



## PACIFIC LIFE Contracting Checklist

Agent/ Agency: \_\_\_\_\_

Direct Upline: \_\_\_\_\_ Agent #: \_\_\_\_\_

### Documents To Be Completed & Returned:

- ☐ Appointing Producer Agreement and Compensation Hierarchy Assignment Form
- ☐ Appointment Data Sheet / Background Authorization (ADS)
- ☐ VectorOne Debit-Check Agent/ Agency Authorization Form
- ☐ W-9 Form
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O
- ☐ PL Promise Term Annualization Rules:
  - If interested: just fill in your name and last four digits of your Social Security #.
  - If NOT interested: cross the page off or write "n/a". But please return the page to us regardless.

### SEND TO:

**Mail:** Attention: Life Licensing  
American Brokerage Services  
803 East Willow Grove Avenue  
Wyndmoor, PA 19038  
**Email:** lifesubmission@absgo.com



805 E. Willow Grove Avenue-Suite 2B  
Wyndmoor, PA 19038  
[WWW.ABSGO.COM](http://WWW.ABSGO.COM)  
Phone: 215.233.9410  
Fax: 215.233.9416

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### **States Requiring Income Tax Withholding for Non-Resident Commissions**

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board  
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue  
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue  
<https://www.revenue.pa.gov/>



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

#### BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**Agent/Agency Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### FOR COMPANY USE ONLY

##### AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



**Appointing Producer Agreement and Compensation Hierarchy Assignment Form**

*(To be completed by the Primary Producer only)*

**\*Primary Producer is: BGA, GA, IMO/MO, or Top-Level Producer**

Select all product lines for which you are requesting appointment and complete each appropriate section. Provide the producer / agency codes if applicable and commission/rate level for each of the Pacific Life Companies listed below. Provided producer is properly licensed, they may be appointed to sell only those products for which your firm or agency is contracted to sell.

Please check the applicable box below. **Note:** Updates to an existing relationship will only apply to applications submitted after the receipt of this request by the Pacific Life home office.

- ☐ New Producer relationship   ☐ Additional Producer relationship   ☐ Replace existing Producer relationship  
☐ Other (Contract Change-please specify) \_\_\_\_\_

\_\_\_\_\_  
New/existing Producer Name

\_\_\_\_\_  
New/existing Producer Code(s) if applicable

\_\_\_\_\_  
Tax ID/SSN or NPN

Reporting to: \_\_\_\_\_  
Direct Upline Name (if applicable)

\_\_\_\_\_  
Producer Code(s) if applicable

**Marketing Affiliation (if applicable)**

- ☐ None   ☐ Name \_\_\_\_\_

**Add Variable Relationship**

\_\_\_\_\_  
Broker Dealer

\_\_\_\_\_  
CRD #

\_\_\_\_\_  
Producer CRD Number

**Contracting Producer's Compensation/Rate Schedule assigned.** Enter the applicable compensation schedule name in the lines below

- ☐ N/A – Producer is not paid directly \_\_\_\_\_

**Fixed Life/Annuity**

**Variable Life/Annuity**

**Pacific Life Insurance Company**

**BD Schedule on file**

Compensation paid to contracting producer is based upon information provided on this **Appointing Producer Agreement and Compensation Hierarchy Assignment Form** and applicable Pacific Life compensation schedule.

X   
\_\_\_\_\_  
Signature of Primary Producer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Primary Producer Tax ID/SSN or NPN

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Primary Producer Code

**Life DocType: ADS**

P.O. Box 2109, Omaha, NE 68102-2109  
(800) 800-6416 ext: 3010, Fax: (866) 964-4861  
[DocCenterCandL@PacificLife.com](mailto:DocCenterCandL@PacificLife.com)

**PL Promise DocType: APPOINTMENT**

P.O. Box 2375, Omaha, NE 68103-2375  
(800) 800-6416 ext.3010, Fax: (949) 219-8816  
[LYNFrontEndLicComm@PacificLife.com](mailto:LYNFrontEndLicComm@PacificLife.com)

**Annuities DocType: APPT**

P.O. Box 2378, Omaha, NE 68103-2378  
(800) 722-2333, Fax: (888) 837-8172  
[AnnuityService@PacificLife.com](mailto:AnnuityService@PacificLife.com)



## Appointment Data Sheet/Background Authorization (ADS)

Please print clearly and complete all information below unless a field marked as "if applicable" is not applicable.

Pacific Life Insurance Company (PLIC) is licensed in all states except New York. Product availability and features may vary by state. Pacific Life & Annuity Company (PL&A) is licensed in the state of New York. **PLIC and PL&A are individually referred to as a "Pacific Life Insurer" and collectively as the "Pacific Life Insurers" or "Pacific Life". Please complete all questions that apply, below.**

By signing this Appointment Data Sheet (ADS), I certify that I read, understand, and agree to the terms set forth in this [Non-Variable Producer Agreement](#) (a copy of which has been made available to me; and a final executed copy will be provided to me by Pacific Life). I further certify and agree that the terms and conditions in this Non-Variable Producer Agreement are incorporated herein by reference, in their entirety, and made a part of this ADS as set forth fully herein. In the event of any conflict or inconsistency between the provisions of this ADS and those of the provisions of this Non-Variable Producer Agreement, the Non-Variable Producer Agreement shall govern and control.

### (1) Producer Information

**Appointment Type:** ☐ Individual ☐ Officer/Principal

☐ Include Variable (if "Yes") Broker/Dealer \_\_\_\_\_

**An asterisk (\*) denotes required fields**

**\*Name** First, Middle, Last, Suffix (as it appears on resident license)

**\*National Producer Number (NPN)**

**Producer CRD#**  
(If requesting Variable)

**\*Date of Birth**

**Place of Birth Country**

**Place of Birth City**

**Place of Birth State**

**Producer Title, if contracting an organization**

**Resident Address** (No PO Box)

(Street)

(Apt)

(City)

(State)

(Zip Code)

**Business Address**

(Street)

(Ste)

(City)

(State)

(Zip Code)

**\*Business Phone**

**Business Fax #**

**\*E-mail Address**

Preferred mailing address:

☐ Resident

☐ Business

Previous Names, if applicable: \_\_\_\_\_

List **all** previous names, using a separate sheet if necessary.

**Life DocType: ADS**

P.O. Box 2109, Omaha, NE 68102-2109  
(800) 800-6416 ext.3010, Fax (866) 964-4861  
[DocCenterCandL@PacificLife.com](mailto:DocCenterCandL@PacificLife.com)

**PL Promise DocType: APPOINTMENT**

P.O. Box 2375, Omaha, NE 68103-2375  
(800) 800-6416 ext.3010, Fax: (949) 219-8816  
[LYNFrontEndLicComm@PacificLife.com](mailto:LYNFrontEndLicComm@PacificLife.com)

**Annuities DocType: APPT**

PO Box 2378, Omaha, NE 68103-2378  
(800) 722-2333, Fax: (888) 837-8172  
[AnnuityService@PacificLife.com](mailto:AnnuityService@PacificLife.com)

## (2) Incorporated Entity, Partnership or LLC Appointment Information

*Only required if contracting an organization*

\***Appointment Type:** ☐ Partnership ☐ Incorporated Entity ☐ LLC ☐ Other \_\_\_\_\_

\***Entity Name** (as it appears on resident license) \_\_\_\_\_

\***National Producer Number (NPN)** \_\_\_\_\_

\***CRD#** (If Broker/Dealer) \_\_\_\_\_

\***Business Address**

(Street)

(Ste)

(City)

(State)

(Zip Code)

\***Business Phone** \_\_\_\_\_

**Business Fax #** \_\_\_\_\_

**Website Address** (If applicable) \_\_\_\_\_

\***E-mail Address** \_\_\_\_\_

## (3) \*Certification of Taxpayer Identification Number

Individual Taxpayer I.D. Number: \_\_\_\_\_ Corporate Taxpayer I.D. Number: \_\_\_\_\_

Under penalties of perjury, I certify that;

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. Citizen or other U.S. person (defined in the instructions in item 3 of the Certification on the official IRS Form W-9).
4. I am exempt from FATCA reporting (defined in the instructions in item 4 of the Certification on the official IRS Form W-9).

Note: ☐ You must check here if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

## (4) Individual or Agency Principal Appointment Information

Please list all states (abbreviations) you will be soliciting business in here.

Appointment States requested. Just in Time appointment processing applies.

Pacific Life will obtain your license details from the National Insurance Producer Registry (NIPR) for you.

*Only Pacific Life & Annuity Company is licensed in New York*

License Information	State	Check if requesting Accident & Health	Check if requesting Variable	CRD# (Variable only) <a href="https://brokercheck.finra.org/">https://brokercheck.finra.org/</a>
Resident State:		<input type="checkbox"/>	<input type="checkbox"/>	
Non-resident:		<input type="checkbox"/>	<input type="checkbox"/>	
Non-resident:		<input type="checkbox"/>	<input type="checkbox"/>	

**\*Please include proof of Annuity and/or Long-Term Care (LTC) Education for Annuity and/or LTC sales (DocuSign: use attachment icon).**

In the event you intend to solicit securities-related products, CRD number is required.

\*If seeking FL appointment, please list all counties you will be doing business in here: \_\_\_\_\_

## (5) Business Practice Questions

Indicate details for each "Yes" response below in Section 6 for Individuals, Officer/Principal, and Business Entity.

Question	Response
If you answer "Yes" to any of these questions, provide details in the corresponding fields of the Business Practice Question and Responses in Section 6.	
1. Do you or your contracting agency have any outstanding debt(s) with any insurance company or companies, or does any insurance company allege that you or your contracting agency owe it money or have unsatisfied chargebacks or other debts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Do you or your contracting agency currently have any outstanding and/or unsatisfied past due debts, judgments, or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. In the past 10 years, have you or your contracting agency ever defaulted on a loan, or extension of credit, or made a compromise with creditors, filed a bankruptcy petition, or been declared bankrupt or insolvent, either personally or in business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Has a bonding company ever denied, paid out or revoked a surety or fidelity bond for you or your contracting agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you or your contracting agency ever been charged with, been convicted of, or plead "nolo contendere" ("no contest") to: (a) Any felony other than minor traffic offenses? (b) Any misdemeanor offenses? (c) Any violation of state insurance department regulation or statute? (d) Any violation of federal or state securities or investment related regulation or statute?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Have you or your contracting agency ever been subject of an investment or insurance related consumer-initiated complaint or proceeding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you or your contracting agency ever had an insurance or securities license denied or revoked by any state or federal regulatory agency? Please identify.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you or your contracting agency now the subject of any complaint, investigation or proceeding which could result in a "Yes" answer to any of the above questions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled you or your contracting agency's coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Have you or your contracting agency ever been denied appointment or been terminated for cause by another insurance company, Broker/Dealer or insurance agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No

*If there are changes to any of the above answers, you must notify us within 10 days.*

## (6) Business Practice Question and Response(s)

*Only required if "Yes" answer in Section 5*

***If additional space is needed, please attach to this document. DocuSign: use attachment icon.***

**Question 1:** Do you or your contracting agency have any outstanding debt(s) with any insurance company or companies, or does any insurance company allege that you or your contracting agency owe it money or have unsatisfied chargebacks or other debts?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

**Your account of the circumstances leading to the situation:**

**Question 2:** Do you or your contracting agency currently have any outstanding and/or unsatisfied past due debts, judgments, or liens against you?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 3:** In the past 10 years, have you or your contracting agency ever defaulted on a loan, or extension of credit, or made a compromise with creditors, filed a bankruptcy petition, or been declared bankrupt or insolvent, either personally or in business?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 4:** Has a bonding company ever denied, paid out or revoked a surety or fidelity bond for you or your contracting agency?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 5:** Have you or your contracting agency ever been charged with, been convicted of, or plead "nolo contendere" ("no contest") to:

- (a) Any felony other than minor traffic offenses?
- (b) Any Misdemeanor offenses?
- (c) Any violation of state insurance department regulation or statute?
- (d) Any violation of federal or state securities or investment related regulation or statute?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 6:** Have you or your contracting agency ever been subject of an investment or insurance related consumer-initiated complaint or proceeding?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 7:** Have you or your contracting agency ever had an insurance or securities license denied or revoked by any state or federal regulatory agency? Please identify:

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 8:** Are you or your contracting agency now the subject of any complaint, investigation or proceeding which could result in a "Yes" answer to any of the above questions?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 9:** Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled you or your contracting agency's coverage?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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**Question 10:** Have you or your contracting agency ever been denied appointment or been terminated for cause by another insurance company, Broker/Dealer or insurance agency?

**Month & Year** \_\_\_\_\_

**Action taken and reasons:**

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**Your account of the circumstances leading to the situation:**

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## (7) Anti-Money Laundering (AML) Training Certification

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I certify that I have received Anti-Money Laundering (AML) training within **the last twenty-four (24) months** relevant to the types of Pacific Life products I am contracted to sell, by one of the following Pacific Life Insurance Company approved continuing education providers.

☐ I certify that I have received Anti-Money Laundering training from the following training provider:

Name of the Provider: \_\_\_\_\_ Date of Training: \_\_\_\_\_

Course Title: \_\_\_\_\_

The following insurance company, Broker/Dealer, or other entity subject to Anti-Money Laundering regulations and training requirements:

☐ I certify that I have received Anti-Money Laundering training from the following entity:

Name of Entity: \_\_\_\_\_ Date of Training: \_\_\_\_\_

**OR**

☐ I do not have current Anti-Money Laundering training and **I am requesting for the Pacific Life-sponsored AML training through A.D. Banker. I agree to complete the course within 48 hours.**

Visit the Pacific Life A.D. Banker website at <https://learn.adbanker.com/pacificlifaml/> to **log in/register** and complete the course.

## (8) Declaration and Authorization

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**I HEREBY CERTIFY** that all responses provided in the Appointment Data Sheet (application) are true and complete.

**I HEREBY CERTIFY** that all responses related to the Anti Money Laundering training requirements are true and complete.

**UNDER PENALTY OF PERJURY**, I hereby certify (1) that the Social Security Number (SSN) and Tax ID Number (TIN) on the Appointment Data Sheet (application) are correct and (2) that I am currently not subject to backup withholding.

**I AGREE** that a photocopy or facsimile of this authorization shall be as valid as the original.

**I HEREBY CERTIFY** that I have the appropriate state insurance licenses for a variable line of authority if replacing a variable life policy or annuity contract (if applicable).

**I HEREBY CERTIFY** that I read, understand, and will comply as necessary with all provisions in [Pacific Life's Privacy Notice](#) and [Compliance Reference Guide](#).

**I HEREBY CERTIFY** that I read, understand, and will comply with all provisions contained in the [Producer Agreement](#).

**I HEREBY RELEASE** Pacific Life, its authorized agents and any persons or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above referenced sources or from the furnishing of the same.

**I HEREBY ACKNOWLEDGE, UNDERSTAND, AND AGREE** that Pacific Life is required to comply with certain provisions of the Employee Retirement Income Securities Act of 1974 (ERISA). For insurance policies Pacific Life deems are subject to ERISA, Pacific Life will provide required information to the Plan Administrator or policy owner when there is no Plan Administrator of record, including, but not limited to, all life insurance producer commissions and overrides paid during the plan year.

**I HEREBY CONSENT** to electronically receiving any communications, documents and notices from Pacific life including those related to Pacific Life applications submitted where I am listed as the contracted producer. I agree to notify Pacific Life of any changes to my e-mail address. In doing so, I understand (1) not all documents and notifications may be currently available in electronic format; (2) Pacific Life will send paper copies of documents if required by state or federal law; (3) I must have a device with ready internet access, an active e-mail account, and the ability to read and retain documents online, or print; (4) electronic delivery of documents will be cancelled if e-mails are returned as undeliverable and I will receive paper documents via U.S. mail instead; and (5) my consent is voluntary and will remain in effect until I revoke it, which I may do at any time by contacting Pacific Life.

### SIGNATURE OF PRODUCER



DATE (MO/DAY/YR) \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## (9) Fair Credit Reporting Act Disclosure

**THIS IS TO INFORM YOU** that as part of our procedure for processing your licensing/appointment application, an investigative consumer report may be made, including whereby information may be obtained through personal interviews with third parties such as family members, business associations, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes, but is not limited to, information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. **YOU HAVE THE RIGHT** to make a written request within a reasonable period of time to **Business Information Group, Inc., Phone (800) 260-1680, 1101 Industrial Highway, Suite 200, Southampton, PA 18966** for a complete and accurate disclosure of information concerning the nature and scope of the investigation. If an adverse action is taken based on this information, the credit reporting agency did not make this decision and is unable to provide you with specific reasons for the adverse action. A Summary of Your Rights Under the Fair Credit Reporting Act is linked here:

[https://files.consumerfinance.gov/f/documents/bcfrp\\_consumer-rights-summary\\_2018-09.pdf](https://files.consumerfinance.gov/f/documents/bcfrp_consumer-rights-summary_2018-09.pdf).

If a consumer report is obtained and you reside in a state with a legal requirement to provide a free copy of the consumer report upon request, you may do so by contacting the Business Information Group, Inc., at the phone number and address provided.

### California Residents:

Pursuant to the California Investigative Consumer Reporting Agencies Act, Pacific Life Insurance Company is required to provide you with the summary of provisions listed below.

California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- A) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- B) Files maintained on a consumer shall be made available for the consumer's visual inspection as follows:
  - 1. In person, if he/she appears in person and furnishes proper identification. A copy of his/her file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - 2. By certified mail, if he/she makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - 3. A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- C) The term "proper identification" as used in subdivision (B) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, Social Security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself/herself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify identity.
- D) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished to him/her pursuant to Section 1786.10.
- E) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- F) The consumer shall be permitted to be accompanied by one other person of his/her choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence. As part of our procedure for processing your licensing/appointment application, an investigative consumer report may be made, including whereby information may be obtained through personal interviews with third parties such as family members, business associations, financial sources, friends, neighbors, or other with whom you are acquainted. This inquiry includes, but is not limited to, information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. **YOU HAVE THE RIGHT** to make a written request within a reasonable period of time to **Business Information Group, Inc., Phone (800) 260-1680, 1101 Industrial Highway, Suite 200, Southampton, PA 18966** for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

**TO WHOM IT MAY CONCERN:** I hereby authorize any employer, insurance company, general or managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department, or individual having any information relating to my activities to release such information to Pacific Life Insurance Company, 700 Newport Center Drive, Newport Beach, CA 92660, or any consumer reporting agency acting on behalf of Pacific Life. This information may include, but is not limited to, history, including information as to character, general reputation and mode of living.

**I HEREBY ACKNOWLEDGE** that I read, understood, received, and retained for my records a copy of the Fair Credit Reporting Act Disclosure as set forth above. I AGREE that a photographic copy of this authorization shall be as valid as the original.

For California Residents: The data you are providing in this application is used for the purposes set forth in the privacy policy located at: [PacLife.co/CA-Producer](https://www.pac-life.com/CA-Producer).

### SIGNATURE OF PRODUCER



DATE (MO/DAY/YR) \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

## (10) Direct Deposit

I hereby authorize **PACIFIC LIFE INSURANCE COMPANY/PACIFIC LIFE & ANNUITY COMPANY ("PL/PL&A")** to initiate direct deposits to my account at the financial institution named below. I understand that all types of compensation received from **PL/PL&A** for the Tax ID mentioned below will be directly deposited. In the event **PL/PL&A** deposits funds in error into my account, I authorize **PL/PL&A** to debit my account for an amount not to exceed the original amount of the erroneous credit at the financial institution named below. This authorization will remain in effect until **PL/PL&A** receives a written cancellation notice from me in such time to allow **PL/PL&A** reasonable time to act on it. A new authorization must be completed if I change or close my account or change financial institutions. Failure to do so will cause a delay in receiving my deposit.

☐ Establish new direct deposit    ☐ Change Existing Account(s)    ☐ Cancel direct deposit

Name of Financial Institution: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Checking Account Holder Name: \_\_\_\_\_

*For help determining the bank routing and account numbers, please review the SAMPLE CHECK below.*

*You must sign below in order to process your appointment and to execute the required EFT authorization.*

Producer or Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Producer Name: \_\_\_\_\_

Producer Tax ID #: \_\_\_\_\_

*See Sample check below indicating where to locate required account information.*

### SAMPLE CHECK



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**Pacific Life Insurance Company**  
**PL PROMISE TERM ANNUALIZATION RULES**

**APPROVALS:** Top Level must submit any annualization request, and authorize annualization for any downline relationship. And any annualization acceptance is at the discretion of Pacific Life Licensing and Commissions leadership. An approval or a rejection will be communicated to the Top Level and the Producer upon completion.

**LIMITATIONS:** The annualization max per case is \$2,500 and the max annualization balance is \$25,000. Annualization is only paid on term policies placed in force that have a premium modal factor of monthly, quarterly or semi-annual. Annualizations above the stated limits will be paid on an as-earned basis.

**ANNUALIZATION FACTOR:** 80% of first year commission is annualized.

**FEE:** There is no fee for annualization for PL Promise Term.

**EFFECTIVE DATE:** Annualization will not apply to any business placed in force prior to the effective date or the date the company receives and processes the request.

**RECOVERY OF UNEARNED ANNUALIZED COMMISSIONS:** Producers are liable to Pacific Life for any overpayment of commissions that occur, as a result of annualizations, and agree Pacific Life will recapture and/or recoup commissions in accordance with the existing compensation schedule. By signing below the Top Level agrees with the indebtedness guidelines as outlined in the Producer Agreement, which will result in a roll-up of commissions that remain unpaid after Pacific Life has made demand for repayment.

**TERMINATION:** Termination of the annualization may be given with written notice from the Producer or Top Level. Pacific Life also, may at its sole discretion, terminate annualization by giving written notice. Pacific Life may amend, suspend or terminate annualization based on, but not limited to, criteria such as placement rate and sales practices.

**Plan Code** ANN080 ☐

<b>PRODUCER NAME</b>	
<b>PRODUCER NPN or LAST 4 OF SSN</b>	
<b>TOP LEVEL NAME</b>	
<b>TOP LEVEL CODE(S)</b>	

**SIGNATURES (must be executed by the Top Level)**

By:                     *Dan Outby*                    

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Return to the Pacific Life Licensing and Commissions Team for processing at: [LynFrontEndLicComm@pacificlife.com](mailto:LynFrontEndLicComm@pacificlife.com)  
or 949.219.8816

*PLEASE KEEP FOLLOWING PAGES  
FOR YOUR REFERENCE.*

*DO NOT SUBMIT THEM TO ABS.*





## PACIFIC LIFE Contracting Checklist

Agent/ Agency: \_\_\_\_\_

Direct Upline: \_\_\_\_\_ Agent #: \_\_\_\_\_

### Documents To Be Completed & Returned:

- ☐ Appointing Producer Agreement and Compensation Hierarchy Assignment Form
- ☐ Appointment Data Sheet / Background Authorization (ADS)
- ☐ VectorOne Debit-Check Agent/ Agency Authorization Form
- ☐ W-9 Form
- ☐ Individual State License(s)
- ☐ Corporate State License(s) (If Applicable)
- ☐ Proof of E&O
- ☐ PL Promise Term Annualization Rules:
  - If interested: just fill in your name and last four digits of your Social Security #.
  - If NOT interested: cross the page off or write "n/a". But please return the page to us regardless.

### SEND TO:

**Mail:** Attention: Life Licensing  
American Brokerage Services  
803 East Willow Grove Avenue  
Wyndmoor, PA 19038  
**Email:** lifesubmission@absgo.com

Contracts – Fixed annuity contracts and non-variable life insurance, dental, vision, short- and long-term disability insurance policies and other types of insurance offered, including any riders to those policies and contracts, issued by a Pacific Life Insurer, which are not registered with the SEC.

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 electronically available by Pacific Life to Producer at [PacifiClife.com](http://PacifiClife.com), 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.

Our Privacy Notice – Pacific Life's notice to consumers providing its policy and practices concerning the collection and protection of consumer personal information. Our Privacy Notice is available electronically at [PacLife.co/customer-privacy-notice](http://PacLife.co/customer-privacy-notice).

Payee – Refers to a Producer who is compensated 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.

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

Primary Producer – an individual or corporate entity that is state insurance licensed and appointed by a Pacific Life Insurer for the purpose of soliciting applications for Contracts. 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. A Primary Producer may recommend another Producer to be appointed by Pacific Life under this Agreement that may be paid directly by Pacific Life, the Primary Producer and/or an otherwise authorized Producer.

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.

Subproducer – An individual or corporate entity that is state insurance licensed and appointed by a Pacific Life Insurer at the request of the Primary Producer and/or an otherwise authorized Producer for the purpose of soliciting applications for Contracts. Subproducers are not paid directly by Pacific Life, do not receive a compensation schedule and as such, are not identified as a Payee as defined in this Agreement. Subproducers may not recommend another Producer be appointed by Pacific Life.

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 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, producers, 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 shall be appointed as required by state insurance regulations, by Pacific Life to solicit sales of the Contracts 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 written 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.

Primary Producer and/or an otherwise authorized Producer acknowledges that they have the right to recommend Producers to Pacific Life. Primary Producer and/or an otherwise authorized Producer further acknowledges that they are jointly and severally liable and responsible to Pacific Life for any sales by such Producers.

- 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.** Producer is an independent contractor and not an 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, 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 written 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 commercially reasonable 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, the compensation received for services performed under this Agreement, and any other required disclosures, including but not limited to the following.
- 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, through e-mail and/or website notifications, 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, if applicable.
- 3.1.4. **Applications and Enrollments.** Contract applications shall be taken only on state-appropriate application forms supplied by Pacific Life. If applicable, only enrollment forms or processes approved and supplied by Pacific Life may be used. 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 individual fixed annuity contracts and individual non-variable life insurance policies 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 individual 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. Pacific Life will make Contracts available to the Producer for individual fixed annuity contracts and individual non-variable life insurance policies. Producer will promptly deliver issued Contracts at which time the Producer 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.

Pacific Life will deliver all Group Insurance Contracts to the company or Contract Owner.

- 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 individual fixed annuity contracts and individual non-variable life insurance policies, 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 are 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.

Where applicable, Pacific Life will ensure that Contracts covered by this Agreement are appropriate and suitable in accordance with applicable law, rules and regulations governing suitability.

- 3.1.10. Compliance. Producer agrees to comply with Pacific Life's underwriting and issue requirements, Guidelines, 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 agrees to train and supervise Producer's employees, agents, and representatives.
- 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.
- 3.1.12. Supervision
- a. The Parties acknowledge and agree that Pacific Life does not have any supervisory authority over, or any supervisory responsibility for, Producer, relating to their dealings with clients, and with respect to any transaction where a standard of care is required, notwithstanding Pacific Life's maintenance of a suitability supervision system for purposes of complying with laws, rules and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of annuity and insurance transactions.
  - b. The Parties acknowledge and agree that Producer will provide Pacific Life with an annual certification acceptable to Pacific Life that it has procedures in place to ensure compliance with applicable law, rules and regulations regarding the suitability of life insurance and annuity transactions, or other applicable standards of care.
  - c. Upon Pacific Life's request, Producer will furnish such appropriate records as are necessary to document the training, licensing and diligent supervision and suitability determinations as required by this Agreement and Pacific Life's Guidelines, and agree to allow Pacific Life to conduct a reasonable review as is necessary to determine whether Producer is performing such functions.



- 3.2. **Records.** In accordance with the requirements of federal and state law, rules and regulations and applicable Pacific Life Guidelines, 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. In the event Producer ceases doing business, they will promptly notify Pacific Life of the location and identity of the custodian of records pertaining to the Contracts.

#### 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. If applicable, no compensation shall be earned or payable for life insurance policies issued by Pacific Life until the premium is received by Pacific Life and the policy 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, in its sole discretion, 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.
- 4.1.1. Pacific Life reserves the right to 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 Producer. 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 the following shall be determined by Pacific Life's underwriting and administrative rules then in effect: life insurance policies issued on a "guaranteed issue" or "simplified issue", basis, if applicable; insureds over age 70; policies issued in excess of Pacific Life's retention or life insurance policies requiring reinsurance; replacements; changes; conversions; exchanges; term renewals; premiums paid in advance; and other special cases and programs.
  - 4.1.4. 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 shall 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.
  - 4.1.5. Producer shall be solely responsible for compensating its employees, agents, and brokers by commission or otherwise.
  - 4.1.6. 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, then Pacific Life will effect a chargeback against the Payee.
- 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. Primary Producer and/or an otherwise authorized Producer agrees to be jointly and severally liable for any indebtedness, debit balance or chargeback against any compensation paid to those Producers contracted under them for which they have directed Pacific Life to compensate directly.



- 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. This includes disclosing compensation to individuals or corporate entities which receive compensation for Contracts sold under this Agreement.

#### 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 who engage in sales, solicitation or negotiation of Contracts are at all pertinent times duly licensed and in good standing with Pacific Life pursuant to laws in the jurisdictions in which such activities occur. Producer and its employees, producers and representatives as applicable, who will solicit, sell and deliver, are appointed to represent Pacific Life as required by state insurance regulations, in the appropriate jurisdiction or jurisdictions, and have 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 its employees, producers 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, producer and representatives has not been convicted of any crime that would legally disqualify Producer or any of its employees, producers 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, and each of its employees, producers 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. Producer agrees that it will notify Pacific Life within a commercially reasonable timeframe, if it learns of any unauthorized disclosure by it of NPI and to cooperate in any reasonable investigation Pacific Life 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 A.

## ARTICLE VII INDEMNIFICATION AND INSURANCE

- 7.1. **Indemnification.** Producer 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 Producer, or Producer's employees, producers and representatives, that are negligent, fraudulent or unauthorized, or that result from Producers, or Producer's employees, producers 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.
- 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, provided that (i) Pacific Life incurs loss; and (ii) such loss is due to activities covered by such insurance policies. Any assignment would only be to the extent of such loss. 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, producers 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 at the address specified in Pacific Life's Guidelines, made electronically available to Producer, of any customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding against Producer or any of its employees, producers and representatives regarding the Contracts and/or any threatened or filed civil litigation against Producer or any of its employees, producers 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. The parties shall promptly investigate such complaints or allegations, take appropriate remedial measures, and notify the other party of same.



## 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. **Producer Acknowledgments.**

- a. Producer acknowledges that Pacific Life is not a fiduciary and does not give advice or recommendations regarding insurance products.
- b. Producer acknowledges and agrees that the submission of an application or transaction request shall be deemed to be a representation that the Producer complied with all applicable law, rules and regulations regarding suitability of life insurance and annuity transactions, and/or other applicable standards of care in effect at the time of and applicable to Producer in connection with such submission.
- c. Producer acknowledges that with respect to any advice or recommendation a Producer makes relating to any Contract provided by Pacific Life or any natural persons associated with Pacific Life to Producer while this Agreement remains in effect:
  - Producer is independent of Pacific Life and that the Producer is capable of evaluating financial risks independently, both in general and with regard to particular transactions;
  - Producer acknowledges any assistance provided to Producer by Pacific Life shall not cause Pacific Life to be deemed to be providing individualized financial advice;
  - Producer shall comply with all applicable law, rules and regulations regarding suitability of life insurance and annuity transactions, or other applicable standards of care, including, but not limited to, applicable product and/or other training, disclosure, information collection, documentation, determination, supervision, reporting, audit and surveillance requirements.

- 9.3. **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.

- 9.4. **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.

- 9.5. **Notice.** Any notice required or otherwise given pursuant to this Agreement may be given by 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.

- 9.6. **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.

- 9.7. **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.
- 9.8. **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. This Agreement may terminate immediately upon the loss of Producer's resident state license. This Agreement terminates immediately upon Producer's death. 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.
- 9.9. **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.
- 9.10. **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.
- 9.11. **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.
- 9.12. **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.
- 9.13. **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.
- 9.14. **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 NEXT PAGE



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.

**Producer**

Agreement signed by Producer on Appointment Data Sheet and execution of Producer Agreement on \_\_\_\_\_

**Producer Name:** \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Producer signature obtained on Appointment Data Sheet.  
An executed version of this agreement will be sent to the Producer

## EXHIBIT A

### HIPAA Business Associate Agreement

#### 1. PREAMBLE AND DEFINITIONS.

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), Pacific Life Insurance Company and Pacific Life & Annuity Company ("Covered Entity") and Selling Entities, or any of its corporate affiliates ("Business Associate"), enter into this Business Associate Agreement ("BAA") effective upon execution by a Pacific Life Insurer ("Agreement Effective Date") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("HIPAA Rules"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("PHI") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in the Agreement (the "Underlying Agreement").

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") and under the American Recovery and Reinvestment Act of 2009 ("ARRA"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy Rule") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

#### 2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required by Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent the use or disclosure of PHI other than as provided for by the BAA.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within five (5) business days of "discovery" within the meaning of the HITECH Act. Such notice shall be made via email to [CorpCompliancePrivacy@PacificLife.com](mailto:CorpCompliancePrivacy@PacificLife.com) and shall include the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed in connection with such Breach. Business Associate also shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time. Covered Entity



shall have sole control over the timing and method of providing notification of the Breach to the affected individual(s) or others.

2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to make available PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Except as provided in this BAA, in the event Business Associate receives an access request directly from an individual, Business Associate will redirect the individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. Except as provided in this BAA, in the event Business Associate receives an amendment request directly from an individual, Business Associate will direct the individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. Except as provided in this BAA, in the event Business Associate receives a request for an accounting of disclosure or other similar request directly from an individual, Business Associate will redirect the individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity

only during the three years prior to the date on which the accounting is requested, as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### 3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5), and only in connection with providing services to Covered Entity under the Underlying Agreement; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity.

3.2 Business Associate may use or disclose PHI as Required by Law.

3.3 Business Associate shall determine the amount of protected PHI necessary for its purposes and shall limit its requests, uses, and disclosures to the minimum necessary PHI required to accomplish the intended purpose. Business Associate shall follow any minimum necessary policies and procedures provided by Covered Entity.

3.4 Business Associate may use PHI to provide data aggregation services to Covered Entity relating to Covered entity's health care operations.

3.5 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

3.6 All other uses and disclosures by Business Associate not authorized by this BAA are prohibited.

### 4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.2 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 Rule if done by Covered Entity, except as provided under Section 3 of this BAA.



## 5. COMPLIANCE WITH SECURITY RULE.

5.1 Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "Electronic Health Record" or "EHR" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

## 6. INDEMNIFICATION.

Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights that any of the Indemnified Parties may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

## 7. TERM AND TERMINATION.

7.1 This BAA shall be in effect as of the Agreement Effective Date, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 7.2.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.

7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed ten calendar (10) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

7.3 Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

## 8. MISCELLANEOUS.

8.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the Consolidated Appropriations Act, 2021 (CAA-21), the HIPAA Rules, and any other applicable law.

8.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.3 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original. Except to the extent preempted by federal law, this BAA shall be construed in accordance with the laws of the State of California, without giving effect to the conflict of law provisions thereof. Business Associate consents to the jurisdiction of the courts of the State of California and to the jurisdiction of federal courts located within California.



**NON-SOLICITATION ADDENDUM TO NON-VARIABLE  
PRODUCER AGREEMENT**

This Non-Solicitation Addendum to the Non-Variable Producer Agreement ("Addendum"), is entered into between Pacific Life Insurance Company ("Pacific Life") and Producer, and added to this Non-Variable Producer Agreement ("Agreement"). This Addendum shall become effective upon execution by Pacific Life. This Addendum shall not apply to Contracts issued in New York.

**NOW THEREFORE**, in consideration of the mutual promises made herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree to the provisions of this Addendum as follows:

1. Producer shall not sell, solicit, transact, or negotiate (as those terms are defined under applicable state laws) any Contracts unless Producer is properly licensed for the given state and for that line of authority, and appointed by Pacific Life to solicit sales of the Contracts. Further, Producer will not imply or represent to the public, whether orally or in writing, that he or she is a licensed producer in such given state unless so licensed.
2. Pacific Life may compensate Producer for Contracts sold in a state where he or she is not licensed. Pacific Life will only pay such compensation so long as it is not prohibited by state law and a Pacific Life producer who is licensed in that state at the time of sale has directed Pacific Life to compensate Producer for certain Contracts.
3. If, at any time, Producer determines that he or she will (or intends to) engage in any of the activities set forth in paragraph 1, either directly or indirectly through employees, producers, or representatives of Producer, he or she shall comply with all applicable license and appointment regulations for the given state in which these activities may or will occur.
4. To the extent any provision of this Addendum conflicts with relevant provisions of the Agreement, the provisions set forth in this Addendum shall supersede such provisions.
5. Producer and Pacific Life acknowledge and agree that this Addendum does not otherwise amend or alter the obligations of Producer and Pacific Life pursuant to the Agreement. Further, this Addendum is not intended to limit in any way the rights of Pacific Life under the Agreement, including the right to offset and chargeback compensation pursuant to the terms of the Agreement.
6. This Addendum may be unilaterally terminated or further amended at any time and for any reason by Pacific Life in its sole and absolute discretion immediately upon 10 days written notice to the Producer.