



**PACIFIC LIFE INSURANCE COMPANY AND PACIFIC LIFE & ANNUITY COMPANY
APPOINTMENT OF PACIFIC ASSOCIATE UNDER
NON-VARIABLE PRODUCER AGREEMENT**

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

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

<input type="checkbox"/>	PACIFIC LIFE INSURANCE COMPANY (“PLIC”), an insurance company organized and existing under the laws of the State of Nebraska.
<input type="checkbox"/>	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

_____ (Pacific Associate) is hereby recommended as Pacific Associate in accordance with the provisions of the Pacific Life Insurance Company and Pacific Life & Annuity Company Non-Variable Producer Agreement (the “Non-Variable Producer Agreement”) executed by and among PLIC and/or PL&A and _____ (Producer) with the Pacific Associate appointment effective on the date this appointment is approved by PLIC and/or PL&A.

This 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 have Pacific Life appoint Pacific Associate in connection with the Non-Variable Producer Agreement to solicit and procure applications for and/or service Contracts; and

WHEREAS, Pacific Life wishes to authorize Pacific Associate to solicit and procure applications for and/or service the Contracts;

NOW THEREFORE, in consideration of the promises contained herein, including the attached Exhibit(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.

Compliance Reference Guide – The reference guide made available by Pacific Life to Pacific Associate 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 Pacific Associate 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.

Pacific Associate - An individual who or corporate entity that is state insurance licensed and appointed by a Pacific Life Insurer at the request of Producer for the purpose of soliciting applications for Contracts and who is paid compensation under this Agreement directly by Pacific Life. In connection with life insurance sales only, a Pacific Associate may also recommend additional Pacific Associates or Subproducers to be appointed by Pacific Life under this Agreement.

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

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

Producer – An individual who or corporate entity that is state insurance licensed and appointed by a Pacific Life Insurer for the purpose of soliciting applications for Contracts, and who or that has entered into the Non-Variable Producer Agreement. A Producer recommends a Pacific Associate Producer to be appointed by Pacific Life under this Agreement, earns a percentage of compensation based on the sales of the Pacific Associate, and Producer assumes responsibility for such sales under this Agreement.

Records – Records regarding the Contracts that Pacific Associate 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.

Subproducer – An individual who or corporate entity that is state insurance licensed and appointed by a Pacific Life Insurer at the request of Pacific Associate for the purpose of soliciting applications for Contracts.

Transaction – Any transaction, whether recommended or not, by a Pacific Associate 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 Pacific Associate to solicit and procure applications for and/or service those Contracts offered by Pacific Life from time to time. Pacific Life will make information available to Pacific Associate 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. Pacific Associate shall be appointed by Pacific Life to solicit sales of the Contracts after: (a) Producer or Pacific Associate (where an appointed Pacific Associate is recommending the appointment of another Pacific Associate) recommends Pacific Associate (b) Pacific Life has confirmed Pacific Associate qualifications to sell the Contracts after conducting a thorough background investigation; and (c) who have fulfilled all requisite training requirements for the Contracts for which they will solicit sales. Producer and/or Pacific Associate shall notify Pacific Life immediately if Pacific Associate 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 Pacific Associate or, once appointed, to terminate or refuse to renew the appointment of any Pacific Associate at any time with or without cause upon notice from Pacific Life to Producer and/or Pacific Associate. Upon Pacific Life giving written notice to Pacific Associate of its withdrawal of authority of a Pacific Associate to solicit applications, Pacific Associate will immediately discontinue any such activities.

Producer acknowledges that in connection with life insurance sales only, Pacific Associate has the right to recommend Pacific Associates and/or Subproducers to Pacific Life. Producer further acknowledges that Producer is jointly and severally liable and responsible to Pacific Life for any sales by such Pacific Associates and/or Subproducers.

2.3. Non-Exclusivity. An appointment is 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. Pacific Associate is an independent contractor and not an employee of Pacific Life. Nothing contained in this Agreement or otherwise shall be deemed to make Pacific Associate an employee or agent of Pacific Life for tax or any other purposes.

2.4.1. Pacific Associate 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. Pacific Associate (A) shall be paid a commission on his or her gross sales, 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. Pacific Associate shall be permitted to work any hours he or she chooses;

2.4.4. Pacific Associate 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 Pacific Associate but the Pacific Associate 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 Pacific Associate's status as an independent contractor nor should it be construed as an indication that the Pacific Associate 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. Pacific Associate 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 PACIFIC ASSOCIATE

3.1 Marketing, Sale and Servicing of Contracts. Pacific Associate agrees to use best efforts in marketing, selling and servicing the Contracts in accordance with the terms of this Agreement. Pacific Associate 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, Pacific Associate 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, Pacific Associate will provide written disclosure to applicants about Pacific Associate'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, Pacific Associate 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 Pacific Associate, 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, Pacific Associate 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 Pacific Associate 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 Pacific Associate will be informed of the new product and/or rider, as applicable, through email and/or web site notification, and/or other communications about where the offer and sale of such products and/or such riders, as applicable, has been approved. If Pacific Associate submits an application for a new product and/or rider, as applicable, Pacific Associate will be deemed to have agreed to distribute such new product and/or rider.

3.1.4. Applications. Contract applications shall be taken only on preprinted, state-appropriate application forms supplied by Pacific Life. Pacific Associate 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 Pacific Associate 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. Pacific Associate 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, Pacific Associate 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. Pacific Life will mail all Contracts to the Pacific Associate's business address. Pacific Associate will promptly deliver issued Contracts at which time the Pacific Associate 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. Pacific Associate 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. Pacific Associate will obtain all required replacement documentation.

3.1.8. Servicing Contracts. Pacific Associate 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. Pacific Associate 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. Pacific Associate 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. Pacific Associate agrees to comply with Pacific Life's underwriting and issue requirements and all applicable insurance laws and regulations of the jurisdictions in which the Pacific Associate 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.

3.1.11. Unauthorized Representations. Pacific Associate 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 Pacific Associate 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. Pacific Associate 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 shall pay the Pacific Associate compensation directly on Contracts procured under this Agreement at the rates set forth in the compensation schedules in effect on the application date of the Contracts to which they relate. No compensation shall be earned or payable until the premium is received in cash by Pacific Life and the Contract is placed in force by physical delivery to the Contract Owner. Compensation shall then be paid within thirty days

4.1.1 Pacific Life reserves the right to modify, discontinue, stop marketing or withdraw any product in any jurisdiction and to set the compensation on products not included in the compensation schedules which are now or may hereafter be issued by Pacific Life. Pacific Life reserves the right to change compensation for specific products thirty days following written notice to Pacific Associate. The change shall apply only to Contracts issued based on applications received in Pacific Life's Home Office on or after the effective date of such change.

4.1.2 No compensation shall be allowed, earned, or payable on any Contract which is reinstated after this Agreement is terminated.

4.1.3 The amount, if any, and the time of payment of compensation on replacements, changes, conversions, exchanges, term renewals, premiums paid in advance, policies issued on a "guaranteed issue" basis, life insurance policies issued over age 70, life insurance policies in excess of Pacific Life's retention or life insurance policies requiring reinsurance, and other special cases and programs shall be determined by Pacific Life's underwriting and administrative rules then in effect.

4.1.4 Except for those forms of compensation which continue to be payable after termination of this Agreement as set forth under Section 8.7, compensation shall be payable only so long as this Agreement remains in force.

4.1.5 Pacific Associate shall be solely responsible for compensating its employees, agents, and brokers by commission or otherwise.

4.1.6 Pacific Life may offset the compensation that accrues or may accrue under this Agreement by any indebtedness, advance, debit balance, or chargeback that Pacific Associate is obligated or becomes obligated to repay to Pacific Life and its affiliated companies. As security for payment, Pacific Associate 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. Pacific Associate 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 Pacific Associate to have one or more Pacific Associates or Subproducers contracted under Pacific Associate, then Pacific Associate agrees to be jointly and severally liable with such Pacific Associates or Subproducers for any indebtedness, debit balance or chargebacks against any compensation paid to such Pacific Associates or Subproducers. Producer shall be jointly and severally liable with Pacific Associate for any indebtedness, debit balance or chargebacks incurred by such Pacific Associates or Subproducers.

4.2. Purpose. The parties acknowledge and agree that compensation paid by Pacific Life directly to Pacific Associate or to Producer (pursuant to the Non-Variable Pacific Agreement Agreement) is not intended to influence Pacific Associate or Producer in guiding clients to particular products, whether offered by Pacific Life or others.

ARTICLE V ANTI-MONEY LAUNDERING, OFAC, & DATA PRIVACY

5.1 USA PATRIOT Act. Pacific Associate 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. Pacific Associate will participate in on-going anti-money laundering training on insurance products subject to anti-money laundering regulation.

5.2 OFAC. Pacific Associate 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.

5.3 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 Pacific Associates 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.

5.4 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, Pacific Associate 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 VI INDEMNIFICATION AND INSURANCE

6.1 Indemnification. Pacific Associate will indemnify Pacific Life and its affiliates for, and hold Pacific Life and its affiliates harmless against, all claims, expenses, losses, damages or causes of action suffered by Pacific Life that result from any act or omission of Pacific Associate, or Pacific Associate employees, agents and representatives, that are negligent, fraudulent or unauthorized, or that result from Pacific Associate, or Pacific Associate employees, agents and representatives, violation of, or refusal or failure to comply with: (1) the terms of this contract; or (2) any federal or state law, rule or regulation; except to the extent that Pacific Life or its affiliates caused, contributed to or compounded such. Producer shall be jointly and severally liable with Pacific Associate in connection with any additional Pacific Associates and/or Subproducers.

6.2. Errors and Omissions Insurance. Pacific Associate will maintain errors and omissions insurance coverage (“E&O Insurance”) at Pacific Associate’s own expense in an amount not less than \$1,000,000 per claim and providing coverage for Contracts under this Agreement. Pacific Associate shall provide upon request proof of such coverage that is satisfactory to Pacific Life. Pacific Associate 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, Pacific Associate shall promptly pay Pacific Life the amount of such deficiency on demand. Pacific Associate shall indemnify and hold harmless Pacific Life from any such deficiency and from the cost of collection.

ARTICLE VII COMPLAINTS AND INVESTIGATIONS

7.1. Cooperation. Pacific Life and Pacific Associate agree to cooperate fully in any customer complaint, insurance regulatory investigation or proceeding or judicial proceeding with respect to Pacific Life or Pacific Associate or any of its employees, agents 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 Pacific Associate or any of its employees, agents and representatives.

7.2. Pacific Associate’s Obligations. Pacific Associate shall promptly notify Pacific Life of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding against Pacific Associate or any of its employees, agents and representatives regarding the Contracts and/or any threatened or filed civil litigation against Pacific Associate or any of its employees, agents and representatives arising out of solicitation or servicing of the Contracts or allegations that Pacific Associate or any of its employees, agents and representatives violated any law, rule or regulation regarding the Contracts. Upon request, Pacific Associate 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 Pacific Associate 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.

7.3 Pacific Life’s Obligations. Pacific Life shall promptly notify Pacific Associate of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding arising from Pacific Associate solicitation or servicing of the Contracts. Pacific Associate 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.

ARTICLE VIII GENERAL PROVISIONS

8.1. Confidentiality. Pacific Associate acknowledges that information pertaining to any Pacific Life program or service is proprietary in nature and belongs exclusively to Pacific Life. Pacific Associate agrees that Pacific Associate 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.

8.2. 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.

8.3. 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 8.3 is void. (Alexis: this verbage applies only to the direct pay producer).

8.4. 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.

8.5. 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.

8.6. Amendment. Pacific Life may amend this Agreement, including any attached Exhibit(s) upon 10 days' written notice to Pacific Associate 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 Pacific Associate 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.

8.7. Termination. This Agreement 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. Pacific Associate acknowledges and understands that this Agreement and Pacific Associate Appointment may be terminated, with or without cause, at the sole discretion of Pacific Life, upon written notice to Producer and/or Pacific Associate. Furthermore, this Agreement and this Appointment will terminate automatically upon the termination, for any reason, of the Non-Variable Producer Agreement. 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 Non-Variable Producer Agreement.

Pacific Life shall pay to Associate, the Pacific Associate's successors, assignees or employees, agents or brokers of Pacific Associate, compensation on premiums paid after termination of this Agreement on Contracts issued on applications taken prior to the termination of this Agreement to which the Pacific Associate would have been entitled had this Agreement remained in force.

8.8. 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, 5.3, 6.1, 6.2, 7.1, 7.2, 7.3, 8.1 and 8.11 of this Agreement shall survive the termination of this Agreement.

8.9. 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. Pacific Associate consents to the jurisdiction of the courts of the State of California and to the jurisdiction of federal courts located within California.

8.10. 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.

8.11 Trademarks. Pacific Associate 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"). Pacific Associate 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 Pacific Associate with written notice of such termination. In no event shall the use of a Mark continue after termination of this Agreement. Pacific Associate 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 Pacific Associate as may be appropriate.

8.12. Effect of Two Pacific Life Insurers as Parties to This Agreement. If this Agreement is executed by both Pacific Life Insurers, Pacific Associate 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 Pacific Associate and (b) among PL&A and Pacific Associate. 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 Pacific Associate 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.

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

By signing below, each of the undersigned agrees to have read and be bound by the terms and conditions of this Agreement. Each of the undersigned acknowledges receipt of a copy of this Agreement. Provided that Pacific Life and Producer consent, Pacific Associate may contract other Pacific Associates or Subproducers under this Agreement. Such Pacific Associates or Subproducers, by executing this Agreement, agree to the terms of this Agreement.

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Pacific Life & Annuity Company
700 Newport Center Drive
Newport Beach, CA 92660

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

(Pacific Associate Name)

(Pacific Associate Address)

(Pacific Associate Address)

By: _____
(Pacific Associate Signature)

Name: _____
(print name)

Title: _____
Date: _____

(Producer Name)

(Producer Address)

(Producer Address)

By: _____
(Producer Signature)

Name: _____
(print name)

Title: _____

Date: _____

Producer and Pacific Associate named above agree to be jointly and severally liable with Pacific Associate(s) named below for any indebtedness, advance, debit balance or chargebacks against any compensation paid to Pacific Associate(s) named below under this Agreement. Commission adjustments will first be charged back against the account of the Pacific Associate(s) named below, and if deemed by Pacific Life as being uncollectible, then to the Associate named above, and lastly to the Producer.

(Pacific Associate Name)

(Pacific Associate Address)

(Pacific Associate Address)

By: _____
(Pacific Associate Signature – if applicable)

Name: _____
(print name)

Title: _____

Date: _____

(Pacific Associate Name)

(Pacific Associate Address)

(Pacific Associate Address)

By: _____
(Pacific Associate Signature – if applicable)

Name: _____
(print name)

Title: _____

Date: _____

EXHIBIT A

Fixed annuity contracts for Retirement Solutions Division

Pacific Explorer
Pacific Frontiers II
Pacific Income Provider
Pacific Index Choice
Pacific Expedition

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT REGARDING USE & DISCLOSURE OF PROTECTED HEALTH INFORMATION

This Business Associate Agreement (“BAA”) is entered into by and between Pacific Associate (“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 Appointment of Pacific Associate Under 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.