations adopted with respect thereto, as amended.



**ARTICLE II
AUTHORIZATION AND APPOINTMENT**

2.1. Authorization. Pacific Life hereby authorizes Producer to recruit Independent Broker to and/or directly solicit and procure applications for and/or service those Contracts offered by Pacific Life from time to time. Producer may solicit and procure applications either directly or through employees, Independent Brokers, and representatives of Producer who are duly licensed and appointed. Pacific Life will make information available to Producer regarding the jurisdictions in which Pacific Life is authorized to solicit applications for the Contracts and any limitations on the availability of such Contracts in any jurisdiction.

2.2. Appointment. Producer and Independent Brokers shall be appointed as required by state insurance regulations by Pacific Life to solicit sales of the Contracts or be compensated after: (a) Pacific Life has confirmed Producer's qualifications to sell the Contracts after conducting a thorough background investigation; and (b) who have fulfilled all requisite training requirements for the Contracts for which they will solicit sales. Producer shall notify Pacific Life immediately if Producer no longer meets the qualification requirements of applicable state insurance law.

Pacific Life shall have the right in its sole discretion to refuse to appoint any proposed Producer or, once appointed, to terminate or refuse to renew the appointment of any Producer at any time with or without cause upon notice from Pacific Life to Producer. Upon Pacific Life giving written notice to Producer of its withdrawal of authority of a Producer to solicit applications, Producer will immediately discontinue any such activities.

2.3. Non-Exclusivity. An appointment and Agreement are not deemed to be exclusive in any manner and extends only to those jurisdictions where the Contracts have been approved for sale.

2.4. Independent Contractor. Producer is an independent contractor and not employee or subsidiary of Pacific Life. Nothing contained in this Agreement or otherwise shall be deemed to make Producer an employee or agent of Pacific Life for tax or any other purposes.

2.4.1. Producer shall be treated as an independent contractor for all purposes, including but not limited to federal and state taxation, withholding (other than federal insurance contributions act (FICA) taxes required for full time life insurance agents pursuant to section 3121(d)(3) of the federal internal revenue code (IRC)), unemployment insurance and workers' compensation;

2.4.2. Producer (A) shall be paid a commission on his or her gross sales or an override for sales by their Independent Brokers, if any, without deduction for taxes (other than FICA taxes required for full time life insurance agents pursuant to section 3121(d)(3) of the IRC), which commission shall be directly related to sales or other output; (B) shall not receive any remuneration related to the number of hours worked; and (C) shall not be treated as an employee with respect to such services for federal and state tax purposes (other than FICA taxes required for full time life insurance agents pursuant to section 3121(d)(3) of the IRC);

2.4.3. Producer shall be permitted to work any hours he or she chooses;

2.4.4. Producer shall be permitted to work out of his or her own office or home;

2.4.5. Pacific Life may provide office facilities, clerical support, and supplies for the use of the Producer but the Producer shall otherwise bear his or her own expenses, including but not limited to automobile, travel, and entertainment expenses;

2.4.6. Pacific Life shall comply with the requirements of applicable insurance law and the regulations pertaining thereto, but such compliance shall not affect the Producer's status as an independent contractor nor should it be construed as an indication that the Producer is an employee of Pacific Life for any purpose whatsoever;

2.4.7. This Agreement and the association created thereby may be terminated by either party thereto at any time with notice given to the other.



2.5. Limitations of Authority. Producer acknowledges the Contract forms are the sole property of Pacific Life and that only Pacific Life has the right or authority to: (a) make, alter, modify or discharge any Contract, certificate, supplemental contract or form issued by Pacific Life; (b) waive or modify any provision with respect to any Contract; (c) incur indebtedness or liability, or expend or contract for expenditure of any funds on behalf of Pacific Life or the Contracts; (d) extend the time for payment of any premiums, bind Pacific Life to reinstate any terminated Contracts, or accept notes for payment of premiums; (e) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Pacific Life; or (f) institute or file any response to any legal proceeding in connection with any matter pertaining to the Contracts on behalf of Pacific Life without the prior written consent of Pacific Life.

ARTICLE III RESPONSIBILITIES OF THE PRODUCER

3.1 Marketing, Sale and Servicing of Contracts. Producer agrees to use best efforts in marketing, selling and servicing the Contracts in accordance with the terms of this Agreement. Producer further agrees to comply with Pacific Life's Guidelines relating to the marketing, sale and servicing of the Contracts.

3.1.1. Sales Materials. In their marketing efforts for the Contracts, Producer shall use only those Sales Materials provided by Pacific Life or Sales Materials approved by Pacific Life, in writing, prior to such use.

3.1.2. Point of Sale Disclosures. To the extent required by applicable law, rules or regulations, Producer will provide written disclosure to applicants about Producer's relationship with Pacific Life and the compensation received for services performed under this Agreement.

- a. *Annuity Contracts.* In the solicitation of any annuity contract, Producer will provide on behalf of Pacific Life, the disclosures required by applicable law, rules, regulations, or pursuant to Pacific Life's Guidelines. Such disclosures include, but are not limited to, Buyer's Guides, Contract Summaries, Deferred Annuity Disclosures, single premium deferred annuity and/or other miscellaneous notices. Pacific Life shall furnish Producer, at no cost, reasonable quantities of such disclosures, notices and material, as Pacific Life deems necessary to aid in the solicitation of the Contracts.
- b. *Life Insurance Policies.* In the solicitation of any life insurance policy, Producer will provide on behalf of Pacific Life, the disclosures required by law, rules, regulations, or pursuant to Pacific Life's Guidelines. Such disclosures include, but are not limited to, policy illustrations and other miscellaneous notices. Pacific Life shall furnish Producer, at no cost, reasonable quantities of such disclosures, notices and material, as Pacific Life deems necessary to aid in the solicitation of the Contracts.

3.1.3. New Products. Pacific Life may issue additional or successor Contracts available as of the date this Agreement is made, including adding or removing riders thereto, in which event Producer will be informed of the new product and/or rider, as applicable, through dissemination of its related Compensation Schedule and/or other communications about where the offer and sale of such products and/or such riders, as applicable, has been approved. If Producer submits an application for a new product and/or rider, as applicable, Producer will be deemed to have agreed to distribute such new product and/or rider, and agreed to its related Compensation Schedule, which shall be attached to and made a part of this Agreement as an amendment or addendum to the Compensation Schedule or as a new Compensation Schedule.

3.1.4. Applications. Contract applications shall be taken only on preprinted, state-appropriate application forms supplied by Pacific Life. Producer must obtain a signed illustration where required for any life insurance sale and provide a copy to Pacific Life and to the Contract Owner. All completed applications, supporting documents and payments are the sole property of Pacific Life and must be promptly delivered to Pacific Life. All applications are subject to acceptance by Pacific Life and Producer acknowledges that Pacific Life has the right in its sole discretion to reject any applications or premiums it receives and to return or refund premiums to an applicant.



3.1.5. Initial Premium. Producer is authorized to collect the initial Premium on the Contracts and shall promptly remit Premiums in full along with the application and any other required documentation to Pacific Life. Subsequent premiums are to be remitted directly to Pacific Life. In connection with life insurance sales, Producer agrees to adhere to Pacific Life's "cash with application requirements" and, when applicable, provide the applicant with the proper temporary insurance agreement and provide Pacific Life with applicant's signed acknowledgement of the receipt of such agreement.

3.1.6. Contract Delivery. Producer will ensure prompt delivery of issued Contracts at which time the Producer and/or Independent Contractor will obtain the Contract Owner's signature on a delivery receipt and promptly forward signed delivery receipts to Pacific Life. For purposes of this Agreement, "delivery" shall mean such delivery whereby the Contract Owner takes actual physical possession of the Contract form and all attachments.

3.1.7. Replacement, Exchange or Surrender of Contracts. Producer shall not encourage a prospective purchaser to replace, exchange or surrender an insurance policy or annuity contract in order to purchase a Contract, or conversely, to surrender or exchange a Contract in order to purchase another insurance policy or annuity contract except in accordance with applicable state replacement law, and Guidelines. Producer will obtain all required replacement documentation.

3.1.8. Servicing Contracts. Producer will provide on-going services for the Contracts, including facilitating administration and Transactions for clients, so long as this Agreement remains in force and effect.

3.1.9. Suitability. Producer will ensure that each Transaction regarding a Contract covered by this Agreement that is recommended is appropriate for the Person for whom the Transaction is recommended, at the time the recommendation is made and is suitable in accordance with applicable law, rules and regulations governing suitability.

Pacific Life will perform the suitability review as to only those fixed annuity contracts provided by Pacific Life's Retirement Solutions Division that are listed on Exhibit A hereto that are submitted for issuance to Pacific Life. Producer must submit a completed, signed fixed annuity suitability form as prescribed by Pacific Life. Upon completion of its review, if Pacific Life deems the fixed annuity product to be unsuitable for the customer, any applicable premium submitted with the contract application will be returned and the contract will not be issued. If the fixed annuity product is deemed suitable for the customer, the contract will be issued and mailed in accordance with the applicable provisions in this Agreement. Notwithstanding the foregoing, the parties understand and agree that Pacific Life does not hereby assume such suitability review obligation as to any products not listed on Exhibit A, and specifically does not assume the suitability review obligation as to any products provided by Pacific Life's Life Insurance Division including its fixed annuity products and all life insurance products.

3.1.10. Compliance - Producer agrees to comply with Pacific Life's underwriting and issue requirements and all applicable insurance laws and regulations of the jurisdictions in which the Producer operates. Such laws and regulations include but are not limited to those pertaining to client funds, privacy and confidentiality, licensing, rebating, replacements, illustrations, solicitation and advertising. Producer will use reasonable and prudent efforts to ensure that its' employees, Independent Brokers and representatives are working in accordance with Pacific Life's procedures and product guidelines and will notify Pacific Life immediately if in the Producer's opinion the Independent Brokers or representatives should no longer be contracted with Pacific Life, realizing that the actual determination to contract shall reside solely with Pacific Life.

3.1.11. Unauthorized Representations. Producer shall not make any statement to a purchaser or prospective purchaser of a Contract superseding or controverting or otherwise inconsistent with any statement made in any Buyer's Guide or other disclosure document for a Contract.



3.2. Records. In accordance with the requirements of state law, rules and regulations Producer will maintain complete records concerning the Contracts, including suitability determinations, information regarding the sale and/or servicing of the Contracts, including the manner and extent of distribution of any Sales Material, and shall make such records and files available to the staff of Pacific Life at such times as Pacific Life may reasonably request. Producer shall make such material available to personnel of state insurance departments or other regulatory agencies which have regulatory authority over Pacific Life.

ARTICLE IV COMPENSATION

4.1. Compensation. Pacific Life will remit to Payee compensation as set forth in the applicable Compensation Schedule, which payments or termination thereof shall be governed by the administrative rules established by Pacific Life in its sole discretion. No compensation shall be earned or payable for Contracts provided by the Life Insurance Division until the premium is received in cash by Pacific Life and the Contract is placed in force by delivery to Contract Owner and a signed policy delivery receipt is delivered to Pacific Life. Compensation due and payable shall be paid within thirty (30) days of Contract issue. Pacific Life reserves the right not to pay compensation on a Contract, the premium for which is paid in whole or in part by the loan or surrender value of any other Contract. In the event that a Contract for which compensation has been paid is terminated for any reason, including, but not limited to by reason of a death prior to Contract issue, the Contract being rescinded, voided, lapsed, surrendered, or exchanged, or the Contract being returned to Pacific Life as a result of a Contract Owner exercising the “free look” provision of the Contract, or a premium for which Pacific Life has been paid being refunded by Pacific Life for any reason, or Pacific Life otherwise determines that a return of commission payment is due, then Pacific Life will effect a chargeback against the Payee. The amount, if any, and the time of payment of compensation on replacements, changes, conversions, exchanges, term renewals, premiums paid in advance, life insurance policies issued on a “guaranteed issue” or “simplified issue” basis, life insurance policies issued on insureds over age 70, and other special cases and programs shall be governed by Pacific Life’s underwriting and administrative rules then in effect. Except for those forms of compensation which continue to be payable after termination of this Agreement as set forth in the applicable Compensation Schedules, compensation will be payable only so long as this Agreement remains in force. No compensation shall be allowed, earned, or payable on any Contract that is reinstated after this Agreement is terminated.

4.2. Offset. Pacific Life may offset the compensation that accrues or may accrue under this Agreement by any indebtedness, advance, debit balance, or chargeback that Producer is obligated or becomes obligated to repay to Pacific Life and its affiliated companies. As security for payment, Producer hereby agrees that Pacific Life shall have a first and prior lien against the compensation provided under this Agreement to the extent of such indebtedness, advance, debit balance, or chargeback. Producer agrees to repay Pacific Life any indebtedness, advance, debit balance, or chargeback upon termination of this Agreement that has not already been repaid by offset or otherwise. If Pacific Life has allowed Producer to have one or more Pacific Associate Producers contracted under Producer, then Producer agrees to be jointly and severally liable with Pacific Associate Producers for any indebtedness, debit balance or chargebacks against any compensation paid to the Pacific Associate Producers.

4.3. Purpose. The parties acknowledge and agree that compensation paid by Pacific Life pursuant to this Agreement is not intended to influence Producer in guiding clients to particular products, whether offered by Pacific Life or others.

4.4. Disclosure. The parties agree to disclose the amount of compensation received or to be received relative to Contracts sold under this Agreement to the extent and in the manner required by applicable law, rules or regulations.



**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PRODUCER**

5.1 Required Authority. Producer represents, warrants and agrees that Producer, and each of Producer's employees, producers and representatives, is, and at all pertinent times shall be, a duly licensed insurance producer in good standing under the laws of the jurisdictions in which the Producer, or Producer's employees, producers and representatives as applicable, will solicit, sell and deliver, is appointed to represent Pacific Life in the appropriate jurisdiction or jurisdictions, and each has all the requisite authority to solicit Pacific Life applications and sell Pacific Life products. The Producer further represents, warrants and agrees that Producer, and each of Producer's employees, Independent Brokers and representatives, will at all times transact authorized business for Pacific Life in strict accordance with:

(1) the laws and regulations of such jurisdictions; and (2) Pacific Life's published guidelines, rules, and regulations. If Producer is a business entity, Producer makes the foregoing representations and warranties for each of the individuals participating within such entity who are legally required to be licensed as insurance producers in order to sell Pacific Life products.

5.2 Disqualification to Transact Insurance. Producer represents and warrants that Producer, and each of its employees, Independent Brokers and representatives has not been convicted of any crime that would legally disqualify Producer or any of its employees, Independent Brokers and representatives from engaging in the business of life insurance, including but not limited to, a disqualifying conviction pursuant to the Violent Crime Control and Law Enforcement Act of 1994 (18 U.S.C. 1033 et seq.).

5.3 Rules and Regulations. Producer represents, warrants and agrees that Producer will make reasonable and prudent efforts to ensure each of its employees, Independent Brokers and representatives, shall adhere to Pacific Life's guidelines, rules, procedures and practices, published from time to time, relating to market conduct and its business operations, including but not limited to those rules and regulations stated in the Compliance Reference Guide, which shall be made available on-line to the Producer.

**ARTICLE VI
ANTI-MONEY LAUNDERING, OFAC, & DATA PRIVACY**

6.1 USA PATRIOT Act. Producer will cooperate and share information with Pacific Life upon request in accordance with the provisions of the USA PATRIOT Act so as to enable each party to conduct enhanced due diligence monitoring of customer activity. Producer will participate in on-going anti-money laundering training on insurance products subject to anti-money laundering regulation.

6.2 OFAC. Producer will not sell any Contract to: (a) anyone listed on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of prohibited persons, entities, and countries, and for which any Pacific Life transactions with such investor are prohibited under the various economic sanctions, law and regulations administered by OFAC; or (b) a foreign shell bank, as defined in Section 313 of the USA PATRIOT Act.

6.3 Data Privacy. The parties acknowledge that as a result of this Agreement, each party may have access to and receive from the other party non-public personally identifiable financial and/or health information ("NPI"), as defined in federal and state law, regarding consumers, customers, former customers and/or their beneficiaries. The parties agree to maintain the confidentiality of such NPI and shall not use, disclose, furnish or make accessible such NPI to anyone other than authorized employees and producers of that party as necessary to carry out the party's obligations under this Agreement. Each party further agrees to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the NPI. At the request of the party that owns the NPI, or in the absence of such request upon termination of this Agreement, the other party shall promptly return all NPI which has been provided to it, or dispose of such NPI in a manner agreed upon by the parties, unless the party is required to maintain such NPI under federal or state law or regulations. Each party agrees that it will immediately notify the other party if it learns of any unauthorized disclosure by it of NPI and to cooperate in any reasonable investigation the other party determines is reasonably necessary as the result of such disclosure. The parties further agree to comply with all applicable federal, state and local law pertaining to the treatment of NPI and breach of data security.



6.4 Privacy of Health Information. The parties acknowledge that as a result of this Agreement and in connection with the sale of related health insurance products, Producer may have access to and receive from Pacific Life, certain protected health information (“PHI”), as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, including the applicable amendments thereto enacted by Subtitle D – Privacy of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”) and the privacy and security regulations at 45 CFR Parts 160 and 164 (collectively, “HIPAA”), regarding consumers, customers, former customers and/or their beneficiaries. The parties hereby agree to comply with the applicable requirements under HIPAA and for such purposes to be governed by a separate Business Associate Agreement as set forth under Exhibit B.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. Each party shall hold harmless, defend and indemnify the other party and its affiliates against any and all claims, expenses, losses, damages or causes of action suffered by either party, except to the extent that the other party or its affiliates caused, contributed to or compounded such, that result from (1) any acts or omissions of the other party, or the other party’s employees and representatives, that are negligent, fraudulent or unauthorized, or that result from other party, or other party’s employees’ and representatives’, violation of, or refusal or failure to comply with the terms of this contract or any federal or state law, rule or regulation or (2) any acts or omissions of the Producer’s Independent Brokers that are the result of Producer’s failure to use reasonable and prudent efforts to ensure that Independent Brokers are working in accordance with Pacific Life procedures and product guidelines.

7.2. Errors and Omissions Insurance. Producer will maintain errors and omissions insurance coverage (“E&O Insurance”) at Producer’s own expense in an amount not less than \$1,000,000 per claim and providing coverage for Contracts under this Agreement. Producer shall provide upon request proof of such coverage that is satisfactory to Pacific Life. Producer agrees to assign any proceeds received from their E&O Insurance or any other liability insurance (collectively “insurance policies”) to Pacific Life to the extent of Pacific Life’s loss due to activities covered by such insurance policies. If there is any deficiency, Producer shall promptly pay Pacific Life the amount of such deficiency on demand. Producer shall indemnify and hold harmless Pacific Life from any such deficiency and from the cost of collection.

ARTICLE VIII COMPLAINTS AND INVESTIGATIONS

8.1. Cooperation. Pacific Life and Producer agree to cooperate fully in any customer complaint, insurance regulatory investigation or proceeding or judicial proceeding with respect to Pacific Life or Producer or Producer’s employees, Independent Brokers and representatives to the extent that such complaint, investigation or proceeding is in connection with the Contracts distributed under this Agreement. The parties shall cooperate fully with each other in any regulatory proceeding or judicial proceeding involving the solicitation of applications for, or the servicing of, Contracts by Producer or any of its employees, producers and representatives.

8.2. Producer’s Obligations. Producer shall promptly notify Pacific Life of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding against Producer or any of its employees, Independent Brokers and representatives regarding the Contracts and/or any threatened or filed civil litigation against Producer or any of its employees, Independent Brokers and representatives arising out of solicitation or servicing of the Contracts or allegations that Producer or any of its employees, agents and representatives violated any law, rule or regulation regarding the Contracts. Upon request, Producer shall provide Pacific Life with full details of and correspondence relating to any of the foregoing, including copies of all legal documents pertaining thereto. Any response by Producer to an individual Contract Owner arising out of the conduct of business under this Agreement must be sent to Pacific Life for its approval before being sent to the Contract Owner.

8.3 Pacific Life’s Obligations. Pacific Life shall promptly notify Producer of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding arising from Producer’s solicitation or servicing of the Contracts. Producer shall promptly investigate such complaint or allegation, take appropriate remedial measures and notify Pacific Life of same. The parties shall promptly investigate such complaints or allegations, take appropriate remedial measures, and notify the other party of same.



PACIFIC LIFE

ARTICLE IX GENERAL PROVISIONS

9.1. Confidentiality. Producer acknowledges that information pertaining to any Pacific Life program or service is proprietary in nature and belongs exclusively to Pacific Life. Producer agrees that Producer will not disclose any information concerning Pacific Life programs or services to any person, for consideration or otherwise, unless (a) Pacific Life has authorized such disclosure in writing, or (b) if such disclosure is expressly required by state or federal regulatory authorities and Pacific Life has received notice, in writing, of such disclosure.

Each party acknowledges that in the course of performing this Agreement, it may learn confidential business, trade secret, proprietary or other like information concerning the other party or third parties to whom the other party has an obligation of confidentiality. Each party agrees that it will use such information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement, that it will not disclose such information orally or in writing to any third party without the prior written consent of the other party, and that it will take at least such precautions to protect the other party's confidential and proprietary information as it takes to protect its own. Each party agrees that it will immediately notify the other party if it learns of any unauthorized disclosure by it of confidential information and to cooperate in any reasonable investigation the other party determines is reasonably necessary as the result of such disclosure.

9.2. Waiver. Failure of any of the parties to insist promptly upon strict compliance with any of the obligations of any other party under this Agreement will not be deemed to constitute a waiver of the right to enforce strict compliance.

9.3. Assignment. No assignment of this Agreement or of commissions or other payments under this Agreement shall be valid without prior written consent of Pacific Life. Any purported assignment in violation of this Paragraph 9.3 is void.

9.4. Notice. Any notice required or otherwise given pursuant to this Agreement may be given by facsimile or electronic mail (but not orally) or by mail, postage paid (including any express mail service), transmitted to the last address communicated by the receiving party to the other parties to this Agreement. The current address for mailing purposes of this Agreement shall be set forth on the signature page.

9.5. Severability. To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed in a manner consistent with such law or regulation. The invalidity or illegality of any provisions of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.

9.6. Amendment. Pacific Life may amend this Agreement, including any attached Exhibits or Schedules upon 10 days' written notice to Producer which shall be deemed received the earlier of actual receipt or 10 days after mailing or transmission. The submission of an application for the Contracts by Producer after the date of any such amendment shall constitute such party's agreement to such amendment. No amendment will impair the right to receive commissions as accrued with respect to Contracts issued and applications procured prior to the amendment.

9.7. Termination. This Agreement may be terminated by any party for any reason. It may be terminated, for cause, by any party immediately. Termination of this Agreement shall not impair the right to receive commissions accrued with respect to applications procured prior to the termination except as otherwise specifically provided in the applicable Compensation Schedule. Unless Pacific Life is required by law or statute to terminate immediately, the producer will be given a 7-day notice, in writing, before Termination. Consideration will be given for reinstatement regardless of whether producer is immediately terminated or terminated at the end of the notice period.

9.7.1. **For Cause.** For purposes of this Agreement, "cause" shall include, but not be limited to, the following:

- a. Fraud, embezzlement, or theft;
- b. Willful misconduct damaging to the company, its reputation, products, services, or customers;
- c. Intentional violation of any law or regulation;



- d. Any unauthorized disclosure of any trade secret or confidential information of the company or a subsidiary;
- e. Continued failure to perform duties owed to the company; and
- f. Being charged with a felony or a misdemeanor involving moral turpitude.

9.8. Survival. All representations and warranties made in or pursuant to this Agreement and the provisions of Paragraphs 3.1.7, 3.1.10, 3.2, 6.3, 7.1, 7.2, 8.1, 8.2, 8.3, 9.1 and 9.11 of this Agreement shall survive the termination of this Agreement.

9.9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to the conflict of law provisions thereof. Producer consents to the jurisdiction of the courts of the State of California and to the jurisdiction of federal courts located within California.

9.10. Compliance. A combined agreement is being executed for administrative convenience in lieu of executing separate agreements. The parties agree to abide by all state law, rules and regulations applicable to such party in connection with the performance of its obligations under this Agreement regarding the sale of the respective Contracts. State law, rules and regulations currently require or may require in the future that the parties periodically obtain certain certifications from each other. The parties agree to promptly provide to each other any required certifications. In the event a party fails to provide such certification within the requested timeframe, the other party may take any necessary and appropriate action, including, but not limited to, terminating this Agreement.

9.11 Trademarks. Producer acknowledges Pacific Life's sole and exclusive ownership of its trade names, commercial symbols, trademarks and service marks, whether presently existing or later established (collectively "Marks"). Producer shall not use Pacific Life's Marks in its advertising or promotional materials or otherwise without Pacific Life's prior written consent. All uses of any Marks shall inure exclusively to the benefit of Pacific Life. Pacific Life reserves the right to terminate any consent previously given for the use of a Mark by providing Producer with written notice of such termination. In no event shall the use of a Mark continue after termination of this Agreement. Producer acknowledges that any use of Pacific Life's Mark without prior approval would cause Pacific Life irreparable injury, entitling it to obtain injunctive relief and such other remedies from Producer as may be appropriate.

9.12. Effect of Two Pacific Life Insurers as Parties to This Agreement. If this Agreement is executed by both Pacific Life Insurers, Producer and each such Pacific Life Insurer agree that this Agreement shall be construed and interpreted as two separate and distinct agreements (a) among Pacific Life and Producer and (b) among PL&A and Producer. The rights, duties, obligations, and responsibilities of one Pacific Life Insurer under this Agreement are separate and distinct from the duties, obligations, and responsibilities of the other Pacific Life Insurer. All such rights, duties, obligations, and responsibilities shall exist only between Producer on the one hand, and the respective Pacific Life Insurer on the other hand. No Pacific Life Insurer shall have any responsibility or liability for the actions or omissions of the other Pacific Life Insurer under this Agreement.

9.13. Entire Agreement. This Agreement shall constitute the entire agreement among the parties and supersedes all prior agreements and understandings, whether written or verbal.

SIGNATURES ON NEXTPAGE



Producer

Agreement signed by Producer on Appointment Data Sheet and Execution of Producer Agreement

on _____.

Producer Name: _____

Pacific Life Insurance Company
750 Main Street
Lynchburg, VA 24504

By: _____
Name: Michael Shadler
Title: Vice President
Date: _____

By: _____
Name: Brynn Thabet
Title: Asst. Secretary
Date: _____

Pacific Life & Annuity Company
750 Main Street
Lynchburg, VA 24504

By: _____
Name: Michael Shadler
Title: Vice President
Date: _____

By: _____
Name: Brynn Thabet
Title: Asst. Secretary
Date: _____



PACIFIC LIFE

EXHIBIT A

Fixed annuity contracts for Retirement Solutions Division

Not applicable at this time



EXHIBIT B

**BUSINESS ASSOCIATE AGREEMENT REGARDING USE &
DISCLOSURE OF PROTECTED HEALTH INFORMATION**

This Business Associate Agreement (“BAA”) is entered into by and between Producer (“Business Associate”) and Pacific Life Insurance Company and Pacific Life & Annuity Company (“Covered Entity”).

WHEREAS, Covered Entity and Business Associate are parties to the Pacific Life Insurance Company and Pacific Life & Annuity Company Insurance Non-Variable Producer Agreement (the “Agreement”);

WHEREAS, in the performance of their obligations under the Agreement with respect to life insurance policies with certain long-term care benefit riders, Business Associate may acquire protected health information, including electronic protected health information, regarding Covered Entity’s customers or applicants;

WHEREAS, Business Associate and Covered Entity enter into this BAA to safeguard any protected health information, including electronic protected health information, and to satisfy the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the implementing regulations issued by the U.S. Department of Health and Human Services (45 CFR Parts 160-164) (collectively, “HIPAA”); and

NOW, THEREFORE, Business Associate and Covered Entity, intending to be legally bound, agree as follows:

I. Definitions.

Covered Entity shall mean Pacific Life Insurance Company and Pacific Life & Annuity Company with respect to its long term care line of business.

Designated Record Set shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.

Disclose shall have the same meaning as the term “disclosure” in 45 CFR § 160.103, including the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

Protected Health Information (“PHI”) shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, including all “electronic protected health information” as that term is defined in 45 CFR § 160.103, and limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

Security Rule shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Part 160, 162 and Part 164 Subpart A and E.

Use shall have the same meaning as the term “use” in 45 CFR § 160.103, including the sharing, employment, application, utilization, examination, or analysis of information within an entity that maintains such information.



II. Obligations and Activities of Business Associate.

1. Business Associate agrees to not use or disclose PHI received from, or created or received by Business Associate on behalf of, Covered Entity other than as permitted or required by this BAA or as Required by Law.
2. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA or as Required by Law.
3. Business Associate agrees to mitigate, in cooperation with Covered Entity, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
4. Business Associate agrees to report to Covered Entity any unauthorized use or disclosure of the PHI not provided for by this BAA of which it becomes aware as required by 45 CFR § 164.410 and 164.504(e). Covered Entity is then responsible for any further notification requirements in 45 CFR § 164.404 through 45 CFR § 164.408 as a result of any breach of unsecured PHI.
5. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
6. Business Associate agrees to provide access in a timely manner, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity in order for the Covered Entity to meet the requirements under 45 CFR § 164.524.
7. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
9. Business Associate agrees to document unauthorized disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
10. Business Associate agrees to provide to Covered Entity information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

III. Permitted Uses and Disclosures by Business Associate.

General Use and Disclosure Provisions. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Agreement and pursuant to policies and procedures previously agreed to by the Parties, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Specific Use and Disclosure Provisions.

1. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
2. Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this BAA, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).



4. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
5. Business Associate will develop, implement, maintain and use appropriate and effective administrative, technical and physical safeguards to protect the privacy of PHI, in compliance with 45 CFR 164.530(c), to preserve the integrity, confidentiality and availability of and to prevent unauthorized or prohibited use or disclosure of PHI created for or received by Covered Entity. Business Associate agrees to keep these security measures current and document these security measures in written policies, standards, procedures or guidelines, which Business Associate will provide to Covered Entity upon Covered Entity's written request.

IV. Obligations of Covered Entity.

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall provide notifications in accordance with 45 CFR § 164.404 through 45 CFR § 164.408 as a result of any applicable breach of unsecured PHI.

V. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.

VI. Termination of Agreement. This BAA may be terminated by any party for any reason upon 10 days' prior written notice. It may be terminated, for cause, by any party immediately.

VII. Effect of Termination.

1. Upon termination of this BAA, for any reason, Business Associate shall return, at Covered Entity's expense, or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the Covered Entity determining that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VIII. Miscellaneous.

1. Regulatory References. A reference in this BAA to a section in the Privacy and Security Rules means the section as in effect or as amended.
2. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and HIPAA in general.
3. Survival. The respective rights and obligations of Business Associate under this BAA shall survive the termination of this BAA and the Agreement.

IX. Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and HIPAA in general.