

ASSUMPTION AGREEMENT

This **ASSUMPTION AGREEMENT** (this “Agreement”) is made as of May [●], 2022, by and among Time Insurance Company, a Wisconsin domestic insurance company (“TIC”) and John Hancock Life Insurance Company (U.S.A.), a Michigan domestic insurance company (“JHUSA”). TIC and JHUSA are each hereinafter referred to as a “Party” and collectively as the “Parties”.

WHEREAS, on March 1, 2000, TIC and JHUSA entered into a Reinsurance Agreement, as amended February 22, 2018, regarding long-term care business attached hereto as Exhibit A (the “Reinsurance Agreement”), an Administrative Services Agreement (the “Administrative Services Agreement”) and a related Trust Agreement, as amended February 22, 2018, with The Bank of New York Mellon, as trustee (the “Original Trust Agreement”), by which JHUSA agreed to reinsure on a 100% coinsurance basis and to administer the Business (as defined below), in each case, on the terms and subject to the conditions set forth therein;

WHEREAS, on November 1, 2018, (a) TIC and JHUSA, among other parties, entered into an amendment to the Original Trust Agreement, pursuant to which TIC was terminated as a party to the Original Trust Agreement and (b) TIC and JHUSA entered into a separate Trust Agreement with the Bank of New York Mellon, as trustee (the “Trust Agreement”, and together with the Reinsurance Agreement and the Administrative Services Agreement, the “Business Agreements”);

WHEREAS, on May 18, 2020, the Commissioner of Insurance of the State of Wisconsin, the domiciliary state of TIC, filed a Petition for Order for Rehabilitation of TIC (“Petition”), with the consent of TIC, requesting such order be entered by the Dane County Circuit Court with respect to TIC;

WHEREAS, the Order for Rehabilitation was entered on July 29, 2020;

WHEREAS, in the interest of protecting the policyholders currently covered by policies written by TIC, to the fullest extent possible, and in accordance with respective orders issued by the Dane County Circuit Court in the State of Wisconsin (the “Court”), TIC has entered into (or shall enter into) the following Assumption Agreements: (i) that certain Assumption Agreement, dated as of August 26, 2020, by and between TIC and National Health Insurance Company; (ii) that certain Assumption Agreement, dated as of October 1, 2020, by and between TIC and Assurity Life Insurance Company; (iii) that certain Assumption Agreement, dated as of December 28, 2020, by and between TIC and Loyal American Life Insurance Company (collectively, the “Other Assumption Agreements”); and (iv) that certain Assumption Agreement, by and between TIC and Talcott Resolution Life Insurance Company (collectively, the “Other Assumption Agreements”);

WHEREAS, in the interest of protecting the policyholders currently covered by policies included in the Business, to the fullest extent possible, and in accordance with an order issued by the Court, each of the Parties desires that all of TIC’s rights, title, interests and obligations with

respect to the Assumed Business shall become assumed by JHUSA as of the Assumption Date and as set forth in this Agreement;

WHEREAS, it is the intent of the Parties to transfer all rights and liabilities of JHUSA under the Reinsurance Agreement to JHUSA on a direct (rather than reinsured) basis, leaving JHUSA with all of the benefits and all of the burdens of the Reinsurer under the Reinsurance Agreement and relieving TIC of all obligations solely to the extent related to such benefits and burdens and to such other rights and liabilities of the Reinsurer thereunder; and

WHEREAS, it is the intent of the Parties that, as promptly as practicable following the Assumption Date, TIC shall, by order of the Court, be placed into liquidation, and, assuming an orderly settlement of claims (and after giving effect to any applicable statutory bar dates and notice periods), TIC shall be liquidated pursuant to a second order of liquidation issued by the Court (the "Liquidation Order"), with such Liquidation Order fully and finally extinguishing all Liabilities of TIC other than Liabilities owing to its policyholders and their beneficiaries; provided, however, that nothing herein shall prohibit a receiver or liquidator from accepting an offer after the date hereof to purchase the shares of TIC or of any successor of TIC emerging from receivership or liquidation by one or more buyers in accordance with this Agreement and applicable Law (a "TIC Disposition").

NOW THEREFORE, in consideration of the mutual promises contained herein, each of the Parties hereby agree as follows:

1. Definitions

1.1 Administrative Services Agreement. As used in this Agreement, "Administrative Services Agreement" shall have the meaning ascribed to it in the recitals above.

1.2 Assumed Liabilities; Assumed Rights. As used in this Agreement, "Assumed Liabilities" shall include New Claims, Existing Claims and other liabilities with respect to the Business as more fully set forth in Section 2.2, below; provided, however, notwithstanding any other provisions of this Agreement to the contrary, "Assumed Liabilities" shall not include any liabilities or obligations, other than (i) Liabilities to Policyholders under the express terms and conditions of each policy included in the Business, (ii) Liabilities expressly reinsured by JHUSA pursuant to the Reinsurance Agreement and (iii) without duplication of the foregoing, express contractual obligations of JHUSA pursuant to the Business Agreements for periods prior to the Assumption Date. As used in this Agreement, "Assumed Rights" means all rights and entitlements with respect to the Assumed Business as more fully set forth in Section 2.2, below; provided, however, "Assumed Rights" shall not include any rights or entitlements, other than rights and entitlements of JHUSA pursuant to the Reinsurance Agreement. The Assumed Liabilities, together with the Assumed Rights, shall constitute the "Assumed Business".

1.3 Assumption Date. As used in this Agreement, the "Assumption Date" shall be the date set forth in an order issued by the Court on which JHUSA must assume the Assumed Business in accordance with this Agreement, or, if such date is other than the first day of an accounting quarter, the first day of the subsequent quarter in which such order is issued.

1.4 Business. As used in this Agreement, “Business” shall mean the long-term care policies subject to the Reinsurance Agreement. For the avoidance of doubt, no insurance policies issued by TIC that are not currently reinsured by JHUSA pursuant to the Reinsurance Agreement shall constitute “Business” under this Agreement.

1.5 Business Agreements. As used in this Agreement, “Business Agreements” shall have the meaning ascribed to it in the recitals above.

1.6 Governmental Authority. As used in this Agreement, “Governmental Authority” means any federal, state or local domestic or foreign governmental, regulatory or self-regulatory authority, agency, court, tribunal, commission or other governmental, regulatory or self-regulatory entity.

1.7 Law. As used in this Agreement, “Law” means any domestic or foreign federal, state or local statute, law, ordinance or code, or any rules, regulations, administrative interpretation or orders issued by any Governmental Authority pursuant to any of the foregoing, and any order, writ, injunction, directive, judgment or decree of a court of competent jurisdiction applicable to and binding upon the parties hereto.

1.8 Liabilities. As used in this Agreement, “Liabilities” means, any debt, liability, expense, commitment or obligation of any kind, character or description, whether direct or indirect, fixed or unfixed, matured or unmatured, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, whenever or however arising (including whether arising out of any contract or tort based on negligence or strict liability) and whether or not the same would be required by GAAP or SAP to be reflected in financial statements or disclosed in the notes thereto.

1.9 Original Trust Agreement. As used in this Agreement, “Original Trust Agreement” shall have the meaning ascribed to it in the recitals above.

1.10 Policyholder. As used in this Agreement, “Policyholder” shall mean with respect to each policy included in the Business, the named primary insured.

1.11 Reinsurance Agreement. As used in this Agreement, “Reinsurance Agreement” shall have the meaning ascribed to it in the recitals above.

1.12 Trust Account. As used in this Agreement, “Trust Account” means the trust account established by JHUSA in favor of TIC in accordance with the Trust Agreement.

1.13 Trust Agreement. As used in this Agreement, “Trust Agreement” shall have the meaning ascribed to it in the recitals above.

2. Assumption and Transfer

2.1 Business Assumed. Subject to the terms and conditions of this Agreement, TIC shall, as of the Effective Date, transfer, convey and absolutely assign to JHUSA all of its rights and obligations in and to the Assumed Business, and JHUSA shall be substituted in TIC's place with respect to all of the Assumed Business as if it had originally issued the Business. JHUSA shall, from and after the Effective Date, with respect to the Assumed Liabilities, perform all contractual promises made by TIC and shall be entitled to all rights of TIC, under the policies and certificates that constitute the Business.

2.2 JHUSA Obligations Regarding the Business Assumed.

2.2.1. Rights and Obligations. JHUSA's rights and obligations governed by this section regarding the Assumed Business include, but are not necessarily limited, to the following as of the Assumption Date:

- a. *New Claims*. JHUSA hereby assumes TIC's contractual obligation to pay claims arising under the express terms of the policies incurred with respect to the Assumed Business on or after the Assumption Date. TIC specifically transfers to JHUSA the right to impose any defense, claim, set-off, recoupment or the like which would have been available to TIC against any claims, taxes, fees or other obligations under the Business, and JHUSA shall have the right to do so without further documentation.
- b. *Existing Claims*. JHUSA shall assume the contractual obligation for claims arising under the express terms of the policies that have been incurred on the Assumed Business prior to the Assumption Date, including claims that have been so incurred but not reported as of the Assumption Date.
- c. *Premium*. TIC hereby assigns to JHUSA TIC's right to any premiums or other recoverables due for the Assumed Business, accruing either before or after the Assumption Date. TIC specifically grants JHUSA all necessary authority to collect, receive, give receipt for, endorse, sell, assign, and to institute, maintain and defend any and all actions necessary or desirable arising from its rights and obligations hereunder. JHUSA assumes the risk that such premiums and other recoverables on the Assumed Business may be uncollectible.
- d. *Premium Refunds*. JHUSA hereby assumes TIC's obligation to refund any premium received by or transferred to JHUSA attributable to periods either before or after the Assumption Date on the Assumed Business which shall become refundable with respect to the Assumed Liabilities.
- e. *Premium Taxes and Assessments*. JHUSA shall pay all premium taxes and guarantee fund and other assessments levied on premium attributable to periods on or after the Assumption Date, in each case, to the extent included in the Assumed Business, including any tax, fee, charge, expense or other cost charged or assessed by or arising directly or indirectly from any

mandate or requirements of a Governmental Authority, taxing body, guaranty fund, public or private risk spreading institution including assigned risk pools or other residual market mechanisms.

- f. *Commissions and Fees.* JHUSA shall be financially responsible for payment of all commissions and service fees payable to producers with respect to premiums attributable to periods either before or after the Assumption Date to the extent included in the Assumed Business.
- g. *Administration.* JHUSA is responsible for administering and servicing the Assumed Liabilities and shall bear all expenses resulting from such administration and service for periods either before or after the Assumption Date.
- h. *Subrogation.* JHUSA shall have the right of subrogation for payments made by JHUSA on claims that are incurred either before or after the Assumption Date.
- i. *Taxes and Assessment Accruing Prior to the Assumption Date.* To the extent already paid by TIC and not reimbursed by JHUSA prior to the Assumption Date, JHUSA shall promptly reimburse TIC for the actual amount of state premium taxes attributable premiums collected for periods prior to the Assumption Date that are received by or transferred to JHUSA in accordance with the terms of the Reinsurance Agreement. For assessments on the Assumed Business accrued or charged for periods prior to the Assumption Date, including any fee, charge, expense, tax or other cost charged or assessed by or arising directly or indirectly from any mandate or requirement of a federal, state, local or other governmental or regulatory authority, taxing body, guaranty fund, public or private risk-spreading institution including assigned risk pools or other residual market mechanisms, JHUSA will either pay such assessments directly to the applicable governmental or regulatory authority, or reimburse TIC to the extent that TIC has either paid or otherwise economically borne the cost of any such assessments.

2.2.2. General Assumption. The list in paragraphs 2.2.1 (a) through (i) may not be an exhaustive statement of the rights and obligations assumed by JHUSA under this Section 2. The intent of this Agreement is that JHUSA shall be deemed substituted to all of TIC's direct rights and obligations solely with respect to the Assumed Liabilities from and after the Assumption Date. This Agreement shall in no event cause TIC to be responsible for any obligation or liability that is currently the contractual obligation of JHUSA under the Business Agreements or the documents and agreements executed in connection therewith and in no event shall this Agreement cause JHUSA to be responsible for any obligation or Liability that is not currently its contractual obligation under the Business Agreements.

2.2.3. Securing Approvals. JHUSA shall be responsible for securing all regulatory or other approvals from applicable Governmental Authorities required for the transactions contemplated by this Agreement, at JHUSA's sole cost and expense. To the extent any such approval is required to be obtained by TIC as a result of the effect the transactions contemplated by this Agreement will have on its standing in a particular state, or for any other reason, TIC shall be responsible for either notifying JHUSA of the need to secure such approval or securing such approval on its own accord. TIC agrees use reasonable best efforts to cooperate with JHUSA, at JHUSA's sole expense, to secure regulatory approvals and TIC shall have the right to approve in advance any regulatory filing to be submitted by JHUSA to an applicable Governmental Authority, such approval not to be unreasonable withheld.

2.2.4. Assumption Certificates. No later than ninety (90) days after Assumption Date, or within such other timeframe as required by applicable Law or any state department of insurance, JHUSA shall prepare and issue to each Policyholder a Certificate of Assumption in substantial conformity with Exhibit B. It is understood that Exhibit B is attached hereto is for illustrative purposes only and that there may be variations of this Exhibit on a state-by-state basis if state regulatory review or approval of the assumption is required. JHUSA shall send such Certificates of Assumption and other assumption related information to Policyholders and certificate holders by first class mail or as otherwise required by applicable Law or any state department of insurance, at JHUSA's cost and expense.

2.3 TIC's Obligations Regarding the Business Assumed.

2.3.1. TIC Continuing Obligations. TIC shall pay all premium taxes and assessments, levied on premium attributable to periods prior to the Assumption Date, including any tax, fee, charge, expense, or other cost charged or assessed by or arising directly or indirectly from any mandate or requirements of any Governmental Authority, taxing body, guaranty fund, public or private risk-spreading institution including assigned risk pools or other residual market mechanisms. For the avoidance of doubt, this Section 2.3.1 shall be limited to those taxes, fees, charges, expenses or other charges that are not otherwise payable or reimbursable by the applicable reinsurer pursuant to the Reinsurance Agreement, as applicable, each as in effect prior to the date hereof without giving effect to the transactions contemplated hereby.

2.3.2. TIC Transfers. Since all open and unpaid expenses comprising Assumed Liabilities will be assumed by JHUSA as of the Assumption Date, on the Assumption Date, TIC shall transfer to JHUSA all of the funds relating to the Assumed Business (if any), including:

- a. Advanced premiums and unearned premiums; and
- b. Funds held in claims or premium accounts associated with the Business.

3. Mutual Representations and Warranties

Each Party, solely as to itself, represents and warrants to the other Party, as follows:

3.1 Organization and Standing. Except as otherwise disclosed by such Party, it is an insurance company duly organized, validly existing and in good standing under the Laws of its state of domicile and it has all requisite authority necessary to carry on its business as now conducted, to own and operate its assets, properties and business, and to enter into and carry out the terms and conditions of this Agreement.

3.2 Authorization. It has properly taken, or will take prior to the Assumption Date, as applicable, all actions required to be taken by it in order to authorize it to enter into this Agreement, including obtaining any necessary approvals which it is responsible to obtain under the terms of this Agreement. This Agreement has been executed and delivered on its behalf by its duly authorized and acting officer and is a valid obligation, enforceable in accordance with its terms.

3.3 Compliance. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not:

3.3.1. Result in a breach of the terms or conditions of, or constitute a default under, or violate, as the case may be, its charter, articles or bylaws.

3.3.2. Result in a breach of the terms or conditions of, or constitute a default under, or violate as the case may be, any agreement, option, treaty, license or other document or undertaking, oral or written, to which it is a party or by which it is bound.

3.3.3. Violate any order, rule, regulation, writ, injunction or decree of any court, administrative or government agency applicable to TIC.

3.4 Due Diligence. It has satisfactorily conducted all due diligence that it desires in connection with the transactions to be consummated hereunder.

3.5 Complete. The representations and warranties contained in this Section 3 are true, correct and complete to the best of the applicable Party's knowledge, information and belief.

4. Covenants of the Parties

4.1 Liquidation. It is the intent of the Parties that, as promptly as practicable following the Assumption Date, TIC shall, by order of the Court, be placed into liquidation, and, assuming an orderly settlement of claims (and after giving effect to any applicable statutory bar dates and notice periods), TIC shall be liquidated pursuant to a Liquidation Order, with such Liquidation Order fully and finally extinguishing all Liabilities of TIC other than Liabilities owing to its policyholders and their beneficiaries; provided, however, that nothing herein shall prohibit a receiver or liquidator from accepting an offer to consummate a TIC Disposition. For purposes of this Agreement, the date (if ever) upon which TIC is liquidated shall be the "Liquidation Date".

4.2 No Successor to TIC. Except in the case of a TIC Disposition, it is the intent of the Parties that, from and after the Liquidation Date and the extinguishment of all Liabilities of TIC (other than Liabilities owing to its policyholders and beneficiaries), TIC shall have no legal successor.

4.3 TIC Disposition. To the extent that a Liquidation Order fully and finally extinguishing all Liabilities of TIC (other than Liabilities owing to its policyholders and beneficiaries) is not entered by the Court for any reason, any TIC Disposition shall be subject to the prior written consent of JHUSA (such consent not to be unreasonably withheld). The parties acknowledge and agree that it would be reasonable for JHUSA to withhold its consent if a TIC Disposition is reasonably likely to result in incremental Liability to JHUSA.

4.4 Guaranty Fund Credits.

4.4.1. On or prior to the date hereof, TIC and JHUSA shall effect a final settlement of all net amounts due from JHUSA to TIC as of the date hereof (taking into account any premium tax offsets credited to JHUSA), pursuant to Section 4.5 of the Reinsurance Agreement.

4.4.2. The Parties acknowledge and agree that TIC is entitled to certain credits or offsets that are available to be realized on its 2022 and future premium tax returns that relate to assessments made of TIC by various states' guaranty fund associations based on premium in respect of the Business (the "Guaranty Fund Credits"). The Parties further acknowledge and agree that (i) the Guaranty Fund credits relate to the Business and were indirectly paid to the guaranty fund associations by JHUSA pursuant to the Reinsurance Agreement, and (ii) pursuant to the Reinsurance Agreement, JHUSA would have been entitled to a reimbursement from TIC for the value of the Guaranty Fund Credits that would have been utilized by TIC in future tax years but for the assumption and novation effectuated hereunder. TIC hereby assigns, transfers and conveys all of its right, title and interest in and to any and all Guaranty Fund Credits to JHUSA, including any right to claim Guaranty Fund Credits on future premium tax returns. TIC shall (x) provide certificates or other documentation of payments of guaranty fund assessments related to the Guaranty Fund Credits and (y) cooperate in good faith to assist JHUSA in properly documenting and utilizing the Guaranty Fund Credits on JHUSA's own premium tax returns.

5. **Survival and Indemnification**

5.1 Survival. Other than with respect to Section 6.1, Section 6.2, Section 7 and Section 11 (which shall survive indefinitely), the representations, warranties, covenants and agreements of each party made hereunder, and all claims and causes of action with respect thereto, shall terminate on the Liquidation Date; provided, however, if the Liquidation Date does not occur, such representations, warranties, covenants and agreements shall survive until the natural expiry of the obligations under the policies included in the Business and Liabilities relating thereto (such date, together with the Liquidation Date, the "Expiration Date").

5.2 Indemnification of JHUSA. From the date hereof to the Expiration Date, TIC shall defend, indemnify and hold harmless JHUSA and its respective directors, officers, employees, representatives, affiliates, successors and permitted assigns (collectively, the “JHUSA Indemnified Parties”) against, and agrees to hold each of them harmless from, any and all actions, claims, losses, liabilities, damages, costs, expenses (including court costs, alternative dispute resolution costs, settlement costs and reasonable attorney’s fees), interest and penalties (collectively referred to in this Section 5 as “Loss” or “Losses”) incurred or suffered by any JHUSA Indemnified Party arising out of (i) any inaccuracy or breach of any representation or warranty made by TIC pursuant to this Agreement, (ii) any breach of this Agreement by TIC, (iii) any act or omission related to the Business that occurs prior to an Assumption Date, except as otherwise provided in this Agreement, (iv) following the Assumption Date, all liabilities arising out of or relating to the Business other than the Assumed Liabilities, (v) the violation of any Law by TIC relating to the Business or (vi) the gross negligence or intentional or willful misconduct by TIC.

This Section 5.2 does not extend to any Loss to the extent that it was caused by the acts or omissions of any of the JHUSA Indemnified Parties.

5.3 Indemnification of TIC. From the date hereof to the Expiration Date, JHUSA shall defend, indemnify and hold harmless TIC and its directors, officers, employees, representatives, affiliates, successors and permitted assigns (collectively, the “TIC Indemnified Parties”) against, and agrees to hold each of them harmless from, any and all Losses (as defined in Section 5.2 above) incurred or suffered by any TIC Indemnified Party arising out of (i) any inaccuracy or breach of any representation or warranty made by JHUSA pursuant to this Agreement, (ii) any breach of this Agreement by JHUSA, (iii) Assumed Liabilities (iv) JHUSA’s violation of any Law relating to the Business, or (v) JHUSA’s own gross negligence or intentional or willful misconduct.

This Section 5.3 does not extend to any Loss to the extent that it was caused by the acts or omissions of any of the TIC Indemnified Parties.

5.4 Indemnification Procedures for Third Party Claims.

5.4.1. The indemnitee must notify the indemnitor in writing as soon as reasonably practicable, but in no event later than thirty (30) calendar days, after the indemnitee becomes aware of circumstances which may lead to the indemnitee seeking indemnification hereunder, including a pending or threatened claim or demand asserted by a third party against the indemnitee (a “Third Party Claim”). If such notice is not provided within the time frame required by the previous sentence, the indemnitee shall still be entitled to indemnification by the indemnitor except to the extent that the indemnitor is actually prejudiced by the late receipt of notice (except that the indemnitor shall not be liable for any defense or other expense incurred during the period in which the indemnitee failed to give such notice).

5.4.2. The indemnitee must allow the indemnitor to make any reasonable investigations or reasonable defense with respect to Third Party Claims. The indemnitee must reasonably cooperate, at the indemnitor’s expense, with such investigations and

defense, including, without limitation, by furnishing records, information and testimony and attending any conferences, discovery proceedings, hearings, trials and appeals, in each case, as may be reasonably requested in connection therewith. The indemnitee shall have the right to participate (but not control), at its own expense, with the indemnitor in the defense of any Third Party Claim.

5.4.3. No Third Party Claim may be settled or otherwise compromised without the consent of both the indemnitor and the indemnitee, which consent shall not be unreasonably withheld, delayed or conditioned, if the settlement or compromise by its terms (a) obligates the indemnitor to pay the full amount of the liability in connection with such Third Party Claim, (b) releases the indemnitee of any further liability associated therewith, and (c) does not impose any equitable remedy or penalty upon, or finding of civil or criminal wrongdoing by, the indemnitee or involve any restriction or condition which could reasonably be expected to have an adverse effect on the indemnitee or its affiliates or on any business of the indemnitee or its affiliates.

6. Release and Disclaimer

6.1 Release. Effective as of the Assumption Date, each of TIC and JHUSA, each on behalf of itself and its respective officers, directors, employees, agents, owners, subsidiaries, and (as to TIC, without limitation of the disclaimer in Section 6.2) successors and assigns, including any person directly or indirectly owned or controlled by, owning or controlling, or under common control or affiliated with the foregoing (collectively, the “Releasers”), fully, irrevocably, unconditionally, voluntarily, knowingly and willingly releases and forever discharges JHUSA or TIC, as applicable, and each of its past, present and future partners, officers, insurers, affiliates, directors, employees, (as to TIC, without limitation of the disclaimer in Section 6.2) successors, assigns, representatives, agents, attorneys, financial advisors, accounting advisors, actuarial advisors, tax advisors, shareholders and any and all persons or entities acting by, through, under, or in concert with or on behalf of them, or any of them (collectively, the “Releasees”), of and from any and all manner of action or actions, cause or causes of action, proceeding or proceedings, in law or equity, and any and all suits, debts, liens, contracts, agreements, promises, Liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent, that the Releasers ever had, now have, or hereafter can, shall or may have against the Releasees; provided, however, that the foregoing shall not release the Releasees from any claim or liability arising under or relating to this Agreement.

6.2 Disclaimer of Certain Rights of Legal Successorship. In connection with any TIC Disposition, without limitation of the release in Section 6.1, effective upon the consummation of such TIC Disposition, TIC hereby disclaims any and all obligations and liabilities owed now or in the future (except in respect of (i) contracts entered into after the date hereof and (ii) actions or omissions occurring after the date hereof, in each case, with respect to clauses (i) and (ii) solely to the extent not contemplated hereby) by JHUSA, or any of its affiliates or representatives, to TIC or any of its affiliates or representatives, including all such obligations and liabilities arising under this Agreement.

7. Litigation

7.1 To the extent consent is required, either Party may petition the Court for leave to resolve a Dispute through litigation before a Wisconsin Court. The Parties further acknowledge and agree that, to the extent such consent is required and not obtained, the Court shall continue to have jurisdiction over such Dispute.

7.2 Subject to Section 7.1, this Agreement, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) (each, a “Dispute”) shall be governed by and construed in accordance with the Laws of the [State of Wisconsin], without respect to its applicable principles of conflicts of laws that might require the application of the laws of another jurisdiction.

7.3 Subject to Section 7.1, each of the parties hereby irrevocably and unconditionally (i) submits, for itself and its property, to the exclusive jurisdiction and venue of the Dane County Circuit Court in any Action arising out of or relating to this Agreement, including the negotiation, execution or performance of this Agreement and agrees that all claims in respect of any such Action shall be heard and determined in the Dane County Circuit Court, (ii) shall take such actions as are within their control to cause any Disputes to be assigned to the complex litigation or similar docket of the applicable court and to avoid delay to achieve a fair, speedy and cost-effective resolution of the dispute, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement in the Dane County Circuit Court, including any objection based on its place of incorporation or domicile, (iv) waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court and (v) agrees that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties consents and agrees that service of process, summons, notice or document for any action permitted hereunder may be delivered by registered mail addressed to it at the applicable address set forth in Section 11.9 or in any other manner permitted by applicable Law. For purposes of this Section 7.3, “Action” means any claim, action, suit or proceeding by or before any Governmental Authority.

7.4 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY BE BASED UPON, ARISE OUT OF OR RELATED TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION OR VALIDITY THEREOF OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NEITHER THE OTHER PARTY NOR ITS REPRESENTATIVES, AGENTS OR ATTORNEYS HAVE REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 6.04. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8. Records

8.1 Assumed Liabilities. TIC shall direct the transfer to JHUSA of any and all active files with respect to the Business (which are not already in the possession of either JHUSA or its affiliates), including but not necessarily limited to applications, authorizations to issue, policies and policy forms, certificates and certificate forms, endorsements, declaration pages, underwriting and administrative files and related correspondence, and any other files or documentation owned by and in the possession or control of TIC (which are not already in the possession of either JHUSA or its affiliates) the day after the Assumption Date, or as soon thereafter as reasonably possible, which are reasonably necessary to assist JHUSA in the assumption of the Assumed Business. TIC's obligations under this section shall extend to both paper (hard) copy, and any form of magnetic or film storage of data.

8.2 HIPAA Privacy. Contemporaneously with the execution of this Agreement, the JHUSA and TIC shall execute a Business Associate Addendum as attached as Exhibit C hereto and incorporated herein by this reference.

9. Offset

Any undisputed debts or credits, matured or unmatured, liquidated or unliquidated, in favor of or against, either JHUSA or TIC, with respect to this Agreement, may be offset or only the balance may be allowed or paid.

10. Reinsurance Treaties

On the Assumption Date, JHUSA will be permitted to withdraw all assets on deposit in the Trust Account in accordance with the fully executed Grantor Withdrawal Notice and accompanying Beneficiary instructions (each as defined in the Trust Agreement), attached together hereto as Exhibit D. On the Assumption Date the Business Agreements shall be terminated and released as between TIC and JHUSA.

11. Miscellaneous

11.1 Amendments. This Agreement may be amended or modified only by a written amendment signed by each of the Parties hereto which refers to this Agreement.

11.2 Waiver. The failure to exercise any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or condition herein contained. No term or condition of this Agreement shall be deemed to have been waived unless such waiver shall be in writing and signed by the Party charged therewith.

11.3 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization and the parties shall be returned to the status quo with respect to the Assumed Liabilities affected thereby without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

11.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

11.5 Execution. Each of the Parties hereto shall make, do or cause to be done such further acts, and shall execute, acknowledge and deliver such instruments and documents, as the other Party may reasonably request or require to effectuate fully the purpose and intent of this Agreement.

11.6 Assignments. This Agreement, and the terms, conditions and covenants contained herein, shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. This Agreement is not assignable by any Party without the written consent of the other Party.

11.7 Headings. The headings of the provisions contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

11.8 Entire Agreement. This Agreement and the Business Agreements state the entire understanding between the Parties with respect to the transactions contemplated herein and therein there are no understandings between the Parties related to the transactions contemplated herein and therein other than as expressed in this Agreement and the Business Agreements.

11.9 Notices. Any notice regarding this Agreement shall be deemed sufficiently given if it is in writing and hand delivered or mailed by certified or registered United States mail, return receipt requested, to the other Parties at the address set forth below the respective Party's signature or such other address as furnished by the receiving Party in writing.

11.10 No Third Party Beneficiaries. This Agreement is solely between JHUSA and TIC. It is intended solely for the benefit of the Parties hereto and (as to TIC, without limitation of the disclaimer in Section 6.2) their respective permitted successors, assigns, it is not the intention of JHUSA or TIC to confer, nor does this Agreement in fact confer, any rights as a third-party beneficiary to this Agreement upon any other person or party other than the Parties and their respective permitted successors and assigns.

11.11 Cooperation. The parties shall reasonably assist and cooperate with each other and utilizing reasonable best efforts to obtain approvals from state regulatory bodies as applicable

and taking such other action as may be reasonably required to carry out effectively the intent of this Agreement.

11.12 Exhibits. All Exhibits are hereby incorporated by reference into this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective duly authorized officers, on the dates shown below.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

By: AMT Anthony M. Teta

Date: May 6, 2022

Address: John Hancock
200 Berkeley Street
Boston, MA 02116

TIME INSURANCE COMPANY

Mark H Femal
By: Mark H Femal

Its: Special Deputy Commissioner

Date: May 9, 2022

Address: 9701 Brader Way
Middleton, WI 53562

EXHIBIT A

Reinsurance Agreement

[See Attached.]

Execution Copy

REINSURANCE AGREEMENT

THIS REINSURANCE AGREEMENT (this "Agreement") is made and entered into as of this 1st day of March, 2000 by and between FORTIS INSURANCE COMPANY, a stock insurance company domiciled in the state of Wisconsin (the "Company"), and JOHN HANCOCK LIFE INSURANCE COMPANY (f/k/a JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY), a life insurance company domiciled in the Commonwealth of Massachusetts ("Reinsurer").

RECITALS:

WHEREAS, the Company has been engaged in the sales, marketing, underwriting, issuance and administration of certain long-term care insurance policies (the "Business"); and

WHEREAS, the Company and Reinsurer are parties to that certain Asset Purchase Agreement dated January 3, 2000, as amended on February 2⁹, 2000 (the "Purchase Agreement"), by and among Fortis, Inc., Fortis Insurance Company, Fortis Benefits Insurance Company, First Fortis Life Insurance Company and John Alden Life Insurance Company (collectively, the "Selling Parties"), and Reinsurer, pursuant to which, among other things, the Selling Parties have agreed to sell and transfer to Reinsurer, and Reinsurer has agreed to purchase and assume, certain assets and liabilities used in or related to the operations of the Business; and

WHEREAS, in connection with such sale and transfer of assets and liabilities, the parties desire that the Company cede 100% of its risks under the Reinsured Policies (as defined below) to Reinsurer, and Reinsurer desires to reinsure such risks, on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS

As used herein and in the Schedules hereto, each of the following terms has the meaning set forth below (such meaning to be equally applicable to both the singular and plural forms of the term defined). Any capitalized term used but not defined herein shall have the meaning set forth in the Purchase Agreement.

"Administrative Services" shall have the meaning set forth in the Administrative Services Agreement.

"Administrative Services Agreement" means that certain Administrative Services Agreement, dated as of the date hereof, by and between the Company and Reinsurer, providing for the servicing and support of the Reinsured Policies.

"Affiliate" shall mean a Person who or which controls, is under common control with or is controlled by another Person. The term "control" shall mean direct or indirect ownership of shares or interests therein which aggregate more than fifty (50%) percent of the voting and equity interests of the Person.

"Agreement" means this Reinsurance Agreement and all Schedules hereto, as the same may be supplemented, modified or amended from time to time.

"Ceding Commission" is defined in Section 4.3.

"Company Retained Liabilities" means any claim or liability (a) for Taxes payable with respect to premiums earned or received on Existing Policies prior to the Effective Date; (b) that is a Parent Extra Contractual Obligation; (c) for Assessments relating to the Existing Policies other than Reimbursable Assessments; or (d) assessments of the type described in Section 4.5(a)(i), but paid on account of premiums received or written (depending on the applicable jurisdiction's method of making such assessments) prior to the Effective Date.

"Effective Date" means, (i) with respect to each Existing Policy, 12:01 a.m. on the date of this Agreement, and (ii) with respect to each New Policy, the date and time upon which the Company's obligations thereunder begin.

"Existing Policies" means all of the long-term care insurance policies in-force on the date of this Agreement that were issued by the Company or by BCBS and reinsured by the Company. All such Existing Policies in-force as of the close of business on the third Business Day immediately preceding the date of this Agreement are listed by policy number on *Schedule 1.1* hereto.

"Net Premiums" means gross premiums paid by Policyholders less premiums refunded to Policyholders.

"New Policies" means all insurance policies that provide long-term care insurance coverage that are issued by BCBS and reinsured by the Company after the date hereof, in accordance with the BCBS Reinsurance Agreement.

"Pending Litigation" is defined in Section 3.6.

"Policyholder" means the owner of a Reinsured Policy.

"Policy States" means those jurisdictions listed on *Schedule 1.2* hereto.

"Reinsured Policies" means collectively the Existing Policies and the New Policies.

"Reserves" means as of any specified date, all amounts maintained by the Company as statutory reserves for the Reinsured Policies, as of such date, including, without limitation, policy reserves, unearned premium reserves, premium deficiency reserves, reserves for claims incurred but not reported, reserves for claims reported but not yet paid, and reserves for claims settlement expenses, but not including any reserves established for the payment of Company Retained Liabilities. Reserves shall be net of any Third Party Reinsurance (i) assigned to Reinsurer as contemplated by Section 5.9(a) of the Purchase Agreement or under similar agreements entered into by Reinsurer with the counterparties to such Third Party Reinsurance Agreements in lieu of such assignments, and (ii) collectible under the Unassigned Third Party Reinsurance Agreements.

"Service Effective Date" shall have the meaning set forth in the Administrative Services Agreement.

"Tax" means any federal, state, local or foreign income, premium, payroll, withholding, excise, sales, use, gains, transfer, real and personal property, use and occupation, capital stock, franchise or other tax, assessment or governmental charge, including interest and penalties thereon.

"Transition Services" shall have the meaning set forth in the Transition Services Agreement.

"Transition Services Agreement" means that certain Transition Services Agreement, dated as of the date hereof, by and among the Company, Reinsurer, Fortis, Inc., Fortis Benefits Insurance Company and First Fortis Life Insurance Company.

"Trust Agreement" means that certain Trust Agreement, dated as of the date hereof, by and among the Insurance Companies, Reinsurer and the Trustee.

"Trustee" means State Street Bank and Trust Company.

"Unassigned Third Party Reinsurance Agreements" means the following agreements that relate to long-term care insurance, to the extent that, as of the date of this Agreement, any such agreement is not either assigned to Reinsurer as contemplated by Section 5.9(a) of the Purchase Agreement or replaced by a similar agreement between Reinsurer and the counterparty thereto:

- (i) None.

ARTICLE 2 COINSURANCE

Section 2.1 Coinsurance.

(a) As of the Effective Date, the Company hereby cedes to Reinsurer and Reinsurer hereby accepts reinsurance on a coinsurance basis of one hundred percent (100%) of the Company's liabilities (other than the Company Retained Liabilities) under the Reinsured Policies net of any Third Party Reinsurance collectible under any Unassigned Third Party Reinsurance Agreements. As of the Effective Date, Reinsurer agrees to be responsible for one hundred percent (100%) of the Reserves and liabilities applicable to the Reinsured Policies (other than the Company Retained Liabilities). The liability of Reinsurer under this Agreement with respect to any Reinsured Policy will begin simultaneously with that of the Company, but not prior to the Effective Date. Subject to any termination that might occur pursuant to Section 7.2 hereof, Reinsurer's liability with respect to any Reinsured Policy will terminate on the date the Company's liability on such Reinsured Policy is terminated in accordance with its terms. Termination of Reinsurer's liability herein is subject to the Company's actual receipt of payments which discharge such liability in full in accordance with the provisions of this Agreement. In no event shall the interpretation of this Section 2.1 imply a unilateral right of Reinsurer to terminate this Agreement.

(b) In no event shall such coinsurance be in force and binding unless the underlying policy as issued by the Company is in force and binding as of the Effective Date, or has lapsed but would be entitled to reinstatement by its terms, as of the Effective Date, and is reinstated thereafter in accordance with its terms.

(c) With respect to each of the Reinsured Policies, the amount of coinsurance hereunder shall be maintained in force without reduction so long as the Reinsured Policy remains in force without reduction. If there is a reduction with respect to a Reinsured Policy, Reinsurer's liability with respect thereto shall be equally reduced.

(d) On and after the Effective Date, Reinsurer shall have the responsibility of all payments for liabilities (other than Company Retained Liabilities) arising under the Reinsured Policies, including, but not limited to, liability for all claims incurred on and after the Effective Date.

(e) The Company shall use all commercially reasonable efforts to comply with directions from Reinsurer with respect to all matters affecting Reinsurer's reinsurance obligations hereunder, so long as such directions comply with all Applicable Laws and are not inconsistent with the provisions of this Agreement, the Administrative Services Agreement or the Transition Services Agreement.

(f) Notwithstanding anything to the contrary set forth herein, in accordance with the Company's obligations set forth in Section 5.9 of the Purchase Agreement, Reinsurer shall have no obligations to the Company with respect to any amounts owing to or otherwise not received by the Company under any Third Party Reinsurance Agreement as a result of, in connection with, or related to any breach by the Company, or any absence of due execution, of such Third Party Reinsurance Agreement.

Section 2.2 Parties to Coinsurance. This Article 2 provides for indemnity reinsurance solely between the Company and Reinsurer. The reinsurance under this Agreement shall not create any right or legal relation between Reinsurer and the Policyholder or insured under a Reinsured Policy.

Section 2.3 Servicing of Reinsured Policies. Reinsurer shall perform, at its sole expense, the Administrative Services from and after the relevant Service Effective Date. The Company shall perform the Transition Services prior to the relevant Service Effective Date.

Section 2.4 Maintenance of Reserves. Reinsurer shall maintain Reserves with respect to the Reinsured Policies consistent with the Applicable Laws of those jurisdictions having regulatory authority with respect thereto. All such Reserves will be accounted for by the Company as ceded reinsurance and by Reinsurer as coinsured reinsurance.

Section 2.5 Credit for Ceded Reinsurance and Trust Account.

(a) Reinsurer shall maintain all licenses or otherwise take any and all action that may be necessary for the Company to obtain full financial credit in all Policy States in which Reinsured Policies are outstanding at any time for the reinsurance provided by Reinsurer as described in Section 2.1.

(b) Simultaneously with the execution and delivery of this Agreement, Reinsurer, the Company and the Trustee have executed and delivered the Trust Agreement, pursuant to which Reinsurer has, on the date hereof, established a trust account for the sole benefit of the Company and certain of its affiliates named in such Trust Agreement.

Section 2.6 Underwriting and Other Practices of the Company. Except as required by Applicable Law or consented to by Reinsurer in its sole discretion, the Company shall conduct its business with respect to the Reinsured Policies in a manner that is consistent with the Company's prior practices with respect to the Reinsured Policies and in conformity with the practices of the long-term care insurance industry generally, including, without limitation, in respect of underwriting, reinstatements, increases in coverage and amendments of policy forms.

ARTICLE 3 TRANSITION PROVISIONS

Section 3.1 Privacy. Pursuant to the provisions of the Insurance Information and Privacy Protection Act or similar Applicable Laws as enacted in various states, Reinsurer recognizes that, in the performance of its obligations under this Agreement, it will obtain from the Company and other sources personal or privileged information about individuals collected or received in connection with insurance transactions. Reinsurer agrees to maintain the confidentiality of such information in accordance with all such Applicable Laws and not to redisclose such information further without the individual's written authorization, unless such disclosure is otherwise permitted by Applicable Law.

Section 3.2 Audit. Each party shall have the right to audit at its sole expense, at the office of the other during regular business hours and without undue disruption of the normal operations of the audited party, all records and procedures relating to Reinsured Policies hereunder.

Section 3.3 Continuing Cooperation. Subject to then-available staff and facilities and workloads associated with the Company's operations and to the obligations under the Transition Services Agreement, the Company shall use reasonable efforts to assist Reinsurer in resolving issues relating to the Reinsured Policies, and the Company shall provide Reinsurer with such information with respect to the Reinsured Policies as Reinsurer may reasonably request for purposes of preparing Reinsurer's income Tax returns.

Section 3.4 Forwarding of Claims and Inquiries. After the Effective Date, the Company shall promptly remit and shall refer to the Reinsurer all inquiries involving the Reinsured Policies, including, without limitation, inquiries regarding additional premiums, claims payment or policy provisions, limitations or exclusions. Claims that are part of the Reinsured Policies erroneously submitted to the Company will be forwarded promptly to the Reinsurer. After the Effective Date, the Company shall promptly (and in any event within 72 hours of any of the following complaints) notify the Reinsurer of any written or oral complaint to or from any Governmental Authority or any other Person, and any complaint threatening litigation in connection with any of the Reinsured Policies, and the Company shall provide to Reinsurer within such time period copies of any such written complaint.

Section 3.5 Oversights and Errors. It is agreed that in the event that any unintentional or accidental failure to comply with the terms of this Agreement can be shown to be the result of a misunderstanding, oversight or clerical error, both parties shall be restored to the position they would have occupied had the misunderstanding, oversight or error not occurred.

Section 3.6 Pending Litigation. Following the date of this Agreement, the Company shall retain responsibility for managing in its sole discretion (including, without

limitation, defending, compromising or settling) the litigation matters that are currently pending as identified or required to be identified on *Schedule 3.13* to the Purchase Agreement (the "Pending Litigation"). At the request of Reinsurer, the Company shall provide Reinsurer with reasonable updates regarding the progress and status of the Pending Litigation. As reasonably requested by the Company, after the date hereof Reinsurer shall make available to the Company, upon reasonable prior notice and at the office of Reinsurer during regular business hours and without disruption of the normal operations of Reinsurer, all books, records and personnel (whose responsibilities are primarily in the administration of the Reinsured Policies) of Reinsurer in connection with the Pending Litigation.

Section 3.7 Litigation after Effective Date

(a) The Company shall notify Reinsurer promptly of any action, suit or proceeding brought against it after the Effective Date with respect to any Reinsured Policy. Except for any Pending Litigation or other litigation for which the Company is solely responsible in accordance with the terms of this Agreement or the Purchase Agreement, Reinsurer shall have the sole right and obligation to undertake the management (including, without limitation, defending, compromising or settling) of any defense or appeal of any action, suit or proceeding that is based or alleged to be based on claims under a Reinsured Policy (not including Parent Extra Contractual Obligations). The Company shall cooperate fully with Reinsurer in the defense of such suits (including, without limitation, making available all books, records and other documents in the Company's control or possession relevant to the defense of any such suits and assisting in securing any necessary and relevant information or testimony that may be material to such suit). At the request of the Company, Reinsurer shall provide the Company with reasonable updates regarding the progress and status of such litigation. As reasonably requested by Reinsurer, after the date hereof the Company shall make available to Reinsurer, upon reasonable notice and at the office of the Company during regular business hours and without disruption of the normal operations of the Company, all books, records and personnel (whose responsibilities are in the administration of the Reinsured Policies) of the Company in connection with any such litigation.

(b) If, after the date hereof, Extra Contractual Obligations arise under any of the Reinsured Policies and such Extra Contractual Obligations are not Parent Extra-Contractual Obligations, the parties agree to pay any such Extra-Contractual Obligations according to the respective responsibility of the parties taking into consideration the decisions, actions, delays, or failures to act that resulted in such Extra-Contractual Obligations being awarded. Such allocation shall be determined by the parties subsequent to good faith negotiation. Said determination is solely for the purpose of the efficient administration of this Agreement and for determining who shall assume the costs in the instances covered by this subsection (b). If agreement on such allocation cannot be reached, the matter shall be addressed in accordance with the "Arbitration" Article of this Agreement.

(c) Reinsurer shall notify the Company promptly of any action, suit or proceeding brought against it after the Effective Date with respect to any Reinsured Policy. The Company shall have the sole right and obligation to undertake the management (including, without limitation, defending, compromising or settling) of any defense or appeal of any action, suit or proceeding alleging only Parent Extra Contractual Obligations. Reinsurer shall cooperate fully with the Company in the defense of such suits (including, without limitation, making available all books, records and other documents in Reinsurer's control or possession relevant to the defense of any such suits and assisting in securing any necessary and relevant information or testimony that may be material to such suit). At the request of Reinsurer, the Company shall provide Reinsurer with reasonable updates regarding the progress and status of such litigation. As reasonably requested by the Company, after the date hereof Reinsurer shall make available to the Company, upon reasonable notice and at the office of Reinsurer during regular business hours and without disruption of the normal operations of Reinsurer, all books, records and personnel (whose responsibilities are in the administration of the Reinsured Policies) of Reinsurer in connection with any such litigation.

(d) To the extent any action, suit or proceeding that is based or alleged to be based under a Reinsured Policy alleges Parent Extra Contractual Obligations as well as claims other than Parent Extra Contractual Obligations, the Reinsurer shall have all of the rights provided by subsection (a) with respect to the claims under the Reinsured Policies other than for Parent Extra Contractual Obligations and the Company shall have all of the rights provided by subsection (c) with respect to the claims for Parent Extra Contractual Obligations and each of Reinsurer and Company shall cooperate fully with the other in the defense of such action, suit or proceeding in a manner consistent with subsections (a) and (c) hereof.

ARTICLE 4 PAYMENTS

Section 4.1 Transfer of Reserve Assets. As initial consideration for Reinsurer's reinsurance of the Existing Policies, the Company is making on the date hereof a transfer of cash to Reinsurer in accordance with Sections 2.2 and 2.5 of the Purchase Agreement, and subsequent to the date hereof the parties shall make the settlements required by Section 2.6 of the Purchase Agreement.

Section 4.2 Premiums. As additional consideration for Reinsurer's reinsurance of the Reinsured Policies, Reinsurer hereby is entitled to receive one hundred percent (100%) of all premiums and other amounts with respect to the Reinsured Policies that are received by the Company from Policyholders on and after the Effective Date. All such premiums and other amounts under the Reinsured Policies received on and after the Effective Date shall be the sole property of Reinsurer. Reinsurer hereby is authorized to endorse for payment all checks, drafts and money orders payable to the Company as payment of premiums and other amounts with respect to the Reinsured Policies. The

Company hereby assigns to Reinsurer all its rights and privileges to draft or debit the accounts of any Policyholders for premiums and other amounts earned under the Reinsured Policies on or after the Effective Date, including existing pre-authorized bank draft or electronic fund transfer arrangements between the Company and such Policyholders. The Company will promptly (but in no event later than ten (10) Business Days following the Company's receipt thereof) endorse and remit, and hereby assigns to Reinsurer any premiums and other amounts under the Reinsured Policies received by the Company on or after the Effective Date.

Section 4.3 Ceding Commission. In consideration of the Company's transfer of the Existing Policies to Reinsurer as provided herein, Reinsurer is paying to the Company on this date the sum of one hundred thirty four million dollars and zero cents (\$134,000,000.00) (the "Ceding Commission") which is being credited against the Purchase Price required by Section 2.4 of the Purchase Agreement to be paid to the Company.

Section 4.4 Commissions. All Commissions with respect to the Reinsured Policies, whether payable before, on or after Effective Date, shall be the responsibility of Reinsurer. If the Company pays any such Commissions, it shall be reimbursed by Reinsurer, pursuant to Section 4.5 below. The Company's Commission schedule in effect on the date of this Agreement is attached hereto as *Schedule 4.4*.

Section 4.5 Reimbursements.

(a) Reinsurer shall reimburse the Company for all of the following that are paid by the Company, except to the extent such an item is a Company Retained Liability (it being understood that after the Service Effective Date, Reinsurer may pay some of these items directly instead of reimburse the Company):

(i) Any assessments (other than those described in Section 4.5(b)), fines, charges or other amounts levied by Governmental Authorities in connection with the Reinsured Policies and paid on account of premiums received or written (depending upon the applicable jurisdiction's method of making such assessments) on or after the Effective Date that are not Company Retained Liabilities (with such payments reasonably documented by the Company); provided, that the Company shall have promptly given notice to Reinsurer of such assessments (with a copy of any correspondence from state regulators in connection therewith) and afforded Reinsurer a reasonable opportunity to contest or otherwise reduce the amount of such assessments. If the Company receives a premium tax offset with respect to any such assessment referred in to this clause (a)(i), Reinsurer shall be credited with its portion of the actual premium tax reduction when and if realized by the Company. For the avoidance of doubt, the parties acknowledge that their intent is that Reinsurer only reimburse the Company for the portion of any such assessment related to the Reinsured Policies, and any such assessment against the Company

based on more than just the Company's long-term care insurance business shall be allocated so as to accomplish this intent.

(ii) All premium Taxes actually paid by the Company with respect to the Reinsured Policies on Net Premiums earned on or after the Effective Date (with such payments reasonably documented by the Company).

(iii) All claims and nonforfeiture benefits on the Reinsured Policies paid by the Company on or after the Effective Date.

(iv) All Commissions paid by the Company on or after the Effective Date.

(v) All Reinsurance Premiums Payable paid by the Company on or after the Effective Date.

(b) Reinsurer shall reimburse the Company for all Reimbursable Assessments; provided, that the Company shall have promptly given notice to Reinsurer of such Reimbursable Assessments (with a copy of any correspondence from state regulators in connection therewith) and afforded Reinsurer a reasonable opportunity to contest or otherwise reduce the amount of such Reimbursable Assessments. If the Company receives a premium tax offset with respect to any such Reimbursable Assessment referred in to this paragraph (b), Reinsurer shall be credited with its portion of the actual premium tax reduction when and if realized by the Company.

Section 4.6 Interim Monthly Reports. The Company shall provide Reinsurer with an interim monthly report as of the end of each calendar month, no later than thirty (30) calendar days after the end of such month; provided, however, that the first interim monthly report shall be provided to Reinsurer no later than thirty (30) calendar days after the end of the month in which the Closing Date falls, and the final interim monthly report shall be delivered no later than thirty (30) calendar days after the date on which the Company is no longer providing accounting services under the Transition Services Agreement. Such report shall set forth any matters as may be reasonably requested by Reinsurer pursuant to the Transition Services Agreement, taking into account the then respective accounting reports by the Company and by Reinsurer. The Company shall provide to Reinsurer such documentation supporting such monthly reports as may be reasonably requested by Reinsurer.

Section 4.7 Monthly Reports. For so long as this Agreement is in effect, Reinsurer shall provide the Company with a monthly report as of the end of each calendar month, no later than thirty (30) calendar days after the end of such month; provided, however, that the first monthly report shall be provided to the Company no later than the end of the month in which the Closing Date falls. Such report shall set forth the amount of any reimbursements due to the Company pursuant to Section 4.5, the amount of the Reserves as of the end of such month and any other such matters as may be reasonably

requested by the Company, taking into account the respective accounting reports by the Company pursuant to Section 4.6 and by Reinsurer hereunder. Reinsurer shall provide to the Company such documentation supporting such monthly reports as may be reasonably requested by the Company.

Section 4.8 Payments.

(a) In the event that a monthly report described in Section 4.6 above reflects a net amount owed by the Company to Reinsurer pursuant to the terms of this Agreement, such monthly report shall be accompanied by the Company's payment to Reinsurer of such net amount. In the event that a monthly report described in Section 4.6 above reflects a net amount owed by Reinsurer to the Company pursuant to the terms of this Agreement, Reinsurer shall remit such amount to the Company within ten (10) Business Days of Reinsurer's receipt of such monthly report.

(b) In the event that a monthly report described in Section 4.7 above reflects a net amount owed by Reinsurer to the Company pursuant to the terms of this Agreement, such monthly report shall be accompanied by Reinsurer's payment to the Company of such net amount. In the event that a monthly report described in Section 4.7 above reflects a net amount owed by the Company to Reinsurer pursuant to the terms of this Agreement, the Company shall remit such amount to Reinsurer within ten (10) Business Days of the Company's receipt of such monthly report.

(c) Any debts or credits between the Company and Reinsurer under this Agreement and the Purchase Agreement are deemed mutual debts and credits, as the case may be, and the Company and Reinsurer shall have, and may exercise at any time and from time to time, the right to net or offset any such debts or credits under this Agreement and the Purchase Agreement and only the balance shall be allowed or paid hereunder. This right of netting and offset shall not be affected or diminished because of insolvency of either party to this Agreement.

Section 4.9 Annual Reports. Each party shall provide to the other on a timely basis after the end of each calendar year such information as may be reasonably requested in order for the requesting party to prepare statutory filings, tax returns and other similar filings and reports.

Section 4.10 Wire Transfers. Any payment of cash required under this Agreement shall be paid to the recipient in immediately available funds, United States Dollars, by means of a wire transfer, if the recipient provides to the payer appropriate wire transfer instructions at least two (2) Business Days prior to the required date of payment; and otherwise by means of a certified check.

Section 4.11 DAC Tax Adjustment. To the extent that Section 848 of the Code and corresponding Regulation 1.848-2 are applicable to the Reinsured Policies, the Company and Reinsurer agree as follows:

(a) The party with the net positive consideration for this Agreement for each taxable year will capitalize specified policy acquisition expenses with respect to this Agreement without regard to the general deductions limitation of Code Section 848(c)(1).

(b) Both parties agree to exchange information pertaining to the amount of net consideration under this Agreement each year to ensure consistency or as otherwise required by the Internal Revenue Service.

(c) Reinsurer will submit a schedule to the Company by April 1 of each year providing Reinsurer's calculation of the net consideration for the preceding calendar year. This schedule will be accompanied by a statement signed by an officer of Reinsurer stating that Reinsurer will report such net consideration in its Tax return for the preceding calendar year.

(d) The Company may contest such calculation by providing an alternative calculation to Reinsurer in writing within thirty (30) days of the Company's receipt of Reinsurer's calculation. If the Company does not so notify Reinsurer, the Company will report the net consideration as determined by Reinsurer in the Company's Tax return for the previous calendar year.

(e) If the Company contests Reinsurer's calculation of the net consideration, the parties will act in good faith to reach an agreement as to the correct amount within thirty (30) days of the date the Company submits its alternative calculation. If the Company and Reinsurer reach agreement on an amount of net consideration, each party shall report such amount in their respective Tax returns for the previous calendar year, and if the parties are not able to resolve the dispute by negotiation, the dispute shall be resolved by the Independent Firm within thirty (30) days of the submission of the dispute to the Independent Firm by the Company or Reinsurer. The decision of the Independent Firm shall be final and binding, and the costs, expenses and fees of the Independent Firm shall be borne equally by the Company, on the one hand, and Reinsurer, on the other hand.

ARTICLE 5 INSOLVENCY

Section 5.1 Payments by Reinsurer. Reinsurer hereby agrees that all liabilities under the Reinsured Policies (other than Company Retained Liabilities) shall be payable by Reinsurer on the basis of the liability of the Company under the Reinsured Policies, without diminution because of the insolvency, liquidation or rehabilitation of the Company or the appointment of a conservator, receiver, liquidator or statutory successor of the Company, directly to the Company or to its conservator, receiver, liquidator or other statutory successor.

Section 5.2 Claims. It is agreed that any conservator, receiver, liquidator or statutory successor of the Company shall give prompt written notice to Reinsurer of the pendency or submission of a claim under any such Reinsured Policy. During the pendency of such claim, Reinsurer may investigate such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense available to the Company or its conservator, receiver, liquidator or statutory successor. The expense thus incurred by Reinsurer is chargeable against the Company as a part of the expense of insolvency, liquidation or rehabilitation to the extent of a proportionate share of the benefit which accrues to the Company solely as a result of the defense undertaken by Reinsurer.

ARTICLE 6 INDEMNIFICATION

Section 6.1 Reinsurer Indemnification. From and after the date of this Agreement, Reinsurer shall indemnify, defend and hold harmless the Company from and against all Losses asserted against, imposed upon or incurred by the Company resulting from, arising out of, based upon or otherwise in respect of any of the following: (a) any breach of any covenant or agreement made or to be performed by Reinsurer pursuant to this Agreement, (b) any directions of Reinsurer given pursuant to Section 2.1(d) hereof and followed by the Company, (c) the payment of or failure to pay any amounts due under any of the Reinsured Policies (other than Company Retained Liabilities), and (d) the reasonable out-of-pocket costs to the Company of enforcing this indemnity against Reinsurer.

Section 6.2 Company Indemnification. From and after the date of this Agreement, the Company shall indemnify, defend and hold harmless Reinsurer from and against all Losses asserted against, imposed upon or incurred by Reinsurer resulting from, arising out of, based upon or otherwise in respect of any of the following: (a) any breach of any covenant or agreement made or to be performed by the Company pursuant to this Agreement, (b) any Company Retained Liabilities, and (c) the reasonable out-of-pocket costs to Reinsurer of enforcing this indemnity against the Company.

Section 6.3 Indemnification Procedure. In the event either the Company or Reinsurer shall have a claim for indemnity against the other party under the terms of this Agreement, the parties shall follow the procedures set forth in Sections 8.4, 8.5, 8.8 and 8.9 of the Purchase Agreement as if fully set forth herein, with any final resolution of a dispute between Company and Reinsurer to be handled as provided in Article 8 of this Agreement. For the avoidance of doubt, the parties acknowledge that none of the limitations of Section 8.1 or 8.6 of the Purchase Agreement shall be applicable to the indemnity obligations of the parties under this Agreement.

ARTICLE 7 TERM AND TERMINATION

Section 7.1 Duration. This Agreement shall continue in force until such time that Reinsurer's liability with respect to all Reinsured Policies reinsured hereunder is terminated pursuant to Section 7.2.

Section 7.2 Termination. This Agreement (i) may be terminated at any time upon the mutual written consent of the parties hereto, which writing shall state the effective date of termination, and (ii) shall terminate automatically at such time as none of the Reinsured Polices remains in force.

Section 7.3 Survival of Articles 6 and 8. Notwithstanding the other provisions of this Article 7, the terms and conditions of Articles 6 and 8 shall remain in full force and effect for two (2) years following the termination of this Agreement.

ARTICLE 8 ARBITRATION

Section 8.1 Agreement to Arbitrate. Except to the extent injunctive relief is sought pursuant to Section 9.11, and unless the Company is at that time subject to an insurance regulatory authority delinquency proceeding under the Applicable Law of the state in which it is domiciled, any claim, controversy or dispute arising out of or relating to this Agreement, on which a mutually acceptable resolution cannot be reached, to the maximum extent allowed by Applicable Law and irrespective of the type of relief sought, shall be submitted to and resolved by arbitration, and such arbitration shall be the sole remedy for such matter. Such arbitration shall be heard and conducted in New York, New York and shall be conducted expeditiously and confidentially in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as such rules shall be in effect on the date of delivery of demand for arbitration, with the exception that the arbitrators may not award any punitive or exemplary damages or any damages other than compensatory, and except as such rules may be otherwise inconsistent with the express provisions of this Article 8.

Section 8.2 Insurance Customs and Practices. It is the intention of the Company and Reinsurer that the customs and practices of the long-term care insurance and reinsurance business shall be given full effect in the operation and interpretation of this Agreement. The parties agree to act in all things with the highest good faith. In any arbitration hereunder, the arbitrators shall reach their decision from the standpoint of equity and the customs and practices of the long-term care insurance and reinsurance business (to the extent consistent with the terms of this Agreement). All arbitrators selected pursuant to Section 8.3 must be individuals with appropriate experience and knowledge of the insurance industry and shall not be current, former or retired officers, directors or employees of either party.

Section 8.3 Initiating Arbitration. To initiate arbitration, a party shall notify the other party in writing of its desire to arbitrate, stating the nature of its dispute and the remedy sought. The receiving party shall acknowledge receipt of the notice in writing within five (5) days, and thereafter the parties shall attempt in good faith to resolve the dispute within thirty (30) days. If the dispute is not resolved within such 30-day period, any party may file a written demand for arbitration by filing a written notice with the AAA and with the other party, complying with the AAA's prescribed procedures for such notices. Within fifteen (15) days of delivery of such demand for arbitration, each party shall appoint one arbitrator, and the arbitrators so selected shall, within fifteen (15) days of their appointment, appoint an additional arbitrator; provided, however, that if any party fails to select its arbitrator within such 15-day period, the arbitrator selected by the other party shall be the sole arbitrator. In the event that the arbitrators selected by the parties are unable to agree upon the selection of the additional arbitrator after reasonable efforts within such 15-day period, the additional arbitrator will be appointed by the AAA, New York, New York, in its sole discretion and subject to the qualifications set forth in Section 8.2 hereof, and none of the parties to the arbitration shall have the right to dispute, contest or otherwise challenge the appointment of any arbitrator unless such arbitrator fails to meet the qualifications set forth in Section 8.2 hereof. Once selected, the arbitration panel shall meet as expeditiously as possible, select a chairman, schedule the arbitration hearing, and notify the parties in writing of the date, time and place of the hearing.

Section 8.4 Access to Books and Records. In connection with any arbitration hereunder, and for so long as such arbitration process is pending, each of the Company and Reinsurer shall have the right to inspect and copy any and all books and records of the other party within five (5) Business Days after either party delivers to the other a written request therefor.

Section 8.5 Effect. All conclusions of law reached by the arbitrators shall be made in accordance with the choice of law provision of this Agreement. Any award rendered by the arbitrators shall be accompanied by a reasoned written opinion setting forth the findings of fact and conclusions of law relied upon in reaching their decision, and any such award shall be final, binding and non-appealable to the arbitrators or in a court of law, except to the extent provided under Sections 10 and 11 of the Federal Arbitration Act. In no event shall any award include punitive damages. The award rendered by the arbitrators and judgment upon such award may be entered by any court having jurisdiction thereof. The parties agree that the existence, conduct and content of any such arbitration shall be kept confidential and no party shall disclose to any Person any information about such arbitration, except as may be required by Applicable Law or for financial reporting purposes in each party's financial statements.

Section 8.6 Costs. The arbitrators shall be entitled to award either party the fees of its own arbitrator, attorneys, expenses of witnesses and all other expenses in connection with the presentation of such party's case, in accordance with the arbitrators' determination as to the relative merits of the parties' proposals in respect of the disputed

items. The remaining costs of the arbitration, including, without limitation, fees of the additional arbitrator, costs of records or transcripts and administrative fees, shall be borne as may be awarded by the arbitrators.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Cooperation. Each party hereto shall cooperate with the other party and, individually or collectively, shall take such further action and execute such further documents as may be reasonably necessary to effectuate the purposes of this Agreement.

Section 9.2 Entire Agreement; No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement (including the agreements, documents and instruments referred to herein) constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior arrangements or understandings with respect thereto, written or oral. Nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

Section 9.3 Amendments. To the extent permitted by Applicable Law, this Agreement may be amended by a subsequent writing signed by each of the parties.

Section 9.4 Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Agreement. No waiver of any condition or of the breach of any term contained in this Agreement in one or more instances shall be deemed to be or construed as a further or continuing waiver of such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement.

Section 9.5 Binding Effect; Assignment. Except as expressly contemplated hereby, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other party, except that, without having to obtain such consent, either party may assign this Agreement to a Person who acquires all or substantially all of the equity or assets of such party; provided, further, that Reinsurer shall have the right to assign any or all of its rights or obligations under this Agreement to any Affiliate of Reinsurer that is a life insurance company with a rating from A.M. Best that is no lower than Reinsurer's A.M. Best rating. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.6 Notices. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by certified mail, postage pre-paid, or by courier or overnight carrier, to the Persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered:

the Company:

Fortis Insurance Company
501 West Michigan Street
Milwaukee, WI 53203
Attention: General Counsel
Fax: 414-299-6502
Phone: 414-299-8053

with a copy to Fortis, Inc.:

Fortis, Inc.
One Chase Manhattan Plaza
41st Floor
New York, New York 10005
Attention: Jerome A. Atkinson
Fax: 212-859-7034
Phone: 212-859-7285

and a copy to counsel (which shall not constitute notice):

Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
Attention: Susan J. Wilson
Fax: 404-881-4777
Phone: 404-881-7974

Reinsurer:

John Hancock Life Insurance Company
200 Clarendon Street
Boston, MA 02117
Attention: Loida Abraham, General Director
Retail Long Term Care Prod. Dev. & Sys., C-8
Fax: 617-572-0909
Phone: 617-572-5079

with a copy to counsel (which shall not constitute notice):

Clifford Chance Rogers & Wells LLP
200 Park Avenue
New York, NY 10166
Attention: Paul C. Meyer, Esq.
Fax: 212-878-8375
Phone: 212-878-8176

Section 9.7 Governing Law. Notwithstanding the place where this Agreement may be executed by any of the parties, the parties expressly agree that this Agreement shall in all respects be governed by, and construed in accordance with, the Applicable Laws of the state in which the Company is domiciled, without regard for its conflict of laws doctrine.

Section 9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by fewer than all, but together signed by all, of the parties hereto.

Section 9.9 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 9.10 Interpretations. No uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of all parties hereto.

Section 9.11 Enforcement of Agreement. Notwithstanding Article 8 hereof, either party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity and being limited to such enforcement as may be appropriate to preserve the parties' positions until arbitration can be completed as provided in Article 8 hereof or to enforce an award pursuant to such arbitration.

Section 9.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf on the day and year first above written.

FORTIS INSURANCE COMPANY

By: [Signature]

Name: [Signature]

Title: Director

**JOHN HANCOCK LIFE
INSURANCE COMPANY**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf on the day and year first above written.

FORTIS INSURANCE COMPANY

By: _____

Name: _____

Title: _____

**JOHN HANCOCK LIFE
INSURANCE COMPANY**

By: John T. Farady

Name: John T. Farady

Title: Senior Vice President

SCHEDULE 1.1

Existing Policies

Please see CD-ROM provided to Reinsurer by the Selling Parties for the Business and generated as of February 25, 2000.

SCHEDULE 1.2

Policy States

All states except New York, Alaska, and Hawaii.

SCHEDULE 4.4
Current Commission Schedule

FORTIS LONG TERM CARE

AGENT COMPENSATION

STANDARD*

Current Age	Year 1	Year 2-10	Year 11+
18-74	50%	6%	2%
75-79	42%	6%	2%
80-84	34%	6%	2%

INDIANA

Current Age	Year 1	Year 2-10	Year 11+
18-74	28%	14%	0%
75-79	22%	11%	0%
80-84	16%	8%	0%

DELAWARE

Current Age	Year 1	Year 2-10	Year 11+
18-74	N/A		
75-79			
80-84			

NEW YORK

Current Age	Year 1	Year 2-10	Year 11+
18-74	44%	7%	4%
75-79	36%	5%	2%
80-84	28%	3%	1%

MICHIGAN

Current Age	Year 1	Year 2-10	Year 11+
18-64	50%	6%	2%
Current Age	Year 1-3	Year 4-10	Year 11+
65-79	28%	2%	1%
80-84	22%	1%	0%

PENNSYLVANIA

Current Age	Year 1	Year 2-10	Year 11+
18-74	45%	7%	3%
75-79	37%	7%	3%
80-84	29%	7%	3%

WISCONSIN

Current Age	Year 1	Year 2-10	Year 11+
18-74	40%	10%	2%
75-79	32%	8%	2%
80-84	24%	6%	2%

N/A = Not Available

*Applies to Colorado series 6048 and 6049. Applies to D.C. and New Jersey series 6022 and 6023.

All above referenced commission, first year and renewal years, will be reduced by four percent (4%) if a five percent (5%) group discount has been applied to the premiums on which such commission is earned, unless otherwise indicated.



FORTIS LONG TERM CARE

AGENT COMPENSATION

STANDARD*

Current Age	Year 1	Year 2-10	Year 11+
18-74	54%	7%	3%
75-79	46%	7%	3%
80-84	38%	7%	3%

INDIANA

Current Age	Year 1	Year 2-10	Year 11+
18-74	30%	15%	0%
75-79	24%	12%	0%
80-84	18%	9%	0%

DELAWARE

Current Age	Year 1	Year 2-10	Year 11+
18-74	17%	17%	0%
75-79	15%	15%	0%
80-84	13%	13%	0%

NEW YORK

Current Age	Year 1	Year 2-10	Year 11+
18-74	48%	7%	4%
75-79	40%	5%	2%
80-84	32%	3%	1%

MICHIGAN

Current Age	Year 1	Year 2-10	Year 11+
18-64	54%	7%	3%
Current Age	Year 1-3	Year 4-10	Year 11+
65-79	30%	3%	1%
80-84	24%	2%	0%

PENNSYLVANIA

Current Age	Year 1	Year 2-10	Year 11+
18-74	50%	8%	4%
75-79	42%	8%	4%
80-84	34%	8%	4%

WISCONSIN

Current Age	Year 1	Year 2-10	Year 11+
18-74	44%	11%	3%
75-79	36%	9%	3%
80-84	28%	7%	3%

*Applies to Colorado series 6048 and 6049. Applies to D.C. and New Jersey series 6022 and 6023. All above referenced commission, first year and renewal years, will be reduced by four percent (4%) if a five percent (5%) group discount has been applied to the premiums on which such commission is earned, unless otherwise indicated.

FORTIS LONG TERM CARE

AGENT COMPENSATION

STANDARD*

Current Age	Year 1	Year 2-10	Year 11+
18-74	58%	8%	4%
75-79	50%	8%	4%
80-84	42%	8%	4%

INDIANA

Current Age	Year 1	Year 2-10	Year 11+
18-74	32%	16%	0%
75-79	26%	13%	0%
80-84	20%	10%	0%

DELAWARE

Current Age	Year 1	Year 2-10	Year 11+
18-74	19%	19%	0%
75-79	17%	17%	0%
80-84	15%	15%	0%

NEW YORK

Current Age	Year 1	Year 2-10	Year 11+
18-74	52%	8%	5%
75-79	44%	6%	3%
80-84	36%	4%	1%

MICHIGAN

Current Age	Year 1	Year 2-10	Year 11+
18-64	58%	8%	4%
Current Age	Year 1-3	Year 4-10	Year 11+
65-79	34%	4%	2%
80-84	28%	3%	1%

PENNSYLVANIA

Current Age	Year 1	Year 2-10	Year 11+
18-74	N/A		
75-79			
80-84			

WISCONSIN

Current Age	Year 1	Year 2-10	Year 11+
18-74	48%	12%	4%
75-79	40%	10%	4%
80-84	32%	8%	4%

N/A = Not Available

*Applies to Colorado series 6048 and 6049. Applies to D.C. and New Jersey series 6022 and 6023.

All above referenced commission, first year and renewal years, will be reduced by four percent (4%) if a five percent (5%) group discount has been applied to the premiums on which such commission is earned, unless otherwise indicated.



FORTIS LONG TERM CARE

AGENT COMPENSATION

STANDARD*

Current Age	Year 1	Year 2-10	Year 11+
18-74	60%	9%	5%
75-79	52%	9%	5%
80-84	44%	9%	5%

INDIANA

Current Age	Year 1	Year 2-10	Year 11+
18-74	34%	17%	0%
75-79	28%	14%	0%
80-84	22%	11%	0%

DELAWARE

Current Age	Year 1	Year 2-10	Year 11+
18-74	20%	20%	0%
75-79	18%	18%	0%
80-84	16%	16%	0%

NEW YORK

Current Age	Year 1	Year 2-10	Year 11+
18-74	56%	9%	6%
75-79	48%	7%	4%
80-84	40%	5%	2%

MICHIGAN

Current Age	Year 1	Year 2-10	Year 11+
18-64	60%	9%	5%
Current Age	Year 1-3	Year 4-10	Year 11+
65-79	36%	4%	2%
80-84	30%	3%	1%

PENNSYLVANIA

Current Age	Year 1	Year 2-10	Year 11+
18-74	N/A		
75-79			
80-84			

WISCONSIN

Current Age	Year 1	Year 2-10	Year 11+
18-74	50%	12.5%	4%
75-79	42%	10.5%	4%
80-84	34%	8.5%	4%

N/A = Not Available

*Applies to Colorado series 6048 and 6049. Applies to D. C. and New Jersey series 6022 and 6023.

All above referenced commission, first year and renewal years, will be reduced by four percent (4%) if a five percent (5%) group discount has been applied to the premiums on which such commission is earned, unless otherwise indicated.



FORTIS LONG TERM CARE

GENERAL AGENT COMMISSION SCHEDULE

PRODUCTION REQUIREMENTS

General Agent: \$50,000.00 Annualized Issued Premium

STANDARD*

Current Age	Year 1	Year 2-10	Year 11+
18-74	62%	10%	6%
75-79	54%	10%	6%
80-84	46%	10%	6%

INDIANA

Current Age	Year 1	Year 2-10	Year 11+
18-74	36%	18%	0%
75-79	30%	15%	0%
80-84	24%	12%	0%

DELAWARE

Current Age	Year 1	Year 2-10	Year 11+
18-74	21%	21%	0%
75-79	19%	19%	0%
80-84	17%	17%	0%

WISCONSIN

Current Age	Year 1	Year 2-10	Year 11+
18-74	52%	13%	5%
75-79	44%	11%	5%
80-84	36%	9%	5%

MICHIGAN

Current Age	Year 1	Year 2-10	Year 11+
18-64	62%	10%	6%
Current Age	Year 1-3	Year 4-10	Year 11+
65-79	38%	6%	3%
80-84	32%	4%	1.5%

*Applies to Colorado series 6048 and 6049. Applies to D. C. and New Jersey series 6022 and 6023. All above referenced commission, first year and renewal years, will be reduced by four percent (4%) if a five percent (5%) group discount has been applied to the premiums on which such commission is earned, unless otherwise indicated.



FORTIS LONG TERM CARE

GENERAL AGENT COMMISSION SCHEDULE

PRODUCTION REQUIREMENTS

General Agent: \$100,000.00 Annualized Issued Premium

STANDARD*

INDIANA

Current Age	Year 1	Year 2-10	Year 11+
18-74	66%	12%	8%
75-79	58%	12%	8%
80-84	50%	12%	8%

Current Age	Year 1	Year 2-10	Year 11+
18-74	40%	20%	0%
75-79	34%	17%	0%
80-84	28%	14%	0%

DELAWARE

WISCONSIN

Current Age	Year 1	Year 2-10	Year 11+
18-74	23%	23%	0%
75-79	21%	21%	0%
80-84	19%	19%	0%

Current Age	Year 1	Year 2-10	Year 11+
18-74	56%	14%	6%
75-79	48%	12%	6%
80-84	40%	10%	6%

MICHIGAN

Current Age	Year 1	Year 2-10	Year 11+
18-64	66%	12%	8%
Current Age	Year 1-3	Year 4-10	Year 11+
65-79	44%	6%	3%
80-84	38%	5%	2%

*Applies to Colorado series 6048 and 6049. Applies to D. C. and New Jersey series 6022 and 6023. All above referenced commission, first year and renewal years, will be reduced by four percent (4%) if a five percent (5%) group discount has been applied to the premiums on which such commission is earned, unless otherwise indicated.





Managing General Agency Commission Schedule

STANDARD				DELAWARE			
Age	1st Year	2 - 10	11+	Age	1st Year	2 - 10	11+
18 - 74	70	14	10	18 - 74	26	26	0
75 - 79	62	14	10	75 - 79	24	24	0
80 - 84	54	14	10	80 - 84	22	24	0
INDIANA				MICHIGAN			
Age	1st Year	2 - 10	11+	Age	1st Year	2 - 10	11+
18 - 74	46	23	0	18 - 64	70	14	10
75 - 79	40	20	0		1 - 3	4 - 10	11+
80 - 84	34	17	0	65 - 79	48	7	4
				80 - 84	42	6	3
				WISCONSIN			
Age	1st Year	2 - 10	11+				
18 - 74	64	16	8				
75 - 79	56	14	8				
80 - 84	48	12	8				

I agree to the following minimum annualized issued premium production requirement:

PRODUCTION REQUIREMENT:

MGA Name MGA Signature Date

Joseph P. Catalano
Sr. Vice President-Distribution
Fortis Long Term Care

Date

EXHIBIT B**Assumption Certificate****JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

200 Berkeley Street
Boston, MA 02116

Policyholder:

Policy Number:

Policy Type:

Effective Date of Assumption: [date]

Policy Issue State: [state]

CERTIFICATE OF ASSUMPTION

This will certify that John Hancock Life Insurance Company (U.S.A.) does hereby assume all rights, liabilities and obligations under the Policy of insurance to which this Certificate of Assumption is attached, such Policy heretofore issued by Time Insurance Company. This assumption is effectuated by a court order issued by the Dane County Circuit Court in the State of Wisconsin, which was issued pursuant to the Order for Rehabilitation entered against Time Insurance Company on July 29, 2020.

This means that John Hancock Life Insurance Company (U.S.A.) is substituted for Time Insurance Company in all matters and documents relating to claims incurred on and after the Effective Date of Assumption, including the rights, liabilities and obligations originally held by Time Insurance Company under the Policy. John Hancock Life Insurance Company (U.S.A.) will pay all Policy benefits for claims incurred in strict accordance with the terms of the Policy.

Your rights, liabilities and obligations remain in full force and effect. Your rights and obligations run to, and are enforceable against John Hancock Life Insurance Company (U.S.A.), and not Time Insurance Company, with respect to claims incurred on and after the Effective Date of Assumption, in strict accordance with the terms of the Policy.

All premiums due for such assumed rights, liabilities and obligations after the Effective Date of Assumption are to be paid to John Hancock Life Insurance Company (U.S.A.) in accordance with the current method for such payment.

This Certificate of Assumption forms a part of Your Policy. Please keep it with the Policy documents.

IN WITNESS WHEREOF, this instrument has been signed on behalf of John Hancock Life Insurance Company (U.S.A.).

A handwritten signature in black ink, appearing to read "AMTeta", is centered on the page. The signature is written in a cursive, somewhat stylized font.

Anthony M. Teta

Head US Legacy & Inforce Management

EXHIBIT C

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into as of May [●], 2022 (the “Effective Date”), by and between John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, with offices located at 200 Berkeley Street, Boston, Massachusetts 02116 (the “Covered Entity”), its parent company, affiliates, related entities, and subsidiaries, and Time Insurance Company (the “Business Associate”). Covered Entity and Business Associate are at times referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, Covered Entity and Business Associate have an existing relationship under which Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information (defined below), in conjunction with the performance of a function or activity that is being provided by Business Associate to Covered Entity, which is confidential and must be afforded special treatment and protection under the Privacy Rule (defined below) and the Security Rule (defined below), including the amendments to such rules contained in the HITECH Act (defined below).

WHEREAS, Business Associate will create, store, access, receive, maintain, and/or transmit certain Protected Health Information, on behalf of Covered Entity, that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Agreement have the same meaning as those ascribed to the terms in the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”)), and the regulations promulgated thereunder as set forth in the Code of Federal Regulations (“C.F.R.”) at Title 45, Part 160, Part 162 and Part 164, and other applicable laws (collectively, “HIPAA”). In addition, the following terms shall have the following meanings:

1.1 “Breach” means the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of the Protected Health Information, as described in 45 C.F.R. 164.402.

1.2 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity identified as “Business Associate” above and its affiliates.

1.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” as 45 CFR 160.103, and in reference to the party to this agreement shall mean John Hancock Life Insurance Company (U.S.A.).

1.4 “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.5 “Electronic Protected Health Information” shall mean individually identifiable health information that is transmitted or maintained by electronic media as described in HIPAA.

1.6 “HHS” shall mean the U.S. Department of Health and Human Services.

1.7 “Individual” shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term “individual” is defined in HIPAA, and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).

1.8 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164.

1.9 “Protected Health Information” shall have the same meaning as the term “protected health information” as described in HIPAA, limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.

1.10 “Required By Law” shall have the same meaning as the term “required by law” in HIPAA.

1.11 “Secretary” shall mean the Secretary of HHS or his or her designee.

1.12 “Security Incident” shall have the same meaning as the term “Security incident” as defined in 45 C.F.R. 164.304.

1.13 “Security Rule” shall mean the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160, 162 and 164.

1.14 “Unsecured Protected Health Information” has the same meaning as the term “Unsecured protected health information” as defined in Section 13402 of the HITECH Act and 45 C.F.R. 164.402.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity (the “Services”), if such use or disclosure by Business Associate complies with the Privacy Rule’s minimum necessary policies and procedures required of Covered Entity (and/or Business Associate), and if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity (and/or Business Associate).

2.2 Limits On Uses And Disclosures. Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information that it creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity for any purpose other than as expressly permitted or required (i) to perform the Services, (ii) by this Agreement or (iii) as Required by Law.

2.3 Disclosure For Management, Administration and Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:

- i. The disclosure is Required by Law; or
- ii. Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will remain confidential and be used or further disclosed only as Required by Law or for the specific purpose for which it was disclosed to the person, and (ii) they will notify Business Associate within thirty (30) days of the date of any Breach with respect to Unsecured Protected Health Information (or any other Security Incident or Breach with respect to Protected Health Information) received from Business Associate.

2.4 Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide "Data Aggregation Services" (as defined by 45 C.F.R. 164.501) relating to the operations of the Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

3. Prohibited Uses and Disclosures. Business Associate shall not:

3.1 Make or cause to be made any marketing communication about a product or service that is prohibited by Section 13406(a) of the HITECH Act;

3.2 Make or cause to be made any written fundraising communication that is prohibited by Section 13406(b) of the HITECH Act;

3.3 Disclose Protected Health Information to a health plan for payment or health care operations (as defined under the Privacy Rule) purposes if Covered Entity has advised Business Associate (or the Individual has notified Business Associate directly) that the Individual, or someone other than the health plan on behalf of the Individual, has (i) requested this special restriction, and (ii) paid out-of-pocket in full for the health care item or service to which the Protected Health Information solely relates, in accordance with Section 13405(a) of the HITECH Act; or

3.4 Directly or indirectly receive remuneration in exchange for Protected Health Information created, stored, accessed, received, maintained, or transmitted in connection with Business Associate's relationship with Covered Entity in accordance with Section 13405(d) of the HITECH Act, except as otherwise permitted by the HITECH Act;

provided, however, that this prohibition shall not affect payment by Covered Entity to Business Associate.

4. Business Associate Obligations.

4.1 Appropriate Safeguards. Business Associate will establish and maintain reasonable and appropriate administrative, physical and technical safeguards to:

- i. Prevent the use or disclosure of the Protected Health Information, other than as such use or disclosure is permitted by this Agreement or to perform the Services; and
- ii. Protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity.

4.2 Security Rule. Business Associate shall comply with the applicable policies and procedures and documentation requirements of the Security Rule set forth in 45 C.F.R. 164.308, 45 C.F.R 164.310, 45 C.F.R 164.312 and 45 C.F.R 164.316 as required by Section 13401(a) of the HITECH Act.

4.3 Reports of Improper Use, Disclosure or Security Incidents. Business Associate hereby agrees that it shall report to Covered Entity, in a reasonable time and manner, any:

- i. Use or disclosure of Protected Health Information not provided for or allowed by this Agreement; and
- ii. Security Incidents that Business Associate becomes aware of that involve the Electronic Protected Health Information covered under this Agreement. Notwithstanding the foregoing, this Section 4.3(ii) shall not apply to unsuccessful Security Incidents.

4.4 Subcontractors and Agents. Business Associate will:

- i. Ensure that any agents and subcontractors to whom Business Associate provides Protected Health Information that Business Associate has created, stored, accessed, received, maintained, or transmitted on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate in this Agreement; and
- ii. Notify Covered Entity in writing of any such agents and subcontractors to whom Business Associate discloses or otherwise provides such Protected Health Information.

4.5 Right of Access to Protected Health Information. Except as otherwise limited in this Agreement, Business Associate hereby agrees to provide, in a reasonable time and manner, access to Protected Health Information in a Designated Record Set (if applicable

and as defined in HIPAA) to Covered Entity or, as directed by Covered Entity, to an Individual or Individual's designee in order to meet the requirements under 45 C.F.R. 164.524, at the written request of Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill Covered Entity's obligations under the HITECH Act.

4.6 Amendments to Protected Health Information. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set, if applicable, that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, and in a reasonable time and manner. If any Individual requests an amendment of Protected Health Information directly from Business Associate (or Business Associate's subcontractors or agents), Business Associate will notify Covered Entity immediately following the request. Any approval or denial of amendment of Protected Health Information maintained by Business Associate (or Business Associate's subcontractors or agents) shall be the responsibility of Covered Entity.

4.7 Access to Books and Records. Except as otherwise limited in this Agreement, Business

Associate agrees to make its internal policies, procedures, practices, books and records relating to the use, disclosure and safeguarding of Protected Health Information created, stored, accessed, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or Covered Entity, in a reasonable time and manner, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

4.8 Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

4.9 Provide Accounting of Disclosures. Except as otherwise limited in this Agreement,

Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Section 4.8 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528 and, if applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to Business Associate (or Business Associate's subcontractors or agents), Business Associate shall forward a copy of the request to Covered Entity immediately. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

4.10 Mitigation Procedures. Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

4.11 Notification of Breach. Except as otherwise provided under the HITECH Act, Business Associate agrees to notify Covered Entity immediately following the date of discovery of a Breach of Unsecured Protected Health Information as follows:

i. A Breach shall be deemed discovered by Business Associate when Business Associate actually knows of the Breach or, by exercising reasonable diligence, would have known of the Breach; and

ii. The notification required by this Section 4.11 shall be made in accordance with Section 14 and shall include, to the extent possible, (i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach, (ii) a brief description of what happened, including the date of the Breach and the date of the Business Associate's discovery of the Breach, if known, (iii) a description of the types of Unsecured Protected Health Information involved in the Breach, (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach, (v) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches, and (vi) contact procedures for affected Individuals, which shall include a toll-free telephone number, an e-mail address, web site, or postal address

5. Covered Entity Obligations.

5.1 Provide Notice. Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice, in a reasonable time and manner, when such copy of the notice or amended notice is required for compliance with the Privacy Rule.

5.2 Obtain Authorization. Covered Entity shall obtain any consent or authorization from Individuals that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the Protected Health Information.

5.3 Provide Changes of Authorization or Permission. Covered Entity shall provide, in writing and in a reasonable time and manner, Business Associate with any changes in, or revocation of, authorization or permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

5.4 Provide Restrictions. Covered Entity shall notify Business Associate, in writing and in a reasonable time and manner, of any restrictions to the use or disclosure of

Protected Health Information changing Business Associate's obligations that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

5.5 Permissible Requests by Covered Entity. Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule or this Agreement if done by Covered Entity.

6. Term. The term of this Agreement shall commence as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in compliance with Section 9 of this Agreement.

7. Termination for Cause.

7.1 By Covered Entity. In accordance with Section 13404 of the HITECH Act, if Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation within 30 business days from the date Business Associate receives the written notice from Covered Entity. If Business Associate does not cure the breach or end the violation within the stated cure period, Covered Entity may immediately terminate this Agreement and the underlying services agreement. In addition, Covered Entity may terminate this Agreement immediately without opportunity for cure if Covered Entity and Business Associate agree that cure is not reasonably possible or if Covered Entity deems such immediate termination to be appropriate under the circumstances.

7.2 By Business Associate. In accordance with Section 13404 of the HITECH Act, if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation within 30 business days from the date Covered Entity receives the written notice from Business Associate. If Covered Entity does not cure the breach or end the violation within the stated cure period, Business Associate may immediately terminate this Agreement and the underlying services agreement. In addition, Business Associate may terminate this Agreement immediately without opportunity for cure if Business Associate and Covered Entity agree that cure is not reasonably possible or if Business Associate deems such immediate termination to be appropriate under the circumstances.

8. **Special Termination.** In the event that any federal, state or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible or illegal, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement and, in such event, Business Associate shall discontinue services for Covered Entity.

9. **Effect of Termination.**

9.1 **Return of Protected Health Information.** Except as otherwise limited in this Agreement, and except as provided in Section 9.2 of this Agreement, upon termination of this Agreement for any reason, Business Associate hereby agrees to return all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity or destroy such Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information, except as permitted by Section 9.2 of this Agreement.

9.2 **Retention of Protected Health Information.** Except as otherwise limited in this Agreement, in the event that Business Associate determines that returning or destroying the Protected Health Information in accordance with Section 9.1 of this Agreement is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of the Protected Health Information not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains such Protected Health Information.

10. Indemnification. Except as otherwise limited in this Agreement, the parties agree that they shall mutually indemnify and hold harmless each other against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred in defending or compromising actions brought against them arising out of or related to their or their employees' acts or omissions in connection with their negligent or fraudulent performance of their applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to indemnifying party.

11. Survival of Obligations. Except as otherwise limited in this Agreement, termination of this Agreement shall not relieve either Party from fulfilling any obligation under this Agreement, including but not limited to, Sections 9 and 10 hereof, or any other agreement between the Parties that, at the time of termination, has already accrued to the other Party or which thereafter may accrue with respect to any act or omission that occurred prior to such termination.

12. Governing Law; Venue. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Wisconsin, without reference to the conflict of laws principles of any jurisdiction.

13. Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

14. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered in person, by an overnight express delivery service (e.g., Federal Express) or by registered or certified mail (postage prepaid, return receipt requested) to the other party at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to Covered Entity:

John Hancock Life Insurance Company (U.S.A.)
200 Berkeley Street
Boston, Massachusetts 02116
Attn: [●]

If to Business Associate:

Time Insurance Company
[●]
[●]
Atten: [●]

Any notice or other communication pursuant to this Agreement shall be deemed to have been duly given or made and to have become effective upon the earliest of (a) when delivered in hand to the party to which directed, (b) if sent by first-class mail postage prepaid and properly addressed as set forth above, at the time when received by the addressee, and receipt has been

confirmed, (c) if sent by overnight express delivery service, the next succeeding day after being sent, provided that receipt has been acknowledged by such service, or (d) with respect to delivery by certified mail, return receipt requested, when delivery thereof, properly addressed as set forth above, is made by the U.S. Postal Service.

15. Cooperation. Both Business Associate and Covered Entity acknowledge that mutual cooperation and assistance is essential to each Party's performance under this Agreement; therefore, it will be the duty of both Parties to make all good faith efforts to fully cooperate in the execution of this Agreement.

16. Headings. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of any sections of this Agreement.

17. Force Majeure. Neither Party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance that results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either Party, and such nonperformance shall not be grounds for termination.

18. Attorney's Fees. Except as otherwise limited in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each Party shall bear their own legal expenses and the other costs incurred in that action or proceeding.

19. Regulatory References. A reference in this Agreement to a section in the Privacy Rule and/or the Security Rule means the section as in effect or as amended, and for which compliance is required.

20. Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which alone and all of which together shall constitute one and the same instrument. The signature of a Party set forth on a counterpart hereof and transmitted by facsimile or other electronic transmission (including by email in portable document format (pdf) to the other parties shall be of the same force and effect as if the executing Party had delivered a counterpart bearing an original signature.

22. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this

Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

23. Waivers. The failure of a Party at any time or times to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance.

24. Relationship. Business Associate is acting as an independent contractor of Covered Entity with respect to this Agreement. Nothing in this Agreement shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the Parties.

25. Amendment. Except as otherwise limited in this Agreement, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA and the HITECH Act. No changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment by the Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). No discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such discharge is sought to be enforced.

26. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives, effective as of the Effective Date.

<p>COVERED ENTITY:</p> <p>JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)</p> <p>By: <u>AMTeta</u></p> <p>Print Name: <u>Anthony M. Teta</u></p> <p>Title: <u>Head US Legacy & Inforce Management</u></p>	<p>BUSINESS ASSOCIATE:</p> <p>TIME INSURANCE COMPANY</p> <p>By: <u>Mark H Fernal</u></p> <p>Print Name: <u>MARK H FERNAL</u></p> <p>Title: <u>SPECIAL DEPUTY COMMISSIONER</u></p>
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EXHIBIT D**Grantor Withdrawal Notice and Beneficiary Instructions**

GRANTOR WITHDRAWAL NOTICE

Date: May [●], 2022

To: Time Insurance Company (the “Beneficiary”)

Re: Trust Agreement, dated as of November 1, 2018, among:

Grantor: JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan stock life insurance company, which is the successor in interest to John Hancock Life Insurance Company.

Beneficiary: TIME INSURANCE COMPANY, a Wisconsin stock life insurance company, formerly known as Fortis Insurance Company

Trustee: THE BANK OF NEW YORK MELLON

Dear Sir or Madam:

We hereby request pursuant to Section 4 of the Trust Agreement that the Grantor be permitted to withdraw the sum of \$[●] from the Trust, which comprises all of the Assets in the Trust. The undersigned hereby certifies that the amount of Reserves is equal to [●] and that the requested withdrawal amount does not exceed the difference in Value of Authorized Investments in the Trust and the amount of Reserves.

If you have no objections to this request, kindly countersign this notice and we will forward to the Trustee with instructions to immediately make payment to Grantor by the following method: [●].

Yours faithfully,



Head US Legacy & Inforce Management

For and on behalf of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) (Grantor)

BENEFICIARY INSTRUCTIONS TO TRUSTEE

To: The Bank of New York Mellon

Kindly make payment to John Hancock Life Insurance Company (U.S.A.) as requested in this Grantor Withdrawal Notice dated May [●], 2022. As this withdrawal constitutes a withdrawal of all Assets in the Trust in accordance with the Trust Agreement, pursuant to Section 13(b) of the Trust Agreement, upon such withdrawal, the Trust Agreement shall automatically terminate.

For and on behalf of TIME INSURANCE COMPANY (Beneficiary)

Date: May [●], 2022

cc: JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) (Grantor)