

JOHN HANCOCK

LTC APPOINTMENT DATA SHEET

Licensee Last Name		First Name		Middle Initial
Social Security Number		Date of Birth	License State(s) (needing JH appointment)	
Business Address (policies and correspondence mailed here)		City	State	Zip
Resident Address		City	State	Zip
Phone Number	Fax Number	E-Mail Address		
<input type="checkbox"/> Not Paid Direct <input type="checkbox"/> Paid Direct		<i>(contract and commission level must accompany this data sheet)</i>		Commission Level:
General Agency Name	Principal Agent's Name		Agency Tax ID	
Managing General Agency Name		Managing General Agent's Name		
PLEASE INDICATE THE STATE & DATE OF NEW BUSINESS IF SUBMITTED _____				
Contact Name of Back Office Representative		Phone Number		

- A. Agents who will be paid commission from the GA need only complete this sheet and submit a current insurance license copy for each state in which you wish to sell.
- B. Agents who will be paid directly by John Hancock please be advised of the following:
1. Complete this LTC Appointment Data Sheet. Commission level must be indicated on this Sheet.
 2. Read, date, and sign the Contract.
 3. If commission is to be paid to someone other than yourself or to a corporation, complete an Assignment of Commission form and attach it to the LTC Appointment Data Sheet.

Please attach the following:

1. A current insurance license copy for each state in which you wish to sell.
2. This completed appointment form.
3. Copies of any additional LTC requirements as may be required by the states:
CA, CO, CT, DE, IL, IN, MA, MD, NC, WA
4. Attach commission schedule
5. Attach assignment of commission form and licenses if assigning commissions.
6. All commission levels must be approved by the GA & MGA.

Please send all materials to:

(Overnight Address – for FedEx)

John Hancock Life Insurance Co.
Attn: LTC Licensing, X-5
529 Main Street
Charlestown, MA 02129

(Regular Address)

John Hancock Life Insurance Co.
Attn: LTC Licensing
One John Hancock Way
Suite 1600
Boston, MA 02217-1600

Fax: 617-450-8057
Phone: 1-800-377-7311



Broker Contract

John Hancock Long Term Care Insurance

Broker Contract

Long Term Care Insurance

John Hancock Life Insurance Company

Name of Broker

This Agreement is entered into by and between John Hancock Life Insurance Company (hereinafter referred to as "Hancock") and

(Broker Name)

(hereinafter referred to as "Broker")

(Social Security Number)

WHEREAS, Hancock wishes to increase the scope of its marketing system for its long term care insurance products; and

WHEREAS, Broker wishes to market these products; and

WHEREAS, the parties intend to treat each other in a fair and equitable manner and develop a mutually beneficial relationship, the parties now agree as follows:

I. RESPONSIBILITIES OF THE BROKER

- A. **General.** Broker agrees to procure applications for long term care insurance products made available through Hancock, but only in those states in which the Broker is in compliance with all applicable regulatory licensing requirements at the time of solicitation. Hancock retains sole discretion to determine in which states the Hancock insurance products may legally be sold. The policies and certificates issued as a result of applications procured by Broker while this contract is in force shall be referred to as "policies."
- B. **Premiums.** Broker will treat money received or collected for Hancock as property held in trust, and will promptly remit such money to Hancock's Home Office, in accordance with the procedures established by Hancock and without deducting or retaining any commission without express written consent of Hancock. Broker is authorized to collect only the initial payment for any policy issued upon applications solicited by Broker.
- C. **Delivery of Applications and Policies.** Broker will deliver to Hancock all applications procured hereunder without undue delay. Broker will also ensure proper delivery and servicing by Broker of the policies according to applicable laws, regulations and Hancock policies.
- D. **Compliance.** Broker will comply with the underwriting and issue requirements of Hancock and the applicable federal and state insurance laws, regulations, and requirements. Such laws, regulations and requirements include, but are not limited to, those pertaining to client funds, privacy and confidentiality, licensing, rebating, replacements, solicitation and advertising.

- E. **Books and Records.** Broker will maintain, in a manner and form reasonably required by Hancock, true and correct records and books of account of all transactions under this and all previous contracts with Hancock, and shall cooperate with Hancock in audits of such records and books of account as may be reasonably requested by Hancock. Broker will also hold and preserve all papers, books, files, correspondence and records of all kinds which at any time shall come into the Broker's possession or control relating to transactions by or for Hancock, and upon request shall provide to Hancock copies of such documents, or where reasonably required by Hancock as in connection with any internal investigations or official proceedings, the original documents. All records maintained by Broker hereunder and all brochures, rate manuals, forms and other point of sales materials furnished to Broker by Hancock are and will remain the property of Hancock. Broker will return any such material to Hancock promptly upon termination of this Agreement, and will destroy or return to Hancock, at Hancock's option, any such material if outdated.

- F. **Cooperation.** Broker will cooperate fully in any insurance or other regulatory inquiry, investigation or proceeding, any judicial proceeding or any consumer complaint arising in connection with one or more activities contemplated by this contract.

- G. **Advertising.** Broker will use only books, canvassing materials, or advertising materials relating to products marketed pursuant to this Agreement which are furnished or approved in advance by Hancock.

- H. **Indemnification.** Broker will indemnify and save Hancock, its directors, officers and employees, harmless from and against all losses, expenses, costs, damages, fines, assessments and liability (including reasonable attorneys' fees) arising out of or alleged to have arisen out of any act, error or omission of Broker or Broker's employee in connection with this Agreement.

- I. **Trademarks.** Broker will not display or use any of Hancock's tradenames, logos, trademarks, trade devices, service marks, symbols, codes, specifications, abbreviations or registered marks (hereinafter referred to collectively as "Marks") other than in connection with the promotion of the policies pursuant to this Agreement. Any use by Broker of the Marks shall be submitted to Hancock for prior written approval. Upon termination of this Agreement, all rights or privileges of Broker to use the Marks in any manner shall expire, and Broker shall discontinue the use of the Marks.

- J. **Market Conduct Manual.** Broker will comply in full with the requirements set forth in the Market Conduct Booklet attached as *Appendix I* hereto and incorporated herein by reference and with updates and revisions to the Booklet that are sent to Broker.

II. LIMITATION OF AUTHORITY

Broker shall have no power or authority other than as herein expressly granted. Without limiting the generality of the foregoing, Broker expressly agrees not to:

- A. Recruit and recommend for appointment by Hancock other brokers to sell long term care insurance policies of Hancock.
- B. Bind Hancock to any risk without Hancock's express, written authorization to do so or otherwise bind Hancock by any promise or agreement or waiver of rights; incur any debt, expense, or liability for which Hancock may be liable; or receive any money due or to become due to Hancock except first premium on applications or policies and except where Hancock otherwise agrees in writing, in which case such payments must be in United States currency.
- C. Deliver any policy if Broker is aware that any person proposed for insurance is not in the same condition of health, habits, or occupation, or if any other facts are not as represented in the application, unless a conditional receipt was issued at the time of taking the application.
- D. Make, modify, discharge, extend or waive rights under any policy, or bind Hancock by making any promises or waiving rights respecting any policy.
- E. Directly or indirectly, pay, allow or give (or offer to do so) any rebate of premium or any part of Broker's commission, or any special advantage in the dividends or other benefits to accrue, or any valuable consideration or inducement whatever not specified in the policy, except that rebate of part of Broker's commission is permissible where in conformance with State law.
- F. Extend the time for the payment of any premium or indebtedness due Hancock.
- G. Receive any money for Hancock except as may be authorized by Hancock herein or elsewhere expressly in writing.
- H. Withhold or convert any monies, securities, policies or receipts belonging to Hancock; withhold any portion of a collected premium as commission without Hancock's prior written consent.
- I. Withhold from Hancock any applications for insurance.
- J. Endorse or present for collection any check, draft or other instrument made payable to Hancock.
- K. Participate in a systematic effort to cause the replacement, lapse or cancellation of Hancock policies. Hancock may withhold commission due during its or another entity's investigation of such a systematic effort. This provision shall survive the termination of this Agreement.

III. COMPENSATION

Compensation shall be paid to the Broker as follows:

- A. **Commission to Broker.** Hancock shall pay to Broker compensation on policies procured under this contract at the rates set forth in the Commission Schedule in effect on the effective date of the policies to which they relate. The Commission Schedule as of the effective date of this Agreement is attached hereto. No compensation shall be earned or payable until the premium is received in cash or credited by Hancock, the policy is placed in force, and commissions have been authorized according to the normal accounting procedures of Hancock. Commission is not payable on increases in premium due to premium rate increases implemented by Hancock.
- B. **Premium and Product Changes.** Hancock reserves the right to modify, discontinue or withdraw any plan of insurance in any jurisdiction and to fix the compensation on plans not included in the Commission Schedule which is now or may hereafter be issued by Hancock. Hancock shall be entitled to change the premium rates or dividends on any of its products at any time.
- C. **Changes to Commission Schedule.** Hancock reserves the right to change the Commission Schedule thirty days following written notice to Broker. Any such change shall not apply with respect to policies issued based on applications taken prior to the effective date of such change.
- D. **Premium Refunds and Uncollected Premium.** If Hancock shall for any reason waive or refund any premium, Broker shall have no right to commissions on such premium, and shall promptly pay to Hancock the full amount received on account thereof. If Hancock for any reason pays to Broker a commission in advance of the payment of the premium and the premium is not subsequently collected from the policyowner, Broker shall repay such commission to Hancock.
- E. **Replacement Policies.** The amount, if any, and the time of payment of commission on replacements, changes, conversions, exchanges, premiums paid in advance, policies issued on a "guaranteed issue" basis, and other special cases and programs shall be governed by Hancock's underwriting and administrative rules in effect as of the effective date of the policies to which they relate.
- F. **Vested Commission.** Commissions payable hereunder shall be vested. Any commission due and payable on or after Broker's death shall be paid to Broker's estate except as otherwise provided in Paragraph V.B. hereof.

IV. GENERAL PROVISIONS

- A. **Assignment.** Broker may not assign the rights to procure insurance applications or be relieved of the obligations of the Broker under this contract without Hancock's prior written consent. Hancock reserves the right to assign this Agreement to a third party.
- B. **Indebtedness.** Any advance, debit balance, loan or extension of credit which Broker at any time and in any manner may secure from Hancock constitutes an indebtedness to Hancock. If any check or draft of Broker used to transfer monies to Hancock is dishonored upon presentment for payment, the amount thereof shall constitute an indebtedness of Broker to Hancock. The entire indebtedness of Broker to Hancock as recorded in Hancock's records may be deemed due and payable in full to Hancock at any time. Broker is responsible for any costs, including but not limited to attorney fees and other collection expenses, incurred by Hancock in connection with the recovery from Broker of any indebtedness of Broker to Hancock. Broker hereby grants to Hancock a first security interest in all commission and other compensation becoming due hereunder to secure any indebtedness of Broker to Hancock. Hancock may at any time apply commission payable to Broker hereunder or any other monies payable to Broker by Hancock or by to reduce any such outstanding indebtedness.
- C. **Independent Contractor.** Broker shall be free to exercise independent judgment as to the time, place and means of performing all acts under this contract, but shall be guided by such general business conduct rules as may be adopted by Hancock. The relationship of Broker to Hancock shall be that of an independent contractor. Nothing in this contract shall be construed to create the relationship of employer and employee between Hancock and Broker or Broker's employees.
- D. **No Waiver.** Failure of Hancock or Broker to insist upon strict compliance with any of the conditions of this contract shall not be construed as a waiver of any such conditions.
- E. **Amendment or Modification.** This agreement may be amended by written notice from a duly authorized officer of Hancock to Broker. No such amendment shall affect commission payable with respect to any policy issued based on applications taken prior to the effective date of such change.
- F. **No Inducement To Lapse.** During the term of this contract and following its termination, Broker shall not directly or indirectly attempt to cause any policyholders or contract holders who purchased policies through Broker pursuant to this contract, to cancel, lapse or fail to renew such policies or contracts. Violation of the above may be enjoined by any legal means available to Hancock, and Hancock shall be entitled to recover from Broker compensatory damages and all costs and expenses incurred in connection with such litigation, including all attorneys' fees.

- G. **Governing Law and Arbitration.** This contract will be construed under and governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law doctrine. Any controversy or claim arising out of or relating to this contract, or the breach thereof, will be settled by arbitration by the American Arbitration Association held in Boston, Massachusetts, in accordance with Rules then obtaining of such Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Should arbitration not apply to resolution of any default or breach of this Agreement by reason of law, the parties shall have recourse to all available rights and remedies at law or in equity. All of the available rights and remedies shall be cumulative and may be exercised singularly or concurrently. In no event shall either party be liable for punitive, incidental, indirect, special or consequential damages, or for loss of profits, or for the procurement of substitute products and services, even if the other party has been advised of the possibility of such damages.
- H. **Notices.** A written notice shall be effective under this contract as follows: (a) if given by Hancock to Broker, by delivery thereof to Broker, or by mailing thereof addressed to Broker at Broker's last known office address, (b) if given by Broker to Hancock, by delivery or by mailing such notice addressed to: Hancock Long Term Care, 501 W. Michigan, P.O. Box 2986, Milwaukee, WI 53201-2986, Attn: Senior Vice President-Sales.
- I. **Investigation.** While any portion of this Agreement is in effect, Broker hereby grants to Hancock the right to request a credit report or criminal background check or other investigation on Broker.

V. TERMINATION

- A. **When Termination Occurs.** This contract, together with any and all appendices, supplements or schedules, and any appointments and/or licenses extended to Broker, shall terminate at the earlier of the following:
1. Thirty-one days following written notice by either party to the other. Termination may be effected under this paragraph with or without cause.
 2. Broker's death or total disability, the existence and commencement of total disability to be determined by Hancock in its sole discretion.
 3. Immediately and automatically without notice if Broker has not produced at least one issued policy during any twelve (12) month period.
 4. Immediately by Hancock for cause attributable to Broker including, without limitation, any of the following acts:
 - i. any act of fraud, dishonesty, misappropriation or withholding of funds;
 - ii. any material sales practice or market conduct violation as determined by Hancock in accordance with its published guidelines;

- iii. inducing or attempting to induce a Hancock policyholder to cancel or to replace a Hancock policy with that of another Company;
- iv. failure to repay any indebtedness to Hancock within sixty (60) calendar days;
- v. violation of the laws, regulations or rules of any jurisdiction in which the Broker operates, or of any governmental authority exercising jurisdiction over the Broker;
- vi. failure to comply with the policies and procedures of Hancock including, without limitation, acceptance of premium payments made payable to anyone other than Hancock;
- vii. failure to maintain required insurance licensure; or
- viii. filing of bankruptcy proceedings or, if Broker is a corporation, dissolution of the corporation;
- ix. a production level such that the total compensation payable to Broker hereunder in any consecutive twelve (12) month period is less than six hundred fifty dollars (\$650).

B. **Commission After Termination With Cause.** Termination under Paragraph V.A.4. or any post-termination act that falls within any one of the acts described in Subparagraph V.A.4.i through V.A.4.v inclusive may, at Hancock's option, result in revocation of all commission which may be due under this Agreement on or after the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

C. **Post-Termination Cooperation.** Subsequent to the termination of this contract, both parties agree to provide ongoing administrative support with respect to all policies sold under this contract and in existence as of the date of its termination in the same form and at the same level as was required prior to the termination.

D. **Survival After Termination.** The provisions under this section, as well as any other provisions of this contract which expressly continue or by their nature should continue in order to properly service the business procured under this Agreement, respond to post-termination consumer complaints, comply with applicable laws and regulations, and enable each party to fulfill obligations to the other which were incurred prior to the termination of this contract, shall survive any termination of this contract.

VI. REAPPOINTMENT

Listed below are the circumstances under which Hancock may agree to reappoint a Broker, it being understood that Hancock retains the right to decline to reappoint a Broker under any and all circumstances:

- A. **Termination With Cause.** If Hancock terminates Broker's Managing General Agent or General Agent with cause, Hancock may accept reappointment of Broker with another agent organization immediately.
- B. **Termination Without Cause.** If Hancock terminates Broker's Managing General Agent or General Agent without cause, Hancock may accept reappointment of Broker from another agent organization after a period of thirty (30) days has passed from the date of Hancock's termination notice, or immediately if Broker's Managing General Agent and General Agent, as applicable, provide written consent for Hancock to accept such reappointment.
- C. **Failure To Produce.** If Broker has not sold any policies for a period of one hundred eighty (180) days, Hancock may accept reappointment of Broker with another agent organization immediately.
- D. **Broker Request.** If Broker requests to be reappointed with another agent organization, Hancock may accept reappointment of Broker after ninety (90) days has passed from the date of that request or immediately if Broker's Managing General Agent and General Agent, as applicable, provide written consent for Hancock to accept such reappointment.

IN WITNESS WHEREOF, Broker and Hancock, have caused this contract to be executed and effective as of the dates indicated below.

Broker agrees that this Agreement will take effect as indicated by Hancock below.

Executed by Broker

Name

Signature

Date

Executed on Behalf of John Hancock Life Insurance Company

Name

Signature

Date

This Agreement shall take effect as of _____.



**Authorization for Direct Deposit
of Brokerage Compensation Payments**

Please note:

*Direct Deposits will be effective on the second or third commission run following the receipt of this form (the bank requires advance notification to verify account information).

*All fields are required. Failure to complete all fields will delay processing time or result in denial of request.

Payee			<i>Party for whom direct deposit is being requested</i>		
Payee Name		Payroll Number	Payee SSN or Tax Id		

Contact Information			<i>This party will be contacted with any questions</i>		
Name, if different than above		Address	Phone#		

Email Address			<i>Party or multiple parties to receive emailed copy of commissions statements</i>		
Email Address#1		Email Address#2	Email Address#3		

Section D Bank Information		
Bank Name		
Bank Address		
Bank Telephone Number		
Transit/Routing Number (must be 9 digits)		
Payee's Account Number		<input type="checkbox"/> Checking Account (attach a voided check) <input type="checkbox"/> Savings Account

I/We, the undersigned, hereby authorize John Hancock Financial Services to initiate:

- 1.) credit entries to my/our bank account indicated above;
- 2.) any necessary debit entries and adjustments to correct entries made in error.

This authorization is to remain in full force and in effect until John Hancock Financial Services has received advanced notification in writing from me/us of its termination or a new signed authorization form.

I/We understand that such notification and new authorization must be provided and received by John Hancock Financial Services in such time and such manner as to afford John Hancock Financial Services a reasonable opportunity to act on them.

Signature of Account Holder

Signature of Joint Account Holder

Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																				
or																				
Employer identification number																				
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,