Recordkeeping agreement

|  |  |
| --- | --- |
| Prepared for: | «CLIENT» |

|  |  |
| --- | --- |
| Presented by: | «PRESBY» |
| Date prepared: | «DATE» |
| Issued by: | John Hancock Life Insurance Company «USNY», herein referred to as “John Hancock”, “we”, “us”, or “the Company” |
| Proposal #: | «PROPNO» |
| Expiry date: | «VDATE» |
| «NOTE1» | |

«DEL\_PARAG»{if (IS\_NY == Y)}

**Note: The issuer of the Contract is John Hancock Life Insurance Company of New York. Its legal short name is "John Hancock New York", which is the reference that may be used in the Contract Application. However, for the purpose of this document, it will be referred to as "John Hancock", "we", "us", or "the Company".**

«DEL\_PARAG»{/if}

This agreement is made between John Hancock and the Trustee(s) of or the Responsible Plan Fiduciary for the:

|  |  |
| --- | --- |
| dcrka001 | Plan (the "Plan"). |

The Trustee or the Responsible Plan Fiduciary (if the Trustee is a passive or directed trustee), as applicable, represents that it has the authority to cause the Plan to enter into, maintain or terminate this agreement. The Trustee(s) and the Responsible Plan Fiduciary, as applicable, are collectively hereinafter referred to as “you”.

This agreement provides for services to be rendered by John Hancock to the Plan in connection with, and supplementary to, the contract that will be issued to you by John Hancock (the “contract”), based on the assumptions, terms and selections made in this agreement.

The fees and compensation received, directly or indirectly, by John Hancock in connection with the services provided to the Plan are set forth in this agreement and the following documents (“the supplementary documents”), which collectively set forth the arrangement between you and John Hancock:

* **Supplemental Information Guide**
* **Investment Comparative Chart**«NON\_457\_INV\_INFO»
* **Understanding Your Administrative Services Guide**
* **Important Information for Plan Sponsors** (provided on the **Discover** website(«DISCOVER\_WEBSITE\_URL»))
* **Supplemental Eligible Indirect Compensation Disclosures** (provided on the **Discover** website)

Note: If you have problems accessing the information on the **Discover** website or you would like to obtain a paper copy of the documents, contact your John Hancock representative. You may also choose to print these documents from the website and keep a paper copy for your records.

In consideration of the charges and fees specified in this agreement, John Hancock will provide recordkeeping and administrative services for the Plan, as outlined in the **Understanding Your Administrative Services Guide**.

The services available for your Plan are based on the Plan information provided to us by you or the Third-Party Administrator (TPA) designated in the **Intermediary Information** section of this agreement.

This agreement:

* is effective as of the contract effective date (the “effective date”),
* terminates immediately as of the termination date of the contract, and
* is subject to the laws and regulations of the State where the contract is issued.

Fiduciary status

Except as otherwise described in the **John Hancock Trust Company LLC Agreement For Nondiscretionary Trustee Services**, the offering documents of the Stable Value Sub-accounts and below regarding sub-accounts, none of the services provided under this agreement, the supplementary documents, and the contract are performed by John Hancock, its affiliates, or employees as a fiduciary (as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) of the Plan and its related trust. In making the platform available, John Hancock is not undertaking to provide impartial investment advice in a fiduciary capacity. To the extent John Hancock maintains a sub-account(s) in which the Plan invests, each such sub-account serves solely as a conduit vehicle, all the assets of which (other than those assets required to be applied to the payment of costs that are included in the expense ratio of the sub-account) are required to be invested in the specific mutual fund or other investment vehicle with respect to which such sub-account is established and maintained. John Hancock is a limited fiduciary with respect to the sub-account for the exclusive purposes of holding Plan assets in such sub-account(s), and for selecting and monitoring a third-party registered investment adviser to direct the voting of proxies with respect to such Plan assets. (The identity of such registered investment adviser is available on the Plan Sponsor Website.) Otherwise, John Hancock shall act in a non-discretionary capacity and shall act only in accordance with directions from you, participants and beneficiaries, as provided in this agreement, the contract and the supplementary documents. You shall retain the authority and responsibility for reviewing the Plan documents, ensuring compliance with ERISA (for example, in connection with their instructions, as well as for the instructions of the participants and beneficiaries), and instructing John Hancock accordingly. John Hancock shall not have any authority to select the sub-accounts or other investment vehicles to be made available to the participants and beneficiaries under the Plan, nor will John Hancock or any of its affiliates provide any investment advice or recommendations with respect to such selections.

Subcontracting and assignment

This agreement, its benefits and obligations, are binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This agreement may not be assigned or transferred by either party without the prior written consent of the other party, whose consent will not be unreasonably withheld or delayed, except that John Hancock may assign its rights and obligations under this agreement to any affiliate, subsidiary, successor in interest or purchaser of all or substantially all of its assets. In addition, John Hancock may, in its sole discretion, subcontract the obligations described in this agreement to an affiliate, parent or subsidiary, or utilize the services of a subcontractor for the performance of the services described in this agreement. John Hancock will remain responsible for the performance of the services described in this agreement that are performed by a subcontractor as though such services were performed by John Hancock.

«DEL\_PARAG»{ if (PRODID\_PINPOINTT == N) }

Changes and corrections

Any changes or updates to information about the services provided pursuant to this arrangement, the expense ratios, and the indirect compensation received by John Hancock will be provided to you electronically within the time period required by ERISA. Please refer to the **Understanding Your Administrative Services Guide** for details on the use of electronic delivery to provide communications to you. If any errors or omissions in the information provided to you are brought to our attention, John Hancock will provide you with the correct information within the time period required under ERISA.

«DEL\_PARAG»{/if}{ if (PRODID\_PINPOINTT == Y) }

Changes and corrections

If required, changes or updates to information about the services provided pursuant to this arrangement, will be provided to you by mail or electronically. Please refer to the **Understanding Your Administrative Services Guide** for details on the use of electronic delivery to provide communications to you. If any errors or omissions in the information provided to you are brought to our attention, John Hancock will provide you with the correct information.

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Amendments to this agreement

No amendment of any provision in this agreement is effective unless such amendment is provided in writing and signed by both parties, or as otherwise stated in this agreement. Notwithstanding the foregoing, no written amendment of this agreement is required to reflect any additional new services, or any enhancement to any existing service, that John Hancock makes available to the Plan from time to time. Use of any such service shall constitute its agreement to the terms and conditions under which the service is provided, and this agreement shall be deemed to have been amended without any signed acknowledgement by both parties. Furthermore, we may propose any fee change, merger or substitution of any investment option offered under the contract, or withdrawal or material modification of any of the services provided under the contract, in accordance with the provisions and procedures stated in the contract.

The entire agreement

This agreement and the contract, along with any subsequent amendments that the parties agree to (or are deemed to agree to), and any other supplementary documents and/or instruments referred to herein, comprises the entire agreement and understanding between the parties with respect to the transactions contemplated herein and replaces all prior agreements, arrangements and understandings relating to the applicable subject matter.

«DEL\_PARAG»{ if(ALIGN\_IND == Y) }

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| Important Information regarding changes to JH SignatureTM  Effective May 5, 2014, John Hancock will be making a number of changes and enhancements to our JH SignatureTM retirement plan offering. For more information, refer to the JH SignatureTM2.0 literature (or visit www.myjhsignature2plan.com) and the accompanying Important Notice included with your proposal.  **Note:** It’s important that you review these changes prior to signing the paperwork included in this proposal. |

{/if}«DEL\_PARAG»

«DEL\_PARAG»{ if (PRODID\_PINPOINTT == N)}

The following chart provides an overview of where the information required to be provided to you by John Hancock under Section 408(b)(2) of ERISA can be found:

«DEL\_PARAG»{/if}

«ERISA\_TABLE\_HEAD\_PINPOINTT»

| **Type of**  **Information** | **Location** |
| --- | --- |
| Services | **Recordkeeping Agreement, Supplemental Information Guide«TERMS\_AND\_CONDITION» and Understanding Your Administrative Services Guide**: these documents contain details of all the services available to your Plan under its arrangement with John Hancock, and for which John Hancock receives compensation. The compensation received by John Hancock for the services includes both direct and indirect compensation as described below. |
| Fiduciary Status | * **John Hancock Trust Company LLC Agreement For Nondiscretionary Trustee Services**: provides a description of the responsibilities of John Hancock Trust Company LLC with respect to Plans that have selected the John Hancock Trustee Service. * **Stable Value Sub-account offering documents**: provides a description of the investment management services that various parties provide to the underlying trust in which the Stable Value Fund Sub-account invests; * **Recordkeeping Agreement**, **the agreement** section, **Fiduciary status** subsection:describes the circumstances under which John Hancock is a limited fiduciary with respect to the sub-accounts made available to your Plan under the contract.«NON\_IPM\_FID\_STATUS» |
| Fiduciary Status | * **John Hancock Trust Company LLC Agreement For Nondiscretionary Trustee Services**: provides a description of the responsibilities of John Hancock Trust Company LLC with respect to Plans that have selected the John Hancock Trustee Service. * **Stable Value Sub-account offering documents**: provides a description of the investment management services that various parties provide to the underlying trust in which the Stable Value Fund Sub-account invests; * **Recordkeeping Agreement**, **the agreement** section, **Fiduciary status** subsection:describes the circumstances under which John Hancock is a limited fiduciary with respect to the sub-accounts made available to your Plan under the contract. * **John Hancock Personal Financial Services Agreement for Managed Accounts**: provides a description of the responsibilities of John Hancock Personal Financial Services with respect to Plans that have selected Managed Accounts.«IPM\_FID\_STATUS» |
| Direct Compensation | The total compensation received by John Hancock for the services provided includes direct charges and fees, as well as revenue received from other sources, which together form an integrated pricing model. Accordingly, no individual charge or fee or source of revenue described below should be considered in isolation with respect to any single service.   * **Recordkeeping Agreement**, **Plan costs** section, **Details of plan costs** subsection:provides a summary of the direct charges and fees that John Hancock receives for the services provided under this arrangement; these fees and charges are deducted from participant accounts or billed to the Plan Sponsor*.* Also refer to the **Investment options** section, **General information** subsection for information about the cost of the Class of Funds that may be included in your selected investment options. * **Supplemental Information Guide**, **Details of charges and fees** section:supplements the brief description in the **Recordkeeping Agreement** and provides full details of all the direct charges and fees received by John Hancock. |
| Indirect Compensation | * **Recordkeeping Agreement**, **Plan costs** section, **Other revenue received by John Hancock** subsection: provides a brief description of the indirect compensation received by John Hancock under this arrangement. * **Supplemental Information Guide**, **Float Income** section: provides a brief description of the float income received and retained by John Hancock, and the circumstances under which it is earned. * **Supplemental Eligible Indirect Compensation Disclosures** on the **Discover** website, and **Supplemental Information Guide**, **Investment information and John Hancock’s indirect compensation** section:provides a detailed explanation and disclosure of the compensation received by John Hancock in connection with the investment of the Plan in the Funds offered under the contract. Details regarding the rate of the compensation and the payer of the compensation are provided. * **Supplemental Eligible Indirect Compensation Disclosures** on the **Discover** website: supplements the brief description in the **Supplemental Information Guide** of the circumstances under which John Hancock receives float income, the duration of the float period, and the manner by which the rate of the float may be determined, and also provides details regarding *John Hancock’s Policy for Correction of Inadvertent Processing Errors*. |
| Compensation paid among related parties | There is no reportable compensation paid among related parties«EXCEPT\_PINPTT»as described in«CPARP\_PINPTT»the (i) **Supplemental Eligible Indirect Compensation Disclosures** and (ii) **John Hancock Stable Value Fund 408(b)(2) Service Provider Compensation Supplement** on the **Discover** website, and (iii) **Supplemental Information Guide**, **Investment information and John Hancock’s indirect compensation** section. |
| Compensation for termination of contract or arrangement | * **Recordkeeping Agreement**, **Plan costs** section, **Details of plan costs** subsection:provides an overview of the discontinuance charges, if any, applicable upon termination of the arrangement, * **Supplemental Information Guide**, **Discontinuance/withdrawal charges and Contract termination** section: supplements the overview in the **Recordkeeping Agreement** and provides full details of the discontinuance charges and the participant records transfer fee, if any, applicable upon termination of the arrangement. * **Stable Value Fund Sub-account offering documents**: describe market value adjustments that may be applicable to certain withdrawals from the Stable Value Fund Sub-accounts. |
| Investment Information | The **Investment Comparative Chart**, showing all investment options available under this Contract, including details regarding the annual operating and ongoing expenses, as well as charges, applicable to each Fund available to the Plan, are provided together with this agreement to assist you in meeting your investment disclosure obligations towards your eligible employees and beneficiaries under DOL Reg. s.2550.404a-5. An updated Investment Comparative Chart, customized for the investment options you have selected under the Contract, is continuously available to registered Trustee or Responsible Plan Fiduciary users on the Plan Sponsor website. It is your obligation to access and view this information, and any updates to it, on the website. Instructions on how to gain access to the website are in the **Understanding Your Administrative Services Guide**. «IS\_457\_INV\_INFO» |
| Investment Information | The **Investment Comparative Chart**, showing all investment options available under this Contract, including details regarding the annual operating and ongoing expenses, as well as charges, applicable to each Fund available to the Plan, are provided together with this agreement to assist you in meeting your investment disclosure obligations towards your eligible employees and beneficiaries under DOL Reg. s.2550.404a-5. An updated Investment Comparative Chart, customized for the investment options you have selected under the Contract, is continuously available to registered Trustee or Responsible Plan Fiduciary users on the Plan Sponsor website. It is your obligation to access and view this information, and any updates to it, on the website. Instructions on how to gain access to the website are in the **Understanding Your Administrative Services Guide**. «NON\_457\_INV\_INFO» |
| Changes to information disclosed under ERISA s.408(b)(2) | Except as otherwise noted below, if there are changes to the information disclosed in the above-referenced documents, John Hancock will notify you within the time periods required under ERISA s.408(b)(2). Changes to the Cost of Recordkeeping, Indirect Compensation and Investment Information are reflected monthly on the ‘Regulatory Disclosures’ page on the Plan Sponsor website. This information is continuously available to registered Trustee or Responsible Plan Fiduciary users on the Plan Sponsor website. It is your obligation to periodically access the website and review the updated information at least monthly. Follow the procedures set out in the **Understanding Your Administrative Services Guide** to become a registered user on this website. In addition, you have a right to request a paper copy of the updated information shown on the website to be provided to you by calling your John Hancock representative«ECR\_PINPTT» |

**1** *At any time prior to signing the* ***Recordkeeping Agreement****, you may request a paper copy of the* ***Investment Comparative Chart (ICC)*** *at no additional cost.*

Assumptions

The charges and fees shown in this agreement, and reflected in the contract, are based on the following assumptions:

|  |  |
| --- | --- |
| * Total number of participants with account balances | «RKA\_PRTC\_PINPOINT» |
| * Total number of eligible employees | «PINPOINT\_EMPLOYEES» |
| * Total recurring contributions expected in the first 12 months | «RKA\_ANNDEP\_PINPOINT» |
| * Total external transfer amount expected in the first 12 months (“transfer” does not include recurring contributions) | «RKA\_EXTDEP\_PINPOINT» |
| * Total internal transfer amount expected in the first 12 months | «RKA\_INTTRF\_PINPOINT» |
| * Average recurring contribution amount per participant expected in the first 12 months | «RKA\_AVGRDEP\_PINPOINT» |
| * Average transfer amount per participant expected in the first 12 months | «RKA\_AVGTRF\_PINPOINT» |
| * Total transfer assets mapping to John Hancock Target Date Funds | «JHI\_TARGET\_DATE\_FUNDS» |
| * Total transfer assets mapping to John Hancock Stable Value Guaranteed Income Fund | «JHI\_STABLE\_VALUE\_FUNDS» |
| * Total transfer assets mapping to John Hancock Stable Value Fund | «JHI\_STABLE\_VALUE\_POOLED\_FUNDS» |
| * «RKA\_EDT\_PINPOINT» | |
| * «TRUST\_457\_PLAN» |  |
| * «GIFL\_ELECT\_PINPOINT» | |
| * «IF\_GIFL\_ELECT\_PINPOINT» | |
| * «IF\_IPM\_PINPOINT» | |
| * «JH\_SFM\_PINPOINT» | |
| * «TPA\_JH» | |
| * Personal Brokerage Account (PBA) assumptions: «PBA\_TBD\_PCPT».   Assets in the PBA are not included in the above assumptions and do not impact the Plan costs shown below. «DISP\_PBA\_PP» | |

Plan costs

The plan costs described below are the costs payable by the Plan with respect to the first year of the contract based on the assumptions shown above and on the intermediary payment described in the Intermediary fees and payments section.

If the information specified in the contract application differs from these assumptions and the variation results in an increase or decrease to the charges«EAPC\_JHI\_DISCOUNT» and fees shown in this agreement, we will obtain your approval prior to issuing a contract.

If the external transfer amount and recurring contributions in the first year are not as stated on the contract application, then the charges and fees may be modified immediately following the first contract year. Otherwise, the costs will continue in effect following the first contract year. All changes to the charges and fees shall be made in accordance with the provisions and procedures stated in the contract.

See the **Supplemental Information Guide** and this documentfor details regarding each of the charges outlined below.

Note: The Investment Services cost indicated below is an estimate based on the funds currently indicated in the Fund Selection

Options section.

**Summary of plan costs**

***«RKA\_SUM\_EST\_ANN\_COSTS\_CAP»***

«DEL\_PARAG»{ if (AFTER\_WAIVER\_FLAG == Y) }

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Asset-based** |  | **Current\*** |  | **After Waiver\*** |
| «AVERAGE\_EXP\_RATIO» |  | «AB\_CURRENT\_NIC» |  | «AB\_AFT\_WAIVER\_NIC» |
| Plan Services«CLC\_INFSYM\_PINPOINTT» | «AB\_CURRENT\_CLC» | «AB\_AFT\_WAIVER\_CLC» |
| **Total:** | **«AB\_CURRENT\_TOTAL»** | **«AB\_AFT\_WAIVER\_TOTAL»** |

«DEL\_PARAG»{/if}{ if (AFTER\_WAIVER\_FLAG == N) }

|  |  |
| --- | --- |
| **Asset-based** | **Current** |
| «AVERAGE\_EXP\_RATIO» | «AB\_CURRENT\_NIC» |
| Plan Services «CLC\_INFSYM\_PINPOINTT» | «AB\_CURRENT\_CLC» |
| **Total:** | **«AB\_CURRENT\_TOTAL»** |

{/if}«DEL\_PARAG»{ if (AFTER\_WAIVER\_FLAG == Y && DOLLAR\_BASED\_FLAG == Y) }

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Dollar-based\*\*** |  | **Current\*** |  | **After Waiver\*** |
| Plan Services |  | «DB\_CURRENT\_CLC» |  | «DB\_AFT\_WAIVER\_CLC» |
| **Total:** | **«DB\_CURRENT\_TOTAL»** | **«DB\_AFT\_WAIVER\_TOTAL»** |

{/if}«DEL\_PARAG»{ if (AFTER\_WAIVER\_FLAG == N && DOLLAR\_BASED\_FLAG == Y) }

|  |  |
| --- | --- |
| **Dollar-based\*\*** | **Current** |
| Plan Services | «DB\_CURRENT\_CLC» |
| **Total:** | **«DB\_CURRENT\_TOTAL»** |

{/if}«DEL\_PARAG»{ if (PP\_CREDITS\_PINPOINTT == Y) }

∞ The Plan Services cost stated above is **net of an annualized credit of «PP\_CREDITS\_PINPOINTT\_VALUE» that will be allocated to each participant with an account balance at the end of each month**. See the **Supplemental Information Guide** for additional information.

{/if}«DEL\_PARAG»{ if (AFTER\_WAIVER\_FLAG == Y) }

\* Some charges can vary over time and are waived once certain conditions are met.

{/if}«DEL\_PARAG»{ if (ANNUAL\_FLAT\_DOLLAR\_FEE\_FLAG == Y) }

An annual administration fee of «ADMIN\_FLAT\_DOLLAR\_VALUE» will be applied to this contract. The administration fee is converted to a monthly amount and deducted prorata from participant accounts at the end of each month. See the **Supplemental Information Guide** for complete details.

{/if}«DEL\_PARAG»{ if (REC\_CONTIB\_RECV\_BY\_JH == Y) }

***Note: A conditional recordkeeping fee of «RKF\_FEE\_PINPOINTT» will apply if the recurring contributions received by the Company for the contract year is less than $50,000.*** *This fee is waived if its contract assets are at least $250,000 at the end of each contract year. See the* ***Details of charges and fees*** *section of the* ***Supplemental Information Guide*** *for additional information. This fee is not factored into the* ***Plan costs****.*

*{/if}«DEL\_PARAG»*

**Details of plan costs**

**«RKA\_DEAPC»:**

**Core Plan Costs**

**Included in the Expense Ratios**

|  |  |  |  |
| --- | --- | --- | --- |
| **Investment Services (asset-based)** | |  |  |
| Underlying fund net cost | |  | «UNDERLYING\_FUND\_CZERO» |
| **«PLAN\_SERVICES\_CZERO»** |  | |  |
| «JH\_REQ\_REVENUE\_WR\_LABEL» | |  | «JH\_REVENUE\_CZERO» |
| Excess revenue | |  | «EXCESS\_REVENUE\_CZERO» |
| John Hancock TPA Program | |  | «TPA\_FORUM\_CZERO» |
| Financial representative services | |  | «FRS\_CZERO» |
| Registered investment advisory services | |  | «RIAS\_CZERO» |
| Wilshire 3(21) Adviser Service | |  | «WILSHIRE\_CZERO» |
| Wilshire 3(38) Investment Management Service | |  | «WILSHIRE\_338\_CZERO» |
| Third-party administrator services | |  | «TPA\_SERV\_CZERO» |
| Third-party trustee services | |  | «TPT\_SERV\_CZERO» |
| Plan expense reduction account | |  | «PERA\_CZERO» |
| **Total average expense ratio:** | |  | **«TOTAL\_EXP\_RATIO\_CZERO»** |

«DEL\_PARAG» {if (TOTAL\_AB\_CHARGES\_VALID\_FLAG == Y) }

**Contract-level charges**

|  |  |  |
| --- | --- | --- |
| **Plan Services (asset-based)** |  |  |
| «JH\_REQ\_REVENUE\_EM\_LABEL» |  | «JH\_REV\_CREDITS\_CZERO» |
| Credits to participants (Excess revenue) |  | («EXCESS\_REVENUE\_CZERO») |
| John Hancock required revenue credits to participants |  | («ABS\_CREDITS\_CZERO») |
| John Hancock TPA Program |  | «TPA\_FORUM\_NOT\_CZERO» |
| Financial representative services |  | «FRS\_CZERO\_EM» |
| Registered investment advisory services |  | «RIAS\_CZERO\_EM» |
| Merrill Lynch Fiduciary Advisory Services Fee |  | «FAS\_CZERO\_EM» |
| Merrill Lynch Education and Plan Services Fee |  | «EPS\_CZERO\_EM» |
| Wilshire 3(21) Adviser Service |  | «WILSHIRE\_CZERO\_EM» |
| Wilshire 3(38) Investment Management Service |  | «WILSHIRE\_338\_CZ\_EM» |
| Third-party administrator services |  | «TPA\_SERV\_CZERO\_EM» |
| Third-party trustee services |  | «TPT\_SERV\_CZERO\_EM» |
| Plan expense reduction account |  | «PERA\_CZERO\_EM» |
| Credits to offset plan expense reduction account |  | («JH\_OFF\_CREDITS\_CZERO») |
| «SELECTED\_COFID\_PROGRAM\_NAME»\*\*\* |  | «STANDARD\_FEE» |
| **Total asset based charges:** |  | **«TOTAL\_AB\_CHARGES\_CZERO»** |

{/if}«DEL\_PARAG»{ if (JHI\_SVGIF\_VALID\_FLAG == Y) }

**Contract-level charges**

|  |  |  |
| --- | --- | --- |
| **Plan Services (asset-based)** |  |  |
| **John Hancock Required Revenue:** |  |  |
| «JH\_REQ\_REVENUE\_CREDIT\_EM\_LABEL» |  | «JH\_REV\_CREDITS\_CZERO» |
| John Hancock Credits\*: |  |  |
| John Hancock Investment Selection Program |  | («JHI\_SP\_CREDITS») |
| John Hancock Stable Value Guaranteed Income Fund |  | («JH\_SVGIF\_CHARGE») |
| John Hancock Stable Value Fund |  | («JH\_SVP\_CHARGE») |
| {/if}«DEL\_PARAG» { if (DYNAMIC\_RETIREMENT\_STRATEGY\_CHECK==Y) } John Hancock Managed Accounts Service with dynamic retirement strategy {/if}«DEL\_PARAG» { if (DYNAMIC\_RETIREMENT\_STRATEGY\_CHECK==N) } John Hancock Managed Accounts Service {/if}«DEL\_PARAG» { if (JHI\_SVGIF\_VALID\_FLAG ==Y) } |  | («IPM\_CREDIT») |
| Credits to participants (Excess revenue) |  | («EXCESS\_REVENUE\_CZERO») |
| John Hancock required revenue credits to participants |  | («ABS\_CREDITS\_CZERO») |
| **John Hancock Required Revenue (after credits)** |  | «TOT\_JH\_REV\_CHARGE\_CZERO» |
|  |  |  |
| **Other Plan Costs:** |  |  |
| John Hancock TPA Program |  | «TPA\_FORUM\_NOT\_CZERO» |
| Financial representative services |  | «FRS\_CZERO\_EM» |
| Registered investment advisory services |  | «RIAS\_CZERO\_EM» |
| Merrill Lynch Fiduciary Advisory Service Fee |  | «FAS\_CZERO\_EM» |
| Merrill Lynch Education and Plan Service Fee |  | «EPS\_CZERO\_EM» |
| Wilshire 3(21) Adviser Service |  | «WILSHIRE\_CZERO\_EM» |
| Wilshire 3(38) Investment Management Service |  | «WILSHIRE\_338\_CZ\_EM» |
| Third-party administrator services |  | «TPA\_SERV\_CZERO\_EM» |
| Third-party trustee services |  | «TPT\_SERV\_CZERO\_EM» |
| Plan expense reduction account |  | «PERA\_CZERO\_EM» |
| Credits to offset plan expense reduction account |  | («JH\_OFF\_CREDITS\_CZERO») |
| «SELECTED\_COFID\_PROGRAM\_NAME»\*\*\* |  | «STANDARD\_FEE» |
| **Total Other Plan Costs:** |  | «TOT\_OTH\_PLAN\_CHARGE\_CZERO» |
|  |  |  |
| **Total asset based charges:** |  | **«TOTAL\_AB\_CHARGES\_CZERO»** |

\*The John Hancock Credits are based on the Plan Assumptions provided above. If the Plan’s transfer assets actually invested in John Hancock Target Date Funds and/or either the John Hancock Stable Value Fund or the John Hancock Stable Value Guaranteed Income Fund are less than 90% of the amount of the Plan’s transfer assets assumed to be invested in John Hancock Target Date Funds and/or either the John Hancock Stable Value Fund or the John Hancock Stable Value Guaranteed Income Fund as stated in the Plan Assumptions, then a change in John Hancock Required Revenue may result and the Plan may need to be re-priced. However, if none of the Plan’s assets are actually invested in John Hancock Target Date Funds and/or either the John Hancock Stable Value Fund or the John Hancock Stable Value Guaranteed Income Fund (such as if John Hancock Target Date Funds and/or either the John Hancock Stable Value Fund or the John Hancock Stable Value Guaranteed Income Fund are deselected from the Plan’s investment lineup), «IPM\_FOOTER» then the applicable credit noted will no longer apply and the Plan will be charged the John Hancock required revenue as noted above without such credit.

{/if}«DEL\_PARAG»{if(COFID\_TYPE\_338\_FLAG==Y)}

\*\*\*This Co-Fiduciary service fee is subject to a monthly minimum fee of «STANDARD\_338\_FEE» and will be applied to the contract on the last business day of each month, unless for a particular month the monthly charge would be less than the monthly minimum charge. In such case, the monthly minimum charge will be deducted from the participant’s accounts pro-rata on the last business day of such month and paid to your Co-Fiduciary provider. However, in the first month in which the contract is active, your Co-Fiduciary provider’s charges will be pro-rated based on the number of days in the month that the Contract was active, and the monthly minimum charge will not apply for that month.

{/if}«DEL\_PARAG» { if (DETAILS\_DB\_CHECK\_FLAG == Y) }

|  |  |  |
| --- | --- | --- |
| **Plan Services (dollar-based)\*\*** |  |  |
| Third-party administrator services |  | «TPA\_DB\_SERV\_CZERO» |
| Registered investment advisory services |  | «RIA\_DB\_SERV\_CZERO» |
| Merrill Lynch Fiduciary Advisory Services Fee |  | «FAS\_DB\_SERV\_CZERO» |
| Merrill Lynch Education and Plan Services Fee |  | «EPS\_DB\_SERV\_CZERO» |
| John Hancock required revenue |  | «PPT\_DB\_WAIVER\_CZERO» |
| John Hancock required revenue |  | «FLAT\_DB\_SERV\_CZERO» |
| «SELECTED\_COFID\_PROGRAM\_NAME»\*\*\* |  | «FLAT\_DB\_SERV\_CZE» |

*{/if }«DEL\_PARAG»{ if (DETAILS\_EPP\_CHECK\_FLAG == Y) }*

**Emerging Plan Required Revenue – Subject to Waivers**

The following fees are in addition to the Core Plan Costs listed above. These fees are waived when the conditions described in the **Supplemental Information Guide** are met. «EPP\_CLASS\_ZERO\_PARA»

**Contract-level charges**

|  |  |  |
| --- | --- | --- |
| **«EPP\_PLAN\_SERVICES\_AB\_WAIVER»** |  |  |
| John Hancock required revenue |  | «JH\_REVENUE\_WAIVER\_CZERO» |
| Market value equalizer |  | «MVE\_WAIVER\_CZERO» |
| «EPP\_PLAN\_SERVICES\_TABLE\_ROW» |  |  |
| **«EPP\_PLAN\_SERVICES\_DB\_WAIVER»** |  |  |
| John Hancock required revenue |  | «JH\_REVENUE\_DB\_WAIVER\_CZERO» |

{/if}«DEL\_PARAG»*{ if (DOLLAR\_BASED\_FLAG == Y) }*

\*\*Dollar-based costs are in addition to asset-based costs and are calculated described in the **RecordKeeping Agreement**. See the **Details of Charges and Fees** section of the **Supplemental Information Guide** for additional information.

*{/if}«DEL\_PARAG»*

The values shown for the asset-based plan costs are annualized rates; they are determined without regard to the frequency by which the asset-based cost is charged and collected under your contract. The total plan costs are determined net of any credits allocable to the Plan, if applicable. For details, see the **Supplemental Information Guide**.

«DEL\_PARAG»

«FCE\_HD»

«FCE\_TXT»

«JH\_RKS\_HD»

«JH\_RKS\_TXT» «JH\_RKS\_SEND»

John Hancock’s required revenue is included in the Plan costs stated above«RKA\_JH\_ANN\_CRE\_PINPOINT»«JH\_RKS\_TXT1»

Except as otherwise specifically stated, all charges, fees and revenue received by John Hancock from all sources, as disclosed in this agreement and the supplementary documents, are part of an integrated pricing model for all the recordkeeping and administrative services available under this agreement. No individual source of revenue should be considered in isolation with respect to any single service. See the **Understanding Your Administrative Services Guide** for details regarding the recordkeeping and administrative services available under this agreement. «JH\_SEND\_SERVICE»

Other revenue received by John Hancock

John Hancock also receives revenue from investment options available under your contract. The asset-based amount shown above for *«JH\_RKS\_HD»* (which is payable to John Hancock from the contract) has already been reduced to take this other revenue into account. This revenue is already factored into the Average Expense Ratio that forms part of the **Plan costs** shown above. Details of the Average Expense Ratio and indirect compensation are disclosed in the **Supplemental Information Guide** and the **Supplemental Eligible Indirect Compensation Disclosures**. John Hancock may also earn revenue in the form of float income. See the **Supplemental Information Guide** for more information. The cost shown above for *«OTHER\_JHRPS»* does not reflect the float income that may be earned by John Hancock.

Charges for additional services provided under this agreement

**Plan Service Fees**:

* «RKA\_ONE\_TIME\_INSTALLATION\_FEE»
* «RKA\_DISC\_WITHDRW\_PINPOINT»
* «RKA\_NO\_DISC\_WITHDRW\_PINPOINT»
* Participant records transfer fee may apply to the contract termination. See the **Contract** **termination** section of the **Supplemental Information Guide** for details.
* «RKA\_BROKER\_ACCOUNT\_PINPOINT» These fees are outlined in the **U.S. Bank Plan Sponsor and Participant Handbooks**, prepared by U.S. Bank.
* «RKA\_JH\_PASSIVE\_TRUSTEE\_APPLICABLE»

**Participant Service Fees**:

The following transaction fees apply. Charges will be deducted automatically from the relevant participant’s account at the time the transaction is processed:

|  |  |
| --- | --- |
| **Fee Type** | **Amount** |

|  |  |
| --- | --- |
| Loan Recordkeeping service | «LOAN\_RK\_SERVICE» |
| «WITHDRAWAL\_FEES\_HEADER» |  |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_1» | «WITHDRAWAL\_PROCESSING\_FEE\_1» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_2» | «WITHDRAWAL\_PROCESSING\_FEE\_2» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_3» | «WITHDRAWAL\_PROCESSING\_FEE\_3» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_4» | «WITHDRAWAL\_PROCESSING\_FEE\_4» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_5» | «WITHDRAWAL\_PROCESSING\_FEE\_5» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_6» | «WITHDRAWAL\_PROCESSING\_FEE\_6» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_7» | «WITHDRAWAL\_PROCESSING\_FEE\_7» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_8» | «WITHDRAWAL\_PROCESSING\_FEE\_8» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_9» | «WITHDRAWAL\_PROCESSING\_FEE\_9» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_10» | «WITHDRAWAL\_PROCESSING\_FEE\_10» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_11» | «WITHDRAWAL\_PROCESSING\_FEE\_11» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_12» | «WITHDRAWAL\_PROCESSING\_FEE\_12» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_13» | «WITHDRAWAL\_PROCESSING\_FEE\_13» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_14» | «WITHDRAWAL\_PROCESSING\_FEE\_14» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_15» | «WITHDRAWAL\_PROCESSING\_FEE\_15» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_16» | «WITHDRAWAL\_PROCESSING\_FEE\_16» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_17» | «WITHDRAWAL\_PROCESSING\_FEE\_17» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_18» | «WITHDRAWAL\_PROCESSING\_FEE\_18» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_19» | «WITHDRAWAL\_PROCESSING\_FEE\_19» |
| «WITHDRAWAL\_PROCESSING\_FEE\_LABEL\_20» | «WITHDRAWAL\_PROCESSING\_FEE\_20» |
| «SYS\_WITHDRAWAL\_FEES\_HEADER» |  |
| «SYS\_WD\_PROCESSING\_FEE\_LABEL\_1» | «SYS\_WD\_PROCESSING\_FEE\_1» |
| «SYS\_WD\_PROCESSING\_FEE\_LABEL\_2» | «SYS\_WD\_PROCESSING\_FEE\_2» |
| «SYS\_WD\_PROCESSING\_FEE\_LABEL\_3» | «SYS\_WD\_PROCESSING\_FEE\_3» |
| «SYS\_WD\_PROCESSING\_FEE\_LABEL\_4» | «SYS\_WD\_PROCESSING\_FEE\_4» |
| Mailed Detailed Participant Statement | «DETAIL\_PPT\_STMT» |
| Guaranteed Income for Life Select | «RKA\_GUARANT\_INCOME\_PINPOINT» |
| Managed Accounts Service | «DETAIL\_PPT\_IPM» |

«WITHDRAWAL\_FEES\_FOOTNOTE»«SYS\_WITHDRAWAL\_FEES\_FOOTNOTE»

Intermediary fees and payments

This section describes the fees and compensation that will be paid to the intermediaries (such as your financial representative or designated Third-Party Administrator) as shown in the **Plan costs** section. The amount of fees and compensation payable and the services to be provided are negotiated between you and the intermediary and determined by the agreement between the two parties«TOTAL\_CARE\_PINPOINTTT»

For asset based fee types, the amount payable to any intermediary for each month is determined by converting the annualized fee rate to a monthly rate and applying such monthly rate to each participant’s invested assets on the last business day of the month. For purposes of determining Contract assets to which the monthly rate will be applied, loans, assets in Personal Brokerage Accounts, pre-allocation accounts and the cash account are not included.

Payments will be paid to the designated intermediary(ies) for your Contract as of such month end. Any such payment will not be prorated to reflect any change in the intermediary(ies) servicing your Contract or any change to the annualized rate that is effective during the month.

«DEL\_PARAG»{if (PRODID\_PINPOINTT == N)}

It is your responsibility to ensure that you have received all applicable disclosures required under Section 408(b)(2) of ERISA from your intermediaries to determine that the ongoing fee payments that you authorize to be made by John Hancock to such parties under the contract is reasonable and do not give rise to one or more prohibited transactions under ERISA or the Internal Revenue Code.

«DEL\_PARAG»{/if}

**You must notify John Hancock promptly in writing if payments to any intermediaries should change or cease. If you do not do so, the fee payments will continue to be made, and we cannot be held responsible for them. It is your responsibility to schedule an effective date of any such change to intermediary fee payments to ensure that you have sufficient time to provide such disclosures to your participants as may be required under applicable laws and regulations, including, without limitation, Department of Labor Regulation Section 404a-5. Any change to such fees and compensation will also result in a change to the plan costs.**

«DEL\_PARAG»{if(SHOW\_BROKERCOST\_MERRILL\_DOC\_FLAG==Y)}

Financial Representative Firm compensation

The financial representative firm designated by you in the **Contacts** section of this agreement (the “FR Firm”) will receive compensation in connection with the sale of your contract. The charge shown in **Details of plan costs** for *financial representative services* is the cost to your Plan for payment of the FR Firm’s compensation. «FRC»

«CMP1\_PINPOINT»

«DBCHDG»

* «DBCINFO1»
* «DBCINFO2»
* «DBCINFO3»
* «DBCINFO4»

«ABCHDG»

* «ABC»

«ABC\_TXT»

The amount of any compensation paid in connection with the sale of this contract is reported annually to you for completing Schedule A on your Plan’s Form 5500. Contact your individual financial representative, as specified in the **Contacts** section of this agreement (the “Individual FR”) for more details. Financial representative services are not provided or guaranteed by John Hancock.

{/if}«DEL\_PARAG»{ if(SPA\_SBR\_SELECTED == Y) }

Your plan's FR Firm may also be eligible to receive an annual fee based on the value of assets held in any JH rollover IRA/Roth IRA purchased by a participant. This fee is not expected to exceed one quarter of one percent (.25%) per annum of the average daily net assets held in the IRA/Roth IRA under the rollover program. The expenses of the contract are the same whether or not your plan’s FR Firm receives the annual fee. Since this fee is not paid in connection with the sale of any contract tothe Plan, it is not reportable on Schedule A, or Schedule C if applicable, of the Form 5500. Please retain a copy of this documentation for your records in the event that this fee is deemed to be a form of “eligible indirect compensation” for the purposes of Form 5500 reporting guidance.

{/if}«DEL\_PARAG»{ if(STANDARD\_338\_FEE\_FLAG==Y) }

**Co-Fiduciary Services**

The fees for Co-Fiduciary services are payable to the provider of the Co-Fiduciary service. As directed by you, we will deduct these fees from participants' accounts or charge as part of the Expense Ratios and pay them directly to your Co-Fiduciary service provider in accordance with your instructions. Co-Fiduciary fees are charged, collected and paid as described below and in the **Intermediary services** section of the **Understanding Your Administrative Services Guide**.

If the fee(s) payable to the Co-Fiduciary have changed, contact your John Hancock representative. Any change to this fee will impact the **Plan costs** stated above.

For additional information on the authorities and access that a Co-Fiduciary will have with respect to the Contract, please see the **Registered Investment Advisors (RIA)** section of the **Understanding Your Administrative Services Guide**. For additional information on the services provided by your Co-Fiduciary, please contact your Co-Fiduciary.

Co-Fiduciary services are not provided by John Hancock and John Hancock is not responsible for the acts of the Co-Fiduciary.

The Co-Fiduciary fees listed above are comprised of the following individual fee(s):

**Co-Fiduciary asset based fee**

The asset based fee shown under **Plan costs** above is payable to your Co-Fiduciary service provider.

{/if}«DEL\_PARAG»{ if(RIA\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG==N) }

**Registered Investment Advisor (RIA) fees**

The total compensation payable to your RIA is equal to «RIAS\_CZERO\_EM\_SECTION»«AND»«RIA\_DB\_SERV\_CZERO\_SECTION».

The fees for RIA services are payable to the RIA designated by you in the **Contacts** section of this agreement. As directed by you, we will deduct these fees from participants' accounts or charge as part of the Expense Ratios and pay them directly to your RIA in accordance with your instructions. RIA fees are charged, collected and paid as described below and in the **Intermediary services** section of the **Understanding Your Administrative Services Guide**.

If the fee(s) payable to the RIA have changed, contact your John Hancock representative. Any change to this fee will impact the **Estimated annual plan costs** stated above.

For additional information on the permissions and abilities that may be granted to a RIA, please see the **Registered Investment Advisors (RIA)** section of the **Understanding Your Administrative Services Guide**.

RIA services are not provided by John Hancock and John Hancock is not responsible for the acts of the RIA.

The RIA fees listed above are comprised of the following individual fee(s):

{/if}«DEL\_PARAG»{ if (ML\_RIA\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG == Y) }

**Merrill Lynch fees**

The total compensation payable to Merrill Lynch for their Fiduciary Advisory Services and their Education and Plan Services is equal to «ML\_RIAS\_AB\_SECTION»«ML\_AND»«ML\_RIA\_PRORATA\_SECTION».

Merrill Lynch’s compensation will be subject to an annual minimum fee of $1,000 ($83.33 per month) for their Fiduciary Advisory Services and an annual minimum fee of $1,000 ($83.33 per month) for their Education and Plan Services. Merrill Lynch’s charges will be applied to the contract on the last business day of each month, unless for a particular month the monthly charge would be less than the monthly minimum charge. In such case, the monthly minimum charge will be deducted from the participants’ accounts pro-rata on the last business day of such month and paid to Merrill Lynch. However, in the first month in which the contract is active, Merrill Lynch’s charges will be pro-rated based on the number of days in the month that the Contract was active, and the monthly minimum charge will not apply for that month.

An illustration of the fees for these services is included in the **Plan costs** stated above.«ML\_RIA\_PRORATA\_DOLLAR\_SECTION»

The amount of any compensation paid in connection with the sale of this contract is reported annually to you for completing Schedule C on your Plan’s Form 5500. Contact your Merrill Lynch Advisor, as specified in the **Contacts** section of this agreement for more details. Merrill Lynch services are not provided or guaranteed by John Hancock.

For additional information on the permissions and abilities that may be granted to your Merrill Lynch Advisor, please see the **Registered Investment Advisors (RIA)** section of the **Understanding Your Administrative Services Guide**.

If the fee(s) payable to Merrill Lynch as described have changed, contact your John Hancock representative. Any change to this fee will impact the **Plan costs** stated above. These fees are charged, collected and paid in accordance with the rules outlined in the **Intermediary services** section of the **Understanding Your Administrative Services Guide**.

These services are not provided or guaranteed by John Hancock.

{/if}«DEL\_PARAG»{ if(RIA\_ASSET\_BASED\_FEE\_AVAILABLE==Y && MERRILL\_LYNCH\_DOC\_FLAG==N) }

**RIA asset based fee**

An asset based fee equal to «RIAS\_AB\_FEE\_AMOUNT» of contract assets is payable to your Registered Investment Advisor.

{/if}«DEL\_PARAG»{ if(RIA\_BPS\_MIN\_AMOUNT\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG==N ) }

**RIA asset based fee subject to a monthly minimum dollar amount**

An asset based fee equal to «BPS\_MIN\_RATE» of contract assets is payable to your Registered Investment Advisor.

This fee is subject to a monthly minimum charge of «BPS\_MIN\_AMOUNT». For a particular month, if the calculated monthly asset based charge would be less than the monthly minimum charge, the monthly minimum charge will be deducted from the participants’ accounts pro-rata on the last business day of such month and paid to your RIA.

{/if}«DEL\_PARAG»{ if(RIA\_BPS\_AMOUNT\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG==N ) }

**RIA asset based fee subject to an annual dollar maximum**

An asset based fee equal to «BPS\_MAX\_RATE» of contract assets is payable to your Registered Investment Advisor subject to a maximum dollar amount of «BPS\_MAX\_AMOUNT» annually.

{/if}«DEL\_PARAG»{ if(RIA\_BLENDED\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG==N ) }

**RIA asset based fee based on a blended charge**

An asset based fee equal to «RIA\_FEE\_ASSET\_BASED\_BLENDED» of contract assets is payable to your Registered Investment Advisor.

The asset based fee is calculated on a blended charge basis using the asset bands and charge scale shown below. Contract assets in each asset band will be charged the corresponding annualized charge. The asset based fee may be different each month depending on the band in which contract assets fall as of the month end. The fee shown above is based on the information in the **Assumptions** section of this agreement.

The applicable blended rate charge is based on the following scale:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract assets between** | |  | **Annulized charge** |
| «CPBX1» | «CPBY1» |  | «CPB1» |
| «CPBX2» | «CPBY2» |  | «CPB2» |
| «CPBX3» | «CPBY3» |  | «CPB3» |
| «CPBX4» | «CPBY4» |  | «CPB4» |
| «CPBX5» | «CPBY5» |  | «CPB5» |
| «CPBX6» | «CPBY6» |  | «CPB6» |
| «CPBX7» | «CPBY7» |  | «CPB7» |
| «CPBX8» | «CPBY8» |  | «CPB8» |

{/if}«DEL\_PARAG»{ if(RIA\_TIERED\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG==N ) }

**RIA asset based fee based on tiers on contract assets**

An asset based fee equal to «RIA\_AC\_TIERED» of contract assets is payable to your Registered Investment Advisor.

The asset based is determined based on the contract asset band (shown below) in which the contract assets fall as of the month end. The asset based fee may be different each month depending on the band in which contract assets fall as of the month end. The fee shown above is based on the information in the **Assumptions** section of this agreement.

The applicable tiered charge is based on the following scale:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract assets between** | |  | **Annulized charge** |
| «CPSX1» | «CPSY1» |  | «CPS1» |
| «CPSX2» | «CPSY2» |  | «CPS2» |
| «CPSX3» | «CPSY3» |  | «CPS3» |
| «CPSX4» | «CPSY4» |  | «CPS4» |
| «CPSX5» | «CPSY5» |  | «CPS5» |
| «CPSX6» | «CPSY6» |  | «CPS6» |
| «CPSX7» | «CPSY7» |  | «CPS7» |
| «CPSX8» | «CPSY8» |  | «CPS8» |

{/if}«DEL\_PARAG»{ if(RIA\_FLAT\_FEE\_PRE\_HEAD\_AVAILABLE == Y && MERRILL\_LYNCH\_DOC\_FLAG==N ) }

**RIA per participant dollar fee**

A monthly fee equal to «RIAS\_FLAT\_FEE\_PRE\_HEAD» per month per participant is payable to your Registered Investment Advisor.

{/if}«DEL\_PARAG»{ if(RIA\_FLAT\_FEE\_PRORATA\_CONVERTED\_AVAILABLE==Y && MERRILL\_LYNCH\_DOC\_FLAG==N) }

**RIA dollar based contract-level fee**

A monthly fee equal to «RIAS\_PRORATA\_FEE» per month per participant is payable to your Registered Investment Advisor.

The fee shown is based on an annual dollar based contract-level charge equal to «RIAS\_PRORATA\_CL\_CHARGE\_FEE» that has been converted to a per month per participant charge based on the number of participants shown in the **Assumptions** section of this agreement. The actual fee payable per month per participant will vary by participant depending on a participant’s month end account balance, as described below.

The annual dollar based contract-level charge will be divided into 12 equal monthly installments. The monthly installment amount will be deducted from participants’ invested assets on a pro rata basis as of each month end. Loans and assets held in Personal Brokerage Accounts will not be included when calculating the dollar amount to be deducted from each participant’s account. Pre-allocation accounts are not considered part of Participants’ invested assets for purposes of this calculation.

{/if}«DEL\_PARAG»{ if(WILSHIRE\_321\_SELECTION == Y) }

**Wilshire 3(21) Adviser Service**

John Hancock will collect Wilshire's fees for the Wilshire 3(21) Adviser Service shown in the **Plan costs** stated above and pay them directly to Wilshire. For complete details of this service, see the **RKA Addendum for Wilshire 3(21) Adviser Service**and the **Wilshire 3(21) Adviser Services Agreement**.

The Wilshire 3(21) Adviser Service is not provided or guaranteed by John Hancock but John Hancock will distribute, on behalf of Wilshire, the Wilshire 3(21) Adviser Services Agreement, quarterly reports, and other notifications.

{/if}«DEL\_PARAG»{ if(WILSHIRE\_338\_SELECTION == Y) }

**Wilshire 3(38) Investment Management Service**

John Hancock will collect Wilshire's fees for the Wilshire 3(38) Investment Management Service shown in the **Plan costs** stated above and pay them directly to Wilshire. For complete details of this service, see the **RKA Addendum for Wilshire 3(38) Investment Management Service** and the **Wilshire 3(38) Investment Management Services Agreement**.

The Wilshire 3(38) Investment Management Service is not provided or guaranteed by John Hancock but John Hancock will distribute, on behalf of Wilshire, the Wilshire 3(38) Investment Management Services Agreement, quarterly reports, and other notifications.

{/if}«DEL\_PARAG»{ if(TPA\_BUNDLE\_GA\_INDICATOR == Y) }

**Third-party administrator (TPA) fees**

The total compensation payable to your third-party administrator is equal to «TPA\_ASSETBASED\_FEE»«ASSET\_BASED\_AND\_TEXT»«TPA\_MONTHLY\_PER\_HEAD» per month per participant.

The fees for TPA services are payable to the TPA designated by you in the **Contacts** section of this agreement. As directed by you, we can deduct these fees from participants’ accounts or charge as part of the Expense Ratios, and pay them directly to your TPA in accordance with your instructions. TPA fees are charged, collected and paid in accordance with the rules outlined in the **Intermediary services** section of the **Understanding Your Administrative Services Guide**. If the fee(s) payable to the TPA have changed, contact your John Hancock representative. Any change to this fee will impact the **Plan costs** stated above.

TPA services are not provided or guaranteed by John Hancock.

The TPA fees listed above are comprised of the following individual fee(s):

{/if}«DEL\_PARAG»{ if(TPA\_BUNDLE\_GA\_INDICATOR == Y && TPA\_ASSET\_BASED\_FLAG == Y) }

**TPA asset based fee**

An asset based fee equal to «TPA\_ASSETBASED\_FEE» of contract assets is payable to your Third-Party Administrator.

{/if}«DEL\_PARAG»{ if(TPA\_BUNDLE\_GA\_INDICATOR == Y && TPA\_MONTHLY\_PER\_HEAD\_FLAG == Y) }

**TPA per participant dollar fee**

A monthly fee equal to «TPA\_MONTHLY\_PER\_HEAD» per month per participant is payable to your Third-Party Administrator.

{/if}«DEL\_PARAG»**{ if(TRUST\_PER\_FLAG == Y) }**

Third-Party Trustee fees

The fees for third-party trustee services are payable to the Third-Party Trustee designated by you in the **Contacts** section of this agreement. As directed by you, we will deduct these fees from participants' accounts or charge these fees as part of the Expense Ratios and pay them directly to your Third-Party Trustee in accordance with your instructions.Fees for these services are included in the **Plan costs** stated above.To designate the Third-Party Trustee entitled to receive any Third-Party Trustee service fees, complete the **Intermediary Information** section of this agreement. Third-Party Trustee services are not provided or guaranteed by John Hancock.

If the fee payable to the Third-Party Trustee as described above has changed, contact your John Hancock representative. Any change to this fee will impact the **Plan costs** stated above. {/if}

«DEL\_PARAG»{ if(RKA\_PERA\_PINPOINT == Y) }

Plan Expense Reduction Account (PERA)

«RKA\_PERA\_TEXT»

The Plan Expense Reduction Account is an account to which monies may be allocated as agreed upon between you and John Hancock. Any amount allocated to this account is subject to the terms and conditions described in the separate **Supplemental Information Guide**.

If the amount allocable to the Plan Expense Reduction Account as described above has changed, contact your John Hancock representative. Any change to this amount will impact the **Plan costs** stated above. {/if}

«DEL\_PARAG» { if(BUNDLE\_GA\_INDICATOR == N) }

Payments to Third-Party Administrators

Provided certain conditions are met, John Hancock may, from time to time, pay additional compensation to the TPA designated by you. This additional compensation is paid to the designated TPA at no additional charge to the contract.

**John Hancock TPA Program**

«TPA\_FORUM\_TXT»

TPA services are not provided or guaranteed by John Hancock.

{/if}«DEL\_PARAG»{ if(RKA\_PJHR\_PINPOINT == Y) }

Payments to John Hancock representatives

**Role and compensation**

John Hancock's products and services are marketed through independent financial representatives as outlined above. John Hancock's Regional Vice Presidents ("RVPs") provide support to these financial representatives, which may, from time to time, include attending client meetings to serve as a specialist on how specific John Hancock products are designed and how they function. They may explain, among other things, product features, contract services and new business set up. These RVPs are employees of John Hancock and are compensated based, in part, on the products that are purchased. This compensation is paid by John Hancock at no additional charge to the client. For additional information, contact your John Hancock representative.{/if}

General information

**Information regarding John Hancock’s investment platform**

**By making available the Funds listed in the Fund Selection Options section below and in the Supplemental Information Guide, John Hancock is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity. This platform of Funds is made available without regard to the individualized needs of the Plan, its participants or beneficiaries. The Trustee or Responsible Plan Fiduciary represents that it is independent of John Hancock. For the purposes of this section, a Plan Trustee or Responsible Plan Fiduciary, a FR Firm or a 3(38) Investment Manager designated by the Plan are collectively herein referred to as an “authorized individual”.**

The platform of Funds is subject to change in accordance with the provisions and procedures stated in the contract. Additional information regarding the Funds is available from your Individual FR, TPA or John Hancock representative. See the **Investment options** section of the **Supplemental Information Guide** for the terms and conditions for selecting certain Funds.

The value of the investments in the Funds increases or decreases to reflect the investment experience of each Fund. John Hancock does not guarantee these values. We reserve the right to suspend future contributions to certain or all Funds under the contract. Any such change will be made in accordance with the provisions and procedures stated in the contract.

«RKA\_GEN\_INFO»

**Expense Ratios**

«SIO\_TEXT»

Expense Ratios are also based on the underlying funds’ expenses, which are determined by the underlying mutual fund companies and may change at any time.«ER\_TEXT\_PINPOINTT1»

«DEL\_PARAG» «DEL\_PARAG»{ if (FSW\_IND == Y&&MERRILL\_LYNCH\_DOC\_FLAG==N) }

Fiduciary standards warranty

The Fiduciary Standards Warranty provides specific investment selection protection for Plan fiduciaries, at no additional cost.

To qualify for the Fiduciary Standards Warranty your Plan must offer a Fund from each of the designated asset classes plus either an entire Target Date suite or an entire Target Risk suite. Consult your Financial Representative for information on qualifying for the Fiduciary Standards Warranty. The Fiduciary Standards Warranty is not intended to be investment advice, and is not a recommendation by John Hancock regarding which investment options or asset classes are appropriate for your Plan, and is not a recommendation as to the portfolio composition or strategies of your plan. The John Hancock Fiduciary Standards Warranty is subject to the terms, conditions, and limitations stated in the Warranty Certificate, including that the Warranty does not extend to claims regarding the reasonableness of the expenses of any Fund, or to claims that any expenses paid directly or indirectly by the plan are unreasonable.

*The Fiduciary Standards Warranty is not available and does not apply when the Wilshire 3(21) Adviser Service or the Wilshire 3(38) Investment Management Service is in effect for the Plan, or when the Plan or Plan sponsor is receiving services from a fiduciary described in Section 3(21) of ERISA or services from an investment manager described in Section 3(38) of ERISA.*

{/if} «DEL\_PARAG»

«DEL\_PARAG»{if(FSW\_IND==Y&&MERRILL\_LYNCH\_DOC\_FLAG==Y)}

Fiduciary standards warranty

The Fiduciary Standards Warranty provides specific investment selection protection for Plan fiduciaries, at no additional cost.

To qualify for the Fiduciary Standards Warranty your plan must offer a Fund from each of the designated asset classes plus either an entire Target Date suite or an entire Target Risk suite. Consult your Financial Representative for information on qualifying for the Fiduciary Standards Warranty. The Fiduciary Standards Warranty is not intended to be investment advice, and is not a recommendation by John Hancock regarding which investment options or asset classes are appropriate for your Plan, and is not a recommendation as to the portfolio composition or strategies of your plan. The John Hancock Fiduciary Standards Warranty is subject to the terms, conditions, and limitations stated in the Warranty Certificate, including that the Warranty does not extend to claims regarding the reasonableness of the expenses of any Fund, or to claims that any expenses paid directly or indirectly by the plan are unreasonable.

{/if}«DEL\_PARAG»

«DEL\_PARAG»

«DEL\_PARAG» { if(IPS\_VAL == Y) }

John Hancock IPS manager (IPS Manager)

IPS Manager is a service that uses a calculation tool to provide you with quantitative information to help you in the initial selection and ongoing monitoring of the Funds for your qualified retirement plan. This service is provided without regard to the individualized needs of your Plan, or any of the Plan’s participants or beneficiaries. John Hancock is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity in connection with the use of this service and any transactions that may follow the use of this service. Depending on the Funds selected or recommended by the Plan fiduciaries (and whether or not any Funds are recommended or selected), John Hancock and its affiliates may receive additional compensation from the Funds, in the form of 12b-1 fees, transfer agent fees, investment management fees, or otherwise. The total revenue John Hancock and its affiliates receive from a fund advised or sub-advised by John Hancock’s affiliates is higher than those advised or sub-advised exclusively by unaffiliated entities.

For a detailed description of the IPS Manager service, please see the **IPS Manager** section of the **Supplemental Information Guide**. The chart in section i) below sets forth the weighted quantitative criteria information that you have selected for your Plan and provided to John Hancock. The results of the Fund listing, based on these weighted quantitative criteria are shown in the **Supplemental Information Guide**. Contact your John Hancock Representative if you would like to change the quantitative criteria and weightings for your Plan.

The Expense Ratios (ER's) shown for the Funds are based on «FUND\_CLASS». They are effective as of «LCM\_END\_DATE» and reflect the sub-account charges as of the proposal print date. Some Funds are marked with a “•”. In these cases, the underlying fund (the mutual fund, collective trust, or exchanged traded fund ("ETF") in which the Fund invests) has either waived a portion of, or capped, its fees. The Expense Ratio shown reflects the net expense ratio of the underlying fund after such expense waiver or cap. Please see the **Investment Comparative Chart (ICC)** for details, including gross expenses.

**Complete sections i through iv below, as applicable.**

Funds shown in bold in sections ii) and iii) represent the investment options that you have selected for your Contract. To confirm your approval to have these Funds offered under your contract and to the use of the IPS Manager weighted qualitative criteria shown in section i) for your Plan, check the following box and proceed to section iv) as applicable. To make changes to any of the bolded Funds, contact your John Hancock representative.

**dcrka006 I agree to the use of the weighted qualitative criteria as shown in section i) below for my Plan and hereby confirm my election to offer all the Funds shown in bold** in sections ii) and iii) below

1. **IPS Manager Criteria:**

| **Measurement** | **Criteria** | **Weightings** |
| --- | --- | --- |
| «IPS\_MEASURE» | «IPS\_CRITERIA» | «IPS\_CUSTOM» |
|  |  | «C\_PCT» |

An Investment Policy Statement (IPS) template can be provided if requested. Contact your John Hancock representative for additional details.

1. **Asset Allocation Funds**

The Funds you have selected are shown in **bold**. To change your Asset Allocation Funds, check each investment option you want to select for your contract.

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «FUND\_CODE» | «SEL\_FUND\_INV\_OPTION» |

«LCP\_TXT»

{/if}«DEL\_PARAG»{ if (IPS\_VAL== Y) }

1. **Select your Money Market or Stable Value Fund option**

**Pursuant to John Hancock’s policy against short term trading practices, you must select one of the following Funds for your Contract at all times.** A Contract may not contain both a Money Market and a Stable Value Fund. See the **Stable Value Fund** and **Inter-Account Transfer** sections of the **Supplemental Information Guide** for the terms and conditions of investing in any of these Funds and for details on the use of these Funds.

«DEL\_PARAG»

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1. **Money Market Funds**

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «CAP\_MMF\_FUND\_CODE» | «CAP\_MMF\_FUND\_INV\_OPTION» |

{/if}«DEL\_PARAG»{ if (IPS\_VAL==Y && HAS\_CAP\_FUND\_SVF==Y) }

1. **Stable Value Funds**

If you choose to add a Stable Value Fund:

* You may select **only one** of the Funds listed below. All Stable Value Funds compete with each other.
* You are restricted from selecting any fixed-income Fund deemed to be “Competing”. Funds that compete with a Stable Value Fund are marked with \*\* in the above investment option tables and in the **Supplemental** **Information Guide**.

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «CAP\_SVF\_FUND\_CODE» | «CAP\_FUND\_INV\_OPTION» |

{/if}«DEL\_PARAG»{ if (IPS\_VAL==Y && HAS\_CAP\_FUND\_SVF==Y && SVGIF\_FLAG==Y) }

Stable Value Guaranteed Income Fund (SVGI Fund)

The current John Hancock Stable Value Guaranteed Income Fund crediting rate, as of the preparation date, is «JH\_SVGIF\_CREDIT\_RATE». This may not be the crediting rate in effect at the time your contract becomes effective. The current interest rate being credited to the SVGI Fund may be obtained from your John Hancock representative. See the **John Hancock Stable Value Guaranteed Income Fund section** of the **Supplemental** **Information Guide** for information regarding the SVGI Fund.

John Hancock required revenue, other than any applicable Market Value Equalizer (see **Emerging Plan Required Revenue – Subject to waivers**) and other than the Plan Service Fees listed under **Charges for additional services**, will not apply to assets invested in the SVGI Fund. Fees listed under **Intermediary fees and payments**, other than the portion of the Financial Representative Compensation Charge used to recoup payment any deposit based commissions, will continue to be applied to assets invested in the SVGI Fund.

{/if}«DEL\_PARAG»{ if (IPS\_VAL==Y) }

1. **Selecting additional Funds**

You may also elect to add other Funds to your contract. For each additional Fund you want to add, specify the Fund name and corresponding Fund code in the section below. You can find the Fund Code next to the Fund name in the **Investment Options** section of the **Supplemental Information Guide**. Any bolded Funds in the **Supplemental Information Guide** that were previously selected by you and are not marked with a  will only be added to your contract if you also list them below. A maximum of 275 distinct investment options can be selected per contract. Each Target Date or Target Risk Fund is considered a unique investment option.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Fund Name |  | Fund Code |  |
|  | dcrka007 |  | dcrka008 |  |
|  | dcrka009 |  | dcrka010 |  |
|  | dcrka011 |  | dcrka012 |  |
|  | dcrka013 |  | dcrka014 |  |
|  | dcrka015 |  | dcrka016 |  |
|  |  |  |  |  |

{/if}«DEL\_PARAG»{ if (IPS\_VAL==Y && W321N\_PROPOSAL == Y )}

**If you do not want to elect the IPS Manager service, please check the appropriate box below.**

By electing not to add this service, the investment options (Funds) identified with a  in the **Supplemental Information Guide** will not be monitored and the annual IPS Manager review and report will not be generated.

dcrka017 I elect **not** to add the IPS Manager service to the contract

You must complete and return the separate **Investment Selection Addendum to the Recordkeeping Agreement** in order to setup your contract.

**OR**

dcrka018 I elect **not** to add the IPS Manager service to the contract and want to elect the separate Wilshire 3(21) Adviser Service provided by Wilshire Associates Incorporated.

You must complete and return the separate **RKA Addendum for Wilshire 3(21) Adviser Service** form and the **Wilshire 3(21) Adviser Services Plan Sponsor Agreement** in order to setup your contract.

**OR**

dcrka019 I elect **not** to add the IPS Manager service to the contract and want to elect the separate Wilshire 3(38) Investment Management Service provided by Wilshire Associates Incorporated.

You must complete and return the separate **RKA Addendum for Wilshire 3(38) Investment Management Service** form and the **Wilshire 3(38) Investment Management Services Agreement** in order to setup your contract.

{/if}«DEL\_PARAG»{ if (IPS\_VAL==Y && W321N\_PROPOSAL == N )}

**If you do not want to elect the IPS Manager service, please check the box below.**

By electing not to add this service, the investment options (Funds) identified to make up the initial investment lineup for the Plan, will no longer be monitored and the annual IPS Manager review and report will not be generated. You must complete and return the separate **Investment Selection Addendum to the Recordkeeping Agreement** in order to setup your contract.

dcrka017 I elect **not** to add the IPS Manager service to the contract

{/if}«DEL\_PARAG»{if(MERRILL\_LYNCH\_DOC\_FLAG==N&&IPS\_VAL==N&&RJ338\_SHORTLIST\_DOC\_FLAG==N  
&&UBS\_PROP\_FLAG==N&& COFID\_TYPE\_338\_FLAG==N)}

Fund Selection Options

The option shown in **bold** below is currently selected for your Plan based on a sample lineup that is provided to all plans of a similar size, unless the Plan's advisor or the Plan Sponsor has directed John Hancock to present another lineup. The funds selected below do not constitute legal or investment advice or a recommendation to you, your Plan or its participants by John Hancock. ***Confirm or change your option by checking the appropriate box below and then completing the applicable sections or agreements as described.***

**dcrka002** «CUSTOM\_MENU\_HEADER»

Under this option, you select and monitor the Funds for your Plan. To elect this option, complete Parts i) and ii) below.

dcrka003 «WILSHIRE\_321\_SERVICE\_HEADER»

Under this service, Wilshire will act as a fiduciary to your Plan within the meaning of Section 3(21) of ERISA and will provide you with investment advice regarding the selection and monitoring of Funds under your contract. This service is not provided or guaranteed by John Hancock. To elect this service, complete the separate **RKA Addendum for Wilshire 3(21) Adviser Service**and the **Wilshire 3(21) Adviser Services Agreement***,* and then proceed to the **Default Investment Option (DIO)** section of this agreement and complete the rest of the document as required. ***DO NOT complete Parts i) and ii) below.***

dcrka004 «WILSHIRE\_338\_SERVICE\_HEADER»

Under this service, Wilshire will act as a fiduciary to your Plan within the meaning of Section 3(38) of ERISA and will select and monitor the Funds under your contract. This service is not provided or guaranteed by John Hancock. To elect this service, complete the separate **RKA Addendum for Wilshire 3(38) Investment Management Service** and the **Wilshire 3(38) Investment Management Services Agreement**, and then proceed to the **Plan Implementation** section of this agreement and complete the rest of the document as required. ***DO NOT complete Parts i) and ii) below. You cannot change the Default Fund in the* Default Investment Option (DIO)** **section of this agreement.**

1. Create a Custom Fund Menu

**Create a Custom Fund Menu:** Ifyou did not elect the Wilshire 3(21) Adviser Service or Wilshire 3(38) Investment Management Service, then check the box for each Fund that you want to select for the contract. A maximum of 275 distinct investment options can be selected per contract. Each Target Date or Target Risk Fund is considered a unique investment option. To select only the **bolded** investment options shown in the table below, check the following box.

dcrka005 I agree to offer all **bolded** investment options, as shown below.

The Expense Ratios (ER's) shown for the Funds are based on «FUND\_CLASS». They are effective as of «LCM\_END\_DATE» and reflect the sub-account charges as of the proposal print date. Some Funds are marked with a “•”. In these cases, the underlying fund (the mutual fund, collective trust, or exchanged traded fund ("ETF") in which the Fund invests) has either waived a portion of, or capped, its fees. The Expense Ratio shown reflects the net expense ratio of the underlying fund after such expense waiver or cap. Please see the **Investment Comparative Chart (ICC)** for details.

{/if}«DEL\_PARAG»{if(MERRILL\_LYNCH\_DOC\_FLAG==N&&IPS\_VAL==N&&RJ338\_SHORTLIST\_DOC\_FLAG==N  
&&UBS\_SERV\_PROV\_FLAG==N&&UBS\_PROP\_FLAG==Y)}

Fund Selection Options

The option shown in **bold** below is currently selected for your Plan based on a sample lineup that is provided to all plans of a similar size, unless the Plan's advisor or the Plan Sponsor has directed John Hancock to present another lineup. The funds selected below do not constitute legal or investment advice or a recommendation to you, your Plan or its participants by John Hancock. ***Confirm or change your option by checking the appropriate box below and then completing the applicable sections or agreements as described.***

**dcrka002** «CUSTOM\_MENU\_HEADER»

Under this option, you select and monitor the Funds for your Plan. To elect this option, complete Parts i) and ii) below.

{/if}«DEL\_PARAG»{if(UBS\_SERV\_PROV\_FLAG==Y&&IPS\_VAL==N)}

Fund Selection Options

The option shown in bold below is currently selected for your Plan based on direction from your UBS Financial Advisor. Funds displayed are currently approved under UBS Retirement Plan Advisor, where UBS acts as an ERISA 3(21) fiduciary, and are subject to change. If you wish to change the investment line up or remove this service, consult with your UBS Financial Advisor. The funds selected below do not constitute legal or investment advice or a recommendation to you, your Plan or its participants by John Hancock. ***Confirm or change your option by checking the appropriate box below and then completing the applicable sections or agreements as described.***

**dcrka002** «CUSTOM\_MENU\_HEADER»

Under this option, you select and monitor the Funds for your Plan. To elect this option, complete Parts i) and ii) below.

{/if}«DEL\_PARAG»{if(MERRILL\_LYNCH\_DOC\_FLAG==Y&&IPS\_VAL==N)}

Fund Selection Options

The option shown in **bold** below is currently selected for your Plan based on direction from your Merrill Lynch Advisor. «RESTRICTED\_FUNDS\_CONTENT» The funds selected below do not constitute legal or investment advice or a recommendation to you, your Plan or its participants by John Hancock. ***Confirm or change your option by checking the appropriate box below and then completing the applicable sections or agreements as described.***

**dcrka002** «CUSTOM\_MENU\_HEADER»

Under this option, you select and monitor the Funds for your Plan. To elect this option, complete Parts i) and ii) below.

{/if}«DEL\_PARAG»{if(MERRILL\_OR\_UBS\_FLAG==Y&&IPS\_VAL==N)}

1. Create a Custom Fund Menu

**Create a Custom Fund Menu:** Check the box for each Fund that you want to select for the contract. A maximum of 275 distinct investment options can be selected per contract. Each Target Date or Target Risk Fund is considered a unique investment option. To select only the **bolded** investment options shown in the table below, check the following box.

dcrka005 I agree to offer all **bolded** investment options, as shown below.

The Expense Ratios (ER's) shown for the Funds are based on «FUND\_CLASS». They are effective as of «LCM\_END\_DATE» and reflect the sub-account charges as of the proposal print date. Some Funds are marked with a “•”. In these cases, the underlying fund (the mutual fund, collective trust, or exchanged traded fund ("ETF") in which the Fund invests) has either waived a portion of, or capped, its fees. The Expense Ratio shown reflects the net expense ratio of the underlying fund after such expense waiver or cap. Please see the **Investment Comparative Chart (ICC)** for details.

{/if}«DEL\_PARAG»{if(COFID\_TYPE\_338\_FLAG==Y)}

Fund Selection Options

The option shown in **bold** below is currently selected for your Plan based on direction from your Co-Fiduciary Provider. The funds selected below do not constitute legal or investment advice or a recommendation to you, your Plan or its participants by John Hancock.

**«SELECTED\_COFID\_PROGRAM\_NAME»**

Under this service, your 3(38) Co-Fiduciary provider will act as an investment manager to your Plan within the meaning of Section 3(38) of ERISA. This service is not provided by John Hancock and John Hancock is not responsible for the actions of the Co-Fiduciary provider. Based on the directions from your Co-Fiduciary provider, **only the bolded investment options shown below will be available to your plan.**

Your Co-Fiduciary provider may, from time to time, direct John Hancock to add, remove or replace Funds on the Plan’s investment line-up. If your provider directs the removal of a Fund on the Plan’s investment line-up, then they will also indicate a replacement Fund into which the assets from the removed Fund should be invested (i.e. mapped). If your Co-Fiduciary provider’s fund line-up changes between the date this agreement was generated and the date the contract goes active, and any of the Funds listed below are no longer on their line-up, the fund that corresponds to their new line-up will be added to the Plan’s investment line-up if directed by your Co-Fiduciary provider.

If you wish to change the investment line up or remove this service, consult with your Advisor, otherwise proceed to the **Plan Implementation** section of this agreement and complete the rest of the document as required. See the **Registered Investment Advisors (RIA)** section of the **Understanding Your Administrative Services** **Guide** for details on the authorities and access that a 3(38) Investment Manager will have with respect to the Contract.

Certain Firms must provide John Hancock with advance approval prior to their being added as the Firm of record. In addition, certain firms impose conditions on their being added as a Firm of record (such as regarding the timing of when they can be added). It is your responsibility to determine whether the Firm has already provided any necessary approvals to John Hancock or whether the Firm’s other requirements have been satisfied. Contact your Firm representative with any questions. **The contract will not become active prior to receiving the Firm’s approval (if required) or the satisfaction of any other conditions and John Hancock will notify you of any resulting delays.**

The Expense Ratios (ER's) shown for the Funds are based on Signature Menu. They are effective as of May 31, 2021 and reflect the sub-account charges as of the proposal print date. Some Funds are marked with a “•”. In these cases, the underlying fund (the mutual fund, collective trust, or exchanged traded fund ("ETF") in which the Fund invests) has either waived a portion of, or capped, its fees. The Expense Ratio shown reflects the net expense ratio of the underlying fund after such expense waiver or cap. Please see the **Investment Comparative Chart (ICC)** for details.

{/if} «DEL\_PARAG»{ if(RJ338\_SHORTLIST\_DOC\_FLAG==Y&&IPS\_VAL==N)}

Fund Selection Options

The option shown in bold below is currently selected for your Plan based on direction from your Raymond James advisor. The funds selected below do not constitute legal or investment advice or a recommendation to you, your Plan or its participants by John Hancock.

«RJ338\_SHORTLIST\_SERVICE\_HEADER»

Under this service, Raymond James will act as an investment manager to your Plan within the meaning of Section 3(38) of ERISA and will select and monitor the Funds under your contract. This service is not provided or guaranteed by John Hancock. Under this service, **only the bolded investment options shown below will be available to your plan**. If you wish to change the investment line up or remove this service, consult with your Raymond James Advisor, otherwise proceed to the **Plan Implementation** section of this agreement and complete the rest of the document as required. See the **Understanding Your Administrative Services Guide** for details on what authority and abilities are granted to a 3(38) Investment Manager.

«DEL\_PARAG»{/if}  
«DEL\_PARAG{ if (IPS\_VAL==N)} «DEL\_PARAG»

| **EQUITY** | | |
| --- | --- | --- |
| **Asset class** | **Fund Code** | **Investment option**  **ER** |
|  |  | «TEXT\_DELETE» |
| **Large Cap Value** | «LCV» | «LCV\_IO» |
| **Large Cap Blend** | «LCB» | «LCB\_IO» |
| **Large Cap Growth** | «LCG» | «LCG\_IO» |
| **Mid Cap Value** | «MCV» | «MCV\_IO» |
| **Mid Cap Blend** | «MCB» | «MCB\_IO» |
| **Mid Cap Growth** | «MCG» | «MCG\_IO» |
| **Small Cap Value** | «SCV» | «SCV\_IO» |
| **Small Cap Blend** | «SCB» | «SCB\_IO» |
| **Small Cap Growth** | «SCG» | «SCG\_IO» |
| **International/Global Value** | «IGV» | «IGV\_IO» |
| **International/Global Blend** | «IGB» | «IGB\_IO» |
| **International/Global Growth** | «IGG» | «IGG\_IO» |

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| **SPECIALTY/SECTOR/BALANCED** | | |
| --- | --- | --- |
| **Asset class** | **Fund Code** | **Investment option** **ER** |
| **Specialty** | «SPS» | «SPS\_IO» |
| **Sector** | «SES» | «SES\_IO» |
| **Balanced** | «BAB» | «BAB\_IO» |

| **FIXED-INCOME FUNDS** | | |
| --- | --- | --- |
| **Asset class** | **Fund Code** | **Investment option** **ER** |
| **High Quality Short Term** | «FIS\_HQ» | «FIS\_HQ\_IO» |
| **Medium Quality Short Term** | «FIS\_MQ» | «FIS\_MQ\_IO» |
| **Low Quality Short Term** | «FIS\_LQ» | «FIS\_LQ\_IO» |
| **Global Short Term** | «FIS\_GL» | «FIS\_GL\_IO» |
| **High Quality Intermediate Term** | «FII\_HQ» | «FII\_HQ\_IO» |
| **Medium Quality Intermediate Term** | «FII\_MQ» | «FII\_MQ\_IO» |
| **Low Quality Intermediate Term** | «FII\_LQ» | «FII\_LQ\_IO» |
| **Global Intermediate Term** | «FII\_GL» | «FII\_GL\_IO» |
| **High Quality Long Term** | «FIL\_HQ» | «FIL\_HQ\_IO» |
| **Medium Quality Long Term** | «FIL\_MQ» | «FIL\_MQ\_IO» |
| **Low Quality Long Term** | «FIL\_LQ» | «FIL\_LQ\_IO» |
| **Global Long Term** | «FIL\_GL» | «FIL\_GL\_IO» |

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| **ASSET ALLOCATION** | | |
| --- | --- | --- |
| **Asset class** | **Fund Code** | **Investment option** **ER** |
| **Target Risk Portfolios** | «LS\_ASSET\_ALLOC\_FUND\_CODES» | «LS\_ASSET\_ALLOC\_FUNDS» |
| **Target Date Portfolios** |  | «LC\_ASSET\_ALLOC\_FUNDS» |

«LCP\_TXT»

{/if} «DEL\_PARAG» { if (IPS\_VAL == N && GA\_FUND\_SELECTED == Y) }

|  |  |  |
| --- | --- | --- |
| **Guaranteed Accounts** | «GA» | «GA\_IO» |

{/if} «DEL\_PARAG»{ if (IPS\_VAL == N && RJ338\_SHORTLIST\_DOC\_FLAG==N) }

1. Select your Money Market or Stable Value Fund option

**Pursuant to John Hancock’s policy against short term trading practices, you must select one of the following Funds for your Contract at all times.** A Contract may not contain both a Money Market and a Stable Value Fund. See the **Stable Value Fund** and **Inter-Account Transfer** sections of the **Supplemental Information Guide** for the terms and conditions of investing in any of these Funds and for details on the use of these Funds.

1. **Money Market Funds**

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «CAP\_MMF\_FUND\_CODE» | «CAP\_MMF\_FUND\_INV\_OPTION» |

{/if} «DEL\_PARAG»{if(IPS\_VAL == N && HAS\_CAP\_FUND\_MMF==Y && RJ338\_SHORTLIST\_DOC\_FLAG==Y) }

Your Money Market Fund option

**Pursuant to John Hancock’s policy against short term trading practices, the following Fund must be selected for your Contract at all times.** A Contract may not contain both a Money Market and a Stable Value Fund. See the **Stable Value Fund** and **Inter-Account Transfer** sections of the **Supplemental Information Guide** for the terms and conditions of investing in any of these Funds and for details on the use of these Funds.

**Money Market Fund**

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «CAP\_MMF\_FUND\_CODE» | «CAP\_MMF\_FUND\_INV\_OPTION» |

{/if}«DEL\_PARAG» { if (IPS\_VAL==N && HAS\_CAP\_FUND\_SVF==Y && RJ338\_SHORTLIST\_DOC\_FLAG==N) }

1. **Stable Value Funds**

If you choose to add a Stable Value Fund:

* You may select **only one** of the Funds listed below. All Stable Value Funds compete with each other.
* You are restricted from selecting any fixed-income Fund deemed to be “Competing”. Funds that compete with a Stable Value Fund are marked with \*\* in the above investment option tables.

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «CAP\_SVF\_FUND\_CODE» | «CAP\_FUND\_INV\_OPTION» |

{/if}«DEL\_PARAG» { if (IPS\_VAL==N && HAS\_CAP\_FUND\_SVF==Y && RJ338\_SHORTLIST\_DOC\_FLAG==N && SVGIF\_FLAG==Y) }

Stable Value Guaranteed Income Fund (SVGI Fund)

The current John Hancock Stable Value Guaranteed Income Fund crediting rate, as of the preparation date, is «JH\_SVGIF\_CREDIT\_RATE». This may not be the crediting rate in effect at the time your contract becomes effective. The current interest rate being credited to the SVGI Fund may be obtained from your John Hancock representative. See the **John Hancock Stable Value Guaranteed Income Fund** section of the **Supplemental Information Guide** for information regarding the SVGI Fund.

{/if}«DEL\_PARAG» {if (IPS\_VAL==N && HAS\_CAP\_FUND\_SVF==Y && RJ338\_SHORTLIST\_DOC\_FLAG==Y) }

Your Stable Value Fund option

**Pursuant to John Hancock’s policy against short term trading practices, the following Fund must be selected for**

**your Contract at all times.** A Contract may not contain both a Money Market and a Stable Value Fund. See the **Stable**

**Value Fund** and **Inter-Account Transfer** sections of the **Supplemental Information Guide** for the terms and conditions

of investing in any of these Funds and for details on the use of these Funds.

**Stable Value Fund**

| **Fund Code** | **Investment option** **ER** |
| --- | --- |
| «CAP\_SVF\_FUND\_CODE» | «CAP\_FUND\_INV\_OPTION» |

{/if}«DEL\_PARAG» { if (IPS\_VAL==N && HAS\_CAP\_FUND\_SVF==Y && RJ338\_SHORTLIST\_DOC\_FLAG==Y && SVGIF\_FLAG==Y) }

Stable Value Guaranteed Income Fund (SVGI Fund)

The current John Hancock Stable Value Guaranteed Income Fund crediting rate, as of the preparation date, is «JH\_SVGIF\_CREDIT\_RATE». This may not be the crediting rate in effect at the time your contract becomes effective. The current interest rate being credited to the SVGI Fund may be obtained from your John Hancock representative. See the **John Hancock Stable Value Guaranteed Income Fund** section of the **Supplemental Information Guide** for information regarding the SVGI Fund.

John Hancock required revenue, other than any applicable Market Value Equalizer (see **Emerging Plan Required Revenue – Subject to waivers**) and other than the Plan Service Fees listed under **Charges for additional services**, will not apply to assets invested in the SVGI Fund. Fees listed under **Intermediary fees and payments**, other than the portion of the Financial Representative Compensation Charge used to recoup payment any deposit based commissions, will continue to be applied to assets invested in the SVGI Fund.

{/if} «DEL\_PARAG»

«PBA1»

Default investment option (DIO)

«DEL\_PARAG»{ if (WILSHIRE\_338\_SELECTION == Y) }

|  |  |
| --- | --- |
| Your CURRENT Default Investment Option  The default investment option(s) currently selected for your contract, as chosen by Wilshire Associates Incorporated, is shown below. If you have chosen to remove the Wilshire 3(38) Investment Management Service, please complete the Default Investment Options Selection Form to elect your Plan’s DIO. | |
|  | Allocation % |
| «DIO\_LIST» | |

{/if} «DEL\_PARAG»{if (WILSHIRE\_338\_SELECTION == N&&MERRILL\_LYNCH\_DOC\_FLAG==N&&UBS\_PROP\_FLAG==N

&& RJ338\_SHORTLIST\_DOC\_FLAG == N) }

|  |  |
| --- | --- |
| Your CURRENT Default Investment Option  The default investment option(s) currently selected for your contract is shown below and will be deemed selected and approved by you«DIO\_JHI\_SUPPRESS». If you are electing the Wilshire 3(38) Investment Management Service, the Default Investment Option listed in the RKA Addendum for Wilshire 3(38) Investment Management Service will be deemed selected and approved. «DIO\_JHI\_ADDTL» | |
|  | Allocation % |
| «DIO\_LIST» | |

{/if} «DEL\_PARAG{if (WILSHIRE\_338\_SELECTION == N&& MERRILL\_OR\_UBS\_FLAG==Y) }

|  |  |
| --- | --- |
| Your CURRENT Default Investment Option  The default investment option(s) currently selected for your contract is shown below and will be deemed selected and approved by you«DIO\_JHI\_SUPPRESS». | |
|  | Allocation % |
| «DIO\_LIST» | |

{/if} «DEL\_PARAG»{if (RJ338\_SHORTLIST\_DOC\_FLAG==Y) }

|  |  |
| --- | --- |
| Your CURRENT Default Investment Option  The default investment option(s) currently selected for your contract, as chosen by Raymond James, is shown below and will be deemed selected and approved by you when you select Raymond James 3(38) Retirement Plan Solution Service. | |
|  | Allocation % |
| «DIO\_LIST» | |

{/if}«DEL\_PARAG»{ if (DIO\_BLOCK\_1 == Y) }

**OR**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Designating a Different Default Investment Option  To designate a different default investment option(s), complete the following section. If all required information is not provided below, the default investment option shown above is deemed to be selected and approved by you. Enter the Fund name that is displayed in the Investment Options by Asset Class section.  «DIO\_3D» | | | | | | |
|  | Fund Name |  |  |  | Allocation % |  |
|  | dcrka020 |  |  |  | dcrka022   % |  |
|  | dcrka023 |  |  |  | dcrka025   % |  |
|  |  |  |  |  | 100% |  |

{/if}«DEL\_PARAG»{if (DIO\_BLOCK\_2 == Y) }

**OR**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Designating a Different Default Investment Option  To designate a different default investment option(s), complete the following section. If all required information is not provided below, the default investment option shown above is deemed to be selected and approved by you. Enter the Fund name that is displayed in the Investment Options by Asset Class section.    «DIO\_SEND\_3D» | | | | | | |
|  | Fund Name |  |  |  | Allocation % |  |
|  | dcrka209 |  |  | dcrka210100 % |  |
|  |  |  |  |  |  |

{/if}«DIO\_T1»«DEL\_PARAG» {if (DIO\_RJ338\_CHECKBOX\_APPLICABLE\_SELECTED ==Y) }

**dcrka026 Check this box** if your intent is to satisfy the Qualified Default Investment Alternative (QDIA) regulations described in DOL Reg. Section 2550.404c-5 (“the QDIA Regulations”). It is your responsibility to select a default investment option (DIO) that qualifies as a QDIA. John Hancock does not make any independent determination if the investment option selected (or deemed to be selected) is a QDIA. If you have any questions regarding whether a Fund qualifies as a QDIA, consult with your legal counsel or financial advisor. If this box is selected, then the notices will state that the DIO is a QDIA.

{/if}«DEL\_PARAG» {if (DIO\_RJ338\_CHECKBOX\_APPLICABLE\_NOT\_SELECTED ==Y) }

**dcrka026 Check this box** if your intent is to satisfy the Qualified Default Investment Alternative (QDIA) regulations described in DOL Reg. Section 2550.404c-5 (“the QDIA Regulations”). It is your responsibility to select a default investment option (DIO) that qualifies as a QDIA. John Hancock does not make any independent determination if the investment option selected (or deemed to be selected) is a QDIA. If you have any questions regarding whether a Fund qualifies as a QDIA, consult with your legal counsel or financial advisor. If this box is selected, then the notices will state that the DIO is a QDIA.

{/if}«DEL\_PARAG» { if (IPM\_SERVICE\_CHECK==Y) }

Managed Accounts Services

*Managed accounts service are provided by John Hancock Personal Financial Services, LLC ("JHPFS"), a registered investment adviser and affiliate of JHRPS that functions as a fiduciary with respect to the participant asset allocation advice provided through the managed accounts program. JHPFS has selected Morningstar Investment Management LLC, a registered investment advisor and wholly-owned subsidiary of Morningstar, Inc., to act as the independent financial expert for the* John Hancock Personalized Retirement Advice *managed accounts service.*

For detailed product information, see the **Supplemental Information Guide**. To review the **Investment Advisory Service Agreement**, and **FORM ADV,** visit the Managed Accounts section of the **Discover** website.

The John Hancock Personalized Retirement Advice managed accounts service will be elected as a feature of your contract. Make your election by selecting the box below.

**dcrka207 I want to use the Managed Accounts Service**

**dcrka208 I do not want to use the Managed Accounts Service**

**If you elect the dynamic retirement strategy service, as described in the below section, then the John Hancock Personalized Retirement Advice Managed Accounts Service option *must be* selected above.**

{/if}«DEL\_PARAG» { if (DYNAMIC\_RETIREMENT\_STRATEGY\_CHECK==Y) }

**Dynamic retirement strategy**

Dynamic retirement strategy creates a qualified default investment alternative that combines your plan’s target date fund option, selected above, with the John Hancock Personalized Retirement Advice (PRA) managed account service provided by John Hancock Personal Financial Services & Morningstar. **The dynamic retirement strategy** **service is only available to plans electing the John Hancock Personalized Retirement Advice managed account service.** **If the** **managed accounts service is deselected, but you select the dynamic retirement strategy** **service, then we automatically deselect both services and associated credits will be removed.**

For detailed information, see the **Supplemental Information Guide**. To review the **Investment Advisory Service Agreement**, and **FORM ADV,** visit the Managed Accounts section provided on the **Discover** website.

If dynamic retirement strategy is selected, John Hancock encourages the Plan Sponsor to update the plan’s census data with each participant’s latest annual compensation data. Updated annual compensation figures will provide the participant with a more personalized experience. If the participant does not have an annual compensation amount on file with John Hancock at the time of enrollment, John Hancock will use a default amount based on data from the U.S. Census Bureau. Once enrolled the participant will have the ability to update their annual compensation amount.

Dynamic retirement strategy will be elected as a feature of your contract. Make your election by selecting the box below.

**dcrka240 I want to use the Dynamic retirement strategy**

The dynamic retirement strategy service will transfer defaulted participant account balances from the target date fund investment option to the PRA managed account service on or about the first business day of the month following the date on which the participant attains the age shown below (please select one).

**dcrka241 40 (If no age is selected, Age 40 will be the default age)**

**dcrka242** 45

**dcrka243** 50

**dcrka244** 55

**dcrka245** Other:      dcrka246\_\_\_\_\_\_\_\_\_ (must be a whole number between 18 and 85)

{/if}«DEL\_PARAG»

Plan Implementation

«DEL\_PARAG» {if (INTERNAL\_TRANSFER\_IND == Y)}

**JH Contract-to-Contract Transfer**

As part of this contract-to-contract transfer, John Hancock will assign a dedicated Plan Implementation Manager to support you with the process. Additional details and paperwork will be provided to you at that time.

{/if}«DEL\_PARAG» {if (JH\_ENROLLMENT==Y)}

**JH Enrollment**

To set up your contract, you must provide us with a complete **Census** **File**. The information will be used by John Hancock to create a profile for your employees so that they may register on John Hancock’s participant website, enroll under the contract, and securely access and manage their retirement account using our self-serve service features. Employees may also enroll under the contract by calling a John Hancock Enrollment Specialist. More details can be found in the **Supplemental Information Guide.**

{/if}

«DEL\_PARAG» {if (CONV\_DISP\_RKA==Y) }

**JH Fund Mapping**

As part of the transfer process, you and your current investment provider will provide John Hancock with employee data (including a complete **Census File**), and other information in connection with each employee’s account at the Plan’s current investment provider (e.g., breakdown of the Plan assets by account, loan balance details, basis for hardship purposes, etc.). John Hancock will rely on this information to establish participant records under the contract, provide services in connection with your contract, allocate the assets based on the plan implementation option that you select below and, if applicable, establish transfer loan amounts for your participants. **All information received by John Hancock from you or the Plan’s current investment provider will be assumed to be accurate and complete and John Hancock will not have any liability for any information provided by you or such provider or for any other acts or omissions by you or such provider.**

**Select ONE** of the following mapping options as investment instructions for assets transferred to us from your current investmet provider and for recurring payroll contributions. Details regarding each option are in the **Supplemental Information Guide**.

**dcrka027 JH Single Fund Mapping:** All transfer assets and recurring payroll contributions will be invested in the designated Default Investment Option (DIO) selected or deemed to be selected by you in the **Default Investment Option** section, **unless** participants provide John Hancock with their investment instructions ***prior to*** the receipt of the transfer assets or the first dollar in respect of your contract, whichever occurs earlier.

**dcrka029 JH Multiple Fund Mapping:** All transfer assets and recurringpayrollcontributions are fund-to-fund mapped according to the participants’ investment instructions provided by your current investment provider and the mapping matrix you provide to us. The mapping matrix must include complete *mapping instructions for every fund to be mapped and* be provided in a format acceptable to John Hancock.

{/if}«DEL\_PARAG» {if (JH\_TDF\_JQDIA\_FLAG==Y) }

**JH Fund Mapping**

As part of the transfer process, you and your current investment provider will provide John Hancock with employee data (including a complete **Census File**), and other information in connection with each employee’s account at the Plan’s current investment provider (e.g., breakdown of the Plan assets by account, loan balance details, basis for hardship purposes, etc.). John Hancock will rely on this information to establish participant records under the contract, provide services in connection with your contract, allocate the assets based on the plan implementation option that you select below and, if applicable, establish transfer loan amounts for your participants. **All information received by John Hancock from you or the Plan’s current investment provider will be assumed to be accurate and complete and John Hancock will not have any liability for any information provided by you or such provider or for any other acts or omissions by you or such provider.**

The following mapping option has been set as investment instructions for assets transferred to us from your current investmet provider and for recurring payroll contributions. Details regarding each option are in the **Supplemental Information Guide**.

**dcrka026rka027 JH Single Fund Mapping:** All transfer assets and recurring payroll contributions will be invested in the designated Default Investment Option (DIO) selected or deemed to be selected by you in the **Default Investment Option** section, **unless** participants provide John Hancock with their investment instructions ***prior to*** the receipt of the transfer assets or the first dollar in respect of your contract, whichever occurs earlier.

{/if}«DEL\_PARAG»{ if(GIFLIND == Y && VERSION == G03) }

Guaranteed Income for Life Select

{/if}«DEL\_PARAG»{ if(GIFLIND == Y && VERSION == G03) }

«GIFL1»

If the Lifetime Income Benefit rider is selected, you are responsible for ensuring the rider is suitable for the Plan and that the benefits provided by the rider are permitted under the Plan. You acknowledge that John Hancock reserves the right to limit the availability of this feature at any time without notice.

You may terminate the rider at any time by providing written notification to us. John Hancock reserves the right to suspend all future contributions under the rider. Any such change will be made in accordance with the provisions and procedures stated in the contract.

Subject to the terms and conditions outlined in the rider and the contract, Guaranteed Income for Life Select provides predictable growth, year after year while saving for retirement and retirement income for the life of the participant even if the market value of the assets allocated to the applicable investment options (described below) reduces to zero.

Applicable investment options

Guaranteed Income for Life Select applies to contributions that are allocated to the following investment options (referred to as ''applicable investment options'') by participants who have elected this option. We reserve the right to determine which applicable investment options will be made available under this feature. These investment options may be subject to change, from time to time, subject to the provisions and procedures stated in the contract. See the **Investment Comparative Chart (ICC)** for full details on the applicable investment options.

By electing this feature, the **Investment Options – Risk Based** shown below are automatically selected for your contract and must remain selected as long as the rider is in effect. The **Investment Options – Risk Based** are mandatory investment options under Guaranteed Income for Life Select. All of the Investment Options below are available only under this feature. «GIFL2»

The Expense Ratios shown below apply to the applicable investment options in addition to the Guaranteed Income for Life Select fee outlined in the **Plan costs** section.

**«GIFL\_A\_CAT» «ER\_HDG»**

«MACPAC\_A\_LIST»

{/if}«DEL\_PARAG»{ if(GIFLIND == Y && VERSION == G03) }

«MAC4»

«CHK3» «MAC5»

If you elect this feature, you acknowledge that all provisions related to this feature, as well as the assumptions, charges, fees and adjustments applicable to the rider have been explained to you. You agree you fully understand the effect of these charges, fees and adjustments under the rider and agree to accept the terms and conditions that govern the provision of the benefits under this rider. All provisions of the contract apply to the rider, except that in the event of a conflict between the provisions of the contract and the rider, the provisions of the rider will prevail.

See the **Supplemental Information Guide** for details on Guaranteed Income for Life Select**.**

«MAC2»

«CHK2» dcrka032 «MAC3»

{/if} «DEL\_PARAG» { if(GA\_FUND\_SELECTED == Y) }

Guaranteed accounts

Guaranteed account rates

The following is an illustration of the types of interest rates that would apply to contributions received on «GAINFO1\_PINPOINT». The rates shown will not necessarily apply to contributions received under your contract. «GAR1\_PINPOINT»

«TBLHDR»

«GA\_3YR»

«GA\_5YR»

«GA\_10YR»

The **monthly rate** is declared by John Hancock at the beginning of each month, and applies to all recurring contributions made to the Guaranteed Accounts during that month. The **current rate** applies to inter-account transfers and to amounts reinvested at maturity. It reflects market conditions and may change on a daily basis.

«GAINFO2»

At the end of the first reporting year, a composite transfer rate is determined in the same manner as for recurring contributions. The appropriate composite rate applies to the transferred amounts for the balance of the account's investment maturity period. See the **Supplemental Information Guide** for details on investing in, and transfers and withdrawals from, the Guaranteed Accounts.

{/if}«DEL\_PARAG»

Client contact information

Complete the sections below to assign roles and responsibilities to individual(s) within your company. For additional information on these roles, responsibilities, their associated website privileges, and the terms and conditions governing your designation of the Plan's client contacts, refer to the **Understanding Your Administrative Services Guide**. Read this information carefully before completing the sections below. If you are using an outside payroll provider, see the **Payroll Services** section of this document for more details.

**Trustees/Responsible Plan Fiduciaries (who provide their information on the For Signature page):** Provide direction on any matter related to your contract or this agreement. Unless you notify us otherwise, the individuals signing this agreement are automatically assigned to the role of Trustee/Responsible Plan Fiduciary.

**Authorized signers:** Provide administrative direction, submit and update employee census information, and approve financial transactions allowed under your contract. **Specimen signatures must be provided for all Authorized Signers.**

**Administrative contacts:** Provide administrative direction, submit and update employee census information under the contract.

**Payroll administrators:** Submit contribution and employee census information.

**Authorized signers (If adding a contact, all fields are required)**

|  |  |  |
| --- | --- | --- |
| **Name (First then last)** | **Social security number\*** | **Access to ACH Bank Account** |
| dcrka033 | dcrka034 | dcrka036 Yes |
| **Email address** | **Signature** | |
| dcrka035 |  | |
| **Phone Number** |  | |
| dcrka238 |  | |

|  |  |  |
| --- | --- | --- |
| **Name (First then last)** | **Social security number\*** | **Access to ACH Bank Account** |
| dcrka038 | dcrka039 | dcrka041 Yes |
| **Email address** | **Signature** | |
| dcrka040 |  | |
| **Phone Number** |  | |
| dcrka239 |  | |

|  |  |  |
| --- | --- | --- |
| **Name (First then last)** | **Social security number\*** | **Access to ACH Bank Account** |
| dcrka215 | dcrka216 | dcrka218 Yes |
| **Email address** | **Signature** | |
| dcrka217 |
| **Phone Number** |  | |
| dcrka219 |  | |

**Administrative contacts and Payroll administrators (If adding a contact, all fields are required)**

|  |  |  |
| --- | --- | --- |
| **Name (First then last)** | **Social security number\*** | **Access to ACH Bank Account** |
| dcrka043 | dcrka044 | dcrka046 Yes |
| **Email address** | **Role (select one)**  **dcrka048** Administrative contact  **OR**  **dcrka049** Payroll administrator | |
| dcrka045 |  | |
| **Phone Number** |  | |
| dcrka220 |  | |

|  |  |  |
| --- | --- | --- |
| **Name (First then last)** | **Social security number\*** | **Access to ACH Bank Account** |
| dcrka050 | dcrka051 | dcrka053 Yes |
| **Email address** | **Role (select one)**  **dcrka055** Administrative contact  **OR**  **dcrka056** Payroll administrator | |
| dcrka052 |  | |
| **Phone Number** |  | |
| dcrka221 |  | |

|  |  |  |
| --- | --- | --- |
| **Name (First then last)** | **Social security number\*** | **Access to ACH Bank Account** |
| dcrka222 | dcrka223 | dcrka225 Yes |
| **Email address** | **Role (select one)**  **dcrka226** Administrative contact  **OR**  **dcrka227** Payroll administrator | |
| dcrka224 |
| **Phone Number** |
| dcrka228 |

\*To provide electronic access to the Plan Sponsor website for the individuals listed above and any Trustees/Responsible Plan Fiduciaries signing this agreement, we require email addresses and Social Security Numbers (SSN). The SSN is only used to authenticate the identity of individuals registering for the Plan Sponsor website. We use email addresses for communicating with you and the individuals below.

«DEL\_PARAG»{ if(IS\_457\_IND == Y) }

**Additional Contacts:** You must designate **one** individual in your company to serve as the Plan’s Primary Contact and **one** individual to receive Plan Sponsor general correspondence from us (the Client Mail Recipient). You may designate the same individual for both roles, but the individual(s) must be a Trustee/Responsible Plan Fiduciary, Authorized Signer or Administrative Contact.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Primary Contact: | Name: | dcrka064 | | | Telephone: | dcrka065 | |
| Client Mail Recipient (not for Trustee mailings): | | | Name: | dcrka067 | | |

**Address information:** The address we use for communicating with you is based on the address information provided on the contract application. If your mailing or courier addresses are different, contact your John Hancock representative for assistance.

{/if} «DEL\_PARAG» { if(DIO\_SEND\_FLAG\_NOT\_AVAILABLE == N && IS\_457\_IND == N) }

**Additional Contacts:** You must designate **one** individual in your company to serve as the Plan’s Primary Contact, **one** individual to receive Plan Sponsor general correspondence from us (the Client Mail Recipient) and **one** individual who will be listed as the Plan Contact on the ICC (the ICC Designate). You may designate the same individual for all roles, but the individual(s) must be a Trustee/Responsible Plan Fiduciary, Authorized Signer or Administrative Contact. The ICC designate is shown as the contact for employee enquiries in the ERISA s. 404a-5 support materials available from us for your use; if none is named, contact will default to Primary Contact or Trustee/Responsible Plan Fiduciary that signed this Recordkeeping Agreement.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Primary Contact: | Name: | dcrka064 | | | Telephone: | dcrka065 | |
| Client Mail Recipient (not for Trustee mailings): | | | Name: | dcrka067 | | |
| ICC Designate: | Name: | dcrka068 | | | Telephone: | dcrka069 | | |

**Address information:** The address we use for communicating with you is based on the address information provided on the contract application. If your mailing or courier addresses are different, contact your John Hancock representative for assistance.

{/if} «DEL\_PARAG» { if (DIO\_SEND\_FLAG\_NOT\_AVAILABLE == Y && IS\_457\_IND == N) }

**Additional Contacts:**

You must designate:

* **One** individual in your company to serve as the Plan’s Primary Contact,
* **One** individual to receive Plan Sponsor general correspondence from us (the Client Mail Recipient),
* **One** individual who will be listed as the Plan Contact on the ICC (the ICC Designate will be listed on the 404a-5 Notice John Hancock makes available to the plan for employee ERISA s.404a-5 investment inquiries), and
* **One** individual who will be listed as the Plan Contact in the notices created by SEND Service for employee inquiries.

You may designate the same individual for all roles, but the individual(s) must be a Trustee/Responsible Plan Fiduciary, Authorized Signer or Administrative Contact. If any, or all entries are left blank for any of these roles, the contact used will default to the first Trustee/Responsible Plan Fiduciary that signed this Recordkeeping Agreement.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Primary Contact: | Name: | | dcrka064 | | | Telephone: | dcrka065 | |
| **Client Mail Recipient** (not for Trustee mailings)**:** | | | | | Name: | dcrka067 | | |
| **ICC Designate:** | | | Name: | dcrka068 | | | Telephone: | dcrka069 |
| SEND Service Contact: | Name: | | dcrka070 | | | Telephone: | dcrka071 | |

**Address information:** The address we use for communicating with you is based on the address information provided on the contract application. If your mailing or courier addresses are different, contact your John Hancock representative for assistance.

{/if} «DEL\_PARAG»

Intermediary information

If applicable, the parties designated below have access to contract information and may be entitled to receive fee payments as described in the Intermediary fees and payments section of this agreement. For specific information about access privileges see details below.

It is your responsibility to require these parties to ensure all information made available to them is safe guarded and protected in accordance with the standards required by law. John Hancock is not responsible for any breach of responsibilities by these parties. If employee authorizations are required before any Plan-level and/or participant account-level information may be provided to the parties designated below, you are responsible for obtaining such authorizations.

Contact your John Hancock representative if an intermediary or Plan Auditor is not known at the time of signing this agreement.

«DEL\_PARAG»{if(SHOW\_FINANCIAL\_REPRESENTATIVE\_INFORMATION\_SECTION==Y)}

**Financial representative information**

Complete the information below to designate the Financial Representative (FR) Firm to whom John Hancock will make available plan-level and participant-account-level information and, in certain cases, certain web access privileges to enable them to provide the necessary plan and contract services to you. The Individual FR(s) are employed by the FR Firm, and the FR Firm may remove or replace your Individual FR without cause at any time. If there is any change in your Individual FR, John Hancock will continue to make compensation payments to the FR Firm in accordance with the **Intermediary fees and payments** section of the **Supplemental Information Guide**.

For details on web access and privileges available to the FR Firm, see the **Intermediary services** section of the **Understanding Your Administrative Services Guide**. In providing the information below, you authorize John Hancock to make such information and access privileges available to the parties designated below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Financial Representative Firm Name**        dcrka073 | | | | **Firm Plan ID (if applicable)**        dcrka074 | | |
| **Address**        dcrka075 | | | | | | |
|  | **Comp. % Split** | |  | | **Comp. % Split** | |
| **Individual Financial Representative Name**        dcrka076 | | dcrka077 | **Individual Financial Representative Name**        dcrka078 | | | dcrka079 |
| **Individual Financial Representative Name**        dcrka080 | | dcrka081 | **Individual Financial Representative Name**        dcrka082 | | | dcrka083 |

{/if}«DEL\_PARAG»{if(SHOW\_RIA\_INFORMATION\_SECTION==Y && RJ338\_SHORTLIST\_DOC\_FLAG==N)}

**RIA / 3(38) Investment Manager information**

Complete the information below to designate the firm which provides investment advisory or investment management services for your contract. John Hancock will make available Plan and participant account-level information and, in certain cases, access privileges to enable the designated individual representative(s) of the firm to provide Plan and contract related services to you. For details on the web access and privileges available to the individual representative, see the **Understanding Your Administrative Services Guide**. In providing the information below, you authorize John Hancock to make such information and access privileges available to the party designated below.

If the designated individual representative will be acting as a “3(38) Investment Manager” on behalf of the firm **on this plan**, please check the ‘3(38)’ box below, and provide a specimen signature. A specimen signature must be provided for all 3(38) advisors. See the **Understanding Your Administrative Services Guide** for details on what authority and abilities are granted to a 3(38) Investment Manager.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Firm Name**        dcrka084 | | | **Firm Plan ID (if applicable)**        dcrka172 | | | **IARD Number (if applicable)**        dcrka085 | | |
| **Address**        dcrka086 | | | | | **The firm is a:** | | RIA Bank Ins. Co.  dcrka087  dcrka088  dcrka089 | |
|  | **Comp. % Split** | | | **Specimen Signature** | | | | **3(38)** |
| **Individual Representative Name**        dcrka090 | | dcrka091 | |  | | | | dcrka092 |
| **Individual Representative Name**        dcrka093 | | dcrka094 | |  | | | | dcrka095 |
| **Individual Representative Name**        dcrka096 | | dcrka097 | |  | | | | dcrka098 |

**{/if}«DEL\_PARAG»{if(RJ338\_SHORTLIST\_DOC\_FLAG==Y)}**

**RIA / 3(38) Investment Manager information**

Complete the information below to designate the firm which provides investment advisory or investment management services for your contract. John Hancock will make available Plan and participant account-level information and, in certain cases, access privileges to enable the designated individual representative(s) of the firm to provide Plan and contract related services to you. For details on the web access and privileges available to the individual representative, see the **Understanding Your Administrative Services Guide**. In providing the information below, you authorize John Hancock to make such information and access privileges available to the party designated below.

If the designated individual representative will be acting as a “3(38) Investment Manager” on behalf of the firm **on this plan**, please check the ‘3(38)’ box below, and provide a specimen signature. A specimen signature must be provided for all 3(38) advisors. See the **Understanding Your Administrative Services Guide** for details on what authority and abilities are granted to a 3(38) Investment Manager.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Firm Name**        dcrka084 | | | **Firm Plan ID (if applicable)**        dcrka172 | | | **IARD Number (if applicable)**        dcrka085 | | |
| **Address**        dcrka086 | | | | | **The firm is a:** | | RIA Bank Ins. Co.  dcrka087  dcrka088  dcrka089 | |
|  | **Comp. % Split** | | | **Specimen Signature** | | | | **3(38)** |
| **Individual Representative Name**        dcrka090 | | dcrka091 | | N/A | | | | dcrka092 |
| **Individual Representative Name**        dcrka093 | | dcrka094 | | N/A | | | | dcrka095 |
| **Individual Representative Name**        dcrka096 | | dcrka097 | | N/A | | | | dcrka098 |

**{/if}«DEL\_PARAG»{if(UBS\_PROP\_FLAG==Y)}**

**RIA Investment Manager information**

Complete the information below to designate the firm which provides investment advisory or investment management services for your contract. John Hancock will make available Plan and participant account-level information and, in certain cases, access privileges to enable the designated individual representative(s) of the firm to provide Plan and contract related services to you. For details on the web access and privileges available to the individual representative, see the **Understanding Your Administrative Services Guide**. In providing the information below, you authorize John Hancock to make such information and access privileges available to the party designated below.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Firm Name**        dcrka084 | | | **Firm Plan ID (if applicable)**        dcrka172 | | **IARD Number (if applicable)**        dcrka085 | | | |
| **Address**        dcrka086 | | | | **The firm is a:** | | RIA Bank Ins. Co.  dcrka087  dcrka088  dcrka089 | | |
|  | **Email address** | | | | | | **Comp. % Split** |  |
| **Individual Representative Name**        dcrka090 | | dcrka209 | | | | | dcrka091 | |
| **Individual Representative Name**        dcrka093 | | dcrka210 | | | | | dcrka094 | |
| **Individual Representative Name**        dcrka096 | | dcrka211 | | | | | dcrka097 | |

{/if}«DEL\_PARAG»{ if (MERRILL\_LYNCH\_DOC\_FLAG == Y) }

**Merrill Information**

Complete the information below to designate the firm which provides investment advisory or investment management services for your contract. John Hancock will make available Plan and participant account-level information and, in certain cases, access privileges to enable the designated individual representative(s) of the firm to provide Plan and contract related services to you. For details on the web access and privileges available to the individual representative, see the **Understanding Your Administrative Services Guide**. In providing the information below, you authorize John Hancock to make such information and access privileges available to the party designated below. If there are additional Investment Advisor Representatives (IARs) providing Education & Plan Services (EPS), please complete the information below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Firm Name #1**  Merrill Fiduciary Advisory Services | **IARD/CRD #**  CRD 7691 | | **The firm is a** | RIA | **PC Tracking Number**  **(mandatory)**  **dcrka196** |
| **Firm Name #2**  Merrill Education & Plan Services | **IARD/CRD #**  CRD 7691 | | **The firm is a** | RIA |
| **Individual Representative #1** | | | | | |
| **Individual Representative Name**        dcrka173 | **Comp. % Split**        dcrka229 | **IARD/CRD # (if applicable)**        dcrka174 | | | |
| **Email address**        dcrka175 | | **Social Security Number\***        dcrka176 | | | |
| **Individual Representative #2** | | | | | |
| **Individual Representative Name**        dcrka177 | **Comp. % Split**        dcrka230 | **IARD/CRD # (if applicable)**        dcrka178 | | | |
| **Email address**        dcrka179 | | **Social Security Number\***        dcrka180 | | | |

\*: Social Security Number is only required if it is the advisor’s first appointment with John Hancock.

{/if}«DEL\_PARAG»

Third-Party Administrator (TPA) information

Complete the information below to designate the Third-Party Administrator for your contract. John Hancock will make available Plan and participant account level information and, in certain cases, access privileges to enable your Third-Party Administrator to provide Plan and contract related services to you. For details on the web access and privileges available to your Third-Party Administrator, see the TPA Services section of the Understanding Your Administrative Services Guide. In providing the information below, you authorize John Hancock to make such information and access privileges available to the party designated below.

«DEL\_PARAG» { if(BUNDLE\_GA\_INDICATOR == Y) }

|  |  |
| --- | --- |
| **Firm Name**  «TPA\_JH\_FIRM\_NAME» **dcrka099** | **TPA Implementation Contact Name**        dcrka100 |
| **Address**  «TPA\_JH\_ADDRESS» | **Telephone**        dcrka104 |

{/if}«DEL\_PARAG»{ if(BUNDLE\_GA\_INDICATOR == N) }

|  |  |
| --- | --- |
| **Firm Name**        dcrka099 | **TPA Implementation Contact Name**        dcrka100 |
| **Address**        dcrka103 | **Telephone**        dcrka104 |

dcrka203 Check here if the ‘Plan’ indicated in this agreement is the same company as the TPA Firm listed above. If so, consult with your John Hancock Representative to determine how to grant access to users responsible for administering the plan.

**TPA website access privileges**

Your TPA Firm (including the individuals authorized to act on the TPA Firm’s behalf, as agreed to between you and your TPA Firm), will be granted the following website privileges unless you check the box(es) labeled “no” below:

1) Authority to send contributions and employee census files (including access to your contract’s cash account and updating census information online):  dcrka231 No, do not grant this privilege

2) Authority to direct ACH transactions:  dcrka232 dcNo, do not grant this privilege

See the **Understanding Your Administrative Services Guide** for details on this service.

{/if}«DEL\_PARAG»{ if(RKA\_TRUSTEE\_INFO == Y) }

Third-party trustee information

Complete the information below to designate a Third-Party Trustee for your contract. For more information about the access privileges provided to the Third-Party Trustee, see the Client Contact Information section of this document.

|  |  |
| --- | --- |
| **Firm Name**        dcrka106 | |
| **Contact Name**        dcrka107 | |
| **Address**        dcrka108 | |
| **Telephone**        dcrka109 |  |

{/if}«DEL\_PARAG»{ if(XPF == Y) }

**Auditor Information** (leave blank if not known at time of signing agreement)

Complete the information below to designate the Plan Auditor. John Hancock will provide your designated Plan Auditor access to information relating to your Contract’s audit such as your financial statements, Schedule A and Schedule C information, John Hancock’s Annual Report, and SOC 1 Report, and other supporting documents which can be readily supplied. If requested, Auditor of record information will be provided to other intermediaries designated by the Plan on record with John Hancock.

|  |  |
| --- | --- |
| **Firm Name**        dcrka111 | |
| **Auditor Primary Contact**        dcrka112 | |
| **Address**        dcrka113 | |
| **Telephone**        dcrka114 |  |

{/if}

«DEL\_PARAG»**{ if(TFF == Y) }**

**Current retirement plan provider information**

Complete the information below to identify your current retirement plan provider. John Hancock will work with you, your current provider, and your Third-Party Administrator (identified above) to transition your plan to John Hancock by a mutually agreed upon date, or on a best efforts basis.

|  |
| --- |
| **Company Name** rka116       dcrka116 |

{/if}«DEL\_PARAG»

Consent for electronic delivery of contract documents

John Hancock can provide delivery of, and access to, your Contract (including any state regulatory notices issued with it) and any subsequent amendments to the Contract (collectively hereinafter referred to as “Contract documents”) via the Plan Sponsor website provided you consent to accept delivery of these Contract documents electronically. See the **Understanding Your Administrative Services Guide** for details on this service and the requirements that apply to your selection of this service.

«CED1»

«CED\_CHK»dcrka120 «CED2»

«DEL\_PARAG»{ if(CED\_OTHER\_STATES == Y) }

* 1. Request a paper copy or a copy in non-electronic form of the Contract documents, at no additional cost, even if I have provided my consent;
  2. Request assistance if I have difficulty accessing the document(s) on the website; and
  3. Change my consent response.

{/if} «DEL\_PARAG»

«CED\_CHK»dcrka121 «CED3»

«CED4»

Electronic Delivery of Plan Documents to Participants

Electronic delivery at John Hancock means that participants and beneficiaries for whom we have a valid email and/or mobile phone number on file will be sent an electronic notification informing them that a plan document is available on John Hancock’s participant website.  The electronic notification will indicate how the participant or beneficiary may then view such document on John Hancock’s participant website.

John Hancock will electronically deliver such plan documents to participants and beneficiaries in this manner in accordance with federal regulations and/or if you check below to indicate that your participants can access your company’s electronic systems.

dcrka214 **Yes, my work force is “wired-at-work”.** Each active Plan participant is able to access electronic documents at any location where the participant is reasonably expected to perform duties for the company, and access to the company’s electronic information system is an integral part of each participant’s duties for the company.

Participants may always receive paper versions of documents upon request and manage their communication preferences by going online or contacting John Hancock.

«DEL\_PARAG»{ if(JH\_PASSIVE\_TRUSTEE\_CHECK == Y) }

John Hancock Trustee Service

The John Hancock Trustee Service is made available to your Plan by John Hancock through its affiliate, John Hancock Trust Company LLC (“JH Trust”). For complete details on this service, and to select this service, please complete, sign, and return the **John Hancock Trust Company LLC Agreement for Nondiscretionary Trustee Services** with this agreement to your John Hancock representative. Please note that this service is not available to Plans utilizing a standardized Prototype Plan Document.

John Hancock will make available plan-level information and certain web access privileges to JH Trust representatives to enable them to provide the trustee services to your Plan.

Make your election by selecting the appropriate box below. If no election is made, then the **bolded** option will be deemed to have been elected.

{/if}«DEL\_PARAG»{ if(JH\_PASSIVE\_TRUSTEE\_CHECK == Y && JH\_PASSIVE\_TRUSTEE\_FLG ==Y) }

dcrka181 **I want to use the John Hancock Trustee Service**

dcrka182 Ido not want to use the John Hancock Trustee Service

{/if}«DEL\_PARAG»{ if(JH\_PASSIVE\_TRUSTEE\_CHECK == Y && JH\_PASSIVE\_TRUSTEE\_FLG ==N) }

dcrka181 I want to use the John Hancock Trustee Service

dcrka182 **I do not want to use the John Hancock Trustee Service**

{/if}«DEL\_PARAG»{if(MERRILL\_LYNCH\_DOC\_FLAG==N && RJ338\_SHORTLIST\_DOC\_FLAG==N && COFID\_TYPE\_338\_FLAG==N )}

Contract fees and charges

Refer to the **Plan Costs** section of this agreement for a listing of your contract-level fees and charges. You may choose to bill these fees and charges to the Plan Sponsor or deduct them from participant accounts. Note: The following items are not eligible for billing to the plan sponsor and must be deducted from participant accounts (if applicable):1) Credits to Participants, 2) Third- party administrator services, 3) Wilshire 3(21) Adviser service, 4) Wilshire 3(38) Investment Management service 5) Registered investment advisory services, and 6) SEND service. Notwithstanding the foregoing, if the Class of Funds for your contract is the Signature Menu Option and you have selected to have a Plan Expense Reduction Account maintained under your contract that is to be funded via the contract’s annualized asset charge, the billing method is not available (i.e. you may only select from one of the deduction options below for the payment of your contract-level fees and charges).

{/if}«DEL\_PARAG»{if(RJ338\_SHORTLIST\_DOC\_FLAG==Y) }

Contract fees and charges

Refer to the **Plan Costs** section of this agreement for a listing of your contract-level fees and charges. You may choose to bill these fees and charges to the Plan Sponsor or deduct them from participant accounts. Note: The following items are not eligible for billing to the Plan Sponsor and must be deducted from participant accounts (if applicable):1) Credits to Participants, 2) Third- party administrator services and 3) Registered investment advisory services. Notwithstanding the foregoing, if the Class of Funds for your contract is the Signature Menu Option and you have selected to have a Plan Expense Reduction Account maintained under your contract that is to be funded via the contract’s annualized asset charge, the billing method is not available (i.e. you may only select from one of the deduction options below for the payment of your contract-level fees and charges).

{/if}«DEL\_PARAG»{ if (MERRILL\_LYNCH\_DOC\_FLAG == Y) }

Contract fees and charges

Refer to the **Plan Costs** section of this agreement for a listing of your contract-level fees and charges. You may choose to bill these fees and charges to the Plan Sponsor or deduct them from participant accounts. Note: The following items are not eligible for billing to the Plan Sponsor and must be deducted from participant accounts (if applicable):1) Credits to Participants, 2) Third- party administrator services and 3) Merrill Lynch services. Notwithstanding the foregoing, if the Class of Funds for your contract is the Signature Menu Option and you have selected to have a Plan Expense Reduction Account maintained under your contract that is to be funded via the contract’s annualized asset charge, the billing method is not available (i.e. you may only select from one of the deduction options below for the payment of your contract-level fees and charges).

{/if}«DEL\_PARAG»{ if (COFID\_TYPE\_338\_FLAG==Y) }

Contract fees and charges

Refer to the **Estimated annual** **Plan Costs** section of this agreement for a listing of your contract-level fees and charges. You may choose to bill these fees and charges to the Plan Sponsor or deduct them from participant accounts. Note: The following items are not eligible for billing to the Plan Sponsor and must be deducted from participant accounts (if applicable):1) Credits to Participants, 2) Third- party administrator services and 3) Registered investment advisory services and 4)SEND service. Notwithstanding the foregoing, if the Class of Funds for your contract is the Signature Menu Option and you have selected to have a Plan Expense Reduction Account maintained under your contract that is to be funded via the contract’s annualized asset charge, the billing method is not available (i.e. you may only select from one of the deduction options below for the payment of your contract-level fees and charges).

{/if}«DEL\_PARAG»

Select the method you would like to use for paying the contract fees and charges:

dcrka123 Deduct all eligible contract-level fees and charges from participants’ accounts

dcrka124 Deduct all eligible contract-level fees and charges, except for the John Hancock dollar based participant fee, which will be billed to the Plan Sponsor (if applicable)

dcrka125 Bill the plan sponsor for all eligible contract-level fees and charges

Any fees and charges billed to the plan sponsor are due and payable 30 days after the billing date. If not paid within this time frame, we automatically deduct the amounts billed from participants’ accounts. Once a default has occurred, we reserve the right to deduct all future fees and charges from participants’ accounts. It is your responsibility to ensure that such deduction is permissible under the terms of your Plan. See the **General Conditions for Services** section of the **Understanding Your Administrative Services Guide** for more details.

Adherence to federal regulations

Consistent with federal regulations, John Hancock’s policy prohibits it from doing business with an individual or entity whose funds may be derived from marijuana-related businesses (such as marijuana cultivation, distribution and/or sale activities).  By checking this box, you hereby warrant that the employer (i) is not engaged in marijuana-related businesses and (ii) does not derive funds from marijuana-related businesses.

dcrka237 I acknowledge and warrant that the above statement is true and accurate

Banking authorization for automated clearing house (ACH) transactions

If you want to authorize John Hancock to process contributions or pay a bill under your contract by automated payment from the bank account,

Provide banking information by completing the section below. By entering the banking information in this section, you are confirming that any bank accounts listed below are affiliated with Plan Sponsor.

Account #1:

|  |  |
| --- | --- |
| Bank Name: | dcrka199 |
| ABA / Routing Number: | dcrka200 |
| Account Number: | dcrka201 |
| Name on Account: | dcrka202 |

Account #2:

|  |  |
| --- | --- |
| Bank Name: | dcrka233 |
| ABA / Routing Number: | dcrka234 |
| Account Number: | dcrka235 |
| Name on Account: | dcrka236 |

If you will be submitting information and/or documentation for more than one additional bank accounts, please contact your John Hancock representative and provide a void check, a bank letter, or a Trustee/Responsible Plan Fiduciary signed listing that includes the Bank Name, ABA/Routing Number, Account Number, and Name on Account, and Account Type for each account you want to set up.

Payroll Services

Complete this section if you would like your Plan to select one of our payroll services. See the **Understanding Your Administrative Services Guide** for details.

|  |  |
| --- | --- |
| **Payroll Vendor Company Name** | **Payroll Vendor Contact Name**        dcrka139 |
| dcrka138 |
| **Email Address** | **Phone Number** |
| dcrka205 | dcrka140 |

dcrka213 **I am interested in choosing a payroll service**. Selecting a payroll service (such as ‘Payroll Path’ or ‘Payroll 360’) may enable us to receive electronic contribution instructions and census information directly from your payroll vendor. It may enable us to transmit certain payroll changes directly to participating payroll vendors.

**Speak with your John Hancock representative about the options available to your Plan. Qualifications are required.**

**If you select a payroll service, at least one individual at your company,** listed in the **Client Contact Information** section, will receive any Payroll service notifications via the Plan Sponsor website whenever files from your Payroll Company are received. This individual will be the ‘Primary Contact’ identified, or deemed to have been identified, in the Client contact information section. This individual must have access to the Plan Sponsor website and responsibility to facilitate review of the file and payment to John Hancock each time an online notification is received.

This Recordkeeping agreement consists of 27 pages.

**By signing this agreement, you agree you have received, read and fully understand all provisions contained in this agreement and the supplementary documents listed in The agreement section on page 1 of this document relating to the investment options, assumptions, plan implementation options, charges, fees, and adjustments applicable to all contributions, loans, withdrawals, administrative and recordkeeping services provided under this agreement and the contract applied for**.

You acknowledge that the disclosures made by John Hancock in this agreement and the supplementary documents were provided to you reasonably in advance of this agreement being entered into. You also understand and acknowledge that if there are changes to this information, updated information will be provided on the Plan Sponsor website, and you hereby agree that it is your responsibility to access this website periodically and review this updated information at least monthly. You also agree to the services provided and/or selected under this agreement and accept the terms and conditions noted herein and the supplementary documents. You agree to provide such Plan and employee information to us that we may request for provision of these services. You understand that if employee authorizations are required before such information is provided to us, you are responsible for obtaining such authorizations. John Hancock is fully entitled to rely on the information and act on instructions provided by you or your agents.

In witness whereof, each party has caused this agreement to be executed by its duly authorized representative.

**«DEL\_PARAG» { if(SIGNY == N) }**

**John Hancock Life Insurance Company (U.S.A.)**



**President**

**{/if} «DEL\_PARAG» { if(SIGNY == Y) }**

**John Hancock Life Insurance Company of New York**



**President**

**{/if} «DEL\_PARAG»**

The individual(s) signing below is/are responsible for determining whether the contract and this agreement (together with the supplementary documents) are suitable for their Plan and is/are authorized to sign this agreement on behalf of the Plan and its related trust. If more than one individual is signing as trustee/Responsible Plan Fiduciary, directions provided to John Hancock by one trustee/Responsible Plan Fiduciary shall be treated as being provided by all trustees/Responsible Plan Fiduciaries (including, but not limited to, a direction from one trustee/Responsible Plan Fiduciary to add or remove a trustee/Responsible Plan Fiduciary). If a Stable Value Fund is selected you acknowledge that you have read and agree to the terms stated in the **Supplemental Information Guide**.

**If an executed copy of this agreement is not received by John Hancock on or prior to the expiry date shown on the cover page, John Hancock reserves the right to void this agreement and issue a new proposal.**

**Trustee(s) or Responsible Plan Fiduciary(ies): Complete the sections below.**

**We will assume all individuals signing below to be a Trustee of the Plan. However, if the John Hancock Trustee Service has been elected, we will instead consider all individuals signing below to be a Responsible Plan Fiduciary.**

**Correspondence to Trustees/Responsible Plan Fiduciaries:** Any correspondence addressed to the Trustee/Responsible Plan Fiduciary is sent to the Trustee mailing address provided on the contract application. If more than one Trustee/Responsible Plan Fiduciary is signing this agreement indicate the one Trustee/Responsible Plan Fiduciary, signing below, who should be the Trustee Mail Recipient. If no Trustee Mail Recipient is elected, we will deem that the individual indicated in the first box that has been completed, to be the Trustee Mail Recipient.

For Non-Discretionary (Passive or Directed) Trustee Plans, the Trustee Mail Recipient must be a Responsible Plan Fiduciary. You must notify us (i) if there is a change in the Trustee Mail Recipient, or (ii) f*or Non-Discretionary (Passive or Directed) Trustee Plans,* if the Trustee Mail Recipient is no longer a Responsible Plan Fiduciary.

**Trustee / Responsible Plan Fiduciary 1:**

|  |  |  |
| --- | --- | --- |
| **Print name**        dcrka146 | **Social security number\***        dcrka147 | |
| **Email address (must be a Company address, unique to the individual)**        dcrka149 | **Telephone number**        dcrka148 | |
| **Name of Firm (if different than the Plan Sponsor)**        dcrka185 | | Trustee/Responsible Plan Fiduciary Mail Recipient:  dcrka143 |
| **Signature**  dcrka150 | | dcrka187 |
| **Date** |

**Trustee / Responsible Plan Fiduciary 2:**

|  |  |  |
| --- | --- | --- |
| **Print name**        dcrka151 | **Social security number\***        dcrka152 | |
| **Email address (must be a Company address, unique to the individual)**        dcrka154 | **Telephone number**        dcrka153 | |
| **Name of Firm (if different than the Plan Sponsor)**        dcrka190 | | Trustee/Responsible Plan Fiduciary Mail Recipient:  dcrka144 |
| **Signature**  dcrka155 | | |

**Trustee / Responsible Plan Fiduciary 3:**

|  |  |  |
| --- | --- | --- |
| **Print name**        dcrka156 | **Social security number\***        dcrka157 | |
| **Email address (must be a Company address, unique to the individual)**        dcrka159 | **Telephone number**        dcrka158 | |
| **Name of Firm (if different than the Plan Sponsor)**        dcrka195 | | Trustee/Responsible Plan Fiduciary Mail Recipient:  dcrka145 |
| **Signature**  dcrka160 | | |

\*To provide electronic access to the Plan Sponsor website for the individuals listed above, we require email addresses and Social Security Numbers (SSN). The SSN is only used to authenticate the identity of individuals registering for the Plan Sponsor website. We use email addresses for communicating with you and the individuals above.

«DEL\_PARAG» { if(RKA\_GIFL\_SELECT == Y) }

Guaranteed Income For Life Select Feature:

A signature below indicates election of the Lifetime Income Benefit rider. The Trustee or Responsible Plan Fiduciary agrees that the benefits provided by the rider are permitted under the Plan, and that John Hancock reserves the right to limit the availability of this feature at any time without notice.

|  |  |
| --- | --- |
| **Print name**        dcrka164 | **Signature**  **dcrka165** |

{/if} «DEL\_PARAG»

**«DEL\_PARAG»{ if (USA\_FOOTNOTE == Y) }**

Group annuity contracts and recordkeeping agreements are issued by John Hancock Life Insurance Company (U.S.A.), Boston, MA (not licensed in New York). John Hancock Life Insurance Company (U.S.A.) makes available a platform of investment alternatives to sponsors or administrators of retirement plans without regard to the individualized needs of any plan. Unless otherwise specifically stated in writing, John Hancock Life Insurance Company (U.S.A.) does not, and is not undertaking to, provide impartial investment advice or give advice in a fiduciary capacity.

{/if}«DEL\_PARAG»{ if (USA\_FOOTNOTE == N) }

Group annuity contracts and recordkeeping agreements are issued by: John Hancock Life Insurance Company of New York, Valhalla, New York. John Hancock Life Insurance Company of New York makes available a platform of investment alternatives to sponsors or administrators of retirement plans without regard to the individualized needs of any plan. Unless otherwise specifically stated in writing, John Hancock Life Insurance Company of New York does not, and is not undertaking to, provide impartial investment advice or give advice in a fiduciary capacity.

{/if}«DEL\_PARAG» { if(RKA\_GIFL\_SELECT == Y) }

"Guaranteed Income for Life Select" is the name of the feature provided by the Lifetime Income Benefit Rider.

Although Guaranteed Income for Life Select provides a guaranteed income base as well as guaranteed minimum withdrawal benefits, Guaranteed Income for Life Select investment options are variable investments and may lose value. Before the Lifetime Income Date, withdrawals (including loans and transfers out of this feature) will reduce the benefit base in the same proportion that the withdrawals reduces the market value of investments in this feature, or by the amount of the withdrawal if greater. However, after the Lifetime Income Date, this reduction will only apply when withdrawals during any year beginning after such date (or anniversary thereof) exceeds the Lifetime Income Amount. The guarantees provided are contingent on the group annuity contract with John Hancock continuing in effect or the election of a participant to rollover his or her benefits to a recipient rollover vehicle available from John Hancock upon termination of participation in the Plan.

Guarantees of withdrawals provided under the “Guaranteed Income for Life Select” are supported by John Hancock’s general account and are contingent on the claims paying ability of John Hancock and does not apply to the investment performance or safety of the underlying portfolios. Guarantees are subject to the limitations, terms, and conditions set forth in the Rider. You should consider the objectives, risks, charges, and expenses of the investment options to which the feature applies and the limitations, terms and conditions of the feature as set forth in the Lifetime Income Benefit Rider before selecting this feature.

An additional fee is charged for the guarantee.

{/if} «DEL\_PARAG»

NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED