

PERFORMANCE STANDARDS

Empower Retirement agrees to provide services in accordance with the performance standards stated herein.

In the event Empower does not meet the performance standards listed below, Empower will be given an opportunity to cure such failure. If Empower fails to meet the performance standard in the subsequent quarter, Empower agrees to forfeit revenue for each performance standard not met pursuant to the "Fees at Risk" column below. In no event, however, shall the total amount forfeited by Empower in any given calendar year exceed: 1) 15% of Empower's annualized per Participant/Recordholder fees determined as of the beginning of each calendar year; and 2) 3.75% of Empower's annualized per Participant/Recordholder fees determined as of the end of each calendar quarter based upon the number of Participants/Recordholders with a balance in the Plan as of the last day in any given quarter. The amount of Empower annualized per Participant/Recordholder fees shall equal the number of Participants/Recordholders with a balance in the Plan as of each December 31 multiplied by the Plan's annual per Participant/Recordholder fee. For illustrative purposes, the calculation for quarterly revenue placed at risk would be: $[(A*B) * C]$, in which

"A" is the quarterly per Participant/Recordholder fee of for Defined Contribution Plan(s) and;

"B" is the number of Participants/Recordholders in the Plan with an account balance as of the last day of each calendar quarter; and

"C" equals the lesser of the sum of the percentages attributed to each performance standard not met by Empower for a calendar quarter or 3.75%.

Sample

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Participant Contact Center Hours of Availability	Retirement Representatives available 99% of time during regular hours of service. (8 a.m. to 10 p.m. EST, Monday through Friday and 9 a.m. to 5:30 p.m. EST, Saturdays) except for closings of NYSE, holidays and shortened hours associated with early market close or holiday eves	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
Call Abandon Rate	Less than 3% of participant calls abandoned (Empower complex wide)	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
Call Answering Speed	80% of participant calls answered within 20 seconds (Empower complex wide)	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
First Call Resolution for Participants	90% of participant questions resolved during first call	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
IVR / Internet Availability	99% of the time IVR/Internet available excluding regularly scheduled maintenance	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
Participant and Plan Level Reporting for Plan Sponsor via Plan Sponsor Website	99% of the time reports available online - updated monthly and nightly excluding regularly scheduled maintenance	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
Distribution of Form 1099R or 1099-MISC	Available by January 31 of each calendar year, excluding corrected 1099R or 1099-MISC	Metric provided as part of the quarterly Empower Service Level Report	1% of quarterly fees
Participant Confirmation Statement	99% mailed or available online on within two business days following completion of transaction processing	Executed as part of automated processes. Accuracy consistent with minimum service standard unless otherwise disclosed	1% of quarterly fees
Participant Statement Mailing/Availability	Participant statements mailed/made electronically available within 15 business days of quarter-end. Initial quarter following conversion is 20 business days.	Metric provided as part of the quarterly Empower Client Service Report	1% of quarterly fees

Sample

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Distribution Upon Request of Generic and/or Participant Specific Documents Including Administrative Forms, Enrollment and Termination Materials, and Participant Statement Copies	99% of documents distributed within one business day of participant request. (Excludes enrollment material delays directly related to quarterly performance information updates required by FINRA)	Executed as part of automated processes. Accuracy consistent with minimum service standard unless otherwise disclosed.	1% of quarterly fees
Disbursements	99% of participant disbursement requests processed accurately within two business days of completed requests received in good order. Transactions must be entered by 4 p.m. EST or close of market due to shortened hours associated with early market close / holiday eves	Metric provided on the quarterly Empower Client Service Report	1% of quarterly fees
Contribution and Loan Repayment Processing	Contribution and loan repayment processing completed the same business following confirmation of totals provided in funding request to the plan sponsor and wire received by 4 p.m. EST. Wires received after 4 p.m. EST will receive the following days trade date.	Metric provided on the quarterly Empower Client Service Report	1% of quarterly fees
Submission of Feedback Files to Plan Sponsor Payroll/Third Parties	95% of interfaces and feed files will be accurate and provided within timeframe as mutually agreed by parties.	Metric provided on the quarterly Empower Client Service Report	1% of quarterly fees
Timeliness of Callbacks to Plan Sponsor	Same day assuming message left before 1:00 pm ET; if after 1 pm ET, call will be returned no later than 2:00 pm ET the following business day excluding Paid Time Off (PTO) days of the Relationship Manager or Client Service Manager	Ongoing, joint evaluation by Plan Sponsor and Relationship Manager	1% of quarterly fees

Sample

Plan Sponsor & Participant Service	Minimum Service Standard	Performance Measurement	Fees at Risk
Investment Transfers	99% of investment transfers processed accurately on the same business day if participant direction received in good order by Empower by 4 p.m. EST, early close time of investment, or close of market due to shortened hours associated with early market close or holiday eves	Executed as part of automated processes. Accuracy will be consistent with minimum service standard unless otherwise disclosed.	1% of quarterly fees
Participant Issue Resolution (inquires not handled on first call)	Average resolution time complex wide will be within 5 business days participant first call reporting issue assuming timely responses from Plan Sponsor (excludes death cases, QDRO cases or cases that involve feedback or information from third parties)	Evaluated as part of standard business process. Accuracy consistent with minimum service standard unless otherwise disclosed. Reported as part of the quarterly Empower Service Level Report	1% of quarterly fees
Deposits of Cash – Non Payroll Related Events	99% of cash received from Participants will be accurately processed within the following timeframes: All incoming cash received from the lockbox by the close of the NYSE will be logged, deposited and invested the same day as received. All incoming cash received from the lockbox after the close of the NYSE will be logged, deposited and invested on the next day that the NYSE is open for trading. All deposits subject to receiving requisite accompanying documentation in good order.	Metric provided on the quarterly Empower Client Service Report	1% of quarterly fees

Sample

[*The performance standards and revenue at risk information is provided for illustration purposes only. Empower will work the State of Delaware to determine the performance standards and revenue at risk applicable to an individual plan. Provided, however, in no event shall such agreed upon performance standards or revenue at risk exceed the performance standards or annual and quarterly revenue at risk specified herein.]

Empower shall not be liable for the performance standards and the revenue at risk stated herein for failure to meet any of the performance standards as a result of an interruption of any service provided under the Agreement or delayed or defective performance of such service arising out of war, natural disasters, acts of terrorism, loss of utilities, government restrictions, trading halts, exchange or market rulings, extraordinary market volatility or exchange conditions, disabling strikes or any other causes beyond its reasonable control. Empower shall maintain a reasonable disaster recovery plan and shall use its best efforts to resume services on a normal basis as soon as practicable.