

Delaware Master Directed Trust Agreement

between

The Office of the State Treasurer, on behalf of the Plans Management Board

and

Voya Institutional Trust Company, as Directed Trustee,

establishing trusts to fund the benefits payable to participants and their beneficiaries under

The State of Delaware Deferred Compensation Plan

and

The State of Delaware Match Plan

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DELAWARE MASTER DIRECTED TRUST AGREEMENT

This MASTER DIRECTED TRUST AGREEMENT (together with the schedules and appendices attached hereto, the “Agreement”), effective as of the 1st day October 2022, by and between the OFFICE OF THE STATE TREASURER (“OST”), on behalf of the DELAWARE PLANS MANAGEMENT BOARD (the “Board”), and VOYA INSTITUTIONAL TRUST COMPANY, as directed trustee (“Trustee”), (each a “Party,” and collectively the “Parties”).

Witnesseth

WHEREAS, pursuant to Chapter 60A of Title 29 of the Delaware Code, the State of Delaware (“Sponsor”) has established a deferred compensation program (“DC Program”) to create vehicles through which State employees may, on a voluntary basis, provide for additional retirement income security;

WHEREAS, the DC Program encompasses three distinct supplemental retirement plans: (1) the State’s deferred compensation plan under Internal Revenue Code (“IRC”) § 457(b) (the “457(b) Plan”); (2) the State’s employer match plan under IRC § 401(a) (the “401(a) Plan”); and (3) the State’s tax-sheltered annuity plan for certain education employees under IRC § 403(b) (the “403(b) Plan,”) (all three plans collectively referred to herein as the “DC Plans”);

WHEREAS, the DC Plans historically have been administered through an integrated platform offered by affiliated entities that provide recordkeeping, trust/custody and investment services for the DC Program (collectively, the “Program Manager”);

WHEREAS, as the result of a public procurement process, the Board, in December 2021, selected the incumbent providers - namely, Voya Retirement Insurance and Annuity Company (“VRIAC”), Voya Financial Partners, LLC (“Broker-Dealer), and Trustee - to continue

to serve as the Program Manager for the DC Plans in accordance with this Agreement and related agreements;

WHEREAS, this Agreement concerns only the assets and obligations with respect to the 457(b) Plan and 401(a) Plan;

WHEREAS, the assets and obligations relating to the 403(b) Plan are dealt with in a related custodial agreement and accompanying schedules and appendices and are not governed by this Agreement;

WHEREAS, pursuant to 29 *Del. C.* § 2722, the Board has responsibility for overseeing the administration of the DC Program and has authority to enter into contracts for any and all services which might be required to implement the DC Plans;

WHEREAS, pursuant to 29 *Del. C.* § 2722, OST is responsible for providing administrative support to the Board and the DC Program;

WHEREAS, the Sponsor established the DC Program for the benefit of certain employees and their beneficiaries described within each respective Plan's plan document;

WHEREAS, the 457(b) Plan and 401(a) Plan, as amended from time to time by the Board, provide that cash and other assets of the plans may be held and administered in trust (each a "Trust," and collectively the "Trusts");

WHEREAS, the Board desires to establish separate Trusts for the 457(b) Plan and 401(a) Plan, with each Trust to be held and administered in accordance with the terms of this Agreement;

WHEREAS, the Board intends that the 401(a) Plan shall qualify under Section 401 of the Code, that the 457 Plan shall be an eligible plan for purposes of Section 457 of the Code, and that the Trusts shall qualify as tax exempt trusts;

WHEREAS, the Board wishes to appoint Trustee as a directed trustee of the Trusts established hereunder and Trustee hereby accepts such appointment; and

WHEREAS, the Parties anticipate and agree that Trustee may assign certain duties arising hereunder to its affiliate or other agent(s) as permitted by this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Board and Trustee hereby mutually agree as follows:

Article I - Definitions

Section 1.1 Definitions

Unless the context otherwise requires or unless otherwise expressly provided, as used in this Agreement:

(a) “Administrator” means OST.

(b) “Agreement” means this trust agreement, including the schedules annexed hereto (collectively, including all attachments and documents incorporated therein, the “Schedules”), each of which is incorporated herein by reference and made an integral part hereof.

(c) “Authorized Instructions” means all directions and instructions to the Trustee from the Administrator, an Authorized Party or a Participant directing the Trustee with respect to a matter within the scope of the directing parties’ authority under this Agreement.

(d) “Authorized Party” means any person authorized by the Administrator in a writing delivered to Trustee to direct Trustee and otherwise act on behalf of the Administrator with the respect to this Agreement.

(e) “Code” means the Internal Revenue Code of 1986, as amended from time to time, and regulations issued thereunder.

(f) “Board” means the Plans Management Board established in 29 *Del. C.* §2722.

(g) “Effective Date” shall be the date specified in the preamble above.

(h) “Fund” means, with respect to each Plan covered by this Agreement, such sums of money and other property as shall from time to time be paid or delivered to Trustee pursuant to each Plan.

(i) “Participant” means a participant as defined in the relevant Plan.

(j) “Plans” means any employee benefit plan for which the Board has elected to create a separate trust to be administered in accordance with this Agreement and, as appropriate, the term Plan includes the written plan document establishing the Plan, and shall initially consist of the 457(b) Plan and the 401(a) Plan.

(k) “Scope of Services” means the Scope of Services, annexed hereto as Schedule A, which identifies the services to be provided by Trustee under this Agreement, whether directly or through its agents or affiliates.

(l) “Sponsor” means the State of Delaware in its capacity as such.

(m) “Trust” means, with respect to each Plan covered by this Agreement, all property, of any kind or nature, contributed, paid or delivered to Trustee hereunder, and all investments, reinvestments and proceeds thereof, and all gains, earnings and profits thereon.

(n) “Trustee” means the directed trustee hereunder, which shall initially be Voya Institutional Trust Company (“Voya”), including each successor trustee if and as appointed in accordance with the terms of this Agreement.

Article II- Creation; Purpose

Section 2.1 Creation

The Board hereby establishes a separate Trust for each of the Plans to be administered in accordance with this Agreement. The Board has the power to appoint and hereby appoints Voya to act as directed Trustee; and Voya hereby accepts the appointment to serve as the directed Trustee. The Trust Fund for each Plan shall include only such property, and earnings thereon, as is delivered to the Trustee from time to time in accordance with this Agreement and the terms of the relevant Plan. The Trust Funds shall not include any interest in any direct or indirect investments in real property, leaseholds, mineral interests or participations in real estate investment trusts or corporations organized under Section 501(c) or 501(c)(25) of the Code. Trustee shall have no responsibility for any property until the property is received and accepted by Trustee. Trustee and the Board agree that each, whether acting directly or through their respective affiliates, agents or other authorized representatives, and whether or not applicable to Voya in its capacity as Trustee hereunder or in its corporate capacity, shall perform all of the duties and fulfill all of the obligations described in and applicable to each pursuant to the terms and conditions of this Agreement, including the Schedules hereto.

Section 2.2 Purpose

The Trusts are established to fund the benefits payable to Participants and their beneficiaries under the Plans.

Section 2.3 Exclusive Benefit

As provided under Section 401 and Section 457 of the Code, and except as otherwise provided by law or this Agreement, at no time shall any part of the Funds be used for or diverted to any purpose other than for the exclusive benefit of Participants of the Plans. The assets

of the Funds shall be held for the exclusive purposes of providing benefits to Participants and, subject to prior written authorization of the Administrator, defraying the reasonable expenses of administering the Plans and the Funds.

Section 2.4 Domestic Trust

The Trusts shall at all times be maintained as domestic trusts in the United States.

Section 2.5 Prohibited Transactions

Neither Trustee, Sponsor, the Board, the Administrator, nor any Participant shall have the power or authority hereunder to knowingly enter into any transaction, engage in any activity, or direct the purchase or acquisition of any investment with respect to a Plan which would constitute a prohibited transaction under the Code for which a statutory or administrative exemption is not available.

Section 2.6 Participant Accounts; Directed Trustee

Trustee, acting at the direction of the Administrator or an Authorized Party, shall establish, within the Trust Fund of each Plan, an account (each an "Account"), with such subaccounts as are required pursuant to the relevant Plan, for each Participant in the Plan. Each such Account (and subaccounts within each such Account) shall be established, maintained and adjusted from time to time as required pursuant to the terms of the Plan governing the Trust Fund in which such Account is held. The Participants in each Plan shall direct the investment of their respective Accounts in accordance with the terms and conditions of the relevant Plan. With respect to each such Account and subaccount, Trustee shall exercise all investment powers granted to Trustee hereunder, or under applicable law, including, but not limited to, all powers granted in Subsections (a), (i) and (j) of Section 5.1 of Article V of this Agreement, and all powers relating to the acquisition, disposition, retention, management, and voting of assets held in the Account,

only upon the written direction of the Participant with respect to whom the Account has been set aside. As provided in Section 3313(b) of Title 12 of the Delaware Code, neither Trustee, the Sponsor, the Administrator, the Board, nor any other fiduciary hereunder or under the Plan shall have any liability for any action taken at the direction of a Participant pursuant to this Section 2.6 except on account of such fiduciary's own willful misconduct proven by clear and convincing evidence in the court then having primary jurisdiction over the Trust.

Trustee will make distributions from the Plans in accordance with Authorized Instructions as set forth in the Scope of Services. To the extent Trustee follows such Authorized Instructions, Trustee is not obligated in any manner to ensure a distribution complies with the terms of the Plans, that a Participant or beneficiary is entitled to such a distribution, or that the amount distributed is proper under the terms of the relevant Plan. If there is a dispute as to any such distribution, Trustee may decline to make such distribution until the propriety of such distribution is determined by a court of competent jurisdiction or Trustee has been exculpated to its reasonable satisfaction.

Section 2.7 Board Representation

The Board represents that each of the Plans meets the applicable requirements of the Code. The Board agrees to immediately notify Trustee if a Plan hereunder ceases to qualify as tax exempt. The Board shall be responsible for verifying that while any assets of a Plan are held in a Trust hereunder, such Plan is "qualified" or "eligible" within the meaning of the applicable Sections of the Code.

Section 2.8 Standard of Care

In performing any responsibilities hereunder, Trustee, its affiliates and their agents shall perform their responsibilities hereunder with the integrity, care, skill, prudence, and diligence

under the circumstances then prevailing which financial institutions in the business of providing global Trustee services, acting in a like capacity and familiar with such matters would use, and with due regard to the fact that they are acting with respect to the assets of a retirement benefit plan. Nothing in this Agreement is intended to give the Trustee, its affiliates or agents discretionary authority or control with respect to the management or administration of a Plan or the management or investment of the assets of a Plan. Notwithstanding the foregoing, Voya acknowledges and agrees that to the extent Trustee, its agents and affiliates exercise discretionary authority with respect to any assets of an Account, it will be acting as a fiduciary on behalf of the Plan and the Participants. Trustee shall not be liable for any act, or failure to act, pursuant to this Agreement, except to the extent such liability is the direct result of (i) Trustee's negligence, fraud or willful misconduct in the performance of a responsibility hereunder, (ii) Trustee's breach of its responsibilities under this Agreement, or (iii) the negligence, fraud or willful misconduct of any of Trustee's affiliates or agents in the performance of Trustee's duties and responsibilities hereunder. No Trustee hereunder shall be liable for the acts or omissions of any predecessor or successor trustees, except as provided by 12 *Del. C.* § 3544.

Article III -Administration of Plans

Section 3.1 Payment of Benefits

Trustee shall make distributions and payments from the Trust Fund for each Plan solely in accordance with Authorized Instructions as set forth in the Scope of Services. Any moneys or other property distributed or paid over by Trustee pursuant to this Section 3.1 shall no longer be part of a Trust hereunder.

Section 3.2 Reliance on Administrator

Each direction to Trustee under Section 3.1 shall constitute a representation and warranty by the Administrator that such direction is in accordance with this Agreement, the relevant Plan and applicable law, and Trustee shall have no duty to make any independent inquiry or investigation before acting upon such direction, or to see to the application of any moneys or other property so paid.

Section 3.3 Trustee Not Responsible for Administration of the Plans

Except as set forth in the Scope of Services, Trustee shall not be responsible in any way for the determination, computation, payment or application of any benefit or for any other matter affecting the administration of the Plans delegated to the Board or the Administrator under a Plan, or any organization, entity, committee or other person to whom such responsibility is delegated under the Plans.

Section 3.4 Trustee Not Responsible for Enforcing Contributions or for Sufficiency of Account

Except as set forth in the Scope of Services, Trustee shall not be responsible for enforcing payment of any contribution to any Trust hereunder, for the timing or amount thereof, or for the adequacy of any Trust hereunder or any part thereof or the funding standards adopted for the Plans to meet or discharge any liabilities of the Plans or any Trust hereunder. Trustee has no duty to inquire into the source of any money or property transferred to it nor to inquire into the authority or right of the transferor of such money or property to transfer such money or property to Trustee. Trustee does not have any duty to see that the contributions received by it comply with the provisions of the Plan nor is Trustee obligated to collect any contributions from the Sponsor

or Administrator; provided, however, that Trustee will undertake such reasonable collection efforts as directed by Authorized Instructions.

Section 3.5 Plan-to Plan Transfers/Rollovers

If a Plan permits plan-to-plan transfers or rollovers, Trustee shall take such action as is necessary or desirable to accomplish any such matter, all pursuant to appropriate directions from the Administrator or an Authorized Party. Except as otherwise set forth in the Scope of Services, the Administrator shall separately account for any such plan-to-plan transfers or rollovers and shall be responsible for determining that any such transfers or rollovers comply with applicable law.

Article IV - Investment of Trusts

Section 4.1 Administrator Authority

Subject to Sections 4.2 and 4.3, each Participant, with respect to such Participant's Account, shall possess all discretionary authority for the investment of the Account.

Section 4.2 Investment Options and Decisions

The assets of each Fund hereunder shall be invested and reinvested among the investments selected by the Board as set forth in the Scope of Services. The Plans permit Participants to direct the investment of their individual Accounts among investment options selected by the Board. Except as otherwise set forth in the Scope of Services, the Trustee shall have no responsibility for (i) selecting or providing advice with respect to the selection of any investments offered under the Plans, (ii) determining or reviewing any securities or other property purchased for or held by the Plans, or (iii) providing advice with respect to the purchase, retention, redemption or sale of any securities or other property of the Plans.

Section 4.3 Participant-Directed Brokerage Accounts

Trustee shall, if so directed by the Administrator, segregate all or a portion of one or more Accounts held in a Fund into one or more separate participant-directed brokerage accounts (each a “Participant-Directed Brokerage Account”). Participant-Directed Broker Accounts may be invested by a Participant in investments selected solely by the Participant, subject to such limitations as may be determined by the Board from time to time, and not solely among the eligible investments otherwise applicable to Participant Accounts. The Board shall communicate any such limitations in writing to the Trustee. The Trustee, either directly or through its agent or affiliate prudently selected by Trustee and approved by the Board, shall invest and reinvest the assets of each such Participant-Directed Brokerage Account solely in accordance with the written directions of the Participant. Trustee shall be fully protected in relying upon the direction of the Participant as provided in Section 2.6 of this Agreement.

Section 4.4 Reliance on Administrator and Participants

Trustee shall have no investment responsibility with respect to any Trust hereunder and shall have no duty to inquire into the directions of the Participants, to solicit such directions, to determine such directions are in compliance with the provisions of the Plan, or to review and follow the investments made pursuant to any such directions, other than to the extent required by law. Any such investment direction shall constitute a representation and warranty that the transaction will not constitute a prohibited transaction or other violation under the Code and that the investment is authorized under this Agreement, the Plans, any other applicable agreement affecting investment authority under the Plans or any applicable law.

Article V - Powers of Trustee

Section 5.1 General Powers

Trustee shall be authorized and empowered to exercise any and all of the following rights, powers and privileges with respect to any Trust hereunder:

(a) Subject to any applicable restrictions conveyed to Voya in accordance with this Agreement, to invest and reinvest the principal and income of the Trust Funds, without distinction between principal and income, in eligible securities as, but not limited to, common stocks, preferred stocks, bonds, bills, notes, commercial paper, debentures, mortgages, equipment trust certificates, investment trust certificates, partnership interests and also in other investments.

(b) To receive any and all money and other property of whatsoever kind or nature due or owing or belonging to a Trust in accordance with a Plan or the Scope of Services.

(c) To hold property of any Trust hereunder in book entry form, either directly or through an agent, provided that the Trustee's records indicate that such property is held for the exclusive benefit of the respective Plan and its Participants.

(d) To make distributions and disbursements from the Fund and carry out related tax withholding remittance and reporting obligations under Federal, state and local law.

(e) Until Authorized Instructions are received, to hold assets of a Fund uninvested, or invest such Fund assets in a domestic bank account, and the Trustee may retain any earnings on such deposits as part of its compensations for services hereunder.

(f) Subject to Board approval, to settle, compromise, or submit any claims, debts or damages due or owing to or from any Trust hereunder; to commence or defend suits or legal proceedings; and to represent the Trusts in all suits or legal proceedings in any court of law or

equity or before any other body or tribunal, insofar as such suits or proceedings relate to any part of any Trust hereunder or the administration thereof.

(g) Subject to Board approval, to borrow money from any source as may be necessary or advisable to effectuate the purposes of any Trust hereunder.

(h) To generally take all actions, execute all instruments, and exercise all rights and privileges with relation to any Trust hereunder, whether or not expressly authorized, as Trustee is directed or in its sole discretion deems necessary or desirable, subject however to the directions by an appropriate party as set forth in this Agreement.

(i) Subject to Board approval, including as may be permitted by any proxy policy adopted by the Board, to exercise voting, proxy, tender offer and similar rights incident to the ownership of any securities held in any Trust hereunder.

(j) To sell, exchange, convey, transfer or otherwise dispose of any such property at public or private sale, for cash or credit, or partly for cash and partly for credit, and with or without notice or advertisement of any kind.

(k) To collect and receive any and all money and other property of whatsoever kind or nature due or owing or belonging to any Fund hereunder and to give full discharge and acquittance therefore.

(l) Solely upon the written direction of the Administrator or an Authorized Person, to apply for and procure from an insurance company annuities or other contracts on the life of any Participant; exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity or other contracts; and collect, receive, and settle for the proceeds of any such annuity or other contracts as and when entitled to do so under the provisions thereof.

(m) Solely upon the written direction of the Administrator or an Authorized Person, to enter into a transfer agreement with the trustee of another qualified retirement plan and to accept a transfer of assets from such retirement plan on behalf of any eligible Participant. Trustee is also authorized, upon the written direction of the Administrator, to transfer some or all of a Participant's vested account balance to another qualified retirement plan on behalf of such Participant.

(n) Subject to Board approval, to appoint, employ and remove agents, including any such agents affiliated with, or otherwise related to Trustee; and to delegate to such agents any of the discretionary and nondiscretionary powers granted to the Trustee.

(o) To execute and deliver any and all instruments in writing which may be necessary to carry out any of the foregoing powers. No party to any such instrument in writing signed by the Trustee shall be obliged to inquire into its validity.

Section 5.2 Valuations

Trustee shall periodically determine the market value of the assets of each Trust hereunder at such times and in accordance with such procedures as are provided by the relevant Plan, or, in the absence thereof, Trustee shall determine such values in accordance with methods consistently followed and uniformly applied. With respect to assets without readily ascertainable market values, Trustee may rely for all purposes of this Agreement on the latest valuation and transaction information submitted to it by the person responsible for the investment. The Administrator shall, to the extent it is able, cause such person to provide Trustee with all information needed by Trustee to discharge its obligations to value such assets and to account for such assets under this Agreement.

Article VI- Records and Accounts of Trustee

Section 6.1 Records

Trustee, either directly or through its designated agent or affiliate, shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions of each Trust and each Account and subaccount held hereunder, and all accounts, books and records relating thereto shall be open to inspection and audit at reasonable times during normal business hours by any person designated by the Administrator.

Section 6.2 Periodic Accounts

Trustee, either directly or through its agent or affiliate, shall maintain a separate Account and such subaccounts as are required by the relevant Plan for each Participant with respect to each Plan in which they participate. On a quarterly or if agreed upon by the parties, more frequent basis, Trustee shall furnish each Participant with a summary of all receipts, disbursements, investments and other transactions affecting their respective Accounts and subaccounts during the period from the date of the last accounting. After any disbursement from a Participant Account, Trustee shall furnish the Participant with a detailed accounting of such disbursement. Trustee shall provide a report of the assets of each Fund hereunder to the Board and provide record keeping services as set forth in the Scope of Services.

Section 6.3 Tax Returns and Tax Withholding and Reporting

Sponsor, the Board and OST have sovereign immunity and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable with respect to any Trust Fund held hereunder. To the extent an Authorized Party has provided necessary information to Trustee, Trustee shall use reasonable efforts to assist such Authorized Party to notify the

Administrator and/or Participants (as may be appropriate under the circumstances) of any responsibility for payment of taxes, withholding, certification and reporting requirements, claims for exemptions or refund, interest, penalties and other related expenses of the Fund (“Tax Obligations”), including, but not limited to, any such liability for foreign taxes. Notwithstanding the foregoing, Trustee shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the Funds by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Trustee is responsible under any applicable law for payment of any Tax Obligation on behalf of any Trust or Fund hereunder, the Administrator shall cause the appropriate Authorized Party to inform the Trustee of all Tax Obligations, shall direct the Trustee with respect to the performance of such Tax Obligations, and shall provide the Trustee with all information required by the Trustee to meet such Tax Obligations.

Article VII - Trustee’s Rights/Limitation of Trustee’s Responsibility

Section 7.1 Authorized Parties

The Administrator shall, concurrently with the execution of this Agreement, furnish Trustee with an updated, written list of the names, signatures, and extent of authority of each Authorized Party who is authorized to direct Trustee and otherwise act on behalf of the Administrator under the terms of this Agreement. Trustee shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by an Authorized Party until notified in writing by the Administrator of a change of the identity or extent of authority of an Authorized Party.

Section 7.2 Reliance by Trustee

Unless it has actual knowledge to the contrary, Trustee shall be entitled to rely upon information, including each representation, notice, direction, certificate and other communication,

furnished by or on behalf of the Board or the Administrator. Trustee shall be protected to the extent the law, including Section 3313(b) of Title 12 of the Delaware Code, permits in acting in accordance with and reasonably relying upon such representations, information, notices, directions, certificates and other communications. Trustee shall be under no duty to make any inquiry or investigation in connection therewith except where reliance would be unreasonable under the circumstances.

Section 7.3 Trustee May Employ Agents

Trustee may from time to time employ and consult with counsel and shall be protected to the extent the law permits in acting upon such advice of counsel. Trustee may also from time to time employ accountants and other agents as may be reasonably necessary in administering and protecting the Trust, and Trustee may pay such counsel, accountants and other agents reasonable compensation, which shall be included in the overall 6.5 basis points referenced in Schedule B “Payment Schedule” of this Agreement. Trustee shall at no time be obligated to institute any legal action or to become a party to any legal action unless Trustee shall have been indemnified to its reasonable satisfaction for any fees, costs and expenses to be incurred in connection with such legal action. To the extent that the Trustee may incur fees for services beyond those contemplated by this Agreement, it shall only be entitled to reimbursement if it obtains prior approval from the Board.

Section 7.4 No Obligation to Act on Unsatisfactory Notice

Trustee shall not be liable for any failure to act pursuant to any notice, direction or any other communication from the Sponsor, the Administrator, a Participant, or any other person or delegate of any of them unless and until it shall have received directions in the form specified in this Agreement.

Article VIII- Compensation

Section 8.1 Payment of Compensation and Expenses

(a) Fees: The Trustee's fees for services under this Agreement are set forth in this Agreement including the attached **Schedule B** and may be modified from time to time by further agreement by the Parties.

(b) Expenses: No additional expenses, other than those set forth in this Agreement, will apply, but expenses may be modified from time to time by further agreement by the Parties.

(c) Contributions: Trustee uses an account that is held for the benefit of the Plan to receive and hold contributions or other amounts to be invested in the Funds hereunder. Trustee is unable to invest contributions or other amounts until Authorized Instructions are received in good order. Trustee receives float income during any waiting period for Authorized Instructions. For Authorized Instructions received in good order by the close of the New York Stock Exchange (normally 4:00 p.m. Eastern Time), Trustee will process the contributions or other amounts on that business day. For Authorized Instructions received in good order after the close of the New York Stock Exchange, Trustee will process the contributions or other amounts on the next business day.

(d) Distributions: Trustee will receive float income in connection with distributions and disbursements during the period of time commencing when an amount is redeemed from any Fund hereunder to fund a distribution or disbursement check and ending when the check is paid.

Article IX - Term, Resignation and Termination

Section 9.1 Term; Resignation

The appointment of the Trustee and the initial term of the Agreement shall be for five (5) years from the Effective Date, provided that this initial term can be extended at the Board's sole option for up to three (3) additional one-year terms upon written notice to Trustee. Trustee

may resign as Trustee hereunder upon one hundred and eighty (180) days' written notice delivered to the Administrator. In the event of such resignation, or expiration or termination of the Agreement, a successor Trustee will be appointed by the Administrator, and the Trustee shall at its expense provide transition services and cooperate in the transition of services, including the services of its agents and affiliates, and shall transfer to the successor Trustee any Fund hereunder, less such amounts as may be earned as compensation as provided in Schedule B.

Article X – Amendment or Termination of Agreement

Section 10.1 Amendment of Agreement

Trustee shall have all additional powers and authority necessary or desirable, in the sole judgment of the Board, for prompt and effective administration of the Trusts created hereunder, unless the particular power or authority is specifically denied by this Agreement. The Board may amend any portion of this Agreement in writing from time to time to state expressly any such additional powers and authority or otherwise to change the provisions of this Agreement in any manner that the Administrator deems necessary or advisable. Nevertheless, no power granted to the Board in this Section 10.1 grants any implied power to change beneficial interests under any Trust, to increase the duties or responsibilities of Trustee without Trustee's consent, or to amend this Agreement in any manner that would cause all or any portion of a Plan to be disqualified under Code Section 401 or to cease to be eligible under Code Section 457. In exercising these powers and in amending the provisions of this Agreement, the Board shall observe the standard of care set forth in *29 Del. C. § 2722(d)(1)*.

Section 10.2 Termination of Agreement

This Agreement may only be terminated as provided in the Standard Terms and Conditions attached as **Schedule C** hereto.

Article XI -Termination of Plan

Section 11.1 Amendment or Termination of Plan

Except for any amendment necessary to maintain, correct, or establish compliance with the Code and any applicable laws and regulations, if the Board alters, modifies, amends or terminates any Plan in whole or in part, the Administrator shall give written notice to Trustee promptly of such alteration, modification or amendment. Upon termination of one or all of the Plans, Trustee shall distribute all assets then constituting the Fund of such Plan or Plans, less any fees and expenses then owed with respect to such terminated Plans, pursuant to the instructions of the Administrator and in accordance with the Code and applicable law. Trustee shall be entitled to assume that such distributions are in full compliance with the terms of any such terminated Plan and applicable law.

Article XII –Insurance

Section 12.1 Insurance

Trustee shall maintain the types and levels of insurance identified in the STCs at all times while serving as Trustee of any Trust hereunder. The Administrator or an Authorized Person may, from time to time and in its sole discretion, alter the types or levels of required insurance coverage in a writing delivered to Trustee.

Article XIII –General Provisions

Section 13.1 Spendthrift Provision

Except to the extent permitted by applicable law and the Plans, no beneficial interest in any Trust created hereunder, whether in income or in principal, shall be subject to anticipation, assignment, pledge, sale or transfer in any manner, and no Participant or other beneficiary of any such Trust or other person interested therein shall have the power to anticipate,

encumber or charge his or her interest therein, and no Trust Fund or Account held hereunder shall be liable for or subject to the debts, contracts, obligations, liabilities or torts of any Participant or other beneficiary of any such Trust or other person interested therein.

Section 13.2 Effect

All persons at any time interested in a Trust hereunder shall be bound by the provisions of this Agreement and, in the event of any conflict between this Agreement and the provisions of a Plan or any instrument or agreement forming part of a Plan, the provisions of this Agreement shall control, except to the extent that such construction would cause the termination, ineligibility or disqualification of a Plan or otherwise violate state or federal law.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement effective as of the date first written above.

VOYA INSTITUTIONAL TRUST COMPANY

By: *J. Denise Jackson*

Name: J. Denise Jackson

Title: President

Voya Institutional Trust Company

**STATE OF DELAWARE,
OFFICE OF THE STATE TREASURER**

By: *Colleen C. Davis*

Name: Colleen C. Davis

Title: State Treasurer

STATE OF DELAWARE RETIREMENT PLANS
Schedule A: Scope of Services

General Requirements

The Trustee, by and through its affiliates VRIAC (also referred to as “Contractor”), Voya Financial Advisors, Inc. and Voya Financial Partners, LLC (collectively referred to herein as “Broker-Dealer”), agrees to provide the Plan with the services listed within this Schedule for the term of this Agreement. For purposes of this Schedule, all references to “participant” are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees. References to “Plan Sponsor” shall refer to “Sponsor.” Trustee and its affiliates shall comply with the Board’s Investment Policy Statement for the Plans, which shall be available upon request.

It is the intent of the Board and OST that the Trustee provide an optimal platform for all Plans including (i) a full suite of reporting services to deliver timely accounting and performance information, participant demographics and plan activity to the fiduciaries; and (ii) the ability to handle multiple administrative tasks

1. Full administration and recordkeeping/plan servicing
 - a. Administration
 - i. Ongoing allocation of Plan contributions received in good order to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis. For purposes of this provision, Plan contributions are deemed to include non-routine contributions, such as rollovers or plan to plan transfers, if permitted under the Plan.
 - ii. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the OST or the Board. Any delegation of the Administrator’s role of authorizing or approving transactions under the Plan to the Trustee will be as directed later within this Schedule or other written instrument between the parties. Such direction shall not be construed as delegating Trustee discretion with respect to such decision.
 - iii. Ability to provide complete outsourcing of the following internal administrative functions with limited employer involvement:
 1. Enrollments, including the ongoing provision of employee enrollment and education services, and the provision of communication packages which includes the necessary information for employees to enroll and make investment choices.

2. Employee elective deferrals, including the election to defer sick and vacation pay upon termination
3. Beneficiary designations, including the ongoing maintenance of participant beneficiary designations under the Plan based upon mutually agreed upon procedures which shall be reflected in the Plan document. Participants may designate a beneficiary via the Trustee's participant internet site or by speaking with a customer service representative via a toll-free telephone line. Alternatively, participants may designate a beneficiary by completing and submitting a paper form.
4. Death benefit requests
5. Withdrawals, including approval of Unforeseeable Emergency/Hardship distributions and the ongoing processing of participant-initiated benefit payment requests received in Good Order, calculation and withholding of federal and state taxes, and the provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year. The Trustee will provide ongoing review and processing of participant unforeseeable emergency or hardship withdrawal requests on behalf of the OST, based on the standard for the review, qualification and processing of these withdrawals as provided in Appendix V to Schedule A.

The Trustee will make a determination (approval and/or denial) within 5 business days of receipt of the request, and supporting documentation, in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with payment being mailed or made available electronically through ACH no later than 7 calendar days following the date of favorable determination.

Permitted Frequency – There shall be no restrictions on how often a participant may request an in-service withdrawal.

Permissible In-Service Withdrawal Related Provisions

The Contractor's ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the Administrator, shall be based on mutually acceptable procedures for the review and processing of these types of requests.

Withdrawal or transfer requests are processed as of the date received in Good Order, with payment being mailed or made available electronically through ACH no later than 7 calendar days following the date the request is received in Good Order.

Administrator Benefit Payment Related Provisions

The Trustee will provide ongoing review and processing of participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) due to participant's separation from service or death, on behalf of the Administrator, based on mutually acceptable procedures for the review, qualification, and processing of these requests. OST is responsible for providing the Trustee with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant's separation from service or death. In those individual circumstances where the Trustee does not have a beneficiary designation on file for the participant and where the Plan does not provide direction to make payment to the estate of the account holder, the Trustee will seek written direction from the Administrator as to who to make payment to pursuant to the Plan. The Trustee may not make the applicable benefit payment request transaction and/or paperwork available to the participant until the termination data is received from OST in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through ACH. Accounts with administrative holds due to federal tax levies will not be distributed to the participant until such time that the federal tax levy is satisfied or as otherwise resolved. Once the participant has a triggering event, or requests a distribution, if evidence of payment of federal tax levy is not received, the Trustee will first make payment to satisfy the federal tax levy and then may any remaining distribution amount to the participant.

At the Administrator's direction, participants who have had a request denied shall be given the opportunity to appeal to the

Administrator for a review and final disposition of the determination.

6. Domestic Relations Orders, including the ongoing review and processing of DROs on behalf of the Administrator, based on the standard for the review, qualification and processing of DROs as provided in Appendix VI to Schedule A.

The Trustee will make a determination within 5 business days of receipt of a DRO in Good Order. If the request is approved, the request will be processed as of the date of favorable determination; with confirmation being mailed.

If a DRO is not received in good order, the Trustee will work with the respective parties until the order is presented in Good Order.

7. Assist Administrator with Section 457 (3-year) Catch Up for years that participants actually participated in the plan while Contractor serviced the Plan. **Note:** Since Section 457 (3-year) Catch Up involves years other than those in which Contractor services the plan, this will still be a process that involves the Administrator.
8. Tracking of IRC limits, including notification to the employer for current or potential violations. Trustee will perform one test per month beginning in October through December on each participant account per Plan covered by this Agreement for the limit on elective deferrals pursuant to Code section 457(e)(15) and on the annual additions limit in accordance with Code section 415(c), if applicable. The Contractor's dedicated plan manager provides reports to identify any participant who is approaching their contribution limit, and any participant who is over the contribution limit. Excess contribution refunds are generally made back to the submitting payroll office. If directed by the Administrator, the Trustee also supports direct refunds to participants with the appropriate tax reporting.
9. Rollover contributions, including ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Administrator, shall be based on mutually acceptable procedures for the review, and processing of these types of requests. Incoming rollover and transfer requests determined to be in Good Order will be processed on the same business day as the assets are received by the Contractor.

10. Minimum required distributions, including ongoing processing of Required Minimum Distributions (“RMD”) in accordance with the rules of Code Section 401(a)(9) for eligible Plan participants and their beneficiaries as follows:

Participants: With respect to the 457 and 401 Plans the Trustee is directed by the Administrator to calculate the RMD amount and distribute the RMD amount. The Trustee shall calculate the RMD in the following manner.

For participants with either (1) no beneficiary, (2) a non-spouse beneficiary, (3) a spouse beneficiary without a date of birth, or (4) a non-individual beneficiary (e.g., charitable organization), calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the distribution period under the Uniform Lifetime Table using the participant’s age on 12/31 of the current year.

For participants with a spouse beneficiary more than 10 years younger than the participant, calculate the current year RMD by dividing the account balance on 12/31 of the prior year by the combined life expectancy factor under the Joint and Last Survivor Table using the ages of the participant and the spouse beneficiary on 12/31 of the current year.

For participants who are at least 72 years of age (or such other age as set forth in applicable RMD regulations) in a calendar year and have separated from service with their employer, any distribution requested will first be reduced by the applicable RMD for the distribution calendar year.

Beneficiary(ies): In the absence of an affirmative election or instructions received in Good Order from the beneficiary (ies), the Administrator directs the Trustee to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Trustee has received in Good Order proper notification of the participant’s death and complete beneficiary(ies) information (including the complete name and address of the beneficiary(ies)). In situations where the life expectancy rules are not available for the calculation of the RMD either because the Trustee has not received the requisite information by the date for issuing RMD payments or the beneficiary is not entitled to receive RMD under the life expectancy rules, the Administrator directs the Trustee to apply the applicable ten-year payout rule and force out a lump sum by December 31st of the tenth year following the year of the participant’s death.

The Board acknowledges that the Trustee shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan participants, or beneficiaries may incur as a result of the Contractor's failure to calculate and distribute the RMD amount where the failure is due to OST's, the Plan participant's or the beneficiaries' failure to provide the required information in a timely manner.

11. Automatic cash out of small balances for terminated participants
 12. Purchase of service credits
 13. Recontribution of Coronavirus-related distribution
-
- iv. Ability to accept payroll and indicative data files from a third-party vendor utilizing the file specifications provided in the RFP
 - v. Daily account valuation. Plan and participant account reconciliation on a daily basis. Daily access to account information, including balances, exchanges, withdrawals and investment mix election, updated on a daily basis
 - vi. Ability to accommodate multiple payroll remittance files with differing payroll processing schedules (e.g., weekly and semi-monthly)
 - vii. Ability to maintain the split between pre-tax and Roth 457(b) contributions and to maintain participant's cost basis for distribution purposes. The Trustee must be able to track the IRC limits across both source types if a participant elects to utilize both in their retirement strategy
 - viii. Ability to maintain and store beneficiary designation forms for all plans electronically, display on the website and participant statement
 - ix. Recordkeeping Multiple Payroll Locations

As an optional service to the Board, the Trustee may maintain participant data by payroll location as provided by OST.

OST elects to utilize the Contractor's multiple payroll location

recordkeeping service as described above.

If OST has elected the Contractor's multiple payroll location recordkeeping service, the Trustee may segregate OST reporting (available via the Sponsor Web) by payroll location. Should OST elect this optional service, the participant's location code or indicator must be included in the census or payroll data files submitted by OST. If the division / sub-location indicator for a participant is blank, a default indicator will be assigned to the participant's account.

OST elects to utilize the Contractor's plan sponsor reporting by payroll location service as described above.

- x. Provision of Certain Participant Information: OST or its authorized representative shall facilitate the transmission to the Trustee of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; loan information; and deferral amount information. The Trustee shall be able to rely on the information provided by the OST. We are not responsible for any errors, omissions or other inaccuracies in the data you or an unaffiliated third party, including without limitation, prior Trustee, its agents and affiliates furnish us. Over the term of this Agreement, the Trustee and the Administrator will develop procedures for the Administrator to notify the Trustee of changes in employment status and, to the extent OST has knowledge of the death of any participant, the Administrator will notify the Trustee of such death. The Administrator shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.

- xi. OST directs the Trustee to place an administrative hold on a participant's account upon receipt of a signed or draft domestic relations order (DROs) or joinder, federal tax levy, or upon the receipt of other types of court orders that assert a claim to plan benefits. Placing an administrative hold on the participant's account(s) will prevent the participant from taking distributions, including loans. The participant will continue to have the ability to make allocation changes and fund transfers to his/her account. With the exception of DROs, the restriction will remain on the account until such time that the Trustee is advised to remove the administrative hold either by OST or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

Administrative holds placed on a participant's account due to DROs shall remain on the account for a period up to 18 months, or if earlier, until the date the Trustee is advised to remove the administrative hold either by OST or a court order indicating that the matter has been resolved and the hold is no longer needed. If a subsequent order is received a new 18-month period will be activated.

Notwithstanding the foregoing, with respect to joinders issued pursuant to 1 the Trustee receives either: (1) a DRO; (2) a court order vacating/dismissing the joinder; or (3) or a final judgment that awards the participant all of the plan benefits.

- xii. The Trustee will determine the validity of the documentation received relative to a power of attorney, guardianship or conservatorship. Once the documentation is determined to be in Good Order, the Trustee will set up or modify the existing account as directed in the documentation received.

b. Reporting

- i. Provide OST the ability to access the following reports via the employer-level website as well as provide such reports in an employer-level summary upon request:
 - 1. Participation rate
 - 2. Average employee contribution
 - 3. Employee investment allocation
 - 4. Average number of funds used per participant
 - 5. Average number of participants invested per fund
 - 6. Hardship distributions with distribution date on a rolling six-month basis
 - 7. Terminated participants who are age 70½, and age 72, or older
 - 8. Inactive participants with balances under \$1,000/\$5,000

9. Terminated participants with remaining balances
10. Detailed reports on the specific segments of the employee population (e.g., by location, age)
11. Capacity to provide customized “ad hoc” reports (e.g., participant statistics)

c. Cybersecurity & Disaster Recovery

- i. Existence of at least two fully redundant call centers in the event that one call center experiences an outage or other service disruption, and the ability to automatically reroute calls from one center to another in the event of a service disruption
- ii. Ability to modify voice scripts and website content within 24 hours in the event of service disruption
- iii. Disaster recovery testing that occurs at least annually
- iv. Processes and procedures that protect participants’ personal information including a periodic audit and assessment of overall systems.

d. Communication & Education

The Plans Management Board and OST expect the Trustee to customize targeted communication and education strategies for all plans based on identified participant demographics and offer peer group comparison to the fiduciaries. Trustee must design and document strategies to promote plan participation rates and encourage increased contributions among active participants. This includes the development of Plan enrollment materials, including basic investment education material. The distribution of such materials, including the summary plan description or SPD, as provided by the Administrator, shall be as mutually agreed upon by the parties. Trustee will use multiple outreach channels including online services, telephone, in-person and via smart phone applications.

- i. The Trustee must lead (subject to OST direction) with the development and implementation of a financial education program incorporating aspects of the Plans to achieve OST’s goal of ensuring retirement readiness for employees.

- ii. The education program must include outreach to all eligible employees and will be designed with input from the selected Trustee. OST and/or any consultants/resources OST deems necessary.
- iii. OST anticipates an education program incorporating multiple delivery strategies/methods including but not limited to:
 - 1. A consolidated quarterly account statement incorporating the Plans, Social Security and Defined Benefit (i.e., state pension plan) projections for each participant, where applicable
 - 2. A potential annual benefits statement incorporating aspects of the Deferred Compensation and Defined Benefit plans as well as Social Security estimate that indicates a shortfall in retirement savings and the impact of increasing deferrals on reducing that shortfall
 - 3. Call center services, including access to customer service representatives via a toll free telephone line to respond to Plan participant inquiries, provide information about participants' accounts and investment options, help facilitate the enrollment of an employee into the Plan and to distribute administrative forms, as well as access to an automated voice response system via toll free telephone lines, through which participants may obtain updated account and investment information and initiate transactions permitted under the Plan.
 - 4. Provide a custom micro-site, branded to the State of Delaware that will house plan information, forms, tools and resources for the benefit of employees. This will include access through which participants may obtain updated account and investment information, and initiate transactions permitted under the Plan and request forms for initiating certain transactions as permitted under the Plan.
 - 5. Web-based tools and applications including, but not limited to, an aggregator service, calculators, and gap analysis tool
 - 6. Smartphone/tablet technology and applications
 - 7. The Trustee will provide a mobile account application for owners of iPhone[®], iPads, and Android[™] devices that offers both inquiry and transaction capabilities. The mobile app allows participants to check current balances, review history, personal rate of return,

change contribution rates, transfer between investment options, and enroll in the Plan.

8. Videos and/or video conferencing technology
 9. Group-level employee and one-one-one employee sessions conducted by tenured and licensed field representatives throughout the State. Field representatives must be salaried and adhere to the agreed upon rules of engagement. See Schedule A.
 10. Other new and innovative techniques/methods as developed.
- iv. The Trustee has an ongoing commitment to advancing the retirement readiness of your participants which includes our continued addition of self-service planning tools to the participant internet site along with the availability of phone and local Voya Financial Advisors representatives to assist individuals consistent with the negotiated Rules of Engagement for Designated Contractor (Voya) Plan Representatives contained herein. These services are offered outside of the recordkeeping services described in this Agreement. If individuals elect fee based services, fees are charged directly to the employee and will not be withheld from any plan participant account. In order to facilitate the delivery of the services, the Trustee may use participant data to the extent and for purposes authorized by the participant whose data is being used. Securities and investment advisory services offered through Voya Financial Advisors, Inc., member SIPC.
 - v. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards. Trustee shall open an office in Delaware for such purpose, at a location designed to meet the needs of the participants.
 1. Minimum criteria for Agents or licensed representatives access to the Plans
 2. Series 6/63 – Ideal is Series 7/65
 3. Currently licensed with a FINRA broker/dealer
 4. State of Delaware Insurance appointment
 5. Ideal candidate would have other industry credentials, i.e., CFP, CFS, CRPC, etc.
 6. Clean FINRA Form U4
 7. Phone/In person interview
 8. Commitment to abide by written Rules of Engagement

- vi. Ongoing facilitation of communications between the Contractor, the Administrator and the Plan participants based on mutually acceptable guidelines.

e. Compliance

Trustee will be required to provide plan accountants and outside auditors with quarterly/annual audited reports that fairly and accurately represent plan balances, cash transactions and performance. Vendor must insure all of their representatives understand plan specifics and are properly trained to comply with plan documents. In addition, the Trustee must fulfill the following functions:

- i. Ability to administer an individually designed plan document
- ii. Distribution of Form 1099 for all withdrawals
- iii. Comply with any changes that may occur as a result of new legislation or regulations
- iv. Ability to timely provide all necessary data to an independent auditor of the Plan as outlined in the RFP and to assign an internal resource to respond to inquiries by the auditor in a timely manner

f. Investment Management Services

- i. Open architecture mutual fund platform inclusive of a stable value/fixed fund
- ii. Self-directed brokerage window
- iii. Managed account services
- iv. Lifetime income investment and annuity products and services
- v. Financial advice and guidance
- vi. Ability to handle custom target date and other custom portfolios if desired by OST
- vii. Provide OST with quarterly financial reporting as requested

g. Expenses

Vendor is required to provide transparent disclosure, in an ERISA format, of all fees and expenses to all fiduciaries and plan participants. Recordkeeping and plan administration fees must be printed on participant statements in both a hard dollar and percentage basis. Fees to include:

- i. Fund management fees
- ii. Sub-transfer agent fees
- iii. 12b-1 fees
- iv. Finder's fees
- v. Shareholder servicing fees
- vi. Administration charges or fees
- vii. Brokerage fees or commissions
- viii. Any other revenue-sharing arrangements

2. Custodial trustee services

Administrative Requirements

1. Participant account statements and Administrator/Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals. Administrator agrees to review plan level reports, IRS filings and other report or documents produced by the Trustee and to promptly identify in writing any errors or discrepancies. The Trustee agrees to correct any errors it is promptly notified of without charge. The Trustee will not have any additional liability for errors, unless due solely to its gross negligence.
2. Participant account statements include detail regarding all transactions since the prior statement date. Based on mutually agreed upon procedures, the Trustee will provide outside assets on quarterly participant statements. The Administrator or its delegate, will be required to upload defined benefit information to the Trustee to have it appear on the participants' printed statements.
3. Under normal circumstances and unless otherwise authorized by the Administrator; if Administrator wishes for participant statements to include all three defined contribution Plans sponsored by the Administrator (linked statements), statements shall be mailed within 5 days of the end of a statement period. If the Administrator does not wish for linked statements, the statements for the 457 and 401 Plans shall be mailed within 15 days of the end of the statement period. Where a participant has more than one Plan account subject to this Agreement, the account statement will reflect all Plan account balances, unless you direct the Trustee otherwise.
4. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), will be made available to participants through the internet or a toll-free telephone number. Additionally, upon a terminated participant's request, a licensed representative will provide to the participant education and assistance on the available payout options.
5. Contributions determined to be in Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day's close of business of the New York Stock Exchange. Contributions received at any other time will be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit will be provided to OST or its designee by email. The Trustee shall notify OST by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Trustee will require OST to provide written consent for the Trustee to continue holding the amount of the contributions related to the not in Good Order transactions in a non-interest-bearing suspense account. If after 14 business days, the transactions remain not in Good Order, the

amount of the contributions received not in Good Order will be refunded to the Administrator.

6. All correspondence and marketing materials written specifically for the Administrator, the Plan participants and the Plan Sponsor's employees shall be provided to the Administrator or its designee for approval prior to the scheduled date of publication or distribution. This should include materials provided by third parties (e.g., Morningstar).
7. A calendar year-end report shall be delivered to the Administrator, by March 31st of the following year. The custom Plan Review book includes Plan-specific data on plan assets, participant counts and average balances, contribution and distribution activities, service utilization along with fund performance and Scorecard information. Industry benchmarking is available to help you compare your Plan to other comparable plans in the industry.
8. Although the plans are not subject to ERISA, the Trustee will provide fee disclosure to the Administrator in accordance with Department of Labor (DOL) regulation §2550.408(b)(2). The Board acknowledges it has received, understood and agrees to all pricing and fee information related to the services provided under this Agreement, including the investment expenses and indirect compensation disclosure document which collectively confirm with the United States Department of Labor Trustee, its agents and affiliates fee disclosure regulations under Section 408(b)(2) of ERISA.

The Trustee shall provide a 404(a)(5) participant fee disclosure to non-ERISA plan sponsors who intend to follow this ERISA requirement as a best practice; however, the Board will need to enter into an agreement with Trustee for such disclosure that is consistent with the U.S. Securities and Exchange Commission (SEC) no-action letter requirements.

9. The Trustee will maintain appropriate records and documents for not less than six years from document creation. Upon reasonable prior notice, each party will make available to the other such records and documents relating to this Agreement as may be required for a Plan audit, and as further set forth in Schedule D to this Appendix I.

The State of Delaware 457(b) and 401(a) Deferred Compensation Plans

Rules of Engagement for Designated VOYA Plan Representatives

In order to maintain right of access to employees eligible for, participants in, and beneficiaries of the State of Delaware **457(b) and 401(a)** Deferred Compensation Plans (each a "Plan" and collectively, the "Plans"), any VOYA employees designated by VOYA to serve as a Plan representatives ("Representatives") and his or her VOYA Regional Vice President ("RVP") must adhere to the following rules at all times when (i) providing education or Plan-related services and (ii) communicating with Plan participants or beneficiaries.

- ***Representatives will always act in the best interest of Plan participants and beneficiaries.***
- Representatives will limit their discussions with ***Plan participants and beneficiaries***, whether in group or individual meetings, to Plan related issues.
- All email correspondence between Representatives and Plan participants and beneficiaries will be sent through the Representative's Voya-approved email address.
- Representatives will use pre-approved Voya letterhead for all written or electronic communication.
- Representatives will submit any marketing materials or correspondence (letters, emails, etc.) concerning the Plans to their RVP for approval **prior to use**. The RVP will coordinate with and seek approval from the Contributions and Plan Management ("CPM") team within the Office of the State Treasurer prior to the use of any marketing materials or correspondence to Plan participants or beneficiaries.
- Representatives will not make investment recommendations regarding investment transactions, retirement accounts, or retirement distribution decisions. A "recommendation" includes any communication that, based on its content, context, and presentation, would be reasonably viewed as a suggestion that the Plan participant or beneficiary engage in or refrain from taking a particular course of action.
- Representatives will meet individually with (i) prospective Plan participants, (ii) actively employed Plan participants, and (iii) Plan participants who have separated from service or retired, in order to provide Plan-related education, including:
 - plan information, including enrollment and investment options and plan terms;
 - general financial, investment, and retirement planning information, including benefits of participation, benefits of increasing contributions, impact of withdrawals, pre-retirement counseling, and retirement income needs; and
 - asset allocation, including risk and return characteristics.

Representatives will assist Plan participants and beneficiaries with administrative requests, annual reviews, and needs-based educational tools and software programs (i.e., My Orange Money) so that participants and beneficiaries better understand their

sources of retirement income, including Plan benefits, pension benefits, social security, etc.

- Representatives will provide education to pre-retirees about deferring their accumulated sick and vacation time into the Plans, the benefits of leaving funds in the Plan, and using the trustee-to-trustee transfer process to buy pension service (if applicable).
- Representatives shall conduct themselves in a professional manner and adhere to all applicable state and federal rules and regulations.
- Onsite Representatives holding appropriate licenses may respond to Plan participant or beneficiary inquiries about ancillary products or services (e.g., life insurance and disability insurance) and may, under those limited circumstances only, offer to sell such ancillary products or services to Plan participants and beneficiaries. Representatives will not be subject to sales quotas for ancillary products or services, and all sales to participants and beneficiaries will be unsolicited. If a participant or beneficiary elects fee-based services, fees will be charged directly to the Plan participant or beneficiary and will not be paid from Plan assets. Representatives may use or access a participant's or beneficiary's data for such services only to the extent and for purposes authorized by the participant or beneficiary whose data is being used or accessed.
- In no event will Representatives charge for providing services properly rendered under the recordkeeping services agreement between VOYA and the State of Delaware related to the Plans.
- *Any* complaint filed by a Plan participant or beneficiary concerning a Representative will be forwarded to the CPM team and VOYA management immediately.

By signing below, I agree that I will abide by these Rules of Engagement and I further agree that I will no longer be permitted to serve as a Representative of the Plans if I fail to consistently meet these Rules of Engagement.

Agreed by:

Representative Name: _____

Representative Signature: _____

Date: _____

Witnessed by:

VOYA Regional Vice President, VOYA Financial Advisors, Inc.

STATE OF DELAWARE RETIREMENT PLANS

Appendix I to Schedule A: Plan Specifications

The following reflects the relevant provisions of the 457 and 401(a) documents that will govern the administration of the Plans. OST acknowledges it has reviewed and confirmed that these accurately reflect the provisions of the Plans as of the Effective Date of this Agreement.

1. Plan Information:

A. 457 Plan Information:

Plan Effective Date: July 1, 1971 Date Plan Last Amended: September 13, 2022

Plan Year: Calendar Year

Delaware does not offer any other 457(b) Plans.

B. 401 Plan Information:

Plan Effective Date: January 1, 2001 Date Plan Last Amended: September 13, 2022

Plan Year: Calendar Year

Delaware does not offer any other 401(a) Plans.

2. ERISA Status: The 457 and 401 Plans are not subject to Title I of the Employee Retirement Income Security Act of 1974 ("ERISA").

3. Contribution Sources.

A. The sources of contribution permitted under the 457 Plan are:

Employee Pre-tax

457 Rollover

Non-457 Rollover

Designated Roth Contributions

Roth 457(b) Rollover

Roth Non-457(b) Rollover

In Plan Roth Rollover of Distributable Amounts

Other: Recapture Option (e.g., Pre-tax Section 457 Catch-up)

Other: Roth Recapture Option (e.g., Roth Section 457 Catch-up)

B. The sources of contribution permitted under the 401 Plan are:

Employer Contribution: Matching Contribution

Rollover (*limited to rollovers from another 401(a) plan*)

Other: Transfer Account (*limited to trust-to-trust transfer from another 401(a) plan*)

4. Non-Routine Contributions

A. Non-Routine Contributions permitted under the 457 Plan:

Plan-to-Plan Transfers are not allowed into the Plan.

Rollovers into the Plan are allowed.

B. Non-Routine Contributions permitted under the 401 Plan:

Plan-to-Plan Transfers are allowed into the Plan.

Rollovers into the Plan are allowed.

5. Permissible In-Service Withdrawal Options

A. The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the 457 Plan (*check all that applies*):

- Unforeseeable Emergency Withdrawal
- In-Service Distribution of Rollover Account(s)
- In-Service Withdrawal for Governmental 457(b) Plans (aka de minimus withdrawal)
- Purchase of Governmental Defined Benefit Plan Service Credit (*Transferee Plan is limited to a State of Delaware Pension Plan*)
- Tax-Free Distribution for Health and Long-Term Care Insurance (for retired public safety officers)
- Age Based Withdrawal – *identify the age level to allow withdrawal* Age 59.5
- In-Plan Roth Transfer of Non-Distributable Amounts

B. The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the 401 Plan (*check all that apply*):

- Hardship Withdrawal
- Age 59 ½ (available to 401(a)/(k) and 403(b) plans only)
- In-Service Distribution of Rollover Account and/or Transfer Account
- Purchase of Governmental Defined Benefit Plan Service Credit
- Tax-Free Distribution for Health and Long-Term Care Insurance (for retired public safety officers)
- Normal Retirement Age – *identify the age level to allow withdrawal* _____
- Age Based Withdrawal – *identify the age level to allow withdrawal* ██████████

6. In-Plan Roth Transfer of Non-Distributable Amounts.

For In-Plan Roth Transfer of Non-Distributable amounts permitted under the 457 Plan, indicate from which source the participant may elect to transfer amounts from.

- Employee Pre-tax
- 457 Rollover
- Non-457 Rollover
- Other: Recapture Option (e.g., Pre-tax Section 457 Catch-up)]

Permitted Frequency – Default is no restrictions on how often a participant may request an In-Plan Roth Transfer of Non-Distributable amounts. If Plan provides for a restriction

describe here. *Leave blank if no restriction.*

one In-Plan Roth Transfer every calendar quarter semi-annual calendar year

Loans: Loans are not permitted under the 457 and 401 Plans.

Final Distribution Payment Options

A. The following payment options are available under the 457 Plan to a participant upon separation from service (*check all that applies*).

In cash (*check applicable option*):

[full lump sum only partial or full lump sum]

In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and his or her designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.

Applied to the purchase of an annuity contract (*must be checked if J&S annuity is the normal form of benefit under the Plan*)

Rollover to another eligible retirement plan or IRA

In-Plan Roth Rollover of Distributable Amounts

Plan to plan transfer (after severance from employment)

Combination of all permitted payment options

B. The following payment options are available under the 401 Plan to a participant upon separation from service (*check all that apply*).

In cash (*check applicable option*):

[full lump sum only partial or full lump sum]

In installment payments over a period not to exceed the life expectancy of the participant or the joint and last survivor life expectancy of the participant and his or her designated primary Beneficiary. This includes the Systematic Withdrawal Option (SWO) and Estate Conservation Option (ECO) as described in the product information booklet.

Applied to the purchase of an annuity contract (*must be checked if J&S annuity is the normal form of benefit under the Plan*)

Rollover to another eligible retirement plan or IRA

Combination of all permitted payment options

7. Money Source Withdrawal Sequence

A. The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the 457 Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Appendix VII to Schedule A.

Employee Elective Deferrals

[Recapture Option]

Rollovers from another 457 Plan

Rollovers from a 401 or 403(b) Plan or IRA

Designated Roth

[Roth Recapture Option]

Roth Rollovers from another 457 Plan

Roth Rollovers from a 401 or 403(b) Plan

In Plan Roth Rollover

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the 401 Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Appendix VII to Schedule A.

Rollover

[Transfer Account]

Employer Matching Contribution

8. Mandatory Distributions: Mandatory distributions for terminated participants does not apply under the 457 and 401 Plans until a participant (or their beneficiary) reaches the applicable RMD status.

9. Involuntary Distributions: In amounts as directed by the Plan Document.

STATE OF DELAWARE RETIREMENT PLANS
Appendix II to Schedule A: Optional Enrollment Services

Default Enrollment Service:

This service allows the Board to adopt a default enrollment feature and to establish an electronic interface with the Trustee for acceptance of enrollment and contributions in the absence of a participant-initiated enrollment into the Plan. This can apply under the 457(b) and 401(a) Plans.

The Board acknowledges its responsibility for ensuring that a default enrollment complies with their state laws in regards to wage withholding. The payroll withholding laws of the Board's state should be reviewed prior to election of this service to determine if deductions without an employee's written consent is permitted.

The Plan elects the Contractor's Default Enrollment Service (*please check*)

Administrator Responsibilities

OST will be responsible for providing the Trustee with timely and accurate census information at least 2 business days prior to the submission of each payroll contribution to the Contractor. OST will provide the Trustee with the following census information for any participant not previously enrolled in the Plan:

- Social Security Number
- Name
- Address
- Date of Birth
- Date of Hire

This information will be provided to the Trustee in a mutually agreeable electronic format.

Default Investment Arrangement -

The Board understands that it has the fiduciary responsibility to choose the appropriate "default" investment option, and therefore, may choose from any of the investment options available under the Plan.

The Board has selected the American Funds Target Date Series as the "default" investment option and understands that all contributions into these funds will be based on each participant's age, not their anticipated retirement age as the investment is designed. Plan participants will be allocated to the target date funds assuming the standard retirement age

of 65.

The Board understands that all contributions will be invested in this investment option until such time that a participant makes allocation changes and/or fund transfers.

STATE OF DELAWARE RETIREMENT PLANS

Appendix III to Schedule A: Contribution Rate Services

Contribution Rate Change Service:

This service allows participants to make contribution rate changes via the Trustee’s participant internet site, mobile application, or by speaking with a customer service representative of the Trustee.

OST acknowledges that it is responsible for ensuring that the Contribution Rate Change Service complies with their state laws in regards to wage withholding. The payroll withholding laws of the Plan Sponsor should be reviewed prior to implementation of this program to determine if deductions, and/or contribution rate changes, without an employee’s written consent are permitted. The service includes increases, decreases, stops and restarts, either based on participant direction, OST elects to utilize the Contractor’s Contribution Rate Change service and participant Directed Contribution Rate Escalator service (described below) in accordance with the following criteria (*please check*).

Minimum and Maximum Contribution Schedule:

Pursuant to the 457 Plan document, indicate the minimum and maximum contribution amount or rate a participant can elect. Employee contributions are not permitted under the 401 Plan and therefore this service will not apply to that Plan.

Percentage-based

Employee elective deferral contributions Minimum 0 % Maximum IRS Limit %

Designated Roth contributions Minimum 0 % Maximum IRS Limit %

If applicable, indicate the maximum total contribution percentage allowed Current IRS Limit %

Dollar-based

Employee elective deferral contributions Minimum \$ 0 Maximum \$ IRS Limit

Designated Roth contributions Minimum \$ 0 Maximum \$ IRS Limit

Participant Directed Contribution Rate Escalator Service

This service allows participants to elect automatic increases in deferral rates via the Trustee's participant internet site or by speaking with a customer service representative of the Trustee. Participant will indicate the frequency and amount of the contribution rate increase. The Trustee will send a reminder to the participant 30 days prior to the automatic increase.

Restrictions and Limitations:

- This service is only available if OST elects to utilize the Trustee's Contribution Rate Change Service.
- This service does not apply to catch-up contribution elections.
- If there is a conflict between a participant's Contribution Rate Escalator service and the contribution limits applicable to the Plan, the participant's contribution rate escalator election will be cancelled.
- The participant's contribution rate escalator election will be cancelled if participant submits a contribution rate change election pursuant to the Contribution Rate Change Service above.

Payroll Schedule

Weekly Bi-Weekly Semi-Monthly Monthly Bi-Monthly
 Quarterly Annually Other _____

Submission Date(s) *(Please provide two dates when selecting semi-monthly submissions.)*

_____]

Catch-up Contributions

1. The 457 Plan allows participants to make addition catch-up contributions if participant is age 50 or older by the end of the calendar year.
2. The 457 Plan does allow participants to increase the limit on elective contributions pursuant to the Special Limitation (or Section 457 Catch-up) provision under the plan document.

STATE OF DELAWARE RETIREMENT PLANS

Appendix IV to Schedule A: Payroll Feedback File

Payroll Feedback File

If OST has elected the Eligibility Tracking service, Automatic Enrollment service, the Contribution Rate Change service or offers loans, the Trustee will provide a periodic payroll feedback file through an automated process. It is the responsibility of the Plan Sponsor to update its payroll system based upon the data contained in the payroll feedback file in accordance with applicable Code requirements and regulations governing the effective date of deferral elections to the Plan.

The payroll feedback file is a .csv format file which can be uploaded to most payroll systems. As an alternative, a payroll feedback report in a .pdf format can be printed and used for manual entry into a payroll system.

Electronic File Delivery:

Please select **one** of the following delivery types (*required*):

Email: Trustee will send files in an encrypted format (access information will be provided). Please provide one or more email addresses:

FTP (File Transfer Protocol): Trustee will send files via FTP. Please provide the FTP delivery address, ID and password:

FTP Delivery Address: ftp:// _____

FTP ID: _____

FTP Password: _____

Sponsor Web/Archive: OST will obtain reporting data through the Trustee's plan sponsor internet site.

The Trustee will send the periodic electronic payroll feedback file based on the information selected above until a change is provided, in writing, by OST.

Reporting Frequency:

The Trustee will provide the automated contribution rate reporting data on a monthly frequency or such other frequency that best meets the needs of OST.

Notification of Report Availability:

OST must identify an individual to receive notification of when the payroll feedback file is available. It is understood and acknowledged by OST and Trustee that the individual designated below is responsible for accessing the file when notified of its availability

[Name: To Be Named _____
Telephone: _____
E-mail: _____]

In the event that any identified individual is removed or replaced, OST is responsible for notifying the Trustee immediately in writing.

STATE OF DELAWARE RETIREMENT PLANS

Appendix V to Schedule A: Unforeseeable Emergency

Review and Approval Requirements: The Trustee is responsible for the ongoing review and processing of participant unforeseeable emergency requests on behalf of OST. The Contractor's process is based on the following procedures for the review, qualification and processing of these withdrawals under the Plan. The Trustee will review the request to determine whether it satisfies the IRS and Plan requirements for an unforeseeable emergency or hardship.

To request an unforeseeable emergency or hardship withdrawal, a participant must complete the relevant paperwork and provide the appropriate documentation to support the request. Specifically, an unforeseeable emergency means extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant including:

- severe financial hardship of the participant resulting from an illness or accident of a participant, the participant's spouse or of a participant's dependent (as defined in Code Section 152(a))*;
- loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant.

*Effective in 2007, the Pension Protection Act of 2006 expanded this definition to include the participant's designated primary beneficiary.

In its evaluation, the Trustee will limit the withdrawal to the amount reasonably necessary to satisfy the financial need, which may include any amounts necessary to pay Federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. In addition, a withdrawal shall be allowed only to the extent that such emergency is or may not be relieved through: 1) reimbursement or compensation from insurance or otherwise; 2) liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or 3) cessation of the participant's deferrals under the Plan.

The determination of whether a request qualifies as an unforeseeable emergency or an immediate and heavy financial need in the case of a hardship will be based on all the facts and circumstances of the participant's specific situation. While it is a subjective decision, the Trustee's process incorporates three underlying principles: consistent application of the IRS rules to similar situations; decisions must be reasonable and not arbitrary; and when there is a close call, we err on the conservative side.

The Trustee takes this review process very seriously and understands the importance of

consistently administering the IRS and Plan requirements. The Trustee recognizes that failure to do so, and thus treating the Plan like a savings account, can result in adverse tax consequences to the participant and to the Plan.

Withdrawal requests will be reviewed in a timely manner. For requests which are approved, the Trustee will process the withdrawal as of the date of the approval. A participant, who has had a withdrawal request denied because of insufficient documentation, can resubmit his or her request to the Trustee for re-review with all applicable documentation.

STATE OF DELAWARE RETIREMENT PLANS
Appendix VI to Schedule A: Domestic Relation Order Review and Approval

Requirements

The Trustee is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) under the 457 and 401 Plans on behalf of OST. The Trustee's process is based on the following procedures for the review, qualification and processing of DROs which has been reviewed and approved by OST. OST acknowledges that the Trustee will perform this service in a ministerial capacity only and will not exercise any discretion in performing this service. The Trustee's process if followed as specified below shall constitute a valid OST direction to process the DRO.

Definition of a Domestic Relations Order

A Domestic Relations Order ("DRO" or "Order") is a court order, judgment, or decree issued under a state's domestic relations law that recognizes the right of a spouse, former spouse, child, or other dependent of a participant in an employee benefit plan to receive all or part of the participant's benefit in the plan.

A Qualified Domestic Relations Order ("QDRO") is a DRO that has met the specific requirements mandated by federal law and the provisions of the Plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a participant's benefits to an alternate payee. An alternate payee is a spouse, former spouse, or dependent of the participant who is entitled to a portion of the participant's benefits.

Requirements for QDRO

In order for a participant's benefit to be assigned to an alternate payee (i.e., the spouse, former spouse, child or other dependent of the participant), a DRO that constitutes a QDRO within the meaning of the internal Revenue Code Section 414(p) must contain the required elements as outlined below as well as the Contractor's Good Order requirements. In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The Order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted as they are not in compliance with the Trustee's good order standards.

2. The Order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable under the plan with respect to a participant.
3. The Order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).
4. The Order must clearly and unambiguously name each Plan to which the order applies. The Order must reflect the full Plan name as stated within the Plan document.

Note: If a participant has an account balance invested with an orphaned annuity contract provider under a 403(b) plan, the participant and alternate payee must contact the orphaned annuity contract provider directly. An Order related to an orphaned annuity contract will not be managed by the Contractor.

5. The Order must provide the following participant information:
 - Name (full legal name)
 - Social Security Number¹
 - Last known mailing address
 - Date of Birth

¹If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Trustee in a letter and/or addendum, signed by the attorney that drafts the Order.

6. The order must provide the following alternate payee¹ information:
 - Name (full legal name)
 - Social Security Number²
 - Last known mailing address
 - Date of Birth

¹If the alternate payee is a minor child, the name of the custodial parent is needed in the Order.

²If state or local law prevents the inclusion of such information in the Order; this data must be provided to the Trustee in a letter and/or addendum, signed by the

attorney that drafts the Order.

7. The Order must include the exact dollar amount or percentage of the participant's benefits to be paid by the plan to each alternate.
8. If the participant has an outstanding and/or defaulted loan, the Order must indicate if the outstanding and/or loan balance should be used in determining the amount due.
9. The Order must specify the exact date or the payment period to which the Order applies (i.e., the determination or valuation date). Participant accounts are valued each business day the New York Stock Exchange is open.
10. The Order must clearly indicate if the dollar amount or percentage should be adjusted for any earnings (gains/losses) from the determination/valuation date to the date the assets are segregated, and if these should be segregated on behalf of the alternate payee.
11. The Order should clearly specify whether the participant's vested or total account balance is to be used in determining the alternate payee's portion he or she is entitled to. Generally, the vested account balance is used for calculation purposes. Account values fluctuate with market conditions. The Trustee will verify whether there are sufficient funds available for segregation from the participant's account in the amount of the court ordered award to the alternate payee(s). The Trustee will not be liable for any damage (actual or alleged) resulting from such actions. If the dollar amount specified is above the current balance, the Order may be rejected. Only vested benefits may be paid. If the participant is partially vested, and the award is for more than the presently vested amount, payment of the non-vested portion may not be made to the alternate payee until the participant has become vested in that amount.
12. If the Plan has non-core investment options (e.g., life insurance, self-directed brokerage account, certificate of deposit, etc.) the Order must not require that amounts be redeemed from non-core investment options. To the extent that amounts invested in the core investment options are not sufficient to satisfy the Order, the Trustee will not approve the Order until the participant has transferred from the non-core investment option into the core investment options the amount necessary to satisfy the Order.

13. The Order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Trustee will not accept any Order that requires calculations prior to the time the Trustee began providing services to the Plan.
14. A plan may specify a date as of which QDROs are allowed under the Plan (such as Orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the Plan may not be accepted. If no date is specified, the presumption is the Plan has always allowed QDROs.
15. The Order must not require the plan to provide any type or form of benefit or any option, not otherwise provided under the Plan. Also, the Order cannot require payment to an alternate payee in the form of a qualified joint and survivor annuity in favor of the alternate payee and his or her spouse.
16. The Order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
17. The Order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under a previously issued QDRO.
18. The Order must not provide for tax treatment of the account other than as required under federal law and regulations. If the Order is for a minor, taxes will be withheld from the amount that is ultimately paid from the minor's account unless the Order specifies otherwise.

19. The Order may state the segregated amount shall be distributed to the alternate payee, or the custodial parent for the benefit of a minor, if applicable, as soon as administratively feasible after the Contractor's acceptance of the Order as a QDRO. The custodial parent for the minor will need to contact the Trustee at (800) 584-6001 to obtain a distribution form. The distribution can only be made payable to the custodial parent for the benefit of the minor. Taxes of 10% will be withheld from the minor's distribution and the Form 1099-R will be reported to the participant.

NOTE: If this pertains to a Qualified Domestic Relations Order received from a state agency related to child support payments, the Trustee will 1) set up the alternate payee account AND 2) obtain sponsor authorization if required to process the check made payment to the alternate payee or if minor, to the custodial parent for the benefit of the minor child and mail directly to the state agency per instructions in the Order. Additional distribution paperwork and/or action from the alternate payee is not required.

If the Order meets all of the approval requirements listed above, it will be given effect and the Trustee will send notification of approval to the involved parties and their counsel.

If the order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

Payments to the Alternate Payee

The alternate payee may receive an immediate or deferred payment in accordance with the distribution options provided under the Plan.

The alternate payee must complete and submit applicable disbursement paperwork for such distributions. Such paperwork is available by contacting a customer service associate.

STATE OF DELAWARE RETIREMENT PLANS

Appendix VII to Schedule A: Plan Investment Options

The Trustee agrees to provide Plan participants with a selection of investment options as shown below. The Board acknowledges that it has chosen these investment options to be made available to participants under the Plan. The Board acknowledges receipt and has reviewed the prospectuses for each identified investment option. The list of investment options is available at the following website: <https://delaware.beready2retire.com/plan-information/investment-options/664093>

Fund Number	Fund Name	Fund Legal Structure
	Please see the website above for the list of available investment options.	
4020	Voya Fixed Plus Account III	Fixed Account

Participants’ Ability to Direct Investments:

Participants shall have the ability to choose their investment allocations and to make participant-directed transfers between investment options, subject to any limitations of the Plan and of the Trustee’s investment product. OST hereby provides written direction to the Trustee allowing participants to make such investment choices, subject to the Board’s right to revoke this authorization if allowed by the Plan.

Access to Investment Advice:

Pursuant to Exhibit II to Schedule A, the Trustee agrees to make available to Plan participants, an independent third-party online investment advisory service, as further

specified in separately signed agreements, a form of which has been provided to OST.

Access to Self-Directed Brokerage Account:

Pursuant to Exhibit III to Schedule A, the Trustee agrees to make available to Plan participants, a self-directed brokerage account option (“SDBO”), as further specified in a separately signed agreement, a form of which has been provided to OST.

Stability of Principal Restrictions

Participant Withdrawals

The Board is to choose from one of the following options relating to restrictions imposed when a participant requests a withdrawal from the Voya Fixed Plus Account III investment option.

Transfer and Withdrawal Limit

Equity Wash

Termination of Agreement

Upon your election to terminate this Agreement, the Plan assets invested in the Voya Fixed Plus Account III investment option on the effective date of the termination will be subject to “extended payout provision” rule as described in the group annuity contract, a form of which has been provided to Sponsor.

Stability of Principal Disclosure and Additional Information

For additional information on the Voya Fixed Plus Account III, including all withdrawal rules and restrictions, please refer to the product disclosure booklet provided by VRIAC, or to the group annuity contract, a copy of which has been provided to Plan Sponsor.

Board should consider the investment objectives, risks, and charges and expenses of the investment options carefully before choosing to make these options available to participants under the Plan. Fund prospectuses containing this and other information can be obtained by contacting your local representative. Please read the information carefully before signing this Agreement. You may also visit our website at www.vovaretirementplans.com/sponsor to view your Plan information on-line.

STATE OF DELAWARE RETIREMENT PLANS

Appendix VIII to Schedule A: Investment Provider Minimum Standards Disclosure

Statement

The following items summarize the minimum administrative requirements required in order for the Trustee to transact with an investment provider on the Plan's behalf:

1. Pricing Deadlines: The investment provider must furnish the Trustee with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange ("Close of Trading") on each business day that the New York Stock Exchange is open for business ("Business Day") or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund's name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Trustee by 6:30 p.m. Eastern Time. "Net" means after all management, service and administrative expenses are deducted.
2. Pricing Error Reimbursements: The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund's daily net asset value ("NAV"), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Trustee, on the Plan's behalf. In addition, the fund shall be liable to the Trustee for systems and out of pocket costs incurred by the Trustee in making the Plan's or the participant's account whole, if such costs or expenses are a result of the fund's failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan's or a participant's account whole shall be borne by the investment provider providing the incorrect information, regardless of when

the error is corrected.

3. Sales Literature: The investment provider will provide to the Trustee at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment provider agrees to provide to the Trustee, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.

4. Advertising: Advertising and literature with respect to the fund prepared by the Trustee for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Trustee in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.

5. Expense Reimbursement: The investment provider shall make available for reimbursement certain out-of-pocket expenses the Trustee incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Trustee in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Trustee associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).

6. Excessive Trading: The investment provider shall use its best efforts and shall reasonably cooperate with the Trustee to generally prevent any market timing and frequent trading activity under the Plan. See the Trustee's "Excessive Trading" Policy, Appendix IX to Schedule A

STATE OF DELAWARE RETIREMENT PLANS

Appendix IX to Schedule A: Voya Financial® “Excessive Trading” Policy

The Voya Financial® family of insurance companies (“Voya®”), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. Voya’s current definition of Excessive Trading and our policy with respect to such trading activity is as follows.

1. Voya actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

Voya currently defines Excessive Trading as:

- a. More than one purchase and sale of the same fund (including money market funds) within a 60-calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a “round-trip”). This means two or more round-trips involving the same fund within a 60 calendar day period would meet Voya’s definition of Excessive Trading; or
- b. Six round-trips within a 12 month period.

The following transactions are excluded when determining whether trading activity is excessive:

- a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
 - b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
 - c. Purchases and sales of fund shares in the amount of \$5,000 or less;
 - d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
 - e. Transactions initiated by a member of the Voya family of insurance companies.
2. If Voya determines that an individual has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, Voya will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip

will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to Customer Service, or other electronic trading medium that Voya may make available from time to time (“Electronic Trading Privileges”). Likewise, if Voya determines that an individual has made five round-trips within a 12 month period, Voya will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip in the prior twelve month period will be deemed to be Excessive Trading and result in a six month suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of the warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual. A copy of the warning letters and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the trading activity.

3. If Voya determines that an individual has used one or more of its products to engage in Excessive Trading, Voya will send a second letter to the individual. This letter will state that the individual’s Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to Voya via regular U.S. mail. During the six month suspension period, electronic “inquiry only” privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.
4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. Voya will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the Electronic Trading Privileges. Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.
5. Voya reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if Voya determines that the individual’s trading activity is disruptive, regardless of whether the individual’s trading activity falls within the definition of Excessive Trading set forth above. Also, Voya’s failure to send or an individual’s failure to receive any warning letter or other notice

contemplated under this Policy will not prevent Voya from suspending that individual's Electronic Trading Privileges or taking any other action provided for in this Policy.

6. Each fund available through Voya's variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. Voya reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions Voya receives from the fund.

STATE OF DELAWARE RETIREMENT PLANS

Appendix X to Schedule A: VRIAC's Policy for Correction of Inadvertent Processing

Errors

As your Plan's administrative Trustee, its agents and affiliates, Voya Retirement Insurance and Annuity Company ("VRIAC") has agreed to process transaction orders received in good order prior to market close from the plan and plan participants accurately and on a timely basis. We seek to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by VRIAC employees of transactions that are received in good order. Inadvertent processing errors do not include errors made by plan sponsors or third parties.

VRIAC will correct any identified inadvertent processing error caused by VRIAC (a "VRIAC inadvertent processing error") as soon as practicable, typically no later than five (5) business days after VRIAC has identified sufficient information to correct the error. VRIAC represents that in no event will VRIAC exercise discretionary authority or control over the correction of inadvertent processing errors in order to maximize gain or correct such error for VRIAC's own benefit or interest.

Once a VRIAC inadvertent processing error has been identified, we promptly take corrective action to put the plan and its participants in a position financially equivalent to the position they would have been in if the processing error had not occurred. This means that VRIAC will make the plan whole for any loss to a plan resulting from correcting a VRIAC processing error. If any gain to a plan results in connection with a corrected transaction, VRIAC will keep that gain. The following examples illustrate the effect of the policy:

- When a plan participant directs that a certain dollar amount be contributed to his or her plan account, VRIAC credits the number of investment units that dollar amount will purchase to the participant's account on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to VRIAC after market close. If an inadvertent error occurs, and VRIAC does not process the contribution until Day 2, VRIAC will determine the number of units that should have been credited on Day 1, using Day 1's

unit price. If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the participant should have received. VRIAC will make up the difference such that the participant receives the number of units he or she would have received on Day 1 and VRIAC will absorb the loss. The participant is not charged for any additional cost.

However, if, on Day 2, the unit price has gone down, the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In that circumstance, the participant will receive the number of units he or she would have received on Day 1 had the transaction been processed and VRIAC will keep the excess as part of its overall fee for services under the contract.

Regardless of whether there is a gain or a loss, the participant receives the benefit of what he or she requested.

When a plan participant makes a withdrawal request of a certain dollar amount from his or her account, VRIAC liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, VRIAC typically would sell or liquidate investment units in the participant's investment fund at Day 1's price to make the distribution. If, due to a VRIAC inadvertent processing Error, VRIAC processes the instructions a day late, VRIAC will make sure that the participant receives the dollar amount he/she requested. VRIAC will sell or liquidate the same number of units that would have been sold on Day 1 had the transaction been accomplished on Day 1. If the unit price has declined, liquidated units will have a lower value on Day 2 than they had on Day 1, which means that VRIAC must make up the difference so that the participant receives the requested amount in full. In doing so, VRIAC will incur a loss, which it absorbs. On the other hand, if the market has gone up and the units have increased in value, VRIAC will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. VRIAC will keep the excess as part of its overall fee. In either circumstance, the participant receives the benefit of what he or she requested and bears no additional cost.

VRIAC tracks the net financial experience of VRIAC's Correction Account and the effect of the corrections for each affected plan on an annual basis and will make that information available in accordance with ERISA Section 408(b)(2). Any gains kept by

VRIAC constitutes additional compensation for the services provided by VRIAC under its contract and VRIAC will report it in accordance with ERISA Section 408(b)(2).

By executing an administrative services agreement with VRIAC, you are authorizing VRIAC's application of the error correction policy as described above to your Plan in connection with the plan administrative services that VRIAC will provide. You have the right to terminate VRIAC's services in accordance with the terms of the administrative services agreement.

STATE OF DELAWARE RETIREMENT PLANS

Exhibit I to Schedule A: State of Delaware Required Reporting

Type	Information on Report	Frequency
Participation Report	The total count of: <ul style="list-style-type: none"> • New participants contributing • New hires • Total number participants • Total number of active participants • Total number of inactive participants • Total number of terminated participants • Average salary deferral percentage • Average dollar amount deferral • Participation rate 	Quarterly
Financial Activity	The total of: <ul style="list-style-type: none"> • An asset snapshot for the quarter and previous quarter • An asset breakout by plan and investment option • Net change in asset value from last period • Total contributions by source • Total distributions by type 	Quarterly
Investor Activity Report	The report includes: <ul style="list-style-type: none"> • Total number of participants per fund • Volume of fund to fund transfers daily • Changes in investment fund dollars and cause (transfers, new contributions, etc.) • VRU activity summary • Internet usage 	Quarterly

Type	Information on Report	Frequency
Age Group Statistics Report	<p>Reports provided by the following age categories: Ages 0-34; Ages 35-44; Ages 45-54; Ages 55-64; Ages 65-99:</p> <ul style="list-style-type: none"> • Number of participants with investments in each fund. • Assets held in each fund. 	Quarterly
Participant activity and education	<p>The report includes the following:</p> <ul style="list-style-type: none"> • Contacts made by participants (VRU, Internet, Call Center) • Calls answered in the Call Center • Group education meetings held and number of attendees • One-on-one education meetings held and number of attendees • Fund Transfers and dollar impact of transfers • Allocation changes 	Quarterly
Plan Performance	<p>The report includes the following:</p> <ul style="list-style-type: none"> • Quarterly, YTD, Last 12 months, three and five year and since inception returns by fund • MorningStar (or comparable) fund ratings • Financial Statistics (Sharpe and Downside ratios, etc.) • Peer comparisons (percentiles) to all similar fund groups • Performance vs. benchmarks • Fund expenses and peer comparisons • Vendor approved compliance performance report for publication at the State website 	Quarterly

STATE OF DELAWARE RETIREMENT PLANS

Exhibit II to Schedule A: Investment Advisory Agreement

Background

- A. Morningstar Investment Management LLC (“Morningstar”) has developed proprietary, independent investment advice (“Managed by You”) and managed account (“Managed by Morningstar”) services, provided over the Internet through the Morningstar Retirement ManagerSM platform (“Retirement Manager”); and
- B. Trustee has entered into agreements with Morningstar to allow Trustee to provide access to Retirement Manager services for participants of plans in which Trustee’s affiliates act as investment product providers and/or recordkeeper (the “Morningstar Agreements”); and
- C. Board desires to make available Retirement Manager services to participants in connection with the Plan; and
- D. Board and Morningstar have entered into a separate agreement, the Investment Advisory Services Agreement, to provide Retirement Manager services to the Plan (the “Advisory Services Agreement”); and
- E. Pursuant to the Advisory Services Agreement, Morningstar will enter into an agreement (the “Participant Advisory Services Agreement”) with Plan participants to provide them with investment advisory services through Retirement Manager.

Board and Trustee, in consideration of their mutual promises and covenants contained herein, and of other good consideration duly received, hereby agree as follows:

1. TRUSTEE SERVICES

1.1 Set-up and Maintenance

- (a) Set up services with Morningstar.
- (b) Maintenance services: refresh Plan business rules, participant information and profiles with Morningstar.

- (c) Standard reporting on participant activity.
- (d) Sponsor and participant customer service support services.

1.2 Retirement Manager Services Access. Trustee hereby agrees to facilitate Board's participants' access to Retirement Manager services provided by Morningstar. Only participants for whom Trustee maintains account records shall be entitled to access Retirement Manager.

1.3 Limited Duties. Trustee's duties under this service are limited to facilitating access to Retirement Manager services and providing related administration and recordkeeping services. Board agrees and acknowledges that the Trustee is not providing any investment advice under this Agreement, and that Trustee is not responsible for any losses or claims arising or alleged to have arisen from the provision of investment advice by Morningstar.

2. BOARD RESPONSIBILITIES

2.1 Provision of Data. Sponsor agrees to provide accurate and timely data and understands that Trustee will transmit such data to Morningstar. Trustee shall not have any liability for Board's failure to timely inform Trustee or Morningstar, as applicable, of any changes to the Plan or participant data. Specifically, Board shall:

- (a) Provide Plan information and rules to Trustee and Morningstar that are necessary for set-up and promptly update this information if changes are made; and
- (b) Promptly provide to Trustee any changes to Plan investment options or transaction rules.

2.2 Independent Decision. Board has made its own determination to enter into this Agreement and to utilize Retirement Manager services from Morningstar. Board is solely responsible for choosing to make Retirement Manager services available to its participants and has not relied upon Trustee or any of its affiliates or its or their employees or representatives in making that decision.

2.3 Provision of Data to Morningstar. In connection with making Retirement Manager available to participants, Sponsor acknowledges and agrees that:

- (a) Trustee will provide Plan and participant data to Morningstar for its use in providing Retirement Manager services; and
- (b) Morningstar is not required to continue to provide Retirement Manager if Trustee terminates its relationship with Morningstar.
- (c) For enrollment information transmitted through Trustee's Payroll/Administration application or through other electronic means, the Board accepts responsibility for the transmission of the participant's election to adopt the Managed by Morningstar service and further agrees to retain the signed participant enrollment form. In addition, the Trustee (at the Board's specific direction) agrees to make participant enrollment documentation available within 3 business days, or within prescribed timeframe requested by a regulatory agency.

2.4 Board Representations and Acknowledgments. In connection with making Retirement Manager available to participants, Board hereby represents that it has entered into an Advisory Services Agreement directly with Morningstar, pursuant to which Board acknowledged and, where necessary, consented to the following:

- (a) The data and advice are produced solely on the Plan and participant data provided to Morningstar by Trustee and Morningstar is not responsible for any errors or omissions or incomplete data provided by Trustee.
- (b) Retirement Manager services and the analysis, opinions and other information produced by Morningstar may only be used for purposes of assisting participants in making their retirement planning decisions and not for any other purposes.
- (g) If the Board wishes to make a change to the investment options available for the Managed by Morningstar Service, it shall provide Trustee with forty five (45) days' prior written notice thereof. If custom data collection is required, an additional ten (10) weeks prior notice is required to provide data collection and maintenance of such funds.

3. FEES

There is no fee due from the Plan, the Plan Sponsor, the Board, OST, or Plan participants generally to either Trustee or Morningstar in connection with the use of Retirement Manager. For the Plan participants who select Managed by Morningstar service, the fee schedule set forth below shall apply. Trustee is hereby authorized to deduct fees from accounts of the participants who have elected the

Managed By Morningstar service in accordance with the following schedule:

Plan Asset Range	Basis points payable to Morningstar	Administrative and recordkeeping fee payable to Trustee
Over \$10 million	25 bps annually	25 bps annually

The fees paid to Morningstar Investment Management LLC and Trustee are reviewed annually on or about the plan's contract anniversary and are subject to change based on the overall level of assets in the plan at that time. The above fees are based on Plan participant balances at the end of each fee period (not including any outstanding loans) minus any balance in company stock and minus any balance in a self-directed brokerage account.

STATE OF DELAWARE RETIREMENT PLANS

Exhibit III to Schedule A: TD Ameritrade Self-Directed Brokerage Account

(SDBA)

Brokerage Option Type *(please refer to Section 4 on the TD Ameritrade PSA for Governmental Plans)*

- Full Brokerage Option (717)
- Mutual Funds Only (718) *(includes only open end mutual funds)*
- Mutual Funds and ETFs (717) *(includes open end mutual funds and ETFs)*

(1) Nature of Services Provided: The Administrator understands that the SDBA is made available to Plan Participants by the Board as an additional Plan investment option that is not offered as a core investment option by the Plan (“Core Product”). The Brokerage Account is offered by TD Ameritrade, Inc., subject to the terms of a separate agreement between the plan Administrator and TD Ameritrade. The Trustee (also referred to herein as the “Contractor”) and TD Ameritrade are not affiliated.

(2) Participant Authorization: The Administrator authorizes participants, beneficiaries or alternate payees under the plan (“Participants”) to establish Brokerage Accounts and specifically delegates to each Participant establishing a Brokerage Account investment control over that portion of the Participant’s Plan account invested in the Brokerage Account. The Trustee of the Plan will be identified as the owner of each Participant’s Brokerage Account. Brokerage Accounts are subject to any applicable mutual fund minimums and are generally suited for Participants with substantial account balances and who are experienced investors. Additionally, the Plan delegates to the Participant authority to place trading orders for the Brokerage Account pursuant to this agreement. The Plan may revoke this authorization at any time by giving written notice to the Trustee.

(3) Money Source: The Administrator understands and acknowledges that Participants may transfer assets from all Participant Directed Money Sources in the Core Product to the Brokerage Account.

NOTE: *If the Administrator is transferring existing brokerage accounts in-kind from another Brokerage Account provider, the Trustee must receive the Brokerage Account balances broken down by Money Source.*

(4) Eligibility Requirements

- The Plan agrees to the following money transfer rules by Participant:

Minimum Initial Transfer Amount:	<u>\$0</u>
Minimum Subsequent Transfer Amount:	<u>\$0</u>
Minimum Account Balance Maintained in Core Product Participant Account:	<u>\$0</u>

- The Plan agrees that no Participant may make a transfer to the Brokerage Account that would result in more than 100% of that Participant's aggregate balance in the Core Product and Brokerage Account being held in the Brokerage Account.
- All permitted transfers from the Core Product must originate from all Participant Directed Money Sources under the Plan.
- The Plan agrees to provide the Trustee with a breakdown of money sources on all Brokerage Account balances if they are transferring existing Brokerage Accounts in-kind from another Brokerage Account provider.
- The Plan agrees that no contributions will be made directly to the Participant's Brokerage Account.
- The Plan agrees that no withdrawals will be made directly from the Participant's Brokerage Account. Participants wanting to make withdrawals from the Brokerage Account must first transfer balances to the Core Product and then request the withdrawal from the Core Product.
- Transfers-in-kind to another plan provider are not allowed by Participants.
- The calculation of maximum permitted loans will take into account the balance in the Participant's Brokerage Account. However, Participants cannot access money for loans directly from their Brokerage Account. If necessary, a Participant will need to liquidate securities in his/her Brokerage Account and request a transfer of assets to his/her balance in the Core Product, before the loan request is processed.

(5) Account Statements: Trustee's account statements will reflect only a Participant's total Brokerage Account balance without specific investment detail.

(6) Trustee, its agents and affiliates Fees Paid by Participants in the SDBA: Trustee, in consideration for services provided in connection with the Brokerage Account, shall assess a \$50 annual fee for each Participant who has established a Brokerage Account. The \$50 Participant fee will be deducted annually, on November 1st or the next business day, from each applicable Participant's balance in the Core Product. The Trustee may change this fee and the date the fee is assessed with 30 days advance notice to the Administrator. In no event will any such change result in fees higher than the then current fees being charged to new Plans of the same class. Additionally, Participants with

Brokerage Accounts will be assessed applicable brokerage account fees in accordance with the terms of the TD Ameritrade Plan Administrator and Participant agreements.

STATE OF DELAWARE RETIREMENT PLANS

Schedule B: Payment Schedule

1. Trustee's Compensation: The Trustee's services under the Agreement are rendered in connection with the Board's selection of certain investment products offered by or through the Trustee, including the Voya Fixed Plus Account III. The revenues paid to the Trustee from such investment products shall constitute one source of compensation for the services rendered under this Agreement. The Trustee will assess an asset-based fee of 0.065%. The asset-based fee will be assessed quarterly and calculated across all funds, including the stability of principal option. This fee is not assessed on assets held in the Self-Directed Brokerage Account, if available. The Trustee will assess an additional fee in an amount to be periodically communicated in writing to the Trustee by the Board for the Board to pay for qualifying plan expenses. This additional fee will be deposited into a Plan Expense Reimbursement Account (PERA) referenced in Appendix II to Schedule B ("Reimbursement of Plan Expenses") The fee will be deducted from the participant's money sources in the sequence elected by OST for participant-initiated withdrawals in the Plan Specifications section of this Agreement.

Additional transactional fees and charges may apply for optional services such as loans, investment advisory services and Self-Directed Brokerage Account. See below for addition fees and charges.

2. Assumptions Regarding Pricing: Any fees, reimbursements, products and services rendered in connection with this Agreement are contingent on the Trustee being the exclusive provider for ongoing contributions under the 401(a) and 457 Plans of administrative services to the Plan during the Term of this Agreement. The addition of any other provider or providers to the Plan during the Term of this Agreement and any subsequent renewal periods or changes in the Plan document may impact any fees, reimbursements, products and services under this Agreement. OST will notify the Trustee of any such changes in a timely manner.

This Agreement and fees are contingent on the Plan provisions in effect on the date of this Agreement. Any amendment to the Plan may impact this Agreement and fees.

3. Reimbursement of Plan Expenses: The Trustee shall reimburse the Plan for reasonable administrative expenses as set forth in Appendix II to Schedule B as directed by OST.
4. Compensation Paid to Local Financial Advisors: Sales professionals receive flat

commission-based compensation. The compensation paid to sales professionals will be derived exclusively from the Trustee's compensation, defined in Appendix I to Schedule B. Sales professionals may also be eligible for additional expense reimbursement.

5. Transaction Processing: VRIAC seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent errors do occur from time to time. When a transaction processing error for which VRIAC is directly responsible occurs, VRIAC will attempt to correct the error as soon as reasonably practicable after identification of the error. Once all necessary information has been gathered, VRIAC will promptly take corrective action to put the Plan and its participants in a position financially equivalent to the position they would have been in if the VRIAC processing error had not occurred.

VRIAC processes your Plan's investment instructions on an "omnibus" or aggregated basis. If VRIAC's correction of a VRIAC processing error results in a loss to your Plan or its participants, VRIAC will absorb the loss. If any gain results in connection with the correction of an VRIAC processing error, VRIAC will net any such gain against other losses absorbed by VRIAC and retain any resulting net gain as a component of its compensation for transaction processing services, including its agreement to make Plan and participant accounts whole for losses resulting from VRIAC processing errors. For more information on our error correction policy, please refer to Voya Retirement Insurance and Annuity Company's Policy for Correction of Processing Errors ("VRIAC Policy"), which is included in Schedule I. The VRIAC Policy and any updates to the VRIAC Policy are posted in the Sponsor Disclosure section of Sponsor Web.

6. Fund Management Fees: Fund management fees and other fund operating expenses will also apply to the variable investment options under the Plan. Fees depend on the investment options chosen.

7. Miscellaneous Plan Service Charges

- a. Express mailing of termination, withdrawal and loan checks & related paperwork to participant (on exception basis only).

\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.

- b. Wiring of termination, withdrawal and loan proceeds to participant.

\$50.00 per occurrence, to be assessed against the participant's account. EFT and ACH Credit are free of charge.

- c. Stop payment.

\$50.00 per occurrence, to be assessed against the participant's account.

- d. Distribution Fee:

\$25.00 per occurrence, to be assessed against the participant's account, at the time a participant requests a withdrawal or distribution (i.e., in-service, hardship, etc.)

- e. A self-directed brokerage account fee applicable to each Plan subject to this Agreement that has elected to use this optional service.

\$50.00 annual fee per participant, to be assessed against the participant's account.

- f. If investment advisory services are selected, Morningstar Retirement Manager offers two unique services. "Managed by You," an online advice service, has no charge. "Manage by Morningstar," a managed account service, has variable charges based on Plan assets. Please refer to the Morningstar Retirement Manager agreement for charges specific to your Plan.

- g. Other Charges. In addition to any other charges described herein, an additional charge will be incurred if we agree to provide other special services at your request. The charge will be based on our standard charge for such service or will be based on a formula for time spent to provide the service. You will be notified at the time of your request if an additional charge is applicable.

STATE OF DELAWARE RETIREMENT PLANS

Appendix I to Schedule B: General Compensation Provisions

1. Direct and Indirect Compensation:

This Schedule describes compensation received by the Trustee for services rendered to the Plan and Plan participants, including fees and revenue derived from both direct and indirect sources.

Direct Compensation includes compensation paid directly by Plan Sponsor or the Plan to the Trustee for plan recordkeeping and administrative services including certain transaction fees that are charged directly to participant accounts.

Indirect Compensation includes compensation from sources other than direct fees that the Trustee may collect from third parties, including revenue derived from service arrangements with mutual funds, revenue sharing and other indirect compensation that may be generated in servicing the Plan.

2. Assumptions:

The Trustee has agreed to perform certain Services under the Agreement. Based on the assumptions outlined in the Agreement, the Trustee agrees to supply the Services for the compensation specified in Schedule B, as supplemented by any additional compensation or transaction fees as specified within Schedule B and with respect to Investment Advisory Services and/or Self-Directed Brokerage Account, as specified in a separately executed agreement(s).

3. Fund Specific Revenue:

Indirect compensation received by the Trustee represents revenue from investment companies based on the investment of assets held in the Plan pursuant to agreements between the applicable investment companies and the Trustee. They represent fees payable from such investment companies for shareholder services, sub-transfer agency services, or pursuant to a 12b-1 plan adopted by such investment companies.

In the case of investment options of VRIAC affiliates or former affiliates, Trustee compensation represents revenue assumptions made by the Trustee's defined contribution business for purposes of product pricing. Gross revenues from such investment options generally include payments for investment management and for certain administrative services. Pricing assumptions are derived from gross fund revenues, less the internally transferred costs of fund management and administration. The pricing assumptions for certain investment options of VRIAC affiliates or former affiliates reflect the approximate weighted average of the net fund revenues of each portfolio within a given VRIAC fund

complex.

In the case of the Voya Fixed Plus Account III, the Trustee does not derive revenue at a fixed rate. As is the case with similar insurance company general account investment options, over the long-term we expect to earn a spread between the investment return on the underlying general account assets and amounts credited to contracts that utilize the Fixed Account. This spread is intended to cover our investment related expenses, a portion of product administration expenses that would otherwise be covered by explicit charges, and the risks associated with the minimum monthly, annual (if applicable), and lifetime interest rate guarantees, including those associated with asset defaults, as well as to provide a profit margin for the Trustee.

4. Changes in Investment Options:

To the extent the Trustee's compensation is derived in whole or in part from revenue from the Board's selection of certain investment products offered by or through the Trustee, the Trustee reserves the right to amend the Agreement, including this Schedule, in the event such revenue is reduced by a change in the investment products or options available under the Plan.

5. Servicing Representatives

The Trustee and/or the OST designate the following individual(s) to serve as its representatives with respect to this Agreement. Representatives are designated as one of the following:

Agent, including Career Agent – Insurance licensed and Company appointed with Voya Retirement Insurance and Annuity Company, registered representative of Voya Financial Advisors, Inc. and receives flat commission-based compensation.

Salaried Enroller – Voya Retirement Insurance and Annuity Company employees who will not receive commission-based salary and are registered representatives of Voya Financial Advisors, Inc.

Agent Broker Salaried Enroller

Representative Name _____ [To be Named] _____

Last 4 Digits SSN _____

Broker Dealer Affiliation _____

Office Code _____ Rep # _____ % Participation _____ (Loc. Code _____)

Agent Broker Salaried Enroller

Representative Name _____ [To be Named] _____ Last 4 Digits SSN _____

Broker Dealer Affiliation _____

Office Code _____ Rep # _____ % Participation _____ (Loc. Code _____)

Agent Broker Salaried Enroller

Representative Name _____ [To be Named] _____ Last 4 Digits SSN _____

Broker Dealer Affiliation _____

Office Code _____ Rep # _____ % Participation _____ (Loc. Code _____)

Representative Name _____ [To be Named] _____ Last 4 Digits SSN _____

Broker Dealer Affiliation _____

Office Code _____ Rep # _____ % Participation _____ (Loc. Code _____)

STATE OF DELAWARE RETIREMENT PLANS

Appendix II to Schedule B: Reimbursement of Plan Expenses and Mutual Fund

Revenue Share

Plan Expense Reimbursement Account (“PERA Account”)

The PERA Account is a funding source that can be directed towards the payment of allowable plan administrative expenses or allocated to participant accounts. The amount allocated to the PERA Account is equal to fund revenue sharing and asset-based fees, including the administrative service fee, received by the Trustee or its affiliates that are in excess of the Contractor’s revenue requirement set forth in the Schedule B.

Following is the Plan Expense Reimbursement Agreement.

1. As used in this Appendix II to Schedule A, the following terms shall have the meanings set forth below:
 - (a) “Administrative Services Fee” means, with respect to a given quarter, the recordkeeping fees deducted from participant accounts for all applicable investment funds under the Services Agreement.
 - (b) “Expense Letter” means the Plan Expense Certification Letter available on the Voya sponsor website. (c) “Fee Recapture Amount” means the amount of excess revenue that will be deposited into the PERA Account, as calculated pursuant to Section 3.
 - (c) “Fund Revenue” means, with respect to a given month, the sum of the revenue to be received by Trustee’s affiliate Voya Retirement Insurance and Annuity Company (“VRIAC”) from investment funds under the Plan, excluding any applicable Voya fixed investment option, employer/ company stock fund, or self-directed brokerage account, calculated for each investment fund as follows:
 - (i) the annual basis point amount of revenue that the Trustee expects to receive from such fund, (ii) divided by 12, and (iii) multiplied by the value of Plan Assets invested in such fund on

(A) the date of termination, (B) the date of liquidation of Plan Assets for any calculation under Section 15(b), and (C) the last business day of such month for all other calculations.

- (d) “PERA Account” means a bookkeeping account maintained by VRIAC with respect to the Fee Recapture Amounts and Plan Budget Amounts.
- (f) “PERA Account Year” means the calendar year with respect to amounts credited to the PERA Account.
- (g) “Plan Assets” means the assets of the Plan, but excluding (i) any assets in any applicable Voya fixed investment option, employer/company stock fund, or self-directed brokerage account, and
 - (ii) outstanding loan balances.
- (h) “Plan Budget Amount” means the amount set forth in the Services Agreement that VRIAC shall make available to the Plan on a quarterly basis for a budget to be used for the payment of allowable plan administrative expenses.
- (i) “Reasonable Plan Expense(s)” means a reasonable expense of administering the Plan that is the type of expense that may be paid out of the assets of the Plan, as certified by the Board in the Expense Letter.
- (j) “Unused Account Balance” means an amount, if any, in respect of a PERA Account Year, equal to (i) the balance of the PERA Account as of December 31 of the PERA Account Year, less (ii) any payments made for the Reasonable Plan Expenses with respect to payment requests submitted prior to September 30 following the end of the PERA Account Year.
- (k) “VRIAC Required Revenue” means, with respect to a given month, an amount equal to (i) the annual basis point amount of VRIAC's revenue requirement under the Services Agreement, (ii) divided by 12, and (iii) multiplied by the value of Plan Assets on (A) the date of termination for any calculation under Section 15(a), (B) the date of liquidation of Plan Assets for any calculation under Section 15(b), and (C) the last business day of such month for all other calculations.

2. VRIAC shall maintain the PERA Account and credit Fee Recapture and Plan Budget Amounts to the PERA Account for each PERA Account Year. Such Fee Recapture and Plan Budget Amounts shall be available to pay Reasonable Plan Expenses.
3. The Fee Recapture Amount that is calculated each quarter will be equal to (a) the aggregate of the Fund Revenue for each month during such quarter, plus (b) the Administrative Services Fee, if any, minus (c) the aggregate of the VRIAC Required Revenue for each month during such quarter. The Fee Recapture Amounts will be credited to the PERA Account as described in Section 4. Balances in the PERA Account will not accrue interest. The Board acknowledges and understands that, until such time as balances in the PERA Account are used to pay Reasonable Plan Expenses, (i) VRIAC earns income on Fee Recapture and Plan Budget Amounts, which may be in the form of returns from the investment of such Fee Recapture and Plan Budget Amounts or service credits applied against the service fees that apply to the bank account that VRIAC maintains, and (ii) any such income shall not be credited to the PERA Account or otherwise payable for the benefit of the Plan.
4. As soon as practicable following the end of each quarter, but in no event later than 60 days following the quarter end, VRIAC shall credit the PERA Account with Fee Recapture Amounts that were calculated during the previous quarter and the Plan Budget Amount for such quarter.
5. The PERA Account shall be debited first with amounts that are due under the Services Agreement, if any, and thereafter with other Reasonable Plan Expenses that OST directs VRIAC to pay.
6. OST shall submit any payment requests no later than September 30 following the end of the PERA Account Year in which the Fee Recapture Amount was credited to the PERA Account. VRIAC shall allocate the Unused Account Balance to participant accounts by September 30 following the end of each PERA Account Year as described in Section 7.
7. The Board hereby directs VRIAC to use one of the following methods for allocating the Unused Account Balance to participant accounts as indicated on the signature page of this Agreement:
 - (a) Pro rata: The Unused Account Balance will be allocated to participants with a balance in the Plan on the date of the allocation based on a ratio of individual account balance over total account balances as of such date

(disregarding any forfeiture or other unallocated accounts); or

- (b) Per capita: The Unused Account Balance will be allocated to participants with a balance in the Plan on the date of the allocation based on a flat dollar amount (balance divided by the number of participants with an account balance on date of allocation, disregarding any forfeiture or other unallocated accounts).
8. OST acknowledges that the methods of allocating the Unused Account Balance described above may mean that the Unused Account Balance is not allocated to the particular participant accounts which generated the Fee Recapture Amounts. However, OST has determined that the Plan is silent on the method of reallocation and that the method of reallocation that has been selected is reasonable and prudent, taking into account the competing interests of the Plan participants, the effects of the allocation methodology on each group, and the costs and benefits of the possible allocation methodologies.
 9. Allocations of the Unused Account Balance will be subject to the distribution restrictions that apply to elective deferrals or, in the case of a plan that does not hold amounts attributable to elective deferrals, employer contributions.
 10. The PERA Account will be an unfunded account and any rights created under this Agreement will be an unsecured contractual right against VRIAC. The PERA Account will not be credited with investment gains or losses, or earnings.
 11. OST will direct VRIAC to pay Reasonable Plan Expenses using the Expense Letter. OST may direct VRIAC to make such payments directly to the Trustee, its agents and affiliates or may direct VRIAC to reimburse the Plan for amounts paid by the Plan (e.g., out of its forfeiture account).
 12. As soon as administratively feasible, but no later than 15 business days following the date VRIAC receives an Expense Letter in good order, VRIAC shall make the payment as directed by OST for the amount requested in the Expense Letter.
 13. OST will be responsible for determining whether an expense is a Reasonable Plan Expense and VRIAC will not have any duty or authority to determine whether an expense is a Reasonable Plan Expense. VRIAC will not be liable in the event a payment is not a Reasonable Plan Expense or as a result of a direction from OST to make payments attributable to the PERA Account. OST agrees to indemnify and hold harmless VRIAC and its partners, officers,

directors, employees, agents and affiliates from and against any and all losses, liabilities, demands, claims, actions and expenses (not including attorneys' fees) arising out of services provided by VRIAC or its affiliates under this Agreement relating directly to the PERA Account . The limitations on liability and indemnifications stated herein will survive the termination of this Agreement.

The OST hereby elects the allocation method indicated below for Unused Account Balances under Section 7 of this Agreement:

Pro Rata

Per Capita]

STATE OF DELAWARE RETIREMENT PLANS
Appendix III to Schedule B: Performance Standards

The Trustee agrees to reduce fees by the amounts noted below, subject to a maximum aggregate amount of 20% of fees at risk annually.

<i>Activity</i>	<i>Quality Performance Standard (Business days)</i>	<i>Percentage of Fees Placed at Risk 457(b) and 401(a)</i>	<i>Percentage of Fees Placed at Risk 403(b)</i>
<i>Contribution reconciliation and posting</i>	Processed effective as of the date received in good order before the close of the New York Stock Exchange (NYSE).	5.00%	5.00%
<i>Hardship withdrawals</i>	Processed effective as of the date received in good order before the close of the NYSE. Seven days to mail check	5.00%	5.00%
<i>Termination/Rollovers/Direct transfers for distribution</i>	Processed effective as of the date received in good order before the close of the NYSE Seven days to mail check	5.00%	5.00%

<i>Activity</i>	<i>Quality Performance Standard (Business days)</i>	<i>Percentage of Fees Placed at Risk 457(b) and 401(a)</i>	<i>Percentage of Fees Placed at Risk 403(b)</i>
<i>Participant directed fund transfers</i>	Processed effective as of the date received in good order before the close of the NYSE.	5.00%	5.00%
<i>Participant statements mailed</i>	Statements are mailed within 15 calendar days from period end	5.00%	5.00%
<i>Confirmation statements mailed</i>	Confirmations are generated and mailed to participant homes for financial transactions initiated by participant the next business day after the transaction is processed	5.00%	5.00%
<i>Plan level reporting</i>	15 calendar days (on line only) days from month end	5.00%	5.00%
<i>Hardship withdrawal reporting to OST</i>	<u>15</u> calendar days from month end	5.00%	5.00%
<i>Posting of participant data maintenance file</i>	Processed effective as of the date received in good order before the close of the NYSE.	5.00%	5.00%
<i>Investment election</i>	Same day *	5.00%	5.00%

<i>Activity</i>	<i>Quality Performance Standard (Business days)</i>	<i>Percentage of Fees Placed at Risk 457(b) and 401(a)</i>	<i>Percentage of Fees Placed at Risk 403(b)</i>
<i>requests</i>	* Participants initiate changes by contacting a Phone Service Representative using our toll free number, via the Voice Response System (VRS) or the interactive Participant Website.		
<i>Contribution percentage elections/changes</i>	Same day* * Participants initiate changes by contacting a Phone Service Representative using our toll free number, via the VRS or the interactive Participant Website.	5.00%	5.00%
<i>Domestic relations order Processing</i>	The actual time to complete a DRO distribution varies based on the amount of time we will need to go back in calculating the current date value and how active the account has been.	5.00%	5.00%

<i>Activity</i>	<i>Quality Performance Standard (Business days)</i>	<i>Percentage of Fees Placed at Risk 457(b) and 401(a)</i>	<i>Percentage of Fees Placed at Risk 403(b)</i>
<i>System availability: voice response unit, customer call center, employer and participant website</i>	Retirement Readiness Service Center (call center): Monday through Friday from 8:00 a.m. to 9:00 p.m. ET. VRS and Participant Website: 24 hours-a-day, seven-days-a-week.	5.00%	5.00%
<i>Customer call center average wait time</i>	<u>80%</u> of calls answered within <u>40</u> seconds	5.00%	5.00%
<i>Customer Satisfaction</i>	90% of respondents will rate their service experience (Satisfaction with phone service experience) in the top two boxes (4/5). On a scale of 1-5 (Very Satisfied, Somewhat Satisfied, Neither Satisfied nor Dissatisfied, Somewhat Dissatisfied, Very Dissatisfied)	10.00%	10.00%
<i>Field representative</i>	<u>100%</u> of one-on-one	10.00%	10.00%

<i>Activity</i>	<i>Quality Performance Standard (Business days)</i>	<i>Percentage of Fees Placed at Risk 457(b) and 401(a)</i>	<i>Percentage of Fees Placed at Risk 403(b)</i>
<i>availability</i>	meetings occur within <u>five business</u> days of request		
<i>Group education meetings</i>	<u>100%</u> of group meetings will be scheduled within <u>15</u> days of request at a mutually agreed upon time	10.00%	10.00%

The Trustee will continue to partner with the Administrator to improve new account growth in the Plan. The Administrator and Trustee will determine a mutually agreed upon metric to measure new account growth within the Plan and annual benchmarks for account-growth performance. Please note that we will require full access to all eligible employees and must be permitted to distribute mass mailings/communications. Voya will agree to pay the Administrator a monetary amount, not to exceed \$20,000 annually, if new account growth (year over year) does not meet or exceed the applicable benchmark.

STATE OF DELAWARE RETIREMENT PLANS
Schedule C: Standard Terms and Conditions for Deferred Compensation Plan
Recordkeeping and Administrative Services

These Standard Terms and Conditions (the “STCs”) are incorporated into the trust, custodial and any other agreements or documents (the “Documents,” and together with the STCs, the “Agreement”) governing the relationship between the Office of State Treasurer (“OST”) for the State of Delaware (the “State”), acting on behalf of the Plans Management Board (the “Board”), and Voya Institutional Trust Company and its affiliates (“Vendor”) relating to the Plans. Capitalized terms not used but not defined herein shall have the meanings ascribed to them in the Documents. The provisions of these STCs shall take precedence over and control and contrary or inconsistent terms in the Documents.

1. Services.

- 1.1. Vendor shall provide the State with all necessary and appropriate transition, recordkeeping, trustee, custodian and administrative services for the Plans.
- 1.2. Vendor shall meet and confer with OST, the Board and/or any committee of the Board at such times and places as OST, the Board or a committee may reasonably request. Vendor, if requested by OST, shall participate in meetings with other State agencies concerning the Services or plan-related issues. Vendor shall keep OST staff informed of progress and provide updates to OST and the Board on the status of the Services. This interface shall include regular telephone communication, exchange of written data and analysis and other interaction as requested by OST or the Board.

2. Payment for Services and Expenses.

- 2.1. Vendor is entitled to receive compensation for Services from participants solely as provide in the Documents. The State shall have no obligation to compensate Vendor for the performance of Services.
- 2.2. Vendor is solely responsible for ensuring that all Services are completed for the agreed upon fees.
- 2.3. All expenses incurred in the performance of Services are Vendor’s responsibility. Vendor shall not be reimbursed for any expenses incurred by Vendor in the performance of the Services, including, but not limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.4. The State shall not be liable for the payment of federal, state or local sales, use or excise taxes, including any interest and penalties from any related deficiency, which may become due and payable by Vendor as a consequence of the Agreement.

3. [Reserved.]

4. Responsibilities of Vendor.

- 4.1. Vendor shall be solely responsible for the professional quality, technical accuracy, timely completion, and coordination of all Services, including the quality of any third-party solutions. In performing the Services, Vendor shall adhere to generally accepted professional and technical standards and comply with all applicable federal, state and local laws, ordinances, codes and regulations.
- 4.2. Vendor shall execute and comply with the requirements of the Confidentiality (Non-Disclosure) and Integrity of Data Agreement attached as **Exhibit 1**.
- 4.3. It shall be Vendor's duty to assure that Vendor does not compromise the security, confidentiality, or integrity of information maintained by the State. In providing Services, Vendor will meet or exceed the standards set forth in the most current version of the "CIS Controls" located at <http://www.sans.org/critical-security-controls/> unless the State in writing has authorized Vendor to ignore a standard or employ compensating controls to achieve the same objective(s) of one or more CIS Controls.
- 4.4. Vendor shall be responsible for all security breaches involving State data caused by Vendor.
- 4.5. Vendor shall execute and comply with the Cloud Services Terms and Conditions Agreement attached as **Exhibit 2**.
- 4.6. Vendor shall execute and comply with the Data Usage Terms and Conditions Agreement attached as **Exhibit 3**.
- 4.7. Vendor is responsible for assuring that all Services and deliverables are in conformance with all applicable federal, state and local statutes, codes, ordinances, resolutions and other regulations applicable to the Services. Vendor will not knowingly provide access to software, or produce work product, that violates or infringes on any copyright, trademark, patent or other intellectual property rights.
- 4.8. OST's review, approval, acceptance, or payment for any Services shall not be construed to operate as an admission or acknowledgement of any fact or circumstance, or a waiver of any rights under this Agreement or otherwise, and Vendor shall be and remain liable in accordance with the terms of this

Agreement and applicable law for any direct damages caused by Vendor's negligent performance or failure to perform under this Agreement.

- 4.9. Vendor shall appoint a senior employee who will manage the performance of their respective Services and act as the single point of contact to OST.
- 4.10. Upon receipt of written notice from OST that a senior employee of Vendor is unsuitable for good cause, Vendor shall remove such employee from the performance of Services and substitute in his/her place an employee suitable to OST.
- 4.11. Unless legally prohibited by law or its contractual obligations, Vendor shall notify OST in writing of any investigation, examination or other proceeding involving Vendor, or any key personnel or designated staff thereof, including a subcontractor retained to perform a Service or any key personnel or designated staff of a subcontractor, commenced by any regulatory or law enforcement agency and involving allegations of fraud or illegal conduct related to any Service provided or performed by Vendor under the Agreement. For clarity and for avoidance of doubt, the term "subcontractor," as used in the Agreement, shall mean such third-party service provider or person hired by Vendor to provide a Service under this Agreement specifically for the State or OST.
- 4.12. Vendor agrees that its senior employee and other key personnel or designated staff will cooperate with OST in the performance of Services and will be available for consultation with OST upon reasonable request.
- 4.13. Vendor has or will retain such employees as they may need to perform the Services.
- 4.14. Vendor will not use OST's or the State's name, either express or implied, in any of its advertising or sales materials without OST's prior written consent.
- 4.15. Vendor warrants that Vendor is properly licensed, registered and authorized to transact business and perform Services in the State.
- 4.16. Vendor will provide to OST audited financial statements as reasonably requested by OST.

5. OST Responsibilities/Representations.

- 5.1. OST agrees that its officers and employees will cooperate with Vendor in the performance of Services and will be available for consultation with Vendor upon reasonable request.

6. Ownership of Work Product and Data.

- 6.1. All materials, information, documents, reports and other work product, whether finished, unfinished, or draft, developed, prepared or completed by Vendor for the State relating to the Services shall become the property of the State and shall be delivered upon request. The State shall have the right to reproduce and disclose all work product related to the Agreement. The State's rights under this section shall survive termination of the Agreement.
- 6.2. The State shall retain title and interest to all data and documents related to the Services. Upon termination of the Agreement, and for a period of six (6) months thereafter, the State shall have access to all data and documents and related activity and other reports available in connection with the Services. Promptly after such six (6) month period, all State data and documents and related activity and other reports shall be retained and returned or destroyed in accordance with Section 7.8.

7. Confidential Information of the State.

- 7.1. "Confidential Material," as used herein, means all agreements and other documents and data that contain confidential commercial, financial, consumer, or other confidential information of the State, whether or not such agreements or other documents are marked "confidential" or otherwise designated as confidential by OST.
- 7.2. Confidential Material shall be used by Vendor solely for purposes of executing its duties and obligations under the Agreement. Vendor may disclose Confidential Material only to those Vendor employees who have a need to access Confidential Material in the scope of their employment for Vendor, and who have been informed, understand and acknowledge in writing that Confidential Material is highly sensitive and confidential and must be held in strictest confidence.
- 7.3. Confidential Material shall not be copied or reproduced without the express written permission of OST, except for such copies as may reasonably be required for Vendor to execute its duties and obligations under the Agreement. Except as contemplated by the Agreement, Vendor shall not store or aggregate in a data base or other electronic storage means any Confidential Material; provided, however, that Vendor is permitted to store

Confidential Material in physical or electronic files in accordance with this Section 7 while executing its duties under the Agreement and for a reasonable period of time thereafter, after which the Confidential Materials, including all physical and electronic copies, shall be returned or destroyed in accordance with Section 7.8.

- 7.4. Except as expressly permitted in this Section 7, Confidential Material shall not be disclosed to any individuals or third parties without the prior written consent of OST, unless such disclosure is required by law. Vendor shall immediately notify OST in writing of Vendor's receipt of a court order, subpoena or discovery requests seeking or ordering the production, disclosure or inspection of any Confidential Material. Vendor shall, at the request of OST, object to any such order, subpoena or discovery and shall take all other measures that may reasonably be necessary to protect against the unwarranted production, disclosure or inspection of Confidential Material. In the event disclosure of Confidential Material is compelled or otherwise required by law, Vendor shall mark all documents submitted in connection with any such disclosure so as to indicate the confidential nature of the material and the State's interest therein.
- 7.5. This Section 7 shall not restrict the disclosure or use of Confidential Material that:
- a. is in the public domain at the time of disclosure or thereafter enters the public domain through no breach of the Agreement;
 - b. is in the possession of Vendor without restrictions when received;
 - c. has been lawfully obtained or is lawfully obtainable without restrictions from a source other than the State through no breach of the Agreement;
 - d. has been developed independently by Vendor and without reliance upon Confidential Material.
- 7.6. Vendor shall take commercially reasonable steps to restrict access to and otherwise safeguard the confidentiality and integrity of Confidential Material at all times, including, without limitation, the implementation of electronic security procedures and other measures designed to ensure that all Confidential Material is properly stored and protected at all times.

- 7.7. Vendor shall immediately disclose to OST the discovery of any security breach or suspicious intrusion involving Confidential Material and shall identify the type and amount of Confidential Material that was compromised or disclosed.
- 7.8. Unless otherwise agreed, within six (6) months from the termination of the Agreement, all Confidential Material, regardless of form, shall, at OST's option, be returned to OST or destroyed in accordance with all applicable law, orders, rules and regulations and industry best practices. Any electronic data or documents destroyed or deleted under this Section 7.8 shall be permanently deleted and shall not be recoverable, according to the National Institute of Standards and Technology's approved methods. If requested, Vendor shall provide a destruction certificate to OST listing the type and contents of electronic records or physical documents destroyed or permanently deleted under this Section 7.8. Notwithstanding the foregoing, Vendor may retain State data or documents in accordance with Vendor's retention policies for any period required by applicable law; provided, however that Vendor shall thereafter store and protect such data and documents as required by the Agreement, the applicable provisions of which shall survive termination, and delete or destroy all such data and documents at the conclusion of such period.
- 7.9. The State shall have no obligation to disclose Confidential Material. The State may, in its discretion, provide or refuse to provide Confidential Material requested by Vendor.
- 7.10. Vendor understands and agrees that the State may suffer irreparable harm in the event that Vendor or its employees fail to comply with their obligations hereunder and that monetary damages may not be adequate to compensate the State for such breach. Vendor agrees that the State, in addition to other remedies available to it at law or in equity for actual damages, shall be entitled to seek injunctive relief to enforce the terms of this Section 7.

8. Warranty.

- 8.1. Vendor agrees to correct or re-perform any Services not in compliance with the Agreement.
- 8.2. Third-party software solutions or hardware or other products within the scope of the Agreement are warranted under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products sold, licensed or offered by Vendor in connection with the provision of the Services, if any, Vendor shall pass through or assign

to the State all rights Vendor obtains from the manufacturers and/or vendor of such products and services (including warranty and indemnification rights), to the extent that such rights are assignable. To the extent such rights are not assignable, Vendor shall honor all such third-party software and hardware warranties and indemnification obligations.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor shall indemnify, defend and hold harmless OST, the Board and the State and their respective officers, committees, members, agents and employees (the “**Indemnified Parties**”) from any and all liability, suits, actions, claims or damages, together with all reasonable costs and expenses (including attorneys’ fees), arising out of Vendor’s breach of the Agreement, or the negligent, reckless, intentional or other tortious, fraudulent, illegal, or unlawful conduct of Vendor or any subcontractor or independent contractor, or their respective officers, employees or agents, arising out of or related to the Agreement (“**Claims**”).
- 9.2. If OST notifies Vendor in writing of a Claim against an Indemnified Party, including, without limitation, any Claim based on Vendor’s disclosure of or failure to safeguard any personal financial or other private or confidential information, Vendor will defend such Claim at Vendor’s expense if so requested by OST, in OST’s sole discretion. Vendor will pay all costs and damages that may be finally awarded against an Indemnified Party.
- 9.3. Neither OST, the Board, the State, nor any other department, agency or instrumentality thereof, nor any committee, officer, member, agent or employee of the foregoing, shall have any obligation to indemnify or hold harmless, or any liability to, Vendor or any other party for fees (including attorneys’ fees), expenses, suits, actions, claims or damages, whether direct or indirect, compensatory or punitive, actual or consequential, arising out of or related in any way to the Agreement.
- 9.4. Notwithstanding anything to the contrary herein, no provision of this Agreement shall constitute a waiver or limitation of any right of OST, the Board or the State that may exist under applicable law.
- 9.5. Notwithstanding anything to the contrary herein, to the extent available under applicable law, OST, the Board and the State and their respective committees, officers, members, agents and employees expressly reserve all rights, claims, arguments, defenses and immunities, including, without limitation, claims or

defenses based on sovereign immunity, qualified immunity and other statutory or common law rights, claims, defenses or immunities; provided, however, that Vendor shall have the right to seek to enforce the Agreement in the courts of this State.

10. Insurance.

10.1. Vendor shall maintain the following insurance during the term of the Agreement:

- a. Worker's compensation and employer's liability insurance in accordance with applicable law;
- b. Comprehensive general liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate;
- c. Professional liability - \$5,000,000 per claim/\$5,000,000 per aggregate;
- d. Automotive liability covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection benefits as provided for in 21 *Del. C.* § 2118; and

5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss; and
 - e. Excess/umbrella policy - \$5 million total (sits above underlying worker's compensation and employer's liability, general liability, and automotive liability).
- 10.2. In addition, Vendor must maintain cyber security liability insurance coverage with limits of \$30,000,000 per claim for loss resulting from a data breach. The policy shall be issued by an insurance company with an A.M. Best Rating of A-VII and shall remain in place for the term of the Agreement. At a minimum, the policy must include third-party coverage for credit monitoring, notification costs to data breach victims, and regulatory penalties and fines (to the extent insurable). Vendor shall be responsible for any deductible or self-insured retention contained in the insurance policy. Vendor shall immediately notify OST when Vendor becomes aware of a security breach involving State data.
 - 10.3. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered to OST.
 - 10.4. Before any work is performed pursuant to the Agreement, the Certificate of Insurance and/or copies of the insurance policies specified in Sections 10.1 and 10.2 shall be provided to OST. The certificate holder is as follows:

Office of the State Treasurer
820 Silver Lake Blvd., Suite 100
Dover, DE 19904
 - 10.5. In no event shall OST, the Board, the State, or their respective committees, officers, members, agents or employees, be named as an additional insured on any policy required under the Agreement.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the Services, Vendor is an independent contractor, not an agent or employee of OST, the Board or the State, and shall furnish such Services in its own manner and method, except as required by the Agreement.
- 11.2. Except as provided in Section 4, above, Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and

discharge of all persons employed by Vendor in the performance of the Services; provided, however, that Vendor will, subject to scheduling and staffing considerations, attempt to honor OST's request for specific individuals.

- 11.3. Vendor shall be solely responsible for, and shall indemnify, defend and hold the Indemnified Parties harmless from all matters relating to the payment of Vendor's employees and any subcontractor's or independent contractor's employees, including compliance with Social Security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.4. Vendor acknowledges that Vendor and any agents or employees employed by Vendor shall not, under any circumstances, be considered employees of the State, and that they shall not be entitled to any of the compensation, benefits or rights afforded employees of the State, including, but not limited to, sick leave, vacation leave, holiday pay, pension benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits.
- 11.5. Vendor shall be responsible for providing liability insurance for its personnel.
- 11.6. As an independent contractor, Vendor has no authority to bind or commit OST, the Board or the State. Nothing herein shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose.

12. [Reserved.]

13. Termination.

- 13.1. The Agreement may be terminated by either party for default, which shall mean the failure of the other party to fulfill a material obligation under this Agreement, through no fault of the terminating party, but only after the other party is given not less than 30 calendar days' written notice of intent to terminate and opportunity to cure.
- 13.2. The Agreement may be terminated in whole or in part by the State for its convenience, but only after Vendor is given sixty (60) calendar days' written notice of intent to terminate.
- 13.3. Vendor is entitled to compensation earned for Services provided as of the effective date of termination.

- 13.4. In connection with any notice issued under this Section 13, the State may immediately retain another vendor to perform the Services. Vendor shall at all times cooperate in the transition and shall, at no cost to the State, perform such services as OST or the Board shall determine are necessary or appropriate to enable the transition of work to a successor vendor or vendor. Vendor's obligation to provide transition services shall survive termination and shall continue until such date as is communicated in writing to Vendor that such services are no longer needed.
- 13.5. If after termination for breach it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for convenience.
- 13.6. The termination of the Agreement shall not terminate any rights or obligations that are reasonably intended to extend beyond termination, including Vendor's indemnification and confidentiality obligations.
- 13.7. The rights and remedies of OST, the Board and the State provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement.
- 13.8. Gratuities.
 - a. OST may, by written notice to Vendor, terminate the Agreement without liability if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of OST, the Board or the State with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of the Agreement.
 - b. In the event the Agreement is terminated as provided in Section 13.10.a, the State shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of the Agreement by Vendor.
- 13.9. The validity and enforcement of the Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. If such funds are not so appropriated, (a) OST may immediately terminate the Agreement without liability, and (b) the Agreement shall be terminated without liability as to any obligation of the State requiring the

expenditure of money for which no specific appropriation is available, provided that Trustee shall be entitled to compensation earned up to the effective date of such termination and thereafter through the completion of the transition to a successor vendor.

14. Assignment; Subcontracts.

- 14.1. Any attempt by Vendor to assign or otherwise transfer any interest in the Agreement without the prior written consent of OST shall be void.
- 14.2. Vendor's employees and affiliated Voya Companies shall perform all Services, unless OST contents in writing to Vendor's request to use temporary staff, independent contractors or a subcontractor. Neither approval by OST of any such request, nor OST's acceptance of any solution or deliverable, or payment of any invoice, shall relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the Services. All temporary staff, independent contractors and subcontractors shall adhere to and be bound by all applicable provisions of this Agreement, including all exhibits.
- 14.3. Vendor shall be and remain liable for all damages to OST, the Board and the State caused by the negligent performance or non-performance of work under the Agreement by any use temporary staff, independent contractors or a subcontractor.
- 14.4. The compensation due to Vendor shall not be affected by OST's approval of Vendor's request to use temporary staff, independent contractors or a subcontractor.

15. Complete Agreement.

- 15.1. These STCs and its exhibits, which are incorporated herein by reference, together with the Documents, constitute the entire agreement between the State and Vendor with respect to the subject matter of the Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of the Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of the Agreement.
- 15.2. If the scope of any provision of the Agreement is too broad in any respect to permit enforcement to its full extent, then such provision shall be enforced to

the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

- 15.3. If any term or provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
- 15.4. Each exhibit to these STCs, except as otherwise agreed, shall be a complete statement of its subject matter and shall supplement, modify and supersede the terms and conditions of the Agreement.

16. Miscellaneous Provisions.

- 16.1. No waiver of any provision of the Agreement shall be effective unless it is in writing and signed by the party against whom enforcement is sought.
- 16.2. The delay or failure by either party to exercise or enforce any of its rights under the Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 16.3. Vendor covenants that it presently has no interest, and that it will not acquire any interest, direct or indirect, that conflicts or would conflict in any manner or degree with the performance of Services required under the Agreement. Vendor further covenants that, in the performance of said Services, no person having any such interest shall be employed.
- 16.4. Vendor acknowledges that OST, the Board and the State will not subsidize or tolerate discrimination. Vendor recognizes that its refusal to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, may result in the State declaring Vendor in breach of the Agreement, terminating the Agreement without liability and/or taking such additional action as may be warranted under the circumstances.

- 16.5. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State shall have the right to annul the Agreement without liability.
- 16.6. The Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 16.7. At the option of OST, the parties shall attempt in good faith to resolve any dispute arising out of or relating to the Agreement promptly by negotiation between officials or executives who have authority to settle the controversy. All offers, promises, conduct and statements, in each case relating to dispute resolution, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible in any proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable may not be rendered inadmissible merely because it was the subject of discussion in the course of negotiation.
- 16.8. Any disputes, claims or controversies arising out of or relating to the Agreement that are not resolved through resolution efforts pursuant to Section 16.7, may be submitted to mediation, if OST so elects in its sole discretion. Any such proceedings held pursuant to this provision shall be governed by the State's laws, and venue shall be in this State. The parties shall maintain the confidential nature of the proceedings and shall keep the terms of any resulting settlement or award confidential to the extent permissible under applicable law. Each party shall bear its own costs of mediation, including attorneys' fees and half of the mediator's fees and expenses.
- 16.9. Neither party to the Agreement shall be liable for damages resulting from delayed or defective performance of its obligations under the Agreement when such delays or defective performance arise out of unforeseeable causes beyond the reasonable control and without the negligence or willful misconduct of the party. If such force majeure event shall occur, Trustee and/or Administrator shall give written notice of the underlying event to the other party within two (2) business days after the date that such party becomes aware of or, with the exercise of reasonable due diligence, should have become aware of, the occurrence of the force majeure event. This section shall survive the termination of the Agreement.

- 16.10. The Agreement (including all exhibits and content) and all information relating to Vendor's compensation for Services are public documents subject to mandatory disclosure under 29 *Del. C.* § 10001-10007. In the event that OST is required by law (any statute, governmental rule or regulation, or judicial or governmental order, judgment or decree) to disclose to the public any information or document reasonable designated as "confidential" by Vendor, OST will, to the extent reasonably practicable prior to disclosure, give Vendor prior written notice of such disclosure or potential disclosure. Vendor's designation as to confidentiality is not binding on OST, the Board or the State.
- 16.11. The provisions of the Agreement are for the sole benefit of the parties hereto and the participants and beneficiaries of the Plans. The Agreement confers no rights, benefits or claims upon any other person or entity.
- 16.12. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

17. Assignment of Antitrust Claims.

- 17.1. As consideration for the award and execution of the Agreement, Vendor hereby grants, conveys, sells, assigns and transfers to the State all of Vendor's right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States or this State relating to the Services or the Agreement.

18. Governing Law.

- 18.1. The Agreement shall be governed by and construed in accordance with Delaware law, without regard to conflict of laws rules or principles. Vendor consents to jurisdiction and venue in this State.

19. Notices.

- 19.1. Any and all notices required by the provisions of the Agreement shall be in writing and shall be mailed, certified or registered mail, or emailed, as follows:

If to OST:

Attn: Office of the State Treasurer

John Meyer, Director of Contributions and Plan Management

(“Designated Contact”)
820 Silver Lake Blvd., Suite 100
Dover, DE 19904
john.meyer@delaware.gov

Attn: If to Vendor:
Melissa McAuliffe*
VP, Retirement Operations
Voya Financial®
One Orange Way
Windsor, CT 06095
Tel: (860) 580-3333
Fax: (860) 580-0250
Email: Melissa.McAuliffe@voya.com

*Registered Representative of Voya Financial Partners, LLC member SIPC

- 19.2. The parties may from time-to-time, in writing, designate any future or different address to which subsequent notices shall be sent. Any notice shall be deemed given when received.

IN WITNESS THEREOF, the parties hereto have caused these STCs to be duly executed as of the date and year first above written.

**OFFICE OF THE STATE TREASURER,
on behalf of the PLANS MANAGEMENT
BOARD**

Colleen C. Davis

Signature

Colleen C. Davis

Name

Delaware State Treasurer

Title

9/30/2022

Date

**VOYA INSTITUTIONAL TRUST
COMPANY, on behalf of itself and its
participating affiliates**

J. Denise Jackson

Signature

J. Denise Jackson

Name

President

Title

November 16, 2022

Date

The following three exhibits are attached and shall be considered part of the PSA:

- **Exhibit I to Schedule C – Confidentiality (Non-Disclosure) and Integrity of Data Agreement**
- **Exhibit II to Schedule C – Cloud Services Terms and Conditions Agreement**
- **Exhibit III to Schedule C – Data Usage Terms and Conditions Agreement**

Capitalized terms used but not defined in an exhibit shall have the meanings ascribed to such terms in these STCs.

STATE OF DELAWARE RETIREMENT PLANS

Exhibit I to Schedule C: Confidentiality (Non-Disclosure) & Integrity of Data Agreement

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State agency data will not be modified without the knowledge and written authorization of DTI. All data generated from the original source data shall be the property of the State. The control of the disclosure of those data shall be retained by the State and DTI.

I/we, as an employee(s) of or officer of my firm, when performing work for the State, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the State's data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of the State. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or federal law.

This statement applies to the undersigned Vendor and to any others working under the Vendor's direction.

I, the undersigned, hereby affirm that I have read and understand the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by its terms.

Vendor Name: Voya Institutional Trust Company

Authorizing Official Name (print): J. Denise Jackson

Authorizing Official Signature: *J. Denise Jackson*

Date: November 16, 2022

STATE OF DELAWARE RETIREMENT PLANS
Exhibit II to Schedule C: Cloud Services Terms and Conditions Agreement

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

Contract # TRE-CPM-21101, between State of Delaware and _____

_____ Voya Institutional Trust Company _____

dated 10/1/2022

	Public Data	Non Public Data	CLOUD SERVICES (CS) TERMS
<p>Vendor must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</p>			
CS1-A	<input type="checkbox"/>	<input type="checkbox"/>	<p>Security Standard Compliance Certifications: Vendor shall meet, and provide proof of, one or more of the following Security Certifications.</p> <ul style="list-style-type: none"> • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or higher) • FedRAMP - Federal Risk and Authorization Management Program
CS1-B	<input type="checkbox"/>	<input type="checkbox"/>	<p>Background Checks: Vendor must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. Vendor shall promote and maintain an awareness of the importance of securing the State's information among Vendor's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the Agreement and grounds for immediate termination and denial of further work with the State.</p>
CS1-C	<input type="checkbox"/>	<input type="checkbox"/>	<p>Responsibility: Vendor shall be responsible for ensuring its employees' and any subcontractors' compliance with the security requirements stated herein.</p>
CS2	<input type="checkbox"/>	<input type="checkbox"/>	<p>Breach Notification and Recovery: Vendor must notify the State immediately of any incident resulting in the destruction, loss,</p>

	Public Data	Non Public Data	CLOUD SERVICES (CS) TERMS
			<p>unauthorized disclosure, or alteration of State data. If data is not encrypted (<i>see</i> CS3, below), Delaware Code (6 <i>Del. C.</i> §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of personally identifiable information by Vendor or its subcontractors. Vendor will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State. Should Vendor or its employees or subcontractors be liable for the breach, Vendor shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State shall not agree to any limitation on liability that relieves Vendor or any person or entity from responsibility for its own negligence or conduct, or to the extent that it creates an obligation on the part of the State to hold any person or entity harmless.</p>
CS3	<input type="checkbox"/>	<input type="checkbox"/>	<p>Data Encryption: Vendor shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where Vendor stores personally identifiable information or other sensitive, confidential information, it shall encrypt this non-public data at rest. Vendor’s encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security guidelines. Vendor and the State will negotiate mutually acceptable key location and key management details. Vendor shall maintain mandatory cyber security liability insurance coverage for the duration of the Agreement.</p>
CS4	<input type="checkbox"/>	<input type="checkbox"/>	<p>Notification of Legal Requests: Vendor shall contact OST upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State data and processes, Vendor shall not respond to subpoenas, service of process, and other legal requests without first notifying OST, unless prohibited by law from providing such</p>

	Public Data	Non Public Data	CLOUD SERVICES (CS) TERMS
			notice.

The terms of this document shall be incorporated into the Agreement. Any conflict between this document and the aforementioned Agreement shall be resolved by giving priority to the Agreement.

FOR OFFICIAL USE ONLY	<input checked="" type="checkbox"/> CS4 (Public Data)
	<input checked="" type="checkbox"/> CS1-A and CS4 (Non-Public Data) OR <input type="checkbox"/> CS1-B and CS1-C and CS4 (Non-public Data)
	<input checked="" type="checkbox"/> CS2 (Non-public Data) <input type="checkbox"/> CS3 (SaaS, PaaS – Non-public Data)

VENDOR Name/Address (*print*):

Voya Institutional Trust Company

One Orange Way

Windsor, CT 06095-4774

VENDOR Authorizing Official Name (*print*):

J. Denise Jackson

VENDOR Authorizing Official Signature:

J. Denise Jackson

Date: *November 16, 2022*

STATE OF DELAWARE RETIREMENT PLANS
Exhibit III to Schedule C: Data Usage Terms and Conditions Agreement

Contract # TRE-CPM-21101, between State of Delaware and Voya Institutional dated 10/1/2022
 Trust Company

	Public Data	Non-Public Data		DATA USAGE (DU) TERMS
DU1	√	√	Data Ownership	The State shall own all right, title and interest in its data that is related to the Services. Vendor shall not access State user accounts, or State data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at OST or the State's written request. All information obtained or generated by Vendor in connection with the Agreement shall become and remain property of the State.
DU2	√	√	Data Usage	<p>Vendor shall comply with the following conditions. At no time will any information belonging to or intended for the State be copied, disclosed, or retained by Vendor or any third party for subsequent use. Vendor will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data. Vendor may not use any information collected in connection with the Services for any purpose other than fulfilling a Service. Protection of personally identifiable information, privacy, and sensitive data shall be an integral part of the business activities of Vendor to ensure that there is no inappropriate or unauthorized use of State information at any time. Vendor shall safeguard the confidentiality, integrity, and availability of State information.</p> <p>Only duly authorized Vendor staff will have access to State data and may be required to obtain security clearance from the State. No party related to Vendor may retain any data for subsequent use that has not been expressly authorized by the State.</p>

	Public Data	Non-Public Data		DATA USAGE (DU) TERMS
DU3	√	√	Termination and Suspension of Service	<p>Unless otherwise provided in the Agreement, in the event of termination of the Agreement, Vendor shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State data.</p> <p><i>Termination of the Agreement:</i> In the event of termination, Vendor shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State data for a period of six (6) months after the effective date of the termination. Within this timeframe, Vendor will continue to secure and back up State data covered under the Agreement. After such 6-month period, Vendor shall have no obligation to maintain or provide any State data. Thereafter, unless legally prohibited, Vendor shall dispose securely of all State data in its systems or otherwise in its possession or control, as specified herein.</p> <p><i>Post-Termination Assistance:</i> The State shall be entitled to reasonable post-termination assistance with respect to the transition of Services.</p>
DU4		√	Data Disposition	<p>Unless otherwise provided in the Agreement, at no time shall any data or processes that either belong to or are intended for the use of the State be copied, disclosed, or retained by Vendor.</p> <p>Unless otherwise provided in the Agreement, when required by the State, Vendor shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. Vendor shall provide written certificates of destruction to OST.</p>
DU5		√	Data Location	<p>Vendor shall not store, process, or transfer any non-public State data outside of the United States, including for back-up and disaster recovery purposes. Vendor may permit its personnel offshore access to the data, as long as the data remains onshore.</p>

	Public Data	Non-Public Data		DATA USAGE (DU) TERMS
DU6		√	Breach Notification and Recovery	Vendor must notify the State immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State data. If data is not encrypted (<i>see CS3, below</i>), Delaware Code (6 <i>Del. C.</i> §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of personally identifiable information by Vendor or its subcontractors. Vendor will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State. Should Vendor or its employees or subcontractors be liable for the breach, Vendor shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State shall not agree to any limitation on liability that relieves Vendor or any person or entity from responsibility for its own negligence or conduct, or to the extent that it creates an obligation on the part of the State to hold any person or entity harmless.
DU7		√	Data Encryption	Vendor shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where Vendor stores personally identifiable information or other sensitive or confidential information, it shall encrypt this non-public data at rest. Vendor's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security guidelines. Vendor and the State will negotiate mutually acceptable key location and key management details. Vendor shall maintain mandatory cyber security liability insurance coverage for the duration of the Agreement.

The terms of this document shall be incorporated into the Agreement. Any conflict between

this document and the aforementioned Agreement shall be resolved by giving priority to the Agreement.

FOR OFFICIAL USE ONLY DU 1 - DU 3 (Public Data Only) OR DU 1 - DU 7 (Non-public Data)

VENDOR Name/Address (*print*):

Voya Institutional Trust Company

One Orange Way

Windsor, CT 06095-4774

VENDOR Authorizing Official Name (*print*):

J. Denise Jackson

VENDOR Authorizing Official Signature:

J. Denise Jackson

Date: *November 16, 2022*

