



STRUCTURED SETTLEMENTS

NAME OF PLAINTIFF: _____

NAME OF ATTORNEY: _____

DATE OF SETTLEMENT AGREEMENT: _____

John Hancock Life Insurance Company cannot provide tax advice. The following information should not be construed as tax advice. Adverse tax consequences to you are possible if a structured settlement includes an assignment of liability to defer attorney fees. Before structuring your attorney fee portion of a structured settlement, you should consult with your tax advisor regarding (1) the conclusions drawn by the IRS in Technical Advice Memoranda 9134004, 9134005 and 9134006 and (2) the impact of new Section 409A added to the Internal Revenue Code by the American Jobs Creation Act of 2004. Code Section 409A sets forth rules that nonqualified deferred compensation arrangements must satisfy to effectively defer compensation for federal income tax purposes. It is Hancock's understanding that this new Code Section may apply to the structuring of attorney fees. Pending further clarification of Section 409A, it is unclear when an attorney must elect to defer his structured settlement legal fee in order to satisfy the requirements of this Code Section.

If you wish to structure your attorney fee, sign and return this Hold Harmless Agreement to John Hancock Life Insurance Company. A properly executed Hold Harmless Agreement must be received by John Hancock before the annuity contract can be issued.

HOLD HARMLESS AGREEMENT

I and/or the Firm represent that prior to, or concurrently with, entering into the settlement agreement referenced above, I and/or the Firm will waive, for myself and/or the Firm and any of my or the Firm's heirs or assigns, any rights that I and/or the Firm has to any interest of the above Plaintiff's recovery that any applicable state attorney's lien statute or common law decision might confer on me and/or the Firm (other than rights created under the settlement agreement).

I understand that I may not achieve the tax consequences I or the Firm desires if I structure my attorney fee.

I understand and agree that any risk of adverse tax consequences (federal, state, or local) will be borne by myself and the Firm alone.

I also agree that, regardless of when taxes are due on the fee, I and/or the Firm will be paid in accordance with the periodic payment terms of the attorney fee agreement with the above-named Plaintiff.

I and/or the Firm may not sell, mortgage, encumber or anticipate the periodic payments by assignment or otherwise.

I and/or the Firm agree to hold John Hancock Life Insurance Company, their agents, parents, subsidiaries, affiliates, officers, and employees harmless from any cost, penalties, fees or damages incurred by me/the Firm as a result of structuring my fee.

Signature of Attorney/Partner

Date

Printed Name of Attorney/Partner

Firm Name