

## **John Hancock Personalized Retirement Advice Investment Advisory Service Agreement**

### **SUMMARY**

**Roles and Responsibilities.** John Hancock Personal Financial Services, LLC (“JHPFS”) has selected Morningstar Investment Management LLC (“Morningstar”) to act as an independent financial expert for the John Hancock Personalized Retirement Advice investment management service (the “Service”). Morningstar has developed the investment models for the Service, which models are outside the control of JHPFS. In order to avoid potential conflicts of interest, all investment decisions, including the allocation of your retirement plan assets among the various investment options, will be based upon information provided by Morningstar. This enables JHPFS to offer objective, ongoing investment management of your retirement plan assets. JHPFS assumes fiduciary responsibility for this role. JHPFS is registered as an investment adviser with the United States Securities and Exchange Commission. Under this Agreement, JHPFS agrees to provide you with the Service as described below.

**Service Description.** John Hancock Personalized Retirement Advice is a discretionary investment management service that invests eligible assets (as defined below), in a fund-specific portfolio, which will be developed and maintained based on personalized information provided to the Service and according to asset allocation and diversification principles. The Service will be administered by your retirement plan recordkeeper John Hancock Retirement Plan Services LLC (“JHRPS”). Once you enroll, the Service will manage eligible assets, including future contributions, in your retirement plan account on a discretionary basis, and you will not be able to make any exchanges of eligible assets among investment options within that account or otherwise direct the management of assets while enrolled in the Service. You will, however, be able to impose reasonable restrictions on the management of the account at any time. Whether a particular restriction is reasonable will depend on an analysis of the relevant facts and circumstances by the Service. If a particular restriction sought to be imposed by you is deemed to be unreasonable, you will be notified and given an opportunity to restate a restriction more reasonably. If you are unable or unwilling to modify or withdraw an unreasonable restriction, you will be removed from the program. Eligible assets in your plan account will be allocated to a portfolio of investment options managed in accordance with a recommended fund-specific portfolio. When appropriate, the eligible assets in your account will be reallocated among various investment options chosen from the universe of eligible investment options in your retirement plan. You will be assigned a fund-specific portfolio based on your financial situation, time horizon and other information you have provided. The Service is designed to collect information so that it can assess your financial situation and investment time horizon. Your financial situation incorporates information about your income and assets; your investment time horizon reflects when you may need access to assets in your account. In determining an appropriate asset mix for your managed assets, either when you elect the Service or during an annual review of your information, the Service also considers all non-managed retirement assets for which you provide the Service information. You are responsible for the accuracy of the information that you provide to the Service. You understand that the Service will rely on this information, along with certain information provided by the plan sponsor, in making an initial recommendation and in managing your account. It is your responsibility to notify the Service

promptly of any change that may affect the manner in which the Service should allocate or invest the eligible assets in your account. At least annually, JHPFS will ask that you update your information. It is important for you to do so. Based on the information you provide, the fund-specific portfolio to which the Service manages your eligible assets may be changed. On a quarterly basis, if appropriate, the Service will rebalance your account to the recommended asset allocation. Over time, the Service will generally reallocate your account to a more conservative fund-specific portfolio, absent any other changes to your personal or financial situation. You will also continue to receive all reports with respect to your account that you would receive if you were not enrolled in the Service.

If your plan offers Automatic Increase in combination with the Service, your contribution rate may be increased annually by a percentage determined by your plan's fiduciary, until you reach a rate determined by your plan's fiduciary or the legal limit, whichever is less.

If you terminate your employment but continue to maintain a balance in the retirement plan and remain enrolled in the Service, you will still be enrolled in the Service in the event of rehire. If an investment option other than the Service is your retirement plan's qualified default investment alternative, upon rehire your future investment election will be changed to the retirement plan's qualified default investment alternative until the next scheduled quarterly account rebalance. If the Service is your retirement plan's qualified default investment alternative, upon rehire the Service's investment allocation will continue and the Service will reallocate your account based on any new information provided by your employer in the next scheduled quarterly account rebalance.

## **Terms and Conditions**

**1. Binding Agreement.** This is a legal and binding agreement ("Agreement") governing your use of the Service, a discretionary investment management service provided by JHPFS, a Delaware limited liability company, registered as an investment adviser with the United States Securities and Exchange Commission.

**2. Scope of the Service.** The Service will manage eligible assets, including future contributions, in your plan account on a discretionary basis. In managing your account, the Service utilizes an asset allocation model developed by Morningstar to allocate your assets among the available investment options. You will not be able to make any exchanges of eligible assets among investment options within that account or otherwise direct the investment of your eligible assets while enrolled in the Service. You will, however, be able to impose certain reasonable restrictions on the management of your assets. The Service will manage all eligible assets in your retirement plan account, but it will not manage any of your assets outside of your retirement plan.

The Service may include an Automatic Increase feature. Under this feature, your contribution rate will increase annually by a percentage determined by your plan's fiduciary (generally 1 to 3 percent) until you reach the lower of the rate determined by your plan's fiduciary (generally 10-

15 percent) or the legal limit. You can opt out of Automatic Increase or modify your contribution rate by contacting the Service at 1-800-294-3575 or through your Plan's website.

**3. Eligibility.** JHPFS does not require a minimum account balance in order to be eligible for the Service. Generally, assets held in investment options other than mutual funds (such as self-directed brokerage assets or employer stock) will not be eligible for the Service.

For certain plans, and with the agreement of both JHPFS and the plan sponsor, John Hancock Personalized Retirement Advice will be used as the Qualified Default Investment Alternative ("QDIA") of the plan. Certain other plans have adopted a default investment arrangement under which participants accounts are initially invested in one of the plan's investment alternatives until the attainment of a specified age- or asset-based threshold, after which the participant will be enrolled in John Hancock Personalized Retirement Advice ("Dynamic Retirement Strategy"). In either such case, and as permitted under the Employee Retirement Income Security Act of 1974 ("ERISA"), the contributions of plan participants who are enrolled in the plan and do not make an alternative investment election will be invested in John Hancock Personalized Retirement Advice as the default investment alternative for the plan. The specific timing of enrollment in the Service as a default investment alternative is dependent upon operational factors of the plan sponsor, recordkeeper or third-party administrator.

**4. Accuracy of Information.** You are responsible for the accuracy and completeness of the information you provide to the Service, which information is used in making an initial recommendation and in managing your account. It is your responsibility to notify the Service promptly of any change that may affect the manner in which the Service should allocate or invest the eligible assets in your account.

**5. Eligible Assets.** The investment options eligible for inclusion in the fund-specific portfolio for the Service are limited to those chosen for your plan by your employer or the plan's fiduciary. These must be investments that can be purchased and sold without restriction by your employer or the plan's fiduciary and that you have not restricted from the Service. **Employer stock is not eligible for the Service. If you elect the Service and your account includes securities issued by your employer that are freely marketable without restrictions imposed by your employer ("Non-Restricted Company Stock"), you hereby direct JHPFS or JHRPS to reallocate 25% of the Non-Restricted Company Stock value among your other account investment options as determined by the Service each time your account is reviewed by the Service. However, if the Non-Restricted Company Stock balance is \$3,000 (or less) or 3% (or less) of your account balance, you hereby direct JHPFS or JHRPS to reallocate 100% of the Non-Restricted Company Stock value among your other account investment options as determined by the Service as soon as administratively possible following the review of your account pursuant to the terms of the Service. The Service shall have no responsibility and shall make no recommendations with respect to any securities issued by your employer that are not freely marketable or subject to any restrictions.** All investments in your plan are subject to the terms of the governing document for that investment option. Please read all prospectuses and other documents for mutual funds and other options.

**6. Advisory Fee.** Unless your plan sponsor or plan has agreed to pay all or a part of the Service's advisory fees on behalf of all plan participants, you will be charged an annual advisory fee based on a percentage of the average daily balance of eligible assets and Non-Restricted Company Stock in your account ("Account Balance") as follows:

<b>Account Balance</b>	<b>Fee Rate</b>
On the first \$50,000	.50%
On the next \$50,000	.40%
On the next \$150,000	.30%
On amounts over \$250,000	.20%

For example, an account balance of \$36,000 would pay an annual fee of \$180 (or approximately \$15 per month.)

Under certain circumstances, the fees above may be subject to an alternate schedule as negotiated by your plan sponsor and JHPFS. These circumstances include:

- The Service being used as your plan's Qualified Default Investment Alternative;
- Participant enrollment in the Service exceeds levels mutually agreed between JHPFS and your plan sponsor; or
- Assets under management in the Service exceed levels mutually agreed between JHPFS and your plan sponsor.

To the extent that an alternate fee schedule has been established for your plan, it shall be communicated to you in an accompanying document or your plan's website.

The advisory fee will cover ongoing management of the eligible assets in your account, the communications the Service sends to keep you informed about your account, and the related service you receive. This enables JHPFS to offer objective, on-going investment management of your retirement plan assets. JHPFS may pay all or a portion of the fees to JHRPS for administration of the Service. The fee will be deducted directly from your plan account on the business day following the fee calculation. It is payable monthly in arrears and will be calculated on the basis of JHPFS' then current fee schedule, as may be changed by JHPFS from time to time. Fees for periods of less than a full month will be calculated on a prorata basis. JHPFS will provide you with at least thirty (30) days' notice of any changes in the fee schedule.

To the extent that your plan offers the Service as a Default Investment Alternative and you are enrolled in the Service on a default basis, there will be no advisory fee charged to your account with respect to the first 90 days following default enrollment. Thereafter, the advisory fees will be charged as described in this section.

To the extent that your Service advisory fees are paid by your plan or plan sponsor, please be aware that your plan sponsor may choose to reduce or eliminate such subsidies at any time. JHPFS will endeavor to notify you of such change as soon as practicable after we become aware of it. In the event such subsidy is eliminated, the fees described above will apply.

**7. Risks of Investing.** Investments in your retirement plan account are subject to the risks associated with investing in mutual funds and other securities, and will not always be profitable. The Service does not guarantee the results or timing of any recommendations, or that the objectives of the funds or your account will be met. Except as otherwise required by law, JHPFS will not be liable for:

- Any loss resulting from following your instructions or using inaccurate, outdated or incomplete information you provide;
- Any act or failure to act by a fund or any of its agents or any other third party; and
- Any loss in the market value of your account, except for losses resulting from JHPFS' breach of fiduciary duty, bad faith, or gross negligence.

Nothing in this Agreement governing the Service shall constitute a waiver of, or limitation on, any rights you have under federal and state laws to the extent such rights may not be waived or limited.

**8. Changes in the Service.** The Service has been made available for you to invest your eligible retirement plan assets under arrangements with your plan's named fiduciary, including an agreement between your plan's named fiduciary and JHPFS. The plan's named fiduciary may terminate this arrangement at any time. See the Termination section for more details. The Service and terms under which it is made available to you are subject to material change only by agreement between your plan's named fiduciary and JHPFS.

**9. Account Activity and Timing.** The Service will manage the eligible assets in your account so that they generally align with the appropriate fund-specific portfolio. Due to account activity you may initiate, such as loans and withdrawals, your investments may deviate from the associated fund specific portfolio. When the Service deems the difference to be significant enough, it will rebalance eligible assets in your account to bring it back in line.

Timing of rebalance transactions may vary and is dependent on operational factors of your retirement plan recordkeeper, third-party administrator and/or custodian. Rebalancing is intended to maintain your recommended account allocation over the long term and is not intended or executed to capture or avoid any short-term market value changes.

Mutual Funds may assess redemption fees if purchases and sales of fund shares are effective within a specified period of time.

Distributions, withdrawals, and loans will be satisfied according to plan rules, and may temporarily impact the Service's ability to closely track the fund-specific portfolio. Transfers to an alternate payee pursuant to a qualified domestic relations order ("QDRO") will be governed by court order and plan rules, but such a transfer will immediately terminate the Service's obligation to manage the portion of the account transferred. On rare occasions, market conditions, systems availability, multiple transactions on the same day or in near proximity, plan rules, plan sponsor action, or other circumstances may prevent or delay the Service from processing transactions in accordance with your direction or the direction of the Service. Certain plan rules or restrictions may not be applicable while you are enrolled in the Service. Neither JHPFS, its affiliates, the plan, any plan fiduciary, nor your employer will be responsible for any losses, damages, or missed price opportunities in these circumstances.

**10. Termination.** You may choose to terminate your participation in the Service upon three

business days' notice, with no additional charge. When your termination becomes effective, any pending exchange transaction initiated by the Service shall be cancelled and you will be able to direct the allocation of your account via JHRPS. Upon termination of the Service, contributions and loan repayments, if applicable, will continue to be invested in accordance with the most recent contribution elections made by the Service and your contribution rate will remain at the rate in effect at the time of termination, in each case unless you instruct otherwise. Once you terminate the Service, the tracking and enforcing of equity wash holding periods (i.e., restrictions on frequency of transfers among certain investment options) for any transactions initiated after termination will resume. Your participation terminates automatically when:

- (1) All eligible assets in your retirement plan account are withdrawn, whether through a loan, withdrawal, or distribution;
- (2) Your individual account under the plan is transferred to another plan not offering the Service;
- (3) The Service receives notice of your death, after the plan's trustee or agent has been so notified;
- (4) JHPFS notifies you that you are no longer eligible for participation in the Service or that JHPFS will no longer be able to provide discretionary investment management services to you through the Service for any reason; or
- (5) Your plan's named fiduciary directs JHPFS to discontinue the Service to you.

JHPFS may terminate this Agreement if it or JHRPS no longer provides recordkeeping services to your plan. Participation in the Service will also terminate for that portion of your account that is transferred to an alternate payee pursuant to a QDRO. Upon notification of your death, participation will terminate and your account will remain in the then-current investments until alternate direction from an authorized party is provided. Termination will not affect: (i) the validity of any action previously taken, (ii) any liabilities or obligations for transactions initiated before termination, and (iii) JHPFS' right to retain fees for services rendered. The Service will have no obligation to recommend or take any action with regard to assets in your account after termination of service. Termination of the Service does not by itself terminate your retirement plan or your participation therein.

**11. Reporting.** You will receive, electronically or otherwise, confirmations and/or statements of all transactions in your account attributable to the Service and the other information with respect to activity in your plan account that you would receive if you were not enrolled in the Service. You will be able to access your annual progress report electronically.

**12. Shareholder and Other Rights.** You are responsible for exercising shareholder and other rights with respect to investment options in your account, to the extent permitted by your plan. Neither JHPFS nor the Service is authorized to exercise any shareholder rights on your behalf unless required by law. The Service will not advise you on the voting of proxies for fund shares held in your account. In addition, the Service will not advise you on legal proceedings, including bankruptcies and class actions, involving investment options.

**13. Additional Information and Acknowledgements.** The Service relies on historical performance and other data, all of which have limitations. Past performance of investments is no guarantee of future results. The Service depends upon a number of factors, including the information you provide, various assumptions and estimates, and other considerations. As a result, the forecast developed, and the analysis and actions taken under the Service are not guarantees that you will achieve your retirement goals. You acknowledge that the Service is basing its actions with respect to your account on the responses you provide and other information which you furnish to the Service, and agree that your information will be updated by you as necessary. JHPFS shall not be liable to you for any misstatement or omission contained in the information you furnish to the Service, or any loss, liability, claim, damage or expense whatsoever arising out of or attributable to such misstatement or omission. Some of the information provided in conjunction with the Service is provided by independent third parties and not by JHPFS. JHPFS does not make any guarantees or warranties, express or implied, as to the accuracy, timeliness or completeness of such information. You understand and agree that the Service does not recommend investments with respect to any individual stocks, including any company stock that may be an investment alternative under your retirement plan, and may not consider all investment alternatives available under your retirement plan, either with the understanding of your employer or because the Service has determined that adequate data does not exist for it to appropriately consider such alternatives. You also understand that JHPFS did not select the investment alternatives available to you under your plan, and providing the Service should not be considered to be approval or endorsement of the available alternatives. You understand that JHPFS provides advisory services and manages accounts for other plan participants in your plan and other plans, and for other investors. The advisory services, advice or actions JHPFS takes or provides to such other individuals and entities may differ from those provided to you. JHPFS is not obligated to recommend or disclose to you any investment recommendation or action JHPFS provides or takes on behalf of such other individuals or entities.

**14. Eligible Participants.** The Service is offered only to persons residing in the United States and nothing herein shall be construed as an offer of the Service in other jurisdictions.

**15. Non-Solicitation.** No part of the Service should be construed as an offer to sell or buy any funds or securities. The Service does not provide legal, accounting or tax advice and should not be relied upon in that regard. The Service will include mutual funds and/or other investment options available under your plan, some or all of which may be managed by JHPFS or one of its affiliates, or with respect to which JHPFS or one of its affiliates receives administrative or record keeping fees. You will receive or have received a copy of the current prospectus or other available descriptions of the investment alternatives, which contain more complete information, including management fees and operating expenses.

**16. Personal Information.** The use and storage of any information including, without limitation, your account number, password, portfolio information, account balances and any other information available on your personal computer is your sole risk and responsibility. You are responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, and for all communications service fees and

charges incurred by you in accessing these services. You consent to the sharing of personal data about you with any of your employer, plan, administrator, record keeper, custodian or other person necessary for JHPFS to provide the Service to you.

**17. Rights Under ERISA and Advisers Act.** Nothing in this Agreement should be construed to mean you are waiving any rights to which you are statutorily entitled under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and the Investment Advisers Act of 1940, as amended (the “Advisers Act”). The federal securities laws impose liabilities under certain circumstances on persons who act in good faith; thus, nothing in this Agreement shall in any way constitute a waiver or limitation on any rights which the undersigned may have under federal securities laws. Under the terms of the Advisers Act, this agreement may not be assigned without your consent. Such consent shall be deemed to have been granted if you fail to object or terminate your participation in the Service after receiving notice of the pendency of an assignment.

**18. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without giving effect to the choice of law provisions contained therein.

**19. Contact and Communications.** If you wish to contact the Service, please call the Service at 1-800-294-3575. You understand and agree that, for our mutual protection, JHPFS or JHRPS may monitor any or all of your communications, including keeping copies of all written correspondence and e-mails.

**20. Extraordinary Events.** JHPFS shall not be liable for any loss caused directly or indirectly by circumstances beyond its control including, without limitation, government restrictions, exchange or market rulings, suspension of trading, war, strikes, damages caused by equipment failure, communications line failure, unauthorized access, theft or systems failure.

**21. Additional Provisions.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

**22. Agreement to Arbitrate Controversies.** To the extent permitted under ERISA, any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to JHPFS’ business, shall be submitted to arbitration administered by the American Arbitration Association. Arbitration is final and binding on the parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate.

**In agreeing to arbitration, you understand that:**



- **Arbitration is final and binding on the parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial.**
- **Pre-arbitration discovery is generally more limited than and different from court procedures.**
- **The arbitrator(s)' award is not required to include factual findings or legal reasoning and the parties' right to appear or to seek modification of rulings by the arbitrator(s) is strictly limited.**
- **Where more than one arbitrator is appointed, the panel of arbitrators typically may include a minority of arbitrators who are or were affiliated with the securities industry.**

The arbitration shall be conducted in the Commonwealth of Massachusetts pursuant to the Commercial Arbitration Form Rules of the American Arbitration Association, then in effect, and may occur before a panel of one or three arbitrators in accordance with the rules of the organization administering the arbitration.

### **23. Consent to Electronic Delivery.**

During the enrollment process or by continuing the Service following your default enrollment and initial 90-day QDIA period, you agreed that disclosures, Form ADV brochures, Privacy Notices, account statements, confirmations, and other required documents ("Documents") for the Service will be delivered, and agreements will be signed, electronically. You agree and understand that electronic delivery and signatures are a requirement of participation in the Service. You must have and maintain the ability to read, download, print, and retain documents from JHPFS via your retirement plan website. If you are unable or unwilling to accept electronic delivery, JHPFS will terminate this Agreement and your participation in the Service. Similarly, JHPFS may deliver Documents to you via an e-mail address provided by you or your employer-provided e-mail address.

You agree that all Documents and notices required under this Agreement and provided to you via e-mail notification or your retirement plan website will be deemed to have been good and effective delivery to you when sent or posted by JHPFS or JHRPS, regardless of whether you actually or timely receives or accesses the notification.

You acknowledge that it must have access to an Internet browser and Adobe Acrobat Reader<sup>®</sup> (Acrobat<sup>®</sup> software is available for download free of charge at [www.adobe.com](http://www.adobe.com)). If you wish to print documents, you must also have access to a printer. Please note that although there is no charge for this service by JHPFS or JHRPS, you may incur costs associated with electronic access to the documents, such as usage charges from Internet access providers and telephone companies.

**24. Entire Agreement; Amendment and Waiver**

This Agreement and any documents incorporated by reference into this Agreement constitute the entire understanding between the parties relating to the subject matter contained herein and merges and supersedes all prior discussions and writings between them. Neither party shall be bound by any conditions, warrant, or representation other than as expressly stated in this Agreement or subsequently set forth in a writing signed by both parties.

JHPFS may amend this Agreement at any time provided it notifies you in writing thirty (30) days in advance. JHPFS may presume you have consented to any amendment if it has not received any written objection from you at the end of the 30-day period. If you notify JHPFS during the 30-day period of your objection to an amendment or of your election to terminate this Agreement, the amendment shall not be given effect and JHPFS may, at its option, terminate the Agreement.

The failure to insist on strict compliance with this Agreement will not constitute waiver of rights under the Agreement.