

ADVISORY FEE WITHDRAWAL REQUEST

CONTACT INFORMATION:

Pacific Life Insurance Company P.O. Box 2378 Omaha, NE 68103-2378

Clients: (800) 722-4448 Financial Professionals: (800) 722-2333 RIA: (833) 953-1863 Fax: (888) 837-8172

CONTACT INFORMATION (for New York only):

Pacific Life & Annuity Company P.O. Box 2829 Omaha, NE 68103-2829

Clients & Financial Professionals: (800) 748-6907 **Fax:** (800) 586-0096 Email: <u>AnnuityService@PacificLife.com</u> Web Site: <u>www.PacificLife.com</u>

ALL OVERNIGHT DELIVERIES:

Pacific Life Insurance Company 6750 Mercy Rd, RSD Omaha, NE 68106

Use this form to request a fee withdrawal from your client's Pacific Life annuity contract to pay advisory fees. Prior to any advisory fee withdrawal requests, Pacific Life must have a completed Advisory Authorization form providing authorization from your client to process advisory fees from their annuity.

This form can only be used for annuity products approved for advisory business by the selling broker-dealer.

1 GEN	ERA	L INFORMAT	ION Owner's	Name (First,	Middle, Las	it)	Annuity Contract Number	
Firm	Тур	e 🗆	RIA Firm	🗆 TP	IA Firm		Broker Dealer	
Firm	Firm CRD Number/Identification Number (If Applicable)					Firm Name		
Firm	Prin	nary Contact N	lame (First and Last)				Firm Telephone Number	
2 ONE-TIME WITHDRAWAL FOR ADVISORY FEES ¹ Complete this section for a One-Time Advisory Fee Withdrawal. One-time percent withdrawals are not available for Pacific Odyssey.							n for a One-Time Advisory Fee Withdrawal. One-time percent	
WILLIG	llaw		ent Amount			_%	Dollar Amount \$	
3 SYSTEMATIC ADVISORY FEE WITHDRAWAL Complete this section to setup a Systematic Advisory Fee Withdrawal Program. F information on fee withdrawal options and payment dates, please see page 3.								
A. WITHDRAWAL OPTION ¹								
		🗆 Annu	al Percent			_%	Dollar Amount \$	
	B. START FEE CALCULATION EFFECTIVE DATE Annual Percen Annual Percent fee withdrawal should begin to be calculated.					t fee withdrawals only. Please select the start date for when the		
	As of contract issue date Calculation as of							
	 Average Daily Contract Value Annual Percent of Contract Value 							
	D. FREQUENCY AND PAYMENT SCHEDULE Please select one.							
		□ Quar □ Semi	hly – 1/31, 2/2 terly – 3/31, 6 -Annually – 6/ ally – 12/31	/30, 9/30, 12	/31			

¹ If the Pacific Advisory Fixed Indexed Annuity product or the Portfolio Income Protector benefit is elected, advisory fee withdrawals are limited to 1.50% of the account value for the calendar year. Advisory fee withdrawals greater than 1.50% are not allowed.

Pacific Life refers to Pacific Life Insurance Company (Newport Beach, CA) and its affiliates, including Pacific Life & Annuity Company. Pacific Life Insurance Company is the issuer in all states except New York. Pacific Life & Annuity Company is the issuer in New York.





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Annuity Contract Number _

4	PAYEE INSTRUCTIONS If EFT instructions are not received in good order, Pacific Life will process the fee as a check to the Firm (if all other
	instructions are in good order).

□ Electronic Fund Transfer (EFT)

□ Check

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Payee's Name (Advisory Fees may only be paid out to the Firm)	Financial Institution Name
Financial Institution ABA Number	Financial Institution Account Number

SOURCE To have the advisory fee withdrawal taken proportionately from all the investment or allocation options, leave this section blank. If you want the withdrawal taken from specific investment or allocation options, write the name of the investment option(s) in the section below. You must also indicate the amount to be withdrawn from the investment option(s) as either a whole percentage or dollar amount (but not both). Make sure that percentages total 100% and dollar amounts total the entire withdrawal.

Source Fund	Amount \$/%
Source Fund	Amount \$/%
Source Fund	Amount \$/%
	Total \$/%

6 CERTIFICATION AND SIGNATURE

I certify that I am qualified as a Registered Investment Advisor/Third Party Investment Advisor or Financial Professional selling through a Broker Dealer and authorized to engage in professional advisory activities.

I understand that Pacific Life will not be providing tax reporting or withholding with respect to this advisory fee to the advisory firm.

I understand that Pacific Life will not be held responsible for determining the suitability or accuracy of any fee calculation, including the frequency or reasonableness of each such withdrawal request to pay any fee.

I understand that any one-time fee withdrawal instructions received after an event that terminates the RIA/TPIA/Broker Dealer's authority to request advisory fee withdrawals (e.g., death, change of ownership, full surrender, annuitization, etc.) will not be processed.

I understand that it is my responsibility to notify Pacific Life in order to discontinue an existing systematic advisory fee withdrawal program in the event that the relationship with the contract owner is terminated. Systematic advisory fee withdrawals may be prorated in certain situations on systematic advisory fee programs with the average daily value calculation. If the contract is fully surrendered, 1035 exchange/transfer is processed, or annuitized, systematic advisory fee withdrawals will be prorated as of the date the request is received in good order. Additionally, upon initial notification of an owner/annuitant's death to Pacific Life, a prorated advisory fee withdrawal will be determined based on the date of death on an existing systematic withdrawal fee program. Pacific Life reserves the right to withhold payment of systematic advisory fee withdrawals until the date of death is confirmed, and may, at Pacific Life's discretion, recover any over payment of systematic advisory fee withdrawals processed after the owner/annuitant's death.

I understand any advisory fees withdrawn are not assessed by Pacific Life and are separate from and in addition to any of Pacific Life's contract fees and expenses. Advisory fee withdrawals from the annuity contract reduces the contract value by the withdrawal amount. Additionally, any advisory fee in excess of 1.50% will not impact or reduce any required payments made under the contract. If an optional benefit rider is selected, then there may be additional requirements or restrictions for advisory fee withdrawals. Please refer to the prospectus for any limitations and the overall impact of withdrawals on the contract.

I understand if my client has the Pacific Advisory Fixed Indexed Annuity or the Portfolio Income Protector benefit, allowable withdrawals for advisory fees are limited to 1.50% of the account value for the calendar year. For the Index-Linked Options on Pacific Advisory Fixed Indexed Annuity, advisory fee withdrawals will not impact the interest earned or credited on these amounts withdrawn prior to the end of an Index Term. For the Portfolio Income Protector benefit, these will not be considered a withdrawal under the rider and will not: stop the Annual Credit, reduce the Protected Payment Base or be treated as the first withdrawal for purposes of determining the Protected Payment Amount.

I understand any selections made on this form replace any previous systematic fee withdrawal instructions you have given us.

I agree that if I am providing this form to Pacific Life by email, it is as valid as the original.



Advisor Signature

Title

mo / dd / yr





ADVISORY FEE WITHDRAWAL REQUEST

INSTRUCTIONS

All requests must be received in good order before market close of the New York Stock Exchange to be processed the same business day. Standard market close is 4 PM Eastern, Monday through Friday. This excludes certain holidays where the market may be closed or closes early.

DISTRIBUTION TAX STATUS AND WITHOLDING

Income taxes will not be withheld and any liability with respect to such taxes is the sole responsibility of the owner(s). Please have the owner consult their tax or legal advisor regarding matters associated with the payment of such advisory fees.

Non-Qualified Annuity: For non-qualified contracts, withdrawals made to pay investment advisory fees are not treated as taxable distributions, to the owner, if the fee does not exceed an annual rate of 1.50% of the contract value and the fees are only used to pay for investment advisory fees related to the contract. Any advisory fee withdrawals that exceed 1.50% of the contract value during a calendar year, will be treated as distributions from the contract and reported to the IRS on Form 1099-R. These distributions may be subject to taxation to the owner and a 10% federal tax penalty may apply if the owner is under age 59 1/2.

Qualified Annuity: It is our understanding of current federal tax law that fees taken from qualified contracts to pay for advisory services will not be treated as distributions for tax purposes to the owner (for tax withholding and reporting), and therefore will not be reported on Form 1099-R. Pacific Life reserves the right to modify or terminate this reporting position should the IRS issue further guidance on current federal tax law.

1 GENERAL INFORMATION Provide the Owner's Name, Annuity Contract Number (if known), Firm Type, Firm Identification Number/CRD Number, Firm Name, Firm's Primary Contact Name, and Firm's Telephone Number.

2 ONE-TIME FEE WITHDRAWAL Complete this section if you would like to request a one-time percent or dollar amount. Advisory Fee withdrawal will be processed and calculated as of the date the form is deemed in good order.

- One-time fee percent withdrawal is not available for Pacific Odyssey
- If Portfolio Income Protector Rider is elected, advisory fee withdrawals are limited to 1.50% of the
 account value for the calendar year. Advisory fee withdrawals greater than 1.50% are not
 allowed.

3 SYSTEMATIC FEE WITHDRAWAL Complete this section if you would like to request a systematic fee withdrawal. You may only choose one for each section.

WITHDRAWAL OPTION

- A. Withdrawal Options: Complete this section if you would like to request as an annual percent or dollar amount.
 - 1. Annual Percent: See Calculation Method on how annual percentage is calculated.
 - a. Maximum amount under Pacific Advisory Fixed Indexed Annuity or the Portfolio Income Protector Rider: 1.50% of the contract value is the maximum allowable amount for each calendar year.
 - 2. Dollar Amount: The amount provided will be the amount processed for each fee. Fees paid using this method will not be prorated for any partial periods.
- B. Start Fee Calculation Effective Date: Complete this section on when you would like the calculation start date to be.
 - As of contract issue date: Advisory fee calculation will begin as of the contract issue date
 - Calculation as of date: Advisory fee calculation will begin as of the date provided on this form.
 - If blank, calculation effective date will be the contract issue date, if the contract was issued in the same calendar year.
- C. Calculation Method: Complete this section on how you want your advisory fees to be calculated. For fee percent withdrawals only.
 - 1. Average Daily Contract Value:
 - a. Based on an average of the contract's daily value during the period of the selected frequency.
 - b. Fees are deducted in arrears and calculated proportionately based on the number of days in the period.
 - c. This method is applicable for systematic frequencies only and fees will be calculated at month end, quarter end, end of semi-annual period, or end of the annual period. Payment will be sent the beginning of the next period frequency selected.



	INSTRUCTIONS (Continued)
WITHDRAWAL OPTION (Continued)	 d. Example Calculation Schedule: i. Monthly – 1/31, 2/28, 3/31, etc. ii. Quarterly – 3/31, 6/30, 9/30, 12/31 iii. Semi-Annually – 6/30, 12/31 iv. Annually – 12/31 e. Payment will be processed the next business day after the last day of the previous frequency. 2. Annual Percentage Contract Value: Annual withdrawal percentage of contract value will be divided by the frequency period selected: one-time, monthly, quarterly, semi-annually, or annually. D. Frequency and payment start date will be the last day of the frequency selected. If left blank, frequency start date will be the last day of the next frequency period. 1. Monthly – 1/31, 2/28, 3/31, etc. 2. Quarterly – 3/31, 6/30, 9/30, 12/31 3. Semi-Annually – 6/30, 12/31 4. Annually – 12/31
4 PAYEE INSTRUCTIONS	Advisory fees will be sent based on the instructions provided in Section 4. For EFT, from the time the fee is processed from the contract to the time the funds are received by the financial institution generally takes 2-3 business days.
5 SOURCE	If this section is left blank, advisory fee withdrawals will be taken proportionally from all investment options relative to the account contract value in each option. For an advisory fee withdrawal taken from specific investment options, write the name of the investment option(s) and the dollar or percentage amount in the section below. If at the time the advisory fee is being processed and funds are not sufficient based on your requested investment options, fees will be deducted proportionally from all investment options. If at the next processing date funds are available, the advisory fees will be processed according to your request. Please refer to the prospectus and supplements or visit www.PacificLife.com for a complete list of all available investment options. To request additional investment options, attach a separate sheet signed and dated by the advisor, including all the required information. Note for Pacific Advisory Variable Annuity: If there is an optional living benefit rider on the contract, then the advisory fee withdrawal must be taken proportionately from all the investment options.
6 CERTIFICATION AND SIGNATURE	Certifies that the advisor is qualified and authorized to engage in professional advisor activities. The form must be signed by the Investment Advisor Representative, Third-Party Investment Advisor, or Financial Professional selling through a Broker Dealer referenced on the Advisory Authorization form.