

John Hancock Fiduciary Standards WARRANTY CERTIFICATE

In selecting and monitoring the investment options ("Funds") that John Hancock makes available on its investment platform for qualified retirement plans that are subject to ERISA (the "Plans"), John Hancock applies generally accepted investment theories and prevailing investment industry practices. While John Hancock is not acting as a fiduciary for the Plan in selecting and monitoring the Funds on our investment platform and is not undertaking to provide impartial investment advice, John Hancock stands behind its investment platform.

Our Fiduciary Standards Warranty

If the Plan fiduciaries satisfy the conditions below, and subject to the provisions under "Conditions and Limitations on Our Fiduciary Standards Warranty":

- John Hancock Life Insurance Company of New York (as used herein, the term "John Hancock" refers to the applicable issuer of your group annuity contract), hereby represents, warrants and covenants that the Funds made available on its investment platform, from which platform the Plan fiduciaries may select Funds to offer to Plan participants:
 - Will enable the Plan fiduciaries to satisfy the prudence requirement of section 404(a)(1)(B) of ERISA that the Funds be selected according to prevailing investment industry practices and generally accepted investment theories (the "prudence requirement"),
 - Will satisfy the requirement set forth in the United States Department of Labor regulation under section 404(c) of ERISA relating to participant-directed retirement plans, 29 C.F.R. §2550.404c-1(b)(3), that such plans offer a broad range of investment alternatives (the "broad range requirement"), and
 - Will be appropriate for long-term investing, such as investing for retirement benefits by Plan participants.
- In the event of a claim that the Funds selected by the Plan fiduciaries from John Hancock's investment platform, contrary to our representations, warranties and covenants, (a) fail to satisfy the prudence requirement, (b) fail to satisfy the broad range requirement, or (c) are not appropriate for long-term investing (a "Claim"), and as a result the Plan suffers loss, damage, expenses or liabilities not reimbursed by insurance or any other source ("Loss"), John Hancock will:
 - Indemnify and make the Plan whole for any un-reimbursed Loss resulting from breach of John Hancock's representations, warranties and covenants as set forth in the preceding paragraph 1, as determined in a final, binding and valid adjudication; and
 - Bear the reasonable costs, including attorneys' fees, of defending a Claim that is subject to our Warranty.

For our Warranty to apply, the Funds offered on the Plan's investment line-up must, at a minimum and at all times, include at least one Fund from each of the following classes of Funds offered on the John Hancock investment platform:

Equity Funds

| | |
|-----------------------------|------------------------------|
| Large-Cap US Stocks: Value | Small-Cap US Stocks: Value |
| Large-Cap US Stocks: Blend | Small-Cap US Stocks: Blend |
| Large-Cap US Stocks: Growth | Small-Cap US Stocks: Growth |
| Mid-Cap US Stocks: Value | International/Global: Value |
| Mid-Cap US Stocks: Blend | International/Global: Blend |
| Mid-Cap US Stocks: Growth | International/Global: Growth |

Fixed-Income Funds

High Quality: Short-Term
High Quality: Intermediate-Term

Asset Allocation Portfolios

Either an entire target date suite,
or an entire target risk suite

The foregoing conditions are not intended to address or reflect the individual needs of any Plan and are not a recommendation as to the portfolio composition or investment strategies of any Plan. John Hancock is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity. Compliance with the conditions of this Warranty is entirely voluntary and is applicable only if Plan fiduciaries wish for the Plan to receive the benefit of this Warranty.

It is the obligation of the Plan fiduciaries to select Funds from the investment platform for the Plan's investment line-up. In selecting Funds for their Plan's investment line-up, fiduciaries may select more than one Fund in any of the above asset classes and may also select Funds from other asset classes not shown above. Plans may continue to use the services of John Hancock and offer Funds from the John Hancock investment platform regardless of whether the conditions of this Warranty are satisfied. While they will not receive the benefits of this Warranty if they fail to satisfy its conditions, fiduciaries are not obligated to select any proprietary Funds or Funds in any or all of the foregoing asset classes. If the conditions of this Warranty are satisfied, the Plan will receive the benefit of this Warranty regardless of whether the Plan fiduciaries are aware of this Warranty (at the time of their selection of Funds or at any other time).

The total revenue John Hancock and its affiliates receive from a Fund advised or sub-advised by John Hancock's affiliates is higher than those advised or sub-advised exclusively by unaffiliated entities. Plan fiduciaries are not required to select any Funds advised or sub-advised by John Hancock or any of its affiliates in order for this Warranty to apply.





The Responsibilities of Plan Fiduciaries

Our Warranty does not relieve the Plan fiduciaries of their responsibilities. Plan fiduciaries have the obligation to discharge their duties with respect to their Plan solely in the interest of the Plan participants and beneficiaries. With respect to the investments John Hancock makes available, the Plan fiduciaries remain responsible for the following:

- Reviewing the materials we provide about the Funds offered on our investment platform;
- Evaluating the needs and abilities of the Plan and its participants and tailoring the investment line-up of the Plan so that it is suitable for the particular needs of the Plan and its participants; and
- Providing ongoing review of the expenses, investment performance and suitability of each of the Funds in the Plan's investment line-up.

Conditions and Limitations on Our Fiduciary Standards Warranty

In order for this Fiduciary Standards Warranty to apply, the following conditions must also be satisfied. Our Fiduciary Standards Warranty will apply only for the period during which these conditions are satisfied.

1. If a Claim is asserted against any of the Plan fiduciaries that are responsible for selection or monitoring of the Plan's investment alternatives, the Plan fiduciaries must promptly notify John Hancock of the Claim, provide to John Hancock all written evidence of the Claim that they receive, provide notice of the Claim in accordance with the terms of any fiduciary liability or other insurance policy that may cover the Claim, and provide to John Hancock a complete copy of any such insurance policy.
2. In the event of a Claim that may be subject to Our Fiduciary Standards Warranty, John Hancock will have the right and option, if it so chooses, to assume, direct or participate in the defense of the Claim, including but not limited to the right to approve of counsel selected to defend such Claim, or alternatively, to appoint defense counsel with regard to such Claim, and the right to settle such Claim. If John Hancock chooses to exercise one or more of these rights, it shall make reasonable efforts to coordinate such action with any fiduciary liability insurer and to address any issues arising from the assertion of claims that might not be subject to Our Fiduciary Standards Warranty.
3. The Plan fiduciaries must reasonably cooperate with John Hancock in connection with all matters described in Our Fiduciary Standards

Warranty, including but not limited to the defense of any Claim. Our Fiduciary Standards Warranty is available only to defined contribution plans as defined in section 3(34) of ERISA, and applies only to Funds that are included in the investment platform offered by John Hancock. Any claim relating to any other investment option (including, for instance, individual employer stock, investments in a brokerage account, or any other investment option that is outside the platform of Funds offered by John Hancock to qualified retirement plans) is excluded from the terms of Our Fiduciary Standards Warranty. John Hancock cannot warrant or guarantee that any particular investment option – including any Fund offered on the John Hancock investment platform – is suited to the needs of any individual Plan participant(s); as a result, Our Fiduciary Standards Warranty does not extend to claims based on the needs of, or suitability for, any individual Plan participant(s) or specific Plan, but instead covers the general prudence of the Funds for long-term investing, such as retirement investing. Also, since past performance is not a guarantee of future results, we cannot warrant or guarantee either that any Fund offered on our platform will yield any specific return, or even that it will yield a positive return. Nor does Our Fiduciary Standards Warranty extend to claims regarding the reasonableness of the expenses of any Fund or to claims regarding the reasonableness of any expenses, fees, charges or compensation paid directly or indirectly by the Plan with respect to a Fund or under the Plan's group annuity contract to John Hancock and/or its affiliates. Plan fiduciaries have the responsibility to evaluate the Plan's service providers and determine if their compensation is reasonable, and also to determine if the expenses of any Fund are reasonable. Our Fiduciary Standards Warranty extends only to loss, damage, expenses or liabilities that would be recoverable under ERISA as a result of a breach of fiduciary duty by Plan fiduciaries at the Plan sponsor who select and monitor the Plan's investment alternatives, subject to the conditions stated above and your performance of the fiduciary responsibilities stated above. In addition, Our Fiduciary Standards Warranty is inapplicable in respect of any change in law that occurs after the Plan qualifies for the Warranty.

4. The Fiduciary Standards Warranty is not available and does not apply when the Wilshire 3(21) Adviser Service or the Wilshire 3(38) Investment Management Service is in effect for the Plan, or when the Plan or Plan sponsor is receiving services from a fiduciary described in Section 3(21) of ERISA or services from an investment manager described in Section 3(38) of ERISA.

John Hancock's Fiduciary Standards Warranty is not insured by any Federal or State government agency.

–John Hancock

Group annuity contracts and recordkeeping agreements are issued by: John Hancock Life Insurance Company of New York, Valhalla, New York. John Hancock Life Insurance Company of New York makes available a platform of investment alternatives to sponsors or administrators of retirement plans without regard to the individualized needs of any plan. Unless otherwise specifically stated in writing, John Hancock Life Insurance Company of New York does not, and is not undertaking to, provide impartial investment advice or give advice in a fiduciary capacity.

NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED

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