

**John Hancock Personal Financial Services, LLC  
200 Berkeley Street  
Boston, MA 02116**

[www.investwithcoin.com](http://www.investwithcoin.com)

March 29, 2021

This wrap-fee program brochure provides information about the qualifications and business practices of John Hancock Personal Financial Services, LLC, ("JHPFS"). If you have any questions about the contents of this Brochure, please contact us at 844-365-2468. The website for this program, COIN, is [www.investwithcoin.com](http://www.investwithcoin.com). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the "SEC") or by any state securities authority.

Additional information about JHPFS also is available on the SEC's website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

JHPFS is a registered investment adviser. Registration of an investment adviser does not imply a certain level of skill or training.

Effective March 29, 2021, COIN is closed to new investments and clients. Effective June 1, 2021, all COIN accounts will be closed and the COIN program will be terminated.

Additionally, the following changes have been made to this brochure since its last update on November 6, 2020. However, certain non-material updates have been made as follows:

Item 4: Assets under management have been updated and the description of the services provided by Manulife Investment Management to JHPFS has been updated.

Item 9: The description of the firm's Code of Ethics has been updated.

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## **Item 4 – Services, Fees and Compensation**

Effective March 29, 2021, COIN is closed to new investments and clients. Effective June 1, 2021, all COIN accounts will be closed and the COIN program will be terminated.

JHPFS is a Delaware limited liability company founded in 2014. JHPFS's principal owner is The Manufacturers Investment Corporation, which is an indirect, majority-owned subsidiary of Manulife Financial Corporation ("MFC"), a diversified international management and holding company with interests in companies that are active in, among other things, financial services and insurance. MFC is a publicly traded company listed on the Toronto Stock Exchange, the New York Stock Exchange, the Stock Exchange of Hong Kong and the Philippine Stock Exchange under the ticker symbol MFC.

JHPFS currently provides discretionary advisory services through a website application in connection with a program (the "Program") referred to as "COIN™" which seeks to help a client invest according to their personal values by providing portfolios of companies that generate positive overall contributions in three customer-selected impact areas chosen from COIN's eight Impact Areas: Climate Action, Gender Equality & Diversity, Better Health, Clean Water, Safe & Quality Work, Reduce Waste, Modern Cities, and Shared Prosperity (referred to as "COIN Impact Areas"). Additional COIN Impact Areas may be offered in the future. A client's portfolio is composed of equity securities for companies in at least one of the three COIN Impact Areas chosen by the client and will only include stocks of companies that rank among the largest in the United States by market capitalization. Stocks for each COIN Impact Area are chosen by scoring and ranking a company's contribution to the specific Impact Area through a proprietary Environmental Social Governance ("ESG") analysis methodology based on the United Nations Sustainable Development Goals ("SDGs").

The Program is not designed to provide a client with a comprehensive financial plan but is instead designed to permit a client to invest in COIN Impact Areas.

JHPFS also provides discretionary advisory services to other programs that are not described in this brochure. A client may be able to obtain investment solutions through other investment advisory programs or services sponsored by JHPFS or affiliate channels, at a higher or lower cost than this Program. The services that a client receives by investing in such strategies through a different program or service may or may not be similar to the services the client receives through the Program. A client should contact JHPFS if he or she has questions about the Program or to discuss the investment solutions, services and strategies available to determine which may be most appropriate.

This brochure is limited to the Program.

### **Overview**

The Program utilizes a website to collect information from and about a client to provide investment advice to the client through a digital-based application. The sponsor and

portfolio manager of the Program is JHPFS. JHPFS manages client accounts on a discretionary basis. Apex Clearing Corporation (“Apex”) is the custodian and clearing agent for the Program.

COIN™ (Conscious Investing) is an equity-only managed account program that seeks to help a client to invest according to their personal values by providing a portfolio of companies that share those values.

Because COIN provides equity-only portfolios, COIN may not be appropriate for all investors. Using the COIN product requires an investment horizon of over 5 years and a higher risk tolerance that can accept market volatility and investment risk associated with an all-equity portfolio. COIN is not appropriate for certain investors such as those who may not have an emergency fund (three months of expenses).

There is no guarantee that the advisory services offered under the Program will result in the clients’ goals and objectives being met nor is there any guarantee of profit or protection from loss.

Although telephone support is available for administrative issues, the Program does not offer in-person or telephonic advice consultation with a live investment adviser representative. A client should carefully consider whether his or her participation in the Program is appropriate for his or her confidence and facility in participating in a web-based investment program as well as his or her investment needs and goals.

### **Information about the Program**

The Program seeks to help a client invest according to their personal values by providing portfolios of companies comprised of a customer-selected combination of three COIN Impact Areas selected from eight COIN Impact Areas. These Impact Areas are comprised of companies that generate positive overall contributions in our eight COIN Impact Areas through a digital web-based application. The principal goals of COIN portfolios are to provide a client with exposure to a group of large cap US companies (among the 400-500 largest US companies by market capitalization) generating the most impact toward achieving the United Nations Sustainable Development Goals (SDGs).

COIN believes that investing in companies with positive impact toward achieving the SDGs presents a valuable opportunity for individuals to align their money with solutions to critical global issues. COIN also believes that companies with positive impact set themselves apart as industry leaders, strong brands, and employers of choice.

We select companies for each COIN Impact Area by scoring and ranking a company’s contribution to the specific impact area through a proprietary ESG (Environmental, Social, and Governance) analysis methodology based on the United Nations Sustainable Development Goals (SDGs) (the “ESG/SDG Methodology”). We review these companies and our selection criteria periodically.

Each client account contains securities from three COIN Impact Areas which increases the number of holdings in an account thereby decreasing the risk of holding a small number of securities if an account held securities from just one COIN Impact Area. Since the account for each client holds securities for three COIN Impact Areas, a security chosen for one COIN Impact Area may not be a permissible holding for another COIN Impact Area resulting in the client owning a security that conflicts with the client's investment objective for the other COIN Impact Areas in the client's account.

Companies may be excluded from a COIN Impact Area for various reasons including an upcoming merger or acquisition of a company, corporate conduct inconsistent with the COIN Impact Area and business activities such as involvement in child labor or the manufacturing of tobacco products.

From time to time, COIN may choose to remove a company from a COIN portfolio due to environmental, social, or governance (ESG) issues.

While the primary consideration in selecting stocks for COIN portfolios is their alignment with at least one of the eight COIN Impact Areas detailed below, COIN monitors portfolios to manage portfolio risk relative to the market. COIN does not use technical or fundamental analysis to evaluate companies.

### **COIN Impact Areas**

COIN has developed COIN Impact Areas aligned with the United Nations Sustainable Development Goals (SDGs). These eight COIN Impact Areas are represented in COIN portfolios. For more information about COIN's Impact Areas or the SDGs, please visit our website.

The COIN Impact Areas are as follows:

#### **Impact Area: Climate Action**

Companies included in the Climate Action Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 7 related to Affordable and Clean Energy and SDG 13 related to Climate Action. The Climate Action Impact Area seeks to distinguish companies that make a positive impact in areas such as electricity access, renewable energy, energy efficiency, infrastructure and environmental investments.

#### **Impact Area: Gender Equality and Diversity**

Companies included in the Gender Equality and Diversity Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG # 5 related to Gender Equality. The Gender Equality and Diversity Impact Area seeks to distinguish companies that make a positive impact in areas such as the gender pay gap,

childcare services and benefits, diversity and equal opportunity, and the elimination of workplace violence and harassment.

#### Impact Area: Better Health

Companies included in the Better Health Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 3 related to Better Health. The Better Health Impact Area seeks to distinguish companies that make a positive impact in areas such as providing greater access to medicines and quality essential health services, improved sanitation, clean air and water, and occupational health and safety.

#### Impact Area: Clean Water

Companies included in the Clean Water Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 6 related to Clean Water. The Clean Water Impact Area seeks to distinguish companies that make a positive impact in areas such as water resource management, reduction in water intensity of products and services, and sanitation.

#### Impact Area: Safe & Quality Work

Companies included in the Safe and Quality Work Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 8 related to Decent Work & Quality Growth and SDG 4 Quality Education. The Safe and Quality Work Impact Area seeks to distinguish companies that make a positive impact in areas such as sustainable employment, safety in the workplace, training, and education.

#### Impact Area: Reduce Waste

Companies included in the Reduce Waste Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 12 related to Responsible Consumption and Production. The Reduce Waste Impact Area seeks to distinguish companies that make a positive impact in areas such as sustainable production practices, conservation of natural resources, recycling services, and elimination of harmful or toxic waste.

#### Impact Area: Modern Cities

Companies included in the Modern Cities Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 9 related to Industry, Innovation, and Infrastructure and SDG 11 related to Sustainable Cities and Communities. The Modern Cities Impact Area seeks to distinguish companies that make a positive impact in areas such as green buildings, smart, resilient, and sustainable infrastructure (including Internet of Things – IoT), and protection of personal data.

### Impact Area: Shared Prosperity

Companies included in the Shared Prosperity Impact Area generate positive impact through their products, corporate behavior and strategic alignment to SDG 1 related to No Poverty, SDG 2 related to Zero Hunger, and SDG 10 related to Reduced Inequalities. The Shared Prosperity Impact Area seeks to distinguish companies that make a positive impact in areas such as increasing access to finance, technology, and basic needs, the production of healthy and nutritious food, and sustainable economic growth in communities.

### **About the cash allocation**

A certain portion of a client's COIN portfolio is allocated to cash to cover monthly account management fees and for other purposes (the "cash allocation"). The cash allocation may fluctuate throughout the course of a month due to the following account activities: 1) receipt of one-time or recurring client deposits; 2) cash dividends received from the equities invested in the portfolio; 3) the payment of the monthly account management fee, and 4) client- or firm-initiated liquidation of securities.

The client's cash allocation may be automatically "swept" into and out of interest-bearing FDIC-insured deposit accounts opened by Apex at participating banks ("Participating Banks"). Participating in the Program does not guarantee that any or all of a client's cash allocation will be swept into a Participating Bank and all such sweeps are in Apex's sole discretion. More information is available at Apex's website: <https://www.apexclearing.com>.

### **About the Program**

The sponsor and portfolio manager of the Program is JHPFS. JHPFS manages client accounts on a discretionary basis. JHPFS has entered into an agreement with Manulife Investment Management ("MIM"), an affiliate of JHPFS, to create and maintain a methodology to create the COIN Impact Areas chosen for COIN's portfolios used in the program as well as to provide research to select the securities used for each impact area. JHPFS is responsible for the evaluation, selection, and ongoing monitoring of MIM's services to JHPFS.

MIM also provides the following other services to JHPFS related to the Program on a nondiscretionary basis subject to the review and approval of JHPFS:

- assists with the optimization and rebalancing for the Model Portfolios.
- assists with the risk, quantitative, qualitative and performance analysis on ETFs and other investments held by the client Program Accounts.
- assists with the administrations of an algorithm oversight program.
- assists with the oversight of vendors used in managing the Programs and Model Portfolios.

The provision of discretionary investment advisory services to clients has been structured to follow the conditions of Rule 3a-4 (the “Rule”) under the Investment Company Act of 1940, as amended. JHPFS is the “sponsor” of the Program within the meaning of the Rule.

The performance of a client’s account reflects the performance of the individual stocks in each Coin Impact Area chosen by the client. Therefore, a client’s choice of COIN Impact Areas will affect the performance of a client’s account. There is no guarantee that the advisory services offered by JHPFS through the Program will result in the client’s investment goals being met. Nor is there any guarantee of profit or protection from loss. The Program is not designed to provide a client with a comprehensive financial plan but is instead designed to provide a client with a managed account portfolio that reflects their primary interest in investing according to their personal values.

JHPFS is granted investment discretion for each client’s account and will continuously monitor each client’s portfolio through computer-based applications (also known as “algorithms”). JHPFS may from time to time change the criteria used to select companies, the weights of the companies in COIN’s portfolios, cash allocation percentage, and rebalancing parameters according to its discretion.

To determine if COIN portfolios are appropriate for a client, a client provides JHPFS, and its authorized service provider, certain nonpublic personal and financial information through JHPFS’s website. Information provided includes the client’s age, environmental and social values, income, assets, responses to questions to gauge ability to tolerate financial risk and risk preferences. JHPFS then analyzes this information to determine suitability for COIN portfolios. When making this determination, JHPFS is relying on the information obtained from and about the client through questions asked in the account opening process. There may also be other factors that JHPFS does not take into account that could be relevant in determining if the COIN portfolios are appropriate for the client’s investment objective. The client is responsible for providing JHPFS with any changes to this information. A client should be careful when inputting answers or information. If the information is inaccurate, the resulting recommendation might not be appropriate for the client. JHPFS does not independently verify the information a client provides.

JHPFS uses computer-based applications (algorithms) to manage client accounts including periodic rebalancing. When a client deposits money into an account or withdraws money from his or her account, the algorithm determines the specific securities to trade.

Once a client agrees to invest in the Program, the client then authorizes the automated transfer of money from a linked bank account to the client’s account. A client may make additional deposits at any time. A client may also cancel any transfer prior to the time the request has been transmitted by COIN to Apex by contacting COIN customer service. Requests will be processed on a best-efforts basis.

The client gives investment discretion to JHPFS to manage their account and make trades in their account. Clients will not be allowed to make trades in their account.



However, the client may impose reasonable restrictions on the management of their account subject to JHPFS's determination that the restriction is reasonable. A request to impose restrictions on the management of an account may result in delays in the implementation of the Program. The performance of accounts subject to reasonable restrictions may differ from accounts that are not subject to restrictions, possibly producing lower overall results.

Accounts in the Program are rebalanced periodically through the use of an algorithm to maintain the target stock allocations in COIN portfolios. JHPFS monitors each client's account allocations for drift away from the target allocations and may rebalance all or a portion of the client's account to restore the target stock allocations. Dividends, additional deposits, and withdrawals will also be processed in a way that seeks to maintain the target stock allocations. The frequency and parameters JHPFS use to rebalance a client's account may change at any time and may be different from the parameters used in other types of investment strategies or investment advisory programs sponsored by John Hancock. JHPFS in its sole discretion may decide to delay a scheduled rebalancing due to unfavorable or volatile market conditions. This delay could adversely affect the performance of the client's account. Whenever possible, trades for COIN Impact Accounts, including those for rebalancing or redemptions, are blocked into a single allocation file and transmitted to Apex for execution once per day. All subsequent trade instructions, including redemptions, will be placed with Apex for execution on the following regular trading business day. When a client account participates in aggregated transactions, each client account will receive an average share price and any transaction costs will be shared equally and on a pro-rata basis. Rebalancing may result in taxable gains or losses in a client's account. In some cases, rebalancing may also result in a wash sale. A wash sale occurs when an asset is sold at a loss and a similar security is purchased within 30 days thereby eliminating a potential tax benefit. COIN does not seek to prevent wash sales transactions in your account.

### Investing in Stocks

COIN portfolios consist of shares of stocks in US publicly-traded companies.

A client may be able to purchase shares of the stocks included in COIN portfolios the secondary market without enrolling in the Program. If a client does so, the client would not pay the Program Fee for such assets.

Stocks in a Program account are traded in fractional shares.

To facilitate the allocation of fractional shares to client accounts when portfolio stocks trade only in whole shares, JHPFS will participate side-by-side in client transactions only to the extent required to zero out JHPFS's Average Price Allocation Account at Apex prior to the end of each trading day. While the intention of this practice is to enable client accounts to trade in fractional shares, it is possible that JHPFS may realize incidental capital gains or losses as a result.

When a Program account is closed Apex will not transfer fractional shares held in the Program account to another brokerage account outside the Program and these shares will be sold. A client may realize a capital gain or loss on the sale.

Any dividends paid on the stocks in the Program account are deposited as cash into the client's Program account. JHPFS will invest the cash in shares of companies in COIN portfolios according to investment allocation rules in place. Any unallocated cash in a Program account may be swept into an Apex Clearing Sweep Account.

### **Additional Information to the Program**

During the online application process, clients agree that records and disclosure for the Program will be delivered, and agreements will be signed, electronically. This is a requirement both now and in the future. This includes this Form ADV brochure, any other disclosure brochures, supplements, Privacy Notice and other documents relating to a client's account. Each client has an obligation to maintain an accurate and up-to-date email address with JHPFS and to ensure that the client has the ability to read, download, and retain documents the client receives from JHPFS. If a client wishes to print documents, client must also have access to a printer. If a client is unable or unwilling to accept electronic delivery, JHPFS may, in its discretion, terminate the client's enrollment in the Program and the client's account.

Clients can communicate with JHPFS via electronic channels and via telephone at (844) 365-2468.

JHPFS will send all emails to the email address client provides to JHPFS. If JHPFS receives notice that an email notification is undeliverable, JHPFS will deliver the documents to client's postal mail address of record and thereafter may, in its discretion, terminate client's account. A client may incur additional costs if documents are mailed to the client's postal mail address.

Client assets invested in the Program will not be available for brokerage activities that are not directed by JHPFS, including but not limited to margin trading or trading securities by client or any of client's designated agents. If a client initiates brokerage activity for the Program directly with Apex, the client may be charged a fee by Apex and JHPFS will terminate its agreement with the client.

JHPFS will periodically, but at least annually, ask clients via electronic channels to update the information they provided to JHPFS on the COIN website. Client may at any time throughout the year update the information it has provided to JHPFS. The update, in turn, will trigger a review of the client's account and depending on the results of the review, JHPFS may recommend changes to the client's account. Client is responsible for promptly notifying JHPFS of any change to client's saving or investment objectives or other information that may affect the advisory services provided through the Program. Client understands that client's failure to provide JHPFS with current, accurate information could adversely affect JHPFS's ability to effectively manage client's account in the Program.

## **Fees and Compensation**

A client will pay JHPFS a fee for assets allocated to the Program (the "Program Fee"). The Program Fee is deducted from a client's account at Apex (the "Program Account") and paid directly to JHPFS. The client authorizes JHPFS to transfer assets or funds from the client's Program Account with Apex solely for the purpose of collecting the Program Fee.

The annual Program Fee is 0.75%. The Program Fee will be calculated monthly based on the average daily account balance, not including the cash allocation, and will be debited in arrears from the client's Program Account the next calendar month.

A client should review his or her account statements from Apex and verify that the appropriate Program Fee has been deducted. JHPFS may in its sole discretion make exceptions to the fee schedule set forth above for one or more clients or waive the Program Fee for a period of time for one or more clients. JHPFS may also negotiate different fees for certain clients.

The Program Fee covers investment advice, the ongoing management of the Program Accounts assets, as well as trade execution, clearance, settlement and custodial services provided by Apex.

In addition, a client may incur certain charges imposed by third parties, other than JHPFS, in connection with investments made through the client's Program Account.

Custody fees as well as trade execution, clearance and settlement fees charged by Apex are paid by JHPFS. Clients are responsible for payment of any other fees that Apex may charge relating to client's Program Account including fees for wire transfers, paper delivery of client statements and ACH reversal fees in the client's account.

The Program Fee also does not cover certain execution costs that may be charged to a client, including:

- (a) broker-dealer spreads and certain markups or markdowns paid to market makers;
- (b) transfer taxes;
- (c) fees charged by exchanges on a per transaction basis or other fees required by law;
- (d) any other fees that Apex may charge, as may be outlined from time-to-time in Apex's separate fee schedule; and
- (e) any other charges imposed by law or otherwise agreed to regarding a client's Program Account.

The Program Fee may cost a client more or less than purchasing such services separately depending on several factors including the fees Apex charges for custody and trading and the trading activity in the client's account.

## **Fee Change**

JHPFS may change the Program Fee for the Program Account including increasing or decreasing the Program Fee at any time provided it notifies client (which may include electronic notice) thirty (30) days in advance. JHPFS may presume client has consented to the change in the fee if JHPFS has not received any objection thereto from client at the end of the 30-day period. In the event the client, during the 30-day period, notifies JHPFS of its objection to the fee change, the change will not take effect and JHPFS may, at its option, terminate its advisory agreement with the client.

### Assets Under Management

As of December 31, 2020, JHPFS had \$1.9 billion under management on a discretionary basis.

## **Item 5 – Account Requirements and Types of Clients**

Effective March 29, 2021, COIN is closed to new investments and clients. Effective June 1, 2021, all COIN accounts will be closed and the COIN program will be terminated.

### Account Requirements

Currently, there is a \$50 minimum investment amount to participate in COIN.

Clients will execute a written advisory agreement with JHPFS specifying the advisory services to be provided and appointing JHPFS (and Apex, acting as JHPFS's agent) to act as the client's agent and attorney-in-fact with such discretionary power and authority to buy, sell or otherwise effect transactions in stocks, in the client's account in the Program. Accordingly, JHPFS may change the investments in a client's account in the Program at any time without prior notice to the client, including changing the investments used in COIN portfolios or substituting a particular investment for another investment.

Under the terms of the advisory agreement, the client will also agree to receive all account information and account documents (including this Brochure), and any updates to these documents, through JHPFS electronic communications.

Apex, the custodian of accounts in each Program, effects all transactions. The client must appoint JHPFS as its investment adviser of record on accounts in each Program at Apex. Apex maintains physical custody of all funds and securities in accounts in each Program. The client retains all rights of ownership (e.g. right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the securities in the client's Program accounts. A client's Program account contains fractional shares of securities. Fractional shares generally do not have voting rights. However, Apex will aggregate the votes for fractional shares and submit them to the proxy tabulator on an aggregate basis in whole shares with any excess fractional shares not being voted. If the aggregate vote is less than a whole share, Apex will not submit the fractional shares.

## **Types of Clients**

The Program is offered only to U.S. citizens and U.S. resident aliens over the age of 18.

Business entities, government entities and accounts that are subject to the Employee Retirement Income Security Act of 1974 (“ERISA”) and Individual Retirement Accounts (“IRAs”) are not eligible for the Program.

## **Transfer of Money into the Program Account**

After JHPFS submits a purchase or other transaction in a client’s account to Apex or another broker for processing, the transaction will be completed within the standard settlement cycle for stocks followed by that broker. JHPFS will not be liable for any delays in completing a transaction on the client’s behalf if caused by the broker to whom JHPFS submits the client’s transaction or as otherwise limited by the limitation on liability set forth in JHPFS’ agreement with the client.

## **Withdrawal Requests and Termination of an Account**

Withdrawal requests must be received by 11 a.m. Eastern Time on a business day to be processed the same business day. If cash available in the account can cover the amount of the withdrawal request, funds will be requested for disbursement that day. If cash available in the account cannot cover the amount of the withdrawal request, trades will be placed in the account that business day and funds will be withdrawn for disbursement after trades are settled and enough cash is available. Generally, requests received after 11 a.m. will be traded on the next business day.

After JHPFS submits a trade in a client’s account to Apex or another broker for processing, the trade will be completed within the standard settlement cycle for stocks followed by that broker. JHPFS will not be liable for any delays in completing a transaction on the client’s behalf if caused by the broker to whom JHPFS submits the client’s transaction or as otherwise limited by the limitation on liability set forth in JHPFS’ agreement with the client.

It may take up to seven to ten business days under normal circumstances for the proceeds of a withdrawal request to be transferred to the client’s bank account through electronic fund transfer. If a client has deposited funds in its account within the five business days preceding the withdrawal request, these funds will not be available for withdrawal for five business days after the date of the deposit.

JHPFS may terminate a client from the Program for any reason including not providing JHPFS with information it has requested that is deemed necessary, or appropriate, to manage the client’s Program account.

A client may terminate their account in the Program upon notice to JHPFS by phone and payment of all outstanding fees to JHPFS.

A client's termination of their brokerage account with Apex will terminate the client's advisory agreement upon receipt of notice by the JHPFS of such termination and payment of all outstanding fees to JHPFS.

Upon termination of the client's account in the Program, JHPFS will no longer provide the client with investment advisory services and the account will be closed and the client must transfer the assets in his or her account to another financial institution.

## **Item 6 – Portfolio Manager Selection and Evaluation**

### **Selection of Portfolio Manager**

JHPFS has selected itself as the portfolio manager in the Program. JHPFS utilizes its affiliate, MIM, to recommend securities to be included in the COIN portfolios, subject to JHPFS's approval and supervision. JHPFS could be deemed to have a conflict in performing these services because JHPFS and MIM will keep a larger share of the Program Fee than if JHPFS had selected a third party to create and maintain COIN portfolios and select securities for COIN portfolios. JHPFS believes that MIM possesses the requisite expertise to serve in this capacity. To the extent this decision represents a conflict, JHPFS addresses this conflict through disclosure in this Brochure.

### **Performance-Based Fees and Side-By-Side Management**

JHPFS does not receive performance-based fees for advisory services provided to clients. Therefore, JHPFS does not engage in side-by-side management of clients with performance-based fees.

## **Methods of Analysis, Investment Strategies and Risk of Loss**

### **The Program**

Investing in the Program is subject to risks including those noted below. Specific risks related to investing in the Program are also set forth below.

### **Cybersecurity Risk**

Cybersecurity breaches may allow an unauthorized party to gain access to Program Account assets, client data, or proprietary information, or cause JHPFS or Apex to suffer

data corruption or lose operational functionality. Similar incidents affecting Participating Banks in the cash sweep program may negatively impact performance.

Intentional cybersecurity breaches include unauthorized access to systems, networks, or devices (such as through “hacking” activity); infection from computer viruses or other malicious software code; and attacks that shut down, disable, slow, or otherwise disrupt operations, business processes, or website access or functionality. In addition, unintentional incidents can occur, such as the inadvertent release of confidential information (possibly resulting in the violation of applicable privacy laws).

### Risks Related to Cash Allocation

Interest paid on the cash allocation will vary over time and can change daily without notice to you. Interest paid on the cash allocation may be lower or higher than interest paid on the bank account used by a client to fund the cash allocation or the interest paid on deposits at the Participating Banks or at other banks. Interest paid on the cash allocation may be lower than the rate of inflation.

The Program is not intended for unforeseen events where the Client needs immediate access to the account value since a Client may not receive the proceeds from a withdrawal request for up to seven-to-ten business days after the withdrawal request is received by JHPFS.

Client’s assets in the cash allocation may be swept into one or more Participating Banks unless the client elects otherwise. If a client has accounts at a Participating Bank in addition to the cash allocation (“Additional Accounts”), the value of the Additional Accounts is aggregated with the value of the cash allocation at the Participating Bank for purposes of determining the client’s FDIC insurance coverage. Neither JHPFS nor Apex monitor the amount of client’s assets in Additional Accounts. Therefore, the amount of a client’s assets held at a Participating Bank could exceed FDIC insurance coverage limits. A client will not be given notice when Participating Banks are added or withdrawn from the cash sweep program.

A client may specify that cash in his or her cash allocation not be swept into one or more Participating Banks. If a client excludes a Participating Bank from the cash sweep program, this action may result in some of client’s cash remaining in the cash allocation and not being swept into the accounts of Participating Banks.

Participating in the Program does not guarantee that any or all of your cash allocation will be swept into a Participating Bank and all such sweeps are in Apex’s sole discretion.

FDIC insurance only applies to those assets in the cash allocation that are swept into a Participating Bank. Other assets in the cash allocation are not insured by the FDIC and have no bank or government guarantees but are instead covered up to \$250,000 by the Securities Investor Protection Corporation (“SIPC”) of which Apex is a member.

### Risk of Loss

Investing in securities involves risk of loss that clients should be prepared to bear. Past performance is not indicative of future results. As with all investments, there is no assurance that any of the stocks in the Program will increase in price and a client could lose money by investing in them.

### Selection and Management Risk

Actively managed investment portfolios like COIN portfolios are subject to management risk. Securities in a portfolio may decline in value. Security or instrument selection risk may cause a portfolio to underperform other portfolios with similar investment objectives and investment strategies even in a rising market. The values of investments will change with market conditions and so will the value of any investment in COIN portfolios. Amounts invested in the Program could be lost or the COIN portfolios could underperform other investments.

### Model Portfolio Risks

JHPFS and MIM may use quantitative analyses and/or models to create or manage portfolios. Any imperfections, limitations, inaccuracies or incorrect assumptions, including assumptions regarding the global economy and financial markets, in its analyses and/or models could affect its ability to implement investment strategies. By necessity, these tools make simplifying assumptions that may limit their effectiveness. Models that appear to explain prior market data can fail to predict future market events. Further, the data used in models may be inaccurate and/or it may not include the most current information available. In addition, models may also not address prolonged changes in market conditions.

Further, JHPFS oversees and monitors the computer-based applications and the portfolios but does not necessarily monitor each client's account.

### Market Risk

Equity markets rise and fall daily. The performance of client investments is, to varying degrees, tied to these markets. When markets fall or face high volatility, the value of a client's investments will fluctuate which means a client could lose money.

The Program only offers a portfolio of 100% equities which exposes clients to the Market Risk described above.

### Risks Related to the Use of Computer-based Applications (also known as algorithms)

There are risks associated with utilizing computer-based applications, including the following risks:



- The output of the computer-based applications depends upon the accuracy and availability of the information inputted into the application.
- There may be certain factors or variables which have not been included in the computer-based application. To the extent some questions are over-generalized, ambiguous or designed to fit a pre-determined option, the output may not reflect a particular client's needs or goals.
- By only using the computer-based application, clients may not receive individually tailored investment advice.
- The computer-based application may not be compatible with all types of bank accounts and/or with all financial institutions.
- Some banks and financial institutions may:
  - not permit JHPFS or our service provider to gather transaction data from your online bank account, or terminate our ability to do so at any time,
  - make changes to their websites, security measures, or login requirements, with or without notice to us, that may prevent or delay our ability to aggregate transaction data from those websites,
  - only provide transaction data updates to us on a set daily schedule resulting in your most recent transactions not being reflected in account balances or other account information presented to you on our website.

In addition, computer-based applications may rebalance a client's account based on factors other than just market conditions and may rebalance on a more frequent basis than the client might expect.

### Underlying Securities Risk

General Risks. The price of equity securities may decline due to changes in a company's financial condition or overall market conditions.

Large Cap Risk. Larger companies may grow more slowly than smaller companies or be slower to respond to business developments. Large-capitalization securities may underperform the market as a whole.

ESG/SDG Methodology risk. The use of the ESG/SDG Methodology to choose securities for COIN portfolios could cause COIN portfolios to perform differently than, or to underperform, a portfolio that does not use such a methodology or a portfolio that chooses securities based on fundamental or technical analysis.

Impact Area and Sector risk. When a portfolio focuses its investments in certain sectors of the economy, its performance may be driven largely by sector performance and could fluctuate more widely than if the fund were invested more evenly across sectors. For example, the Better Health Impact Area is heavily-weighted toward companies in the healthcare sector.

Sustainability (ESG and Impact) policy risk. COIN's ESG and Impact approach based on the UN Sustainable Development Goals (SDGs) could cause it to perform differently than similar investments that do not have such a policy.

#### Limitations of Disclosure

The foregoing list of risks does not purport to be a complete enumeration or explanation of the risks involved in JHPFS's investment strategies. As JHPFS's investment strategies develop and change over time, clients and investors may be subject to additional and different risk factors. No assurance can be made that profits will be achieved or that substantial losses will not be incurred.

#### Voting Client Securities

JHPFS does not vote client proxies for investments in a client's account. Clients are responsible for exercising shareholder and other rights as owners of individual company shares. JHPFS will not advise clients on the voting of proxies for investments held in their accounts. In addition, JHPFS will not advise clients on legal proceedings, including bankruptcies and class actions pertaining to investments in their accounts.

### **Item 7 - Client Information Provided to Portfolio Manager**

Prior to enrolling in the Program, the client provides JHPFS with nonpublic personal and financial information about the client's savings and investment goals, income, assets, expenses and risk tolerance as well as other information in order that JHPFS may provide portfolio management services to the client. The client is responsible for providing JHPFS with any changes to this information. A client should be careful when inputting answers or information. If the information is inaccurate, the resulting recommendation might not be appropriate for the client. JHPFS does not independently verify the information a client provides. Client is also responsible for providing JHPFS with Information to permit JHPFS to transfer assets from the Client's financial institution to the client's account in the Program and is responsible for providing JHPFS with any changes to this information.

### **Item 8 - Client Contact with Portfolio Manager**

Clients who wish to contact JHPFS can do so by calling 1-844-365-2468 or by email at [support@investwithcoin.com](mailto:support@investwithcoin.com)

### **Item 9 - Additional Information**

#### **Disciplinary Information**

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of or the integrity of JHPFS or its management persons.

### **Other Financial Industry Activities and Affiliations**

JHPFS is an indirect, majority-owned subsidiary of MFC and is directly owned by Manufacturers Investment Corporation. As such, JHPFS is affiliated with a number of investment advisers, investment companies, broker-dealers and insurance companies. Except as noted below, JHPFS does not believe that these relationships are material to JHPFS's advisory business.

MFC is the sole owner of The Manufacturers Life Insurance Company which in turn wholly owns, directly or indirectly, a number of subsidiaries, including The Manufacturers Investment Corporation.

MIM, an investment adviser that creates and maintains the COIN Impact Areas and selects companies eligible for inclusion COIN portfolios for the Program, is an affiliate of JHPFS.

### **Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

#### Code of Ethics

JHPFS has adopted a Code of Ethics (the "Code") which establishes standards of conduct for its "Associates" (which includes any partner, officer, director or other person who provides investment advice and is subject to the supervision and control of JHPFS) and "Access Persons" (which include any Associate who, in connection with their regular duties, has access to non-public information regarding the purchase or sale of securities or the portfolio holdings of client or firm accounts).

The Code is designed to prevent abuses in the investment advisory business that can arise when conflicts of interest exist between an investment adviser, including its personnel and affiliates, and accounts managed for its clients.

The Code requires Associates to adhere to general principles of business conduct which include a duty to (i) place the interests of JHPFS's clients first; (ii) conduct all personal securities transactions in such a manner as to avoid any actual or potential conflict of interest and any other abuse of trust or responsibility; (iii) treat as confidential any non-public or confidential information concerning the identity of security holdings and financial circumstances of JHPFS's clients; (iv) comply with all applicable laws including applicable securities laws; and (v) promptly report any violation of the Code to the code administrator or Chief Compliance Officer ("CCO").

The Code prohibits Associates from (i) employing any device, scheme or artifice to defraud a client (ii) making any untrue statement of a material fact to the client; or (iii) taking inappropriate advantage of our position or engage in any fraudulent or manipulative practice (such as front-running or manipulative market timing) with respect to the accounts JHPFS manages.

When conflicting interests cannot be reconciled, the Code makes clear that, first and foremost, Associates owe a fiduciary duty to JHPFS's clients.

The Code is also designed to permit JHPFS to monitor various securities transactions by Access Persons in which they may have a direct or indirect beneficial ownership interest. Under the Code and subject to limited exceptions, Access Persons must obtain the approval of the code administrator before engaging in securities transactions.

The Code includes sections on policies in and outside the Code, reporting requirements and other disclosures inside and outside the Code, reporting violations, interpretation and enforcement, exemptions and appeals, education of employees and recordkeeping.

This Code will be provided to any client or prospective client upon request by contacting JHPFS at (844)-365-2468.

JHPFS has also adopted an Amended and Restated Policy Statement and Procedures on Insider Trading in accordance with Section 204A of the Investment Advisers Act of 1940 which establishes procedures to prevent the misuse of material information by its officers, directors and employees. JHPFS and its related persons may, from time to time, come into possession of material nonpublic and other confidential information which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, JHPFS and its related persons are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such other person is a client. Accordingly, should such persons come into possession of material nonpublic or other confidential information about any company, they may be prohibited from communicating such information to, or using such information for the benefit of, their respective clients, and have no obligation or responsibility to disclose such information to, nor responsibility to use such information for the benefit of, their clients when following policies and procedures designed to comply with law.

#### Participation or Interest in Client Transactions

From time to time, employees and principals of JHPFS or a related person may also invest or otherwise have an interest in securities owned by or recommended to JHPFS's clients.

Similarly, some or all of the financial services businesses under common control with JHPFS may invest in securities that are also owned by JHPFS's clients. Any of such persons may invest or otherwise have an interest, either directly or indirectly, in certain pooled

vehicles, which, in turn, may invest in securities held in other managed accounts. As these situations may involve potential conflicts of interest, JHPFS has implemented policies and procedures relating to personal securities transactions and insider trading, that are designed to identify potential conflicts of interest, to prevent or mitigate actual conflicts of interest and to resolve such conflicts appropriately if they do occur.

### **Review of Accounts**

JHPFS will periodically, no less frequently than annually, ask clients via electronic channels to update the information they provided to JHPFS on its mobile device application. Client may at any time throughout the year update the information it has provided to JHPFS. The update, in turn, will trigger a review of the client's account and depending on the results of the review, JHPFS may recommend changes to the client's account. Client is responsible for promptly notifying JHPFS of any change to client's saving or investment objectives or other information that may affect the advisory services provided through the Program. Client understands that client's failure to provide JHPFS with current, accurate information could adversely affect JHPFS's ability to effectively manage client's account in the Program. JHPFS associates and designees will also be available to discuss the Program during normal business hours.

Clients receive account statements from Apex at least quarterly. JHPFS does not create or provide clients with account statements. Information regarding a Client's account provided on the COIN website are not account statements and are provided for informational purposes only. Clients are urged to compare the account statements provided by Apex to information provided on the COIN website. If any discrepancies are detected, please contact JHPFS promptly.

### **Client Referrals and Other Compensation**

From time to time JHPFS may pay current clients or third-party marketers who refer new clients. Referred clients are required to acknowledge receipt of a disclosure document describing the compensation before opening the account. Referring clients and third-party marketers must comply with terms and conditions established by JHPFS and the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940. Clients are not charged a separate or higher fee for being referred to JHPFS by a current client.

From time to time JHPFS runs promotional campaigns to attract new clients. Certain promotional campaigns involve compensation paid by JHPFS to clients who are directed to our website by third-party marketers. Other promotional campaigns involve compensation paid by JHPFS to clients who open an account.

JHPFS or an affiliate may also pay advertisers based on the number of impressions (i.e., the number of displays of an advertisement to a user while viewing a web page).

### **Financial Information**

JHPFS is not aware of any financial condition that is reasonably likely to impair its ability to meet contractual and fiduciary commitments to clients and has not been the subject of a bankruptcy petition at any time during the past ten years.

JHPFS does not require or solicit prepayment of any fee and is therefore not required to include a balance sheet for its most recent fiscal year.