

JOHN HANCOCK TRUST COMPANY
COLLECTIVE INVESTMENT TRUST
MASTER PARTICIPATION AGREEMENT

JOHN HANCOCK TRUST COMPANY LLC
Boston, Massachusetts

JOHN HANCOCK TRUST COMPANY COLLECTIVE INVESTMENT TRUST

PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT is made by and between John Hancock Trust Company LLC, a New Hampshire nondepository trust company with its main office located in Boston, Massachusetts, both in its individual corporate capacity (in such capacity, “JHTC”) and as trustee (in such capacity, the “Trustee”) of the John Hancock Trust Company Collective Investment Trust (the “Group Trust”) and John Hancock Life Insurance Company (USA) (“JHUSA”), for and on behalf of one or more separate accounts or subaccounts of a separate account (collectively, the “Separate Account”) maintained exclusively for eligible tax-qualified retirement trusts and eligible governmental plans by JHUSA pursuant to the terms of group annuity contracts issued by JHUSA. Such tax-qualified retirement trusts are hereinafter referred to as “Prospective Trusts”).

RECITALS

A. JHTC maintains the Group Trust (including each separate collective investment fund established thereunder as a “Fund”) under the Declaration of Trust, dated January 1, 2018, including (a) each Fund Declaration, (b) the Description of Classes and (c) all other attachments thereto, as amended and in effect from time to time (collectively, the “Declaration of Trust”), as a medium for the collective investment of eligible tax-qualified retirement trusts and certain eligible governmental plans (defined as “Qualified Trusts” in the Declaration of Trust).

B. Each Prospective Trust is maintained to form part of one or more retirement plans (each such plan is hereinafter referred to as the “Plan” and all such plans are hereinafter referred to as the “Plans”) subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), for the benefit of the eligible Plan participants and their beneficiaries.

C. Under the Declaration of Trust, which is attached as Exhibit A hereto, the Trustee has established certain Funds, including the Fund(s) identified on the Fund Declaration attached as Exhibit B hereto, and may in the future establish additional investment funds in accordance with the terms and conditions set forth in the Declaration of Trust.

D. JHUSA has authority to direct investments or select or designate investment options for the Separate Account, and desires that the Fund(s) specified in the Fund Declaration(s) attached as Exhibit B hereto, and such additional Funds as may hereafter be added to this Participation Agreement by written agreement (which may be effected through electronic means) of the Fiduciary and the Trustee (the “Designated Funds” and each, the “Designated Fund”) be made available as indirect investments or investment options of the Prospective Trusts (through the Separate Account) in accordance with this Agreement. In addition, JHUSA has been directed by an authorized fiduciary for each Prospective Trust listed on Schedule 1, as it may be amended from time to time, to enter into this Participation Agreement on behalf of such Prospective Trust.

E. The Trustee desires to accept the Prospective Trust (including each Plan forming a part thereof) as a “Participating Trust” (as defined in the Declaration of Trust) of each Designated Fund, subject to the terms and conditions of this Participation Agreement.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree as follows:

1. Appointment and Acceptance

Fiduciary hereby appoints JHTC as agent of the Prospective Trust with respect to such assets of the Prospective Trust that may from time to time be invested in any Designated Fund. Notwithstanding the foregoing, JHTC may appoint agents and independent contractors, which may be affiliates of JHTC, to assist JHTC in the performance of its duties hereunder and delegate all or part of its duties and obligations to any such agents or independent contractors, provided that JHTC shall not be relieved of its liabilities with respect to any such duties or obligations so delegated. JHTC hereby accepts such appointment as managing agent and agrees that it will be a fiduciary of the Plan with respect to such assets.

2. Acceptance of Participating Trust and Participation of Separate Account in the Funds

JHTC hereby accepts the Prospective Trust as a Participating Trust of each Designated Fund (hereinafter, the “Participating Trust”) as of the date agreed to by JHTC and the Prospective Trust, which is a Valuation Date of each applicable Designated Fund. JHUSA from time to time shall direct the transfer of Separate Account assets to JHTC for investment in the Designated Fund(s) in accordance with any applicable procedures for additions to such applicable Designated Fund as may be adopted from time to time by Trustee (including any other procedures that may be set forth in separate agreements, as well as procedures established by the Trustee in its sole discretion and provided to Fiduciary from time to time as necessary and appropriate or upon written request from the Fiduciary), and Fiduciary agrees that each representation and warranty of Fiduciary set forth in this Participation Agreement shall be deemed to be remade and repeated as of the date of any such transfer. JHUSA’s participation in each Designated Fund on behalf of the Separate Account will at all times be subject to the terms of the Declaration of Trust and this Participation Agreement. In the event of any conflict between this Participation Agreement and the Declaration of Trust with respect to the Separate Account’s investment in any Designated Fund, the Declaration of Trust shall control. Notwithstanding the foregoing, any amendments to the terms of the Participation Agreement shall apply. JHUSA hereby confirms, on behalf of the authorized fiduciary of each Participating Trust listed on Schedule 1 hereto, as it may be amended from time to time, the adoption of the Declaration of Trust by each Participating Trust so listed. JHUSA will periodically update the list of Participating Trusts that have adopted the Declaration of Trust and will provide the Trustee with a copy of such updated list upon request.

3. Warranties, Representations, and Covenants of Fiduciary

(a) JHUSA warrants and represents to, and covenants with, JHTC and each Designated Fund as follows:

(i) each Participating Trust listed on Schedule 1 constitutes or is part of one or more Plans, each Plan is a retirement or profit sharing plan, and no portion of any Plan or the Participating Trust includes assets of a “deemed individual retirement account,” or “deemed IRA,” described in Section 408(q) of the Code;

(ii) each Participating Trust listed on Schedule 1 is one of the following:

(A) a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account that is exempt from Federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), by reason of constituting part of a plan qualifying under Section 401(a) of the Code; or

(B) an eligible governmental plan trust or custodial account under Section 457(b) of the Code (a “Governmental Plan”) that is exempt from Federal income taxation under Section 457(g) of the Code; or

(C) a governmental plan described in Section 401(a)(24) of the Code that is not subject to Federal income taxation and is not funded by an annuity contract described in Section 403(b) of the Code; or

(D) a common, collective or commingled trust fund (each, a “collective investment trust”) which consists solely of assets of plans described in this Section 3(a)(ii), and is exempt from Federal income taxation by reason of qualifying as a “group trust” under Revenue Ruling 81-100 (1981-1 C.B. 326) (as amended, modified and supplemented from time to time, and any successor ruling thereto) (“Revenue Ruling 81-100”); or

(E) a separate account, as defined in Section 2(a)(37) of the Investment Company Act, established and maintained by an insurance company as defined in Section 2(a)(17) of the Investment Company Act, the assets of which are insulated from the claims of the insurance company’s general creditors, that consists solely of assets of investors that individually are described in this Section 3(a)(ii); or

(F) a trust created under an employees’ pension or profit sharing plan which is a Puerto Rican plan described in Section 1022(i)(1) of ERISA; or

(G) a retirement income account described in Section 403(b)(9) of the Code to the extent that the interest or participation therein is issued to a church, a convention or association of churches, or an organization described in Section 414(e)(3)(A) of the Code establishing or maintaining the retirement income account or any trust established by any such entity in connection with such retirement income account, that is not subject to Federal income taxation and is not funded by an annuity contract described in Section 403(b) of the Code.

(iii) the Participating Trust, including any trust that is invested directly or indirectly in a collective investment trust that is a Participating Trust, either:

(A) does not cover or include any self-employed individuals within the meaning of Section 401(c)(1) of the Code, or

(B) does cover or include one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, and such Participating Trust and each such trust directly or indirectly investing in the Designated Funds and each of the employers directly or indirectly participating therein satisfy the applicable requirements of Section 3(a)(2) of the Securities Act of 1933, as amended from time to time, and Rule 180 of the Securities and Exchange Commission thereunder, or any successor ruling, regulation, or similar pronouncement, regarding participation by such trust in a collective investment trust;

(iv) each Plan forming part of a Participating Trust listed on Schedule 1 (A) has a Governing Document that specifically authorizes it to participate in each Designated Fund or in any other common, collective, or commingled trust fund, (B) has a Governing Document that expressly and irrevocably provides that it is impossible for any part of the corpus or income of such Prospective Trust to be used for, or diverted to, purposes other than for the exclusive benefit of its participants and their beneficiaries, consistent with the requirements of Treasury Regulation Section 1.401(a)-2 (as the same may be modified by amendment or statute), and (C) specifically or in substance and effect adopts the Declaration of Trust (or the plan or declaration of trust or other governing instrument under which such common, collective, or commingled trust fund is maintained), as a part of the plan of which such trust or custodial account is a part. For purposes of this Section 3(a)(iv), a “Governing Document” means one or more documents (including, without limitation, a plan, trust, or custodial account instrument), statutes, regulations, rules or pronouncements by a governmental entity under which such Prospective Trust is established, maintained, and operated.

(v) each Participating Trust listed on Schedule 1 is not one of the following:

(A) a State, political subdivision of a State, or municipal corporate instrumentality of a State, including (a) any agency, authority, or instrumentality of the State, political subdivision, or municipal corporate

instrumentality; (b) any plan, program, or pool of assets sponsored or established by the State, political subdivision, or municipal corporate instrumentality or any agency, authority, or instrumentality thereof; or (c) any other issuer of municipal securities; or

(B) a person who is either generally or through an enterprise, fund, or account of such person, committed by contract or other arrangement to support the payment of all or part of the obligations on the municipal securities to be sold in an offering of municipal securities;

(vi) if any Participating Trust listed on Schedule 1 is one of the persons listed in Section 3(a)(v), JHUSA represents that the assets of the Participating Trust to be invested in the Fund through the Separate Account are not, and at any time they are invested in the Fund will not be, either:

(A) proceeds of municipal securities or any other funds of a municipal entity that are deposited in an escrow account to pay the principal of, premium, if any, and interest on one or more issues of municipal securities, or

(B) monies derived from the sale of municipal securities, investment income derived from the investment or reinvestment of such monies, or monies held in funds under legal documents for the municipal securities that are reasonably expected to be used as security or a source of payment for the payment of the debt service on the municipal securities, including reserves, sinking funds, and pledged funds created for such purpose, and the investment income derived from the investment or reinvestment of monies in such funds;

(vii) (A) the Declaration of Trust (including each Designated Fund) is adopted as part of each Participating Trust listed on Schedule 1; and

(B) if and to the extent that assets of any Designated Fund are invested in interests in any collective investment trust (other than the Group Trust and the Funds) that is exempt from tax under the Code or applicable Internal Revenue Service rulings and regulations under Revenue Ruling 81-100 and Section 401(a)(24) of the Code (each an “Other Collective Trust”), each such Other Collective Trust (and the instruments pursuant to which such Other Collective Trust is established) is also adopted as part of the Participating Trust and each Plan;

(viii) JHUSA has provided a copy of this Participation Agreement to and has received direction to execute it by an authorized signatory who, pursuant to Section 402(c)(3) of ERISA (to the extent applicable to the Participating Trust), either (A) is a “named fiduciary” (within the meaning of Section 402(a)(2) of ERISA), or a duly authorized agent thereof acting at the direction thereof, with authority under the governing documents of the Participating Trust to appoint the Trustee as contemplated

hereby, (B) in the case of a Governmental Plan, has the authority under the governing documents of the Participating Trust or under statutes or regulations to appoint the Trustee as contemplated hereby, or a duly authorized agent thereof, or (C) has been properly directed to sign this Participation Agreement by the person referred to in clause (A) or (B) of this paragraph (viii);

(ix) the execution and delivery of this Participation Agreement by JHUSA has been duly authorized, and this Participation Agreement constitutes the valid and binding agreement of each Participating Trust, enforceable against the Participating Trust in accordance with its terms and any approval, authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Participating Trust has been obtained and any necessary filing with any of the foregoing has been duly made;

(x) the obligations of JHUSA and the Participating Trusts hereunder do not conflict with any applicable provision of its organizational or governing documents or any agreement to which it is subject and do not contravene any applicable law or regulation;

(xi) neither JHTC nor any advisor or consultant retained by JHTC, or any agent of, or independent contractor for, JHTC retained to solicit participants in the Funds or provide recordkeeping or omnibus account services (each, a "Solicitor"), has acted (or will act) as a fiduciary (as defined in Section 3(21)(A) of ERISA, whether or not ERISA is applicable to the Participating Trust), and no Solicitor has paid, directly or indirectly, any consideration, monies, or property of any kind or nature to JHUSA or any of its affiliates or any of their officers, employees, or representatives, with respect to the decision to invest any assets of the Participating Trust, through the Separate Account, in any Designated Fund, to select any Designated Fund as an investment option available under the Participating Trust or to continue any such investment or selection in the future;

(xii) all directions and instructions given by JHUSA to the Trustee, or any agent of, or independent contractor for, the Trustee, shall comply with the terms of this Agreement, any other agreements applicable to the Participating Trust, ERISA and all other applicable law.

(b) JHUSA acknowledges that : (i) the Trustee has no responsibility for the overall diversification of the investment portfolio of any Participating Trust or for the advisability of selecting, or investing in, the Designated Funds through the Separate Account on behalf of any Participating Trust, and (ii) neither JHTC nor any agent of or independent contractor for, JHTC retained to solicit participants in the Funds, has acted (or will act) as a fiduciary (as defined in Section 3(21)(A) of ERISA, whether or not ERISA is applicable to the Participating Trust) with respect to the decision to invest any assets of the Separate Account in the Funds, to select the Funds as investment options of the Separate Account, or to continue any such investment or selection in the future.

(c) JHUSA acknowledges the following: it has received a copy of the Declaration of Trust; it has had adequate opportunity to review the terms of the

Declaration of Trust and the Funds with its legal counsel (having been granted access to all information regarding the Group Trust and Funds that it has requested); it has sufficient knowledge, sophistication and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Funds; and it has not relied upon the Group Trust, the Funds, the Trustee, JHTC (except to the extent expressly agreed to in writing by JHTC), or any affiliate, agent or independent contractor of, or investment adviser to, the Trustee or JHTC in connection with the Funds or any employees, officers, principals or agents thereof or of any of the foregoing for any investment, tax, ERISA, or other legal or financial advice in connection with the acquisition of Units of the Designated Fund(s). KHNy further acknowledges that it has received and furnished to Participating Trusts the disclosures required under Section 408(b)(2) of ERISA

(d) Fiduciary understands (and has communicated or will communicate to the authorized fiduciary of each Participating Trust) that the Trustee will vote (or may retain an affiliate to vote) proxies issued by companies whose securities are owned by the Designated Funds and that the Trustee's policy is that proxies be voted and that voting be recorded in accordance with its (or its affiliate's, as the case may be) proxy voting policy, although the Trustee may solicit recommendations and advice from unaffiliated proxy advisory firms or other advisors or sub-advisors which it retains with respect to a Designated Fund. The Trustee agrees to provide JHUSA with a copy of the Trustee's (or its affiliate's, as the case may be) proxy voting policy upon request.

(e) JHUSA understands (and, to the extent the Participating Trust is participant-directed, has communicated or will communicate to the authorized fiduciaries of the Participating Trusts by delivery of the Offering Memorandum of the Funds and copies of the Declaration of Trust) the following: (i) the Units of the Designated Fund(s) have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the applicable securities laws of any states or other jurisdictions, and participants are not entitled to the protections of the 1933 Act; (ii) neither the Group Trust nor any Designated Fund is registered under the Investment Company Act of 1940, as amended (the "1940 Act"), or other applicable law, and participants are not entitled to the protections of the 1940 Act; (iii) the Units of the Designated Fund(s) are not insured by the FDIC or any other governmental agency, are not covered by any other type of deposit insurance, and are not deposits of, or guaranteed by, JHTC or any other bank, and such Units of the Designated Fund(s) will fluctuate in value over time, perhaps significantly, with the risk of significant losses being incurred by the Separate Account and some or all of the Participating Trusts; and (iv) the Designated Fund(s) may, in addition to investing in securities and stable value group annuity contracts, also invest in futures contracts, security futures contracts or products, derivatives, and other similar investments, and, to the extent applicable, the Trustee of the Designated Fund(s) has claimed an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act, as amended (the "Commodity Act"), pursuant to Rule 4.5 of the Commodity Act, and therefore the Trustee is not subject to registration or regulation as a "commodity pool operator" under the Commodity Act. No assurance can be given that the Designated Funds will achieve their investment objectives. Investments in the

Designated Funds are subject to various risks and the value of investments in the Designated Funds will fluctuate.

(f) JHUSA has communicated or will communicate all material information regarding each Designated Fund to responsible representatives of each Participating Trust having a beneficial interest in such Designated Fund, including, without limitation, the investment objectives and strategy, investment considerations, and risks associated with investing in each such Designated Fund and the Trustee has no responsibility for any communication to the Participating Trusts.

(g) JHUSA will provide, upon request, any and all further documents or information (including, without limitation, copies of the organizational instruments of the Participating Trust, the most recent determination or opinion letter issued by the Internal Revenue Service with respect to each Plan) which the Trustee may deem necessary or appropriate in connection with the Participating Trust's investment (through the Separate Account) in any Designated Fund.

(h) JHUSA agrees promptly to notify the Trustee in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is actually received and receipt of which is confirmed by the Trustee, the Trustee may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Agreement in connection with all matters related to the Designated Funds and the Group Trust (including without limitation in connection with Class eligibility and signature authorizations).

(i) Fiduciary acknowledges that the Funds are intended to be long-term investment vehicles and are not designed to provide investors with a means of speculating on short-term market movements. A pattern of frequent acquisitions and dispositions of Units can be disruptive to efficient management of the Funds. Accordingly, if the Trustee determines in its sole discretion that the Participating Trust (or any participants in the Participating Trust) is or may be following a market-timing strategy or is otherwise engaging in excessive trading, the Trustee reserves the right to reject or restrict acquisition or disposition requests from such Participating Trust (or participants in such Participating Trust) without any prior notice to the Participating Trust.

(j) JHUSA acknowledges and agrees that, from time to time, each Fund may invest in one or more open-end investment companies registered under the 1940 Act (including EFTs) that are affiliated with JHTC in order to obtain exposure to certain markets without investing in such markets directly, in order to equitize or otherwise invest cash in the Fund, or for other legitimate purposes, and any advisory fees of such affiliated investment companies, which may exceed the fees provided for in the Fund's Fee Schedule, shall be offset (but not below zero) from the fees described in the Fund's Fee Schedule within the time period permitted under Prohibited Transaction Class Exemption 77-4. JHTC acknowledges and agrees that the consent provided in this section shall be contingent upon providing a prospectus of any such affiliated investment

company to JHUSA in advance of any investment in such affiliated investment company, which will contain a full description of the fees and expenses of such affiliated investment company and such consent will be effective only after such delivery; and provided further that such investment(s) are appropriate in light of the Fund's investment mandate and guidelines.

4. Compensation – Classes

(a) JHTC is entitled to reasonable compensation for its services provided hereunder and pursuant to the Declaration of Trust with respect to each Designated Fund in accordance with the Class Description, which is attached as Exhibit C hereto, and the Fee Schedule, which is attached as Exhibit D hereto. JHUSA acknowledges and agrees that (i) it has communicated and (ii) upon any change in compensation applicable to a Fund held through the Separate Account will communicate, to all the Participating Trusts, the compensation charged to the Participating Trust and each participant therein and that such compensation may vary, and that the compensation paid directly and/or indirectly by the Participating Trust and each participant therein may change, as described in the Fee Schedule.

(b) Notwithstanding the foregoing, with respect to a Class of Units of each Fund, each Unit shall be of equal value to every other Unit of the same Class.

(c) Each Unit of a Class shall represent an undivided proportionate interest in all the net assets of the Fund allocable to such Class.

(d) As of any Valuation Date, the Trustee, in its sole discretion, may make a uniform change in the Units of any Class of any Fund either by dividing such Units into a greater number of Units of lesser value, or combining such Units to produce a lesser number of Units of greater value, provided that the proportionate interest of each Qualified Trust in the Fund shall not thereby be changed.

5. Directions from Fiduciary – Indemnification

JHUSA will designate (or has previously designated) to the Trustee the individual(s) authorized to communicate directions, instructions, or other notices ("Designated Individuals") required or permitted under this Participation Agreement to JHTC on JHUSA's behalf. JHUSA may change such Designated Individuals from time to time upon prior written notice to JHTC. JHTC shall be protected fully in relying on and proceeding in accordance with any direction or notice from a Designated Individual. JHUSA hereby agrees to indemnify JHTC, its Affiliates, and its and their directors, officers, and employees (each, an "Indemnified Party"), and hold them harmless from all liabilities, losses, claims, demands, damages, costs, and expenses, including reasonable attorneys' fees and expenses, arising from (i) any act taken or omitted by an Indemnified Party in good faith in accordance with directions from a Designated Individual with respect to the matter, (ii) any act taken or omitted by a third party (other than an Indemnified Party) that JHUSA has contracted with to meet its obligations under this Agreement or otherwise provide services with respect to the Participating Trusts, including, without limitation, any miscommunication or inaccurate statement by such third party to Participating Trusts or other participants concerning

any aspect of the Designated Funds, or (iii) any breach of the Participation Agreement or the Declaration of Trust by JHUSA. JHUSA's obligations under this Section 5 shall survive the termination of this Agreement.

6. Role of the Trustee

(a) The Trustee (and any investment adviser, including any affiliate of the Trustee, appointed by the Trustee to assist the Trustee in the fulfillment of its duties under the Declaration of Trust) and other affiliates of the Trustee may sponsor, offer, distribute, manage and/or advise other accounts, investment funds, collective investment trusts, registered or unregistered investment companies, or pooled funds (collectively, the "other funds") in such a manner that substantially the same or different investment decisions are made in whole or in part for those other funds as are made for the Funds.

(b) The Trustee serves as the sponsor, trustee and manager of the Group Trust and each Fund. The Trustee may employ advisers, consultants, subadvisers or other agents (which may be affiliates of the Trustee) to assist in the administration and management of the Funds. Subject to compliance with applicable law, any such advisers, consultants, subadvisers or agents may be compensated directly by the Trustee or may be compensated from the applicable Fund, as set forth in the Declaration of Trust. Trustee shall not be relieved of its liabilities with respect to such duties or obligations delegated by the Trustee.

(c) The Trustee will not be responsible or liable for any action or omission on the part of any other fiduciary to the Separate Account, except as otherwise required by applicable law.

(d) To the fullest extent permitted by applicable law, including without limitation ERISA, JHTC and any affiliate, independent contractor of, or investment adviser to the Trustee (such persons "Covered Persons") shall be held harmless and indemnified out of assets of the Group Trust for any losses, liabilities, claims, demands, penalties, fines, surcharges, obligations, expenses and damages of any kind whatsoever ("Covered Losses") incurred in connection with any action taken or omitted in connection with the Group Trust or this Agreement, including without limitation the reasonable fees and expenses of attorneys, accountants, consultants and experts incurred in connection with defending any claim, proceeding or legal action brought with respect to any action so taken or omitted, except to the extent such Covered Losses shall have been caused by such Covered Person's own breach of fiduciary duty, negligence, willful misconduct or lack of good faith. This Section 7(d) shall survive the termination of this Agreement.

(e) JHTC and the Trustee represent and warrant that: (i) JHTC has been duly organized and validly exists under applicable law; (ii) JHTC and the Trustee are duly authorized and empowered to execute, deliver, and perform this Agreement and have taken all action necessary to authorize its execution, delivery, and performance, including the obtaining of any necessary governmental consents; (iii) the execution, delivery and performance of this Agreement does not and will not conflict with or violate

any provision of law, rule, regulation, governing document of JHTC (e.g., articles of incorporation, bylaws, or limited liability company agreement), contract, deed of trust, or other instrument to which JHTC is a party or to which any of JHTC's property is or may be subject; (iv) this Agreement is a valid and binding obligation enforceable against JHTC and the Trustee in accordance with its terms (subject to applicable insolvency or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application); and (v) JHTC is not insolvent or the subject of a proceeding seeking a judgment of insolvency or bankruptcy; (vi) JHTC maintains all licenses, registrations and approvals required in order to perform its duties and obligations contemplated by this Agreement; and (vii) JHTC maintains an insurance policy (or policies) covering breaches of fiduciary duty, errors and omissions and negligent acts in an amount adequate to compensate for these risks after considering the amount of assets managed by JHTC. JHTC shall indemnify, defend, and hold the Fiduciary harmless from any liabilities, damages, or expenses, including reasonable attorneys' fees, incurred by the Fiduciary by reason of any representation and warranty made in this Section 7(e) not having been true when made.

(f) It is agreed that the Trustee shall discharge its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

7. Miscellaneous

(a) The Trustee shall furnish, or cause to be furnished, no less frequently than quarterly, to JHUSA and such persons as JHUSA may designate from time to time, periodic reports regarding the Designated Funds. Such information may be provided by entities providing other services to the Designated Funds, including agents, subadvisers, custodians or trustees.

(b) The Trustee shall give JHUSA and such persons as JHUSA may designate, 30-day written notice prior to any planned material change to the Designated Fund(s)'s portfolio management team, or of the team's philosophy, or process.

(c) This Participation Agreement (i) will terminate upon the complete withdrawal of the Separate Account from the Group Trust, in which case, notice of withdrawal must be received by the Trustee no later than 10 business days prior to the applicable Valuation Date, (ii) will be binding upon the successors and assigns of the parties hereto, and (iii) together with the Declaration of Trust (including the appendices thereto) is the entire agreement between the parties regarding the subject matter of this Participation Agreement.

(d) The headings used in this Participation Agreement are for convenience and reference only and shall not be deemed to limit or affect the terms or provisions herein.

(e) The interpretation of this Agreement and the rights of the parties hereunder shall be governed by ERISA and other applicable federal law and, to the extent not preempted by the foregoing, the laws of the State of New Hampshire.

(f) This Agreement may be retained, to the extent permitted by applicable law, in such form or forms as JHTC may elect, including without limitation electronically, without the necessity of retaining an original or written copy. This Agreement and its signatures may be proved by original copy or reproduced copy, including without limitation a photocopy, a facsimile transmission, an electronic image or any other electronic reproduction. Further, in accordance with the Declaration of Trust, the Fiduciary agrees that JHTC may, in its sole discretion, give the same effect to a telephonic instruction, voice recording or any instruction received through electronic commerce or other electronic means as it gives to a written instruction, and JHTC's action in doing so shall be protected to the same extent as if such telephonic or electronic instructions were, in fact, a written instruction.

EXECUTED as of the date set forth below.

Dated: October 20, 2020 ____

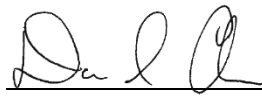
JOHN HANCOCK LIFE INSURANCE
COMPANY (USA)



By: _____
Keith Holden
Head of Retirement Platform Development &
Management, North America

JOHN HANCOCK TRUST COMPANY LLC

Dated: October 20, 2020 ____

By:  _____
David Cohen
Executive Vice President, Asset Management

Schedule 1

LIST OF PARTICIPATING TRUSTS

Plan Name

EIN

Unit Class

[LISTING TO BE PROVIDED TO JHTC UPON REQUEST]