



**STRUCTURED SETTLEMENTS**

NAME OF PLAINTIFF: \_\_\_\_\_

NAME OF ATTORNEY: \_\_\_\_\_

DATE OF SETTLEMENT AGREEMENT: \_\_\_\_\_

John Hancock Life Insurance Company (U.S.A.) cannot provide tax advice. The following information should not be construed as tax advice. Before structuring the attorney fee portion of a structured settlement, consult with your tax advisor for tax advice regarding the conclusions drawn in IRS Technical Advice Memoranda 9134004, 9134005 and 9134006 and for any other tax advice. Adverse tax consequences are possible if a structured settlement includes an assignment of liability to pay attorney fees. However, if you wish to structure your attorney fee, sign and return this Hold Harmless Agreement to John Hancock Life Insurance Company (U.S.A.). A properly executed Hold Harmless Agreement must be received 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 (U.S.A.), 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