

**STATE OF DELAWARE RETIREMENT PLANS
CUSTODIAL ACCOUNT AGREEMENT BY AND BETWEEN STATE OF
DELAWARE AND VOYA INSTITUTIONAL TRUST COMPANY**

DATED October 1, 2022

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THIS CUSTODIAL ACCOUNT AGREEMENT (including all schedules and attachments, the “Agreement”), effective as of October 1, 2022, between the Office of the State Treasurer (“OST”), on behalf of the Plans Management Board (the “Board”), and Voya Institutional Trust Company serving as a Directed Custodian (the “Custodian”).

WITNESSETH:

WHEREAS, pursuant to Chapter 60A of Title 29 of the Delaware Code, the State of Delaware established a tax-sheltered annuity plan (the “403(b) Plan” or “Plan”) under Section 403(b) of the Internal Revenue Code (as amended, the “Code”) for the benefit of the employees therein described;

WHEREAS, pursuant to Ch 60A, Sponsor has established three deferred compensation programs: the 403(b) Plan; the State’s deferred compensation plan under Code § 457(b); and the State’s employer match plan under Code § 401(a) (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, and Voya Institutional Trust Company, as directed trustee and custodian - 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 403(b) Plan;

WHEREAS, the assets and obligations relating to Code §§ 457(b) and 401(a) plan are dealt with in a related directed master trust 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 Board wishes to establish custodial accounts for eligible employees pursuant to an arrangement under Code § 403(b)(7), make contributions to such accounts in

accordance with Code § 403(b)(7) and allow such eligible employees to direct that such contributions are to be invested in shares of eligible funds;

WHEREAS, Broker-Dealer, by and through its affiliate, the Custodian, is willing to provide custodial services to eligible employees with custodial accounts in the Plan (“Accounts”);

WHEREAS, the Board wishes to have the Custodian provide (a) administration, recordkeeping and custodian services, (b) employee communication/education, (c) plan compliance services, (d) an investment management platform, and (e) investment advisory, managed account, self-directed brokerage and other services for the Plan and as further set forth in this Agreement;

WHEREAS, the Custodian, in conjunction with its affiliate VRIAC (or its successor), is willing to perform recordkeeping and administrative services for the 403(b) Plan which shall be provided within a framework of Plan provisions, guidelines and interpretations conveyed in writing to the Custodian by the Administrator;

WHEREAS, the Custodian, in conjunction with its affiliate Voya Financial Partners, LLC and Voya Financial Advisors, Inc. (collectively referred to herein as “Broker-Dealer”), shall provide certain investment services for eligible participants;

NOW, THEREFORE, OST, on behalf of the Board, and the Custodian, on behalf of itself and its affiliates, each intending to be legally bound, agree as follows:

1. **DEFINITIONS**

- 1.1. **Administrator**. References in this Agreement to the “Administrator” shall mean OST.
- 1.2. **Effective Date**. References in this Agreement to Effective Date shall mean the date set forth above.
- 1.3. **Employer**. References in this Agreement to Employer shall mean the State of Delaware.
- 1.4. **Investment Providers**. References in this Agreement to Investment Providers shall mean those investment providers identified in Schedule A.
- 1.5. **Participant**. Any person who holds an account under the 403(b) Plan and includes beneficiaries and alternate payees.
- 1.6. **Designated Roth Contributions**. Pursuant to Code § 402A, and to the extent permitted by the Plan, a Designated Roth Contribution is an elective deferral that is:
 - 1.6.1. Designated irrevocably by the Participant at the time of the cash or deferred election as a Designated Roth Contribution that is being made in lieu of all or

a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the Plan; and

1.6.2. Treated by the employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

1.7. Sponsor or Plan Sponsor: References in this Agreement to "Sponsor" or "Plan Sponsor" shall mean the State of Delaware.

2. CUSTODIAL ACCOUNT

2.1. Agreement. The Board hereby establishes the Agreement with the Custodian effective as of on the Effective Date. The assets held under this Agreement shall consist of (1) an initial contribution of money or other property acceptable to the Custodian in its sole discretion, made by the Employer or transferred from a previous custodian under the Plan, (2) such additional sums of money or other property acceptable to the Custodian in its sole discretion, as shall from time to time be delivered to the Custodian under the Plan, (3) all investments made therewith and proceeds thereof, and (4) all earnings and profits thereon, less the payments that are made by the Custodian as provided herein without distinction between principal and income. The Custodian hereby accepts the assets held under the Agreement on the terms and conditions set forth herein and the Custodian shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement.

This Agreement supersedes any non-legacy individual custodial account agreements as of the Effective Date of this Agreement. The rights and responsibilities of the Custodian with respect to contributions made on behalf of the Participant, both before and after the Effective Date of this Agreement, shall be governed exclusively by this Agreement. Investment directions or instructions regarding the investment of the assets or fund allocation in effect with respect to the Participant's account established under such individual custodial account agreement shall remain in effect unless and until changed pursuant to Section 6, and as set forth in Schedule A, hereof. Any salary reduction agreement between the Participant and the Employer established under such individual custodial account agreement shall remain in effect until revoked or changed pursuant to Section 3, and as set forth in Schedule A hereof. Any qualified domestic relations order in effect with respect to the Participant's individual custodial account agreement shall remain in effect with respect to such Participant's Account hereunder pursuant to Schedule A. Any Beneficiary designation in effect with respect to such Participant's individual custodial account agreement shall remain in effect unless and until changed by the Participant pursuant to Schedule A.

3. DUTIES OF CUSTODIAN

3.1. Participant Custodial Account. The Employer hereby establishes individual custodial Accounts for each Participant who completes, or who has completed, a custodial account participant enrollment form with the Custodian. The Custodian upon acceptance of the enrollment form agrees (1) to hold the assets invested hereunder for

the benefit of the Participant signing the form, and (2) to establish an Account for that Participant. The Participant's right, title, and interest with respect to an Account shall be subject to the terms of the Plan, the Code and applicable U.S. Treasury regulations. Accounts are intended to meet all applicable requirements of Code § 403(b)(7). The fund shares acquired under the Account on behalf of the Participant (the "Fund Shares") shall be selected from the funds approved by the Board and made available by the Broker-Dealer (including but not limited to any fund for which the Broker-Dealer or any affiliate of the Broker-Dealer serves as the principal underwriter or investment adviser). The Broker-Dealer is acquiring Fund Shares on behalf of the Custodian pursuant to instructions furnished by the Administrator. Such Fund Shares shall be registered in the name of the Custodian (or its nominee) and shall be held by the Custodian in the Participant's Account. The Custodian shall have no responsibility for any property until it is received by the Custodian or its agents or sub-custodians.

To the extent permitted by the Plan, an Account under this Agreement shall include the non-Roth pre-tax elective deferrals and attributable earnings and any Employer contributions and attributable earnings (the "non-Roth portion of the Participant Custodial Account") and the "Participant Roth Account." The Participant Roth Account shall be that portion of the Account which is credited with any designated Roth contributions, the portion of any transfer or rollover attributable to such amounts, and any related earnings (gains, losses, dividends or interest) and shall be debited with withdrawals of designated Roth contributions. No contributions other than designated Roth contributions and properly attributable earnings (gains, losses, dividends or interest) will be credited to a Participant Roth Account. Unless specifically stated otherwise in this Agreement, the Participant Roth Account shall be treated in the same manner as the non-Roth portion of the Account. Amounts held under the Participant Roth Account must be segregated from the amounts held under the non-Roth portion of the Account.

Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to the Participant Roth Account and the non-Roth portion of the Account.

No transaction or accounting methodology involving the Participant Roth Account or non-Roth portion of the Account shall have the effect of directly or indirectly transferring value into the Participant Roth Account.

- 3.2. Custodian Responsibilities. The Custodian shall receive and hold the assets of the Plan fund (the "Fund") on behalf of Participants in accordance with the terms of this Agreement. The duties of the Custodian, Broker-Dealer, and VRIAC (collectively, "Voya") shall be to act solely in accordance with the instructions of the Administrator or Authorized Parties in accordance with the Scope of Service, ("Scope of Service") at Schedule A, attached here to and incorporated herein.
- 3.3. Information Sharing Agreement. Custodian, by and through its affiliate VRIAC, agrees to the terms of the Information Sharing Agreement set forth in Appendix IV to Schedule A.

- 3.4. Audit Information and Reporting. Voya agrees to provide Delaware’s authorized auditors with the audit information consistent with the Annual Statement on Standards for Attestation Engagements (SSAE) No. 16 reporting on Controls, and in compliance with the requirements of the “Audit Reporting Requirements” set forth at Schedule D, attached hereto and made a part hereof.
- 3.5. Standard of Care. Voya and its 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 custodian 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 Custodian any discretionary responsibility, authority or control with respect to the management or administration of the Plan or the management of the assets of the Plan. Further, the Custodian is not a party to any Plan and has no duties or responsibilities other than those that may be expressly contained in this Agreement. In any case in which a provision of this Agreement conflicts with any provision in a Plan, the Plan Document shall control. Notwithstanding the foregoing, Voya acknowledges and agrees that to the extent Voya exercises discretionary authority with respect to any assets of the Account, it will be acting as a fiduciary on behalf of the Board and the Participants. Voya shall incur no liability to the State for any act taken or omitted by Voya or any of its agents pursuant to this agreement, except to the extent such liability is the direct result of (i) Voya’s negligence, fraud or willful misconduct in the performance of its responsibilities hereunder, (ii) Voya’s breach of its responsibilities under this Agreement, or (iii) the negligence, fraud or willful misconduct of any of Voya’s affiliates or agents in the performance of custodial or other responsibilities.

Voya agrees to defend, indemnify and hold harmless the State of Delaware, the Board and/or the Administrator, any of their officers or employees, and the Accounts and Participants, from and against damages, liabilities, losses and expenses, including reasonable attorney’s fees, which result from (i) Voya’s negligence, fraud or willful misconduct in the performance of its responsibilities hereunder, including fiduciary responsibilities undertaken by Voya under this Agreement, or Voya’s failure to perform its responsibilities hereunder in accordance with the applicable standard of care set forth above, (ii) Voya’s breach of its responsibilities under this Agreement, including a breach of fiduciary responsibilities, if any, undertaken by Voya pursuant to the Agreement, or Voya’s failure to perform its responsibilities hereunder in accordance with the applicable standard of care described above, or (iv) the negligence, fraud or willful misconduct of any affiliate or agent selected by Voya in the performance of such agent’s responsibilities.

- 3.6. Exclusive Benefit. At no time shall any part of the Fund be used for or diverted to any purpose other than for the exclusive benefit of Participants of the Plans. The assets of the Fund 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 Plan and the Fund.

4. AUTHORITIES

- 4.1. Authority to Execute Agreement. The Administrator hereby certifies that it has the power and authority to enter into this Agreement on behalf of the Plan. The person signing below as representatives of the Administrator warrants that he or she is an authorized representative of the State of Delaware, the Board and the Administrator, all signatures are genuine and the persons indicated are authorized to sign.
- 4.2. Authorized Parties. The Administrator shall concurrently with the execution of this Agreement, furnish the Custodian, VRIAC and Broker-Dealer as applicable with a written list of the names, signatures, and extent of authority of all persons authorized to direct the Custodian and otherwise act on behalf of the Administrator under the terms of this Agreement. Such persons designated by the Administrator to act on its behalf hereunder are “Authorized Parties.” The Custodian 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.
- 4.3. Authorized Instructions. All directions and instructions to the Custodian from an Authorized Party (“Authorized Instructions”) shall be in writing, transmitted by mail (including electronic mail) or by facsimile. The Custodian shall be entitled to rely on and shall be fully protected in acting in accordance with all such directions and instructions that it reasonably believes to have been given by an Authorized Party and in failing to act in the absence thereof.
- 4.4. Directed Brokerage Accounts. The Custodian shall, if so directed by the Administrator, segregate all or a portion of the Fund held by it into one or more separate investment accounts to be known as “Participant-Directed Brokerage Accounts.” The self-directed brokerage account (“SDBA”) service provider shall be prudently selected by Custodian, and as set forth in Appendix V to Schedule A. Whenever a Participant is directing the investment and reinvestment of a Participant’s SDBA, the Participant shall have the powers and duties which a Broker-Dealer would have under this Agreement if a Broker-Dealer were then serving and the Custodian shall be protected to the same extent as it would be protected under this Agreement as to directions or the absence of directions of a Broker-Dealer. The broker shall provide confirmation of each order to VRIAC, which shall maintain records in such form as to satisfy reporting requirements of the Plan.
- 4.5. Access to Investment Advice. The Custodian agrees to make available to Participants, and shall prudently select an independent third-party online investment advisory service, as specified in Appendix V to Schedule A.

5. POWERS AND DUTIES OF CUSTODIAN

In administering the Fund, the Custodian shall be specifically authorized to:

- 5.1. In accordance with Authorized Instructions, receive, hold and maintain custody of, and disburse assets of the Fund;
- 5.2. Hold securities or other Plan property in book entry form or through another agent or nominee, including without limitation in an omnibus account arrangement, provided that the Custodian's records indicate that such securities or other property are held for the exclusive benefit of the Plan and its Participants;
- 5.3. Make distributions and disbursements from the Fund and carry out related tax withholding remittance and reporting obligations under federal, state and local law;
- 5.4. Collect income payable to and dividends or other distributions due to the Fund and sign on behalf of the Plan any declarations, affidavits, and certificates of ownership required to collect income and principal payments;
- 5.5. Collect proceeds from assets of the Fund that may mature or be called;
- 5.6. Submit or cause to be submitted to the Administrator all information received by the Custodian regarding ownership rights pertaining to property held in the Fund;
- 5.7. To invest in collective investment funds maintained by a bank or trust company for the investment of the assets of employee benefit plans qualified under the Code, whereupon the instruments establishing such funds, as amended, shall be deemed a part of this Agreement and incorporated by reference herein; and
- 5.8. Generally take any action, whether or not expressly authorized, which the Custodian may deem necessary or desirable for the fulfillment of its duties hereunder and that furthers the interest of the Plan and the Participants.

6. INVESTMENT OF THE FUND

The assets of the Fund shall be invested and reinvested among the investments selected by the Board and as set forth in the Scope of Services. The Plan permits Participants to instruct the Administrator or its authorized representative with respect to the investment of their individual Accounts among investment options approved by the Board. The Custodian shall have no duty or responsibility for (i) selecting or providing advice with respect to the selection of any investments offered under the Plan, (ii) determining or reviewing any securities or other property purchased for or held by the Plan, or (iii) with the exception of any such services to be provided pursuant to the Schedule A, providing advice with respect to the purchase, retention, redemption, or sale of any securities or other property for the Plan. In the event the Board has selected particular investments into which Plan assets previously invested with another investment provider are to be placed (a procedure known as "mapping"), the Custodian

shall bear no duty or responsibility for determining the suitability of the investment offerings selected for this purpose.

7. REPORTING AND RECORD KEEPING SERVICE

- 7.1. Maintenance of Records and Accounts. The Custodian, by and through its affiliate, VRIAC, shall keep accurate and detailed records of all amounts received to and disbursed from the Fund and the investments, receipts, disbursements, investments and other transactions relating to the Accounts. After any disbursement from an Account, the Custodian shall furnish the Participant with a detailed accounting of such disbursement. On a quarterly basis, the Custodian shall furnish the Participant with a summary of all receipts, disbursements, investments and other transactions affecting the Account during the period from the date of the last accounting, and showing the Fund Shares recorded in the Account. The Custodian shall provide a report of the assets of the Fund to the Board, and provide record keeping services as set forth in the Scope of Services. For the avoidance of doubt, the parties understand and agree that the services set forth in Schedule A shall be performed by VRIAC.
- 7.2. Review of Reports and Access to Records. The Administrator shall make a good faith effort to inspect reports within a reasonable amount of time after such reports have been furnished. As applicable, the Administrator will notify the Custodian of any errors. The Administrator or its agent, upon giving prior written notice to Custodian, shall have the right to inspect the Custodian's books and records directly relating to the Fund during normal business hours.

8. COMPENSATION, EXPENSES, TAXES, INDEMNIFICATION

- 8.1. Compensation and Expenses.
- 8.1.1. Compensation: The Custodian's fee for services under this Agreement are covered in the fee set forth in Schedule B.
- 8.1.2. Contributions. The Custodian uses a bank account to receive and hold contributions or other amounts to be invested in the Fund. The Custodian is unable to invest contributions or other amounts until Authorized Instructions are received in good order. The Custodian 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), the Custodian 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, the Custodian will process the contributions or other amounts on the next business day.
- 8.2. Distributions The Custodian will receive float income in connection with distributions and disbursements during the period of time commencing when an amount is redeemed from the Fund to fund a distribution or disbursement check and

ending when the check is paid. The Custodian's agent mails the check within three business days from the day that an amount is redeemed from the Fund.

- 8.3. Tax Obligations. The Administrator, as part of the State of Delaware, is a sovereign entity, 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 as a consequence of this Agreement. To the extent an Authorized Party has provided necessary information to the Custodian, the Custodian may use reasonable efforts to assist such Authorized Party to notify Administrator and/or Participants(as appropriate) 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, the Custodian shall have no responsibility or liability for any Tax Obligations now or hereafter imposed on the Fund by any taxing authorities, domestic or foreign, except as provided by applicable law. To the extent the Custodian is responsible under any applicable law for payment of any Tax Obligation on behalf of the Fund, the Administrator shall cause the appropriate Authorized Party to inform the Custodian of all Tax Obligations, shall direct the Custodian with respect to the performance of such Tax Obligations, and shall provide the Custodian with all information required by the Custodian to meet such Tax Obligations.
- 8.4. Indemnification. [Reserved.] - Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 8.5. Force Majeure. [Reserved.] - Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

9. TERM, AMENDMENT, TERMINATION, RESIGNATION, REMOVAL

- 9.1. Term and Resignation. The initial term of this agreement shall be for five (5) years from the Effective Date, provided that the initial term can be extended at the Board's sole option for up to three (3) additional one-year terms upon written notice to Custodian. The Custodian may resign as custodian 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 custodian will be appointed by the Administrator, and Voya 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 Custodian any Fund hereunder, less such amounts as may earned as compensation as provided in Schedule B.
- 9.2. Removal or Resignation of Custodian. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

9.3. Plan Termination. [Reserved.] – Addressed in Section 12.3 below.

10. INSURANCE. [RESERVED.] - Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11. ADDITIONAL PROVISIONS. [RESERVED.]

11.1. Cooperation. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.2. Employment. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.3. Use of Name. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.4. Performance. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.5. Entire Agreement. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.6. Waiver. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.7. Successors and Assigns. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.8. Partial Invalidity. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

11.9. Headings. The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

11.10. No Discrimination in Employment. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

- 11.11. Assignment or Alienation. Except as may be provided by law, the Fund shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of Administrator, or Participants. The Custodian shall not recognize any assignment or alienation of benefits unless an Authorized Instruction from the Administrator is received.
- 11.12. Governing Law. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.13. Gratuities. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.14. Appropriations. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.15. Confidential Information. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.16. Security and Encryption. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C, Exhibit 2 and 3.
- 11.17. Notices. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.18. No Discrimination in Employment. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.19. No Third Party Beneficiaries. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.
- 11.20. Execution in Counterparts. [Reserved.] – Addressed in Standard Terms and Conditions for Deferred Compensation Plan Recordkeeping and Administrative Services in Schedule C.

12. AMENDMENT; TERMINATION

- 12.1. The Custodian shall have all additional powers and authority necessary or desirable, in the sole judgment of the Board, for prompt and effective administration of the Accounts 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 12.1 grants any implied power to change Participant interests in any Account, to increase the duties or responsibilities of the Custodian without the Custodian's consent, or to amend this Agreement in any manner that would cause all or any portion of the Plan to be disqualified under Code § 403(b), or to cease to be eligible under Code § 403(b). 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).

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

12.3. 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 the Plan in whole or in part, the Administrator shall give written notice to the Custodian promptly of such alteration, modification or amendment. Upon termination of the Plan, the Custodian shall distribute all assets in the Fund, less any fees and expenses then owed, pursuant to the instructions of the Administrator and in accordance with the Code and applicable law. The Custodian shall be entitled to assume that such distributions are in full compliance with the terms of the Plan and applicable law.

13. GENERAL PROVISIONS

13.1. No Encumbrances. Except to the extent permitted by applicable law and the Plan, no interest in any Account 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 Account or other person interested therein shall have the power to anticipate, encumber or charge his or her interest therein, and no 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 Account or other person interested therein.

13.2. Effect. All persons at any time interested in an Account hereunder shall be bound by the provisions of this Agreement and, in the event of any conflict between this Agreement and the provisions of the 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.

[No further text. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers as of the Effective Date set forth above. The signatures below constitute part of this Agreement.

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

By: 

Name: Colleen C. Davis

Title: Delaware State Treasurer

VOYA INSTITUTIONAL TRUST COMPANY

By: *J. Denise Jackson*

Name: J. Denise Jackson

Title: President

SCHEDULES

Schedule A: Scope of Services (including Administrative Requirements and Rules of Engagement)

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- Appendix II to Schedule A: Contribution Rate Services
- Appendix III to Schedule A: Payroll Feedback Services
- Appendix IV to Schedule A: Information Sharing – 403(b) Plan
- Appendix V to Schedule A: Domestic Relation Order Review and Approval
- Appendix VI to Schedule A: Plan Investment Options
- Appendix VII to Schedule A: Investment Provider Minimum Standards Disclosure Statement
- Appendix VIII to Schedule A: Voya Financial® Excess Trading Policy
- Appendix IX to Schedule A: VRIAC's Policy for Correction of Inadvertent Processing Errors
- Appendix X to Schedule A: Planwithease Service
- Appendix XI to Schedule A: Legacy Life Insurance Policy Support
- Appendix XII to Schedule A: Voya Employer's Rollover IRA

- Exhibit I to Schedule A: State of Delaware Required Reporting
- Exhibit II to Schedule A: Investment Advisory Agreement
- Exhibit III to Schedule A: TD Ameritrade Self-Directed Brokerage Account (SDBA)

Schedule B: Payment Schedule

- Appendix I to Schedule B: General Compensation Provisions
- Appendix II to Schedule B: Reimbursement of Plan Expenses and Mutual Fund Revenue Share
- Appendix II to Schedule B: Performance Standards

Schedule C: Standard Terms and Conditions

- Exhibit I to Schedule C – Confidentiality (Non-Disclosure) & 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

Schedule D: Audit Reporting Standards

Schedule E: Authorized Plan Sponsor Representatives

STATE OF DELAWARE RETIREMENT PLANS
Schedule A: Scope of Services

The Custodian, by and through its affiliates, VRIAC (also referred to as “Contractor”) and 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 “Delaware.” Custodian and its affiliates shall comply with Sponsor Investment Policies, and guidelines which shall be available upon request.

1. 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 Plan Sponsor, shall be as mutually agreed upon by the parties. The Contractor will hold group meetings and one-on-one counseling sessions to provide information about the retirement benefit options available and will assist employees with the enrollment process.
2. Conducting introductory on-site education and enrollment meetings for employees.
3. Ongoing allocation of Plan contributions received in good order to individual participant accounts, and reconciliation of Plan and participant activity bi-weekly. For purposes of this provision, Plan contributions are deemed to include loan repayments (if applicable) and non-routine contributions, such as rollovers or plan to plan transfers, if permitted under the Plan.
4. Contractor 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 402(g) 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 Plan Sponsor, the Contractor also supports direct refunds to participants with the appropriate tax reporting.

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 Contractor’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.

5. 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 Plan Sponsor. Any delegation of the Plan Sponsor's role of authorizing or approving transactions under the Plan to the Contractor will be as directed later within this Schedule or other written instrument between the parties. Such direction shall not be construed as delegating Contractor discretion with respect to such decision.

6. Ongoing generation of periodic Plan activity reports for Plan Sponsor use, as mutually agreed upon, to be made available through a secure website. At a minimum, the Contractor will provide the Required Reporting identified in Appendix F of the Request for Proposal issued by the Council. The Contractor agrees to provide the Plan Sponsor with adhoc reporting based upon mutually agreed upon requirements for content and timing.

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.

7. Ongoing provision of employee enrollment and education services, including the provision of communication packages which includes the necessary information for employees to enroll and make investment choices.
8. Establish and maintain an electronic interface with the Plan Sponsor for participant enrollment information (including automatic enrollments, if applicable) and changes to the participant's contribution amount or rate, as provided in Appendix II and III to Schedule A.
9. 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.
10. 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.
11. Access to an internet site, 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.

The Contractor will provide a mobile account application for owners of iPhone[®], iPads, iPod Touch[®], 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.

12. The Contractor 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 Contractor 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.
13. Access to a Sponsor Web site, through which a Sponsor may obtain reports. The Sponsor must select a primary contact by completing an administrative form to be provided by the Contractor.
14. Provide the administrative services described in Appendix IV to Schedule A through VRIAC's planwithease.com online tool.

Incoming Rollovers / Transfers Authorization

15. Ongoing review and processing of participant-initiated incoming rollover or transfer requests, on behalf of the Plan Sponsor, 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.
16. At the Plan Sponsor's direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for review and final disposition of the determination.
17. Hardship Withdrawal provisions under the 403(b) Plan:
Indicate who will be responsible for authorizing hardship withdrawals.
 Planwithease Authorized
18. 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.
19. Permitted Frequency – There shall be no restrictions on how often a participant may request an in-service withdrawal.

20. Permissible In-Service Withdrawal Related Provisions: Indicate who will be responsible for authorizing in-service withdrawals permitted under the 403(b) Plan.

- a. the Contractor* - For Age 59 ½ withdrawals, In-Service Distributions of Rollover Accounts and Purchase of Governmental Defined Benefit Plan Service Credit
- b. Planwithease Authorized – For Exchange and Plan-to-Plan Transfer
- c. *The Contractor’s ongoing review and processing of participant-initiated withdrawal or transfer requests, on behalf of the Plan Sponsor, shall be based on mutually acceptable procedures for the review and processing of these types of requests.
- d. 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.
- e. At the Plan Sponsor’s direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.
 - i. **Permitted Frequency** – There shall be no restrictions on how often a participant may request an in-service withdrawal.

21. Domestic Relations Order Administration: Indicate who will be responsible for reviewing and qualifying Domestic Relations Orders (DRO) under the 403(b) Plan.

- a. Planwithease Authorized

22. NOTE: If a DRO received from a state agency is related to child support payments, the Contractor 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 DRO. Additional distribution paperwork and/or action from the alternate payee are not required.

23. Benefit Payment Related Provisions: Indicate who will be responsible for authorizing participant-initiated benefit payment requests (including annuity payments, if permitted, and death benefits) under the Plan.

- a. the Plan Sponsor

At the Plan Sponsor’s direction, participants who have had a request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the determination.

24. Access to counseling by licensed agents or representatives for Plan participants, who are retiring or otherwise requesting a benefit payment from the Plan, based consistent with the negotiated Rules of Engagement for Designated Contractor (Voya) Plan Representatives (“Rules of Engagement”) contained herein. Trustee shall open an office in Delaware for such purpose, at a location designed to meet the needs of the participants.
25. Minimum criteria for Agents or licensed representatives access to the 403b plan Series 6/63 – Ideal is Series 7/65
 Currently licensed with a FINRA broker/dealer
 State of Delaware Insurance appointment
 Ideal candidate would have other industry credentials, i.e. CFP, CFS, CRPC, etc.
 Clean FINRA Form U4
 Phone/In person interview
 Commitment to abide by written Rules of Engagement.
26. 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:
- a. Participants: With respect to the 403(b) Plan the Contractor is directed by the Plan Sponsor to calculate the RMD amount but not distribute the RMD amount unless the participant requests such payment. The Contractor shall calculate the RMD from the 403(b) Plan in the following manner.
 - i. 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.
 - ii. 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.
 - iii. For participants who are at least 70-1/2 years of age 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.
 - b. Beneficiary(ies): In the absence of an affirmative election or instructions received in good order from the beneficiary (ies), the Plan Sponsor directs the Contractor to calculate the RMD amount in accordance with Code Section 401(a)(9) provided the Contractor 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 Contractor 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 Plan Sponsor directs the Contractor to apply the five-year payout rule and force out a lump sum by December 31st of the fifth year following the year of the participant's death.

27. The Plan Sponsor acknowledges that the Contractor 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 the Plan Sponsor's, the Plan participant's or the beneficiaries' failure to provide the required information in a timely manner.
28. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants based on mutually acceptable guidelines.
29. Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the transmission to the Contractor 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 Contractor shall be able to rely on the information provided by the Plan Sponsor. We are not responsible for any errors, omissions or other inaccuracies in the data you or an unaffiliated third party, including without limitation, prior service providers furnish us. Over the term of this Agreement, the Contractor and the Plan Sponsor will develop procedures for the Plan Sponsor to notify the Contractor of changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor 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.
30. The Plan Sponsor directs the Contractor 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 Contractor is advised to remove the administrative hold either by the Plan Sponsor or upon receipt of a court order indicating that the matter has been resolved and the hold is no longer needed.

31. 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 Contractor is advised to remove the administrative hold either by the Plan Sponsor 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.
32. Notwithstanding the foregoing, with respect to joinders, the restriction will not be removed until the Contractor receives either: (1) a QDRO; (2) a court order vacating/dismissing the joinder; or (3) or a final judgment that awards the participant all of the plan benefits.
33. The Contractor 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 Contractor will set up or modify the existing account as directed in the documentation received.
34. Legacy Vendor Life Insurance Policies: Service offered pursuant to the Plan's life insurance option will be subject to the terms specified in Appendix XI to Schedule A.
35. Legacy 403(b) Services: It is the intent of the Plans Management Board (the "Board") and the Office of State Treasurer ("OST") that the selected vendor provides an optimal platform which includes the following services for the sixteen legacy 403(b) plan vendors:
 1. Existence of at least two fully redundant call centers in the event that one call center experiences an outage or other service disruptions, and the ability to automatically reroute calls from one center to another in the event of a service disruption
 2. Ability to modify voice scripts and website content within 24 hours in the event of service disruption
 3. Disaster recovery testing that occurs at least annually
 4. Processes and procedures that protect participant's personal information including a periodic audit and assessment of overall systems
 5. Ability to maintain the split between pre-tax and Roth 403(b) contributions and to maintain participant's cost basis for distribution purposes and to ensure the tracking of IRC limits between the two source types if a participant elects to utilize both in their retirement strategy.

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 Custodian and to promptly identify in writing any errors or discrepancies. The Custodian agrees to correct any errors it is promptly notified of without charge. The Custodian 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 Custodian will provide outside assets on quarterly participant statements. The Administrator or its delegate, will be required to upload defined benefit information to the Custodian 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 Custodian 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 Custodian 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 Custodian will require OST to provide written consent for the Custodian 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 Custodian 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 Custodian, its agents and affiliates fee disclosure regulations under Section 408(b)(2) of ERISA.

The Custodian 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 Custodian for such disclosure that is consistent with the U.S. Securities and Exchange Commission (SEC) no-action letter requirements.

9. The Custodian 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.

The State of Delaware 403(b) Deferred Compensation Plan

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 403(b) Deferred Compensation Plan (the “Plan”), 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 Plan 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 Plan, 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 Plan.
- 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 Plan 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 Plan document that will govern the administration of the Plan. The Plan Sponsor acknowledges it has reviewed and confirmed that these accurately reflect the provisions of the Plan as of the effective date of this Agreement.

1. Plan Information:
Plan Effective Date: January 1, 2009 Date Plan Last Amended: September 13, 2022
Plan Year: Calendar Year
Delaware does not offer any other 403(b) Plans.
Delaware does offer a 457(b) plan and 401(a) plan that is not presently or planning to register with planwithease.com.
2. ERISA Status: The 403(b) Plan is not subject to Title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).
3. Contribution Sources.
The sources of contribution permitted under the 403(b) Plan are:
 Employee Pre-tax
 Rollover
 Designated Roth Contributions
 Roth Rollover
 In Plan Roth Rollover of Distributable Amounts
 Other: Transfer Account (limited to plan-to-plan transfer from another 403(b) plan)
4. Non-Routine Contributions
Exchanges are allowed among approved investment providers under the Plan.
Plan-to-Plan Transfers are allowed into the Plan from an unrelated employer’s 403(b) plan.
Rollovers into the Plan are allowed.

5. Permissible In-Service Withdrawal Options

The following participant-initiated withdrawals and/or transfers from a participant account are permitted under the 403(b) 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(s)
- Exchange (between vendors or products within the same plan)
- Plan-to-Plan Transfer (in-service and between different 403(b) plans)
- 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. Loans: Loans are not permitted under the Plan effective January 1, 2009.

7. Final Distribution Payment Options

The following payment options are available under the 403(b) 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
- Plan to plan transfer (between different 403(b) plans and after severance from employment)
- Exchange (between vendors or products within the same plan and after severance from employment)
- Purchase of Governmental Defined Benefit Plan Service Credit (limited to Participants who have separated from service)
- Combination of all permitted payment options

8. Money Source Withdrawal Sequence

The withdrawal or liquidation sequence for money sources available to fund a withdrawal from the 403(b) Plan is identified below. Money will be withdrawn from participant investment options on a pro-rata basis. Fixed Account restrictions may apply; refer to Schedule F.

Employee Elective Deferrals

Rollover

[Transfer Account]

Designated Roth – Not Available for Purchase of Defined Benefit Plan Service Credits

Roth Rollover – Not Available for Purchase of Defined Benefit Plan Service Credits

9. Investment Providers Under the Plan

Please list all providers under the Plan. Please indicate in the chart below which investment provider may receive exchanges, plan-to-plan transfers, and rollovers into the Plan.

Investment Provider Name	Investment Provider is allowed to receive contributions under the Plan (Active Provider)	Investment Provider is allowed to accept transfers (exchanges) from other investment providers under the Plan	Investment Provider is allowed to accept transfers into the Plan from an unrelated employer's 403(b) plan	Investment Provider is allowed to accept rollovers into the Plan
Voya Institutional Trust Company	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Voya Retirement Insurance and Annuity Company	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
[AXA Equitable	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fidelity Investments	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
First Investors	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Great American Financial Resources	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Horace Mann Educated Financial Solutions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Kades-Margolis	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lincoln Financial Group	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lincoln Investment Planning	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mass Mutual	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MetLife	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New York Life*	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Security Benefit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Symetra	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
VALIC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

* Ongoing payments of life insurance premiums to New York Life is addressed in Appendix XI to Schedule A.

11. Mandatory Distributions

Mandatory distributions for terminated participants apply under the 403(b) plan.

If applicable, for purposes of mandatory distributions, rollover contribution balances will be:

- included in determining participant account balance
- excluded in determining participant account balance.

If applicable, select one of the following options regarding the automatic rollover of mandatory distributions pursuant to Code section 401(a)(31). **All mandatory distributions / rollovers must be initiated by the Plan Sponsor.**

- Plan Sponsor has elected to reduce mandatory distribution limit from \$5,000 to \$1,000.
- Plan Sponsor has elected to require mandatory distribution of participant accounts up to \$5,000. Participant account's with a balance of less than or equal to \$1,000.00 will be paid to the participant in a single lump sum cash distribution. Participant accounts with a balance between \$1,000.01 and \$5,000.00 will be rolled over into an IRA at:

Voya Rollover IRA – If this option is elected, the Plan Sponsor must complete the “Voya Automatic Rollover/Mandatory Distribution Agreement which is incorporated as Appendix XII to Schedule A.”

Non-Voya Rollover IRA – provide the following information:

Name of IRA Provider: _____

Contact Name: _____

Street Address: _____

City/State/ZIP: _____

STATE OF DELAWARE RETIREMENT PLANS
Appendix II to Schedule A: Contribution Rate Services

Contribution Rate Change Service:

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

OST acknowledges that it is responsible for ensuring that the Contribution Rate Change Service complies with their state laws in regard 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 403(b) Plan document, indicate the minimum and maximum contribution amount or rate a participant can elect.

Percentage-based

Employee elective deferral contributions	Minimum	<u>0</u> %	Maximum	<u>IRS Limit</u> %
Designated Roth contributions	Minimum	<u>0</u> %	Maximum	<u>IRS Limit</u> %

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

Dollar-based

Employee elective deferral contributions	Minimum \$	<u>0</u>	Maximum \$	<u>IRS Limit</u>
Designated Roth contributions	Minimum \$	<u>0</u>	Maximum \$	<u>IRS Limit</u>

Participant Directed Contribution Rate Escalator Service

This service allows participants to elect automatic increases in deferral rates via the Custodian’s participant internet site or by speaking with a customer service representative of the Custodian. Participant will indicate the frequency and amount of the contribution rate increase. The Custodian 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 Custodian’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 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 Plan does not allow participants to increase the limit on elective deferrals if participant has at least 15 years of service with the Plan Sponsor.

STATE OF DELAWARE RETIREMENT PLANS
Appendix III 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 Custodian 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:** Custodian will send files in an encrypted format (access information will be provided). Please provide one or more email addresses:

- FTP (File Transfer Protocol):** Custodian 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 Custodian's plan sponsor internet site.

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

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 Custodian 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 Custodian immediately in writing.

STATE OF DELAWARE RETIREMENT PLANS
Appendix IV to Schedule A:
Information Sharing Agreement - 403(b) Plan

If this Agreement covers a 403(b) Plan, the Plan Sponsor acknowledges that the 403(b) Plan under which is funded by 403(b) annuity contract(s) and/or 403(b)(7) custodial accounts issued or administered by VRIAC (“the Voya Contracts”, for purposes of this appendix) permits contract exchanges and that the Voya Contracts are available to receive both ongoing contributions and contract exchanges under the 403(b) Plan. Information sharing as described in this appendix applies to the Voya Contracts issued on behalf of a participant or beneficiary (pursuant to sections 1.403(b)-(2)(b) (3) and (12) of the Final Treasury Regulations) pursuant to an exchange from a prior issuer’s 403(b) contract as described in section 1.403(b)-10(b) of the Treasury Regulations under the Plan Sponsor’s 403(b) Plan.

- Plan Sponsor and VRIAC agree to share with each other the following information from time to time:
 - Information necessary for the Voya Contracts, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the participant or beneficiary, to satisfy section 403(b), including information concerning the participant’s employment, if applicable, and information that takes into account the participant or beneficiary’s other section 403(b) contracts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distributions restrictions in §1.403(b)-6 of the Final Treasury Regulations and whether the hardship withdrawal rules of §1.403(b)-6(d)(2) are satisfied).
 - Information necessary for the Voya Contracts, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the same individual, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Internal Revenue Code section 72(p)(2) so that the loan is not a deemed distribution under section 72(p)(2)).
 - Any other information required to comply with the applicable laws and regulations.
- The Plan Sponsor agrees to comply with the Final IRS 403(b) regulations which were generally effective January 1, 2009.
- The Plan Sponsor agrees to provide the Custodian with a list of all issuers approved to issue 403(b) contracts to participants or beneficiaries under the 403(b) Plan and the Custodian agrees to cooperate with respect to sharing information as described in this section. The Plan Sponsor agrees to identify VRIAC and/or Voya Institutional Trust Company as an approved Investment Provider and the Voya Contracts as available under the Plan to receive both ongoing contributions and contract exchanges in a written plan as required by the January 1, 2009 403(b) regulations or any extension of such date.

- The Plan Sponsor agrees to partner with the Custodian and other approved Providers and, and if applicable, any third-party administrators to develop both procedures and agreements to share participant information, as required by the 403(b) regulations, including the information mentioned above, and any other information necessary to comply with the new 403(b) regulations.
- The Plan Sponsor agrees to establish a written plan that covers both required elements and any optional features and to amend the plan as may be necessary from time to time.
- The Plan Sponsor agrees to review any applicable state laws and local laws and collective bargaining agreements regarding any provisions about exchanges of participant 403(b) accounts.
- The Custodian agrees to request information regarding a prior 403(b) contract from the prior issuer at the time of an exchange into any Voya Contracts and provide information to any successor issuer in any subsequent exchange transaction out of any Voya Contracts.

In the absence of available information regarding all or any portion of a 403(b) contract, the Custodian shall rely on the rules described in §1.403(b)-6(d)(3) of the Final Treasury Regulations.

An approved form of agreement will be provided by the Plan Sponsor.

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

Requirements

The Custodian is responsible for the ongoing review and processing of Domestic Relations Orders (DRO) under the 403(b) Plans on behalf of OST. The Custodian'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 Custodian will perform this service in a ministerial capacity only and will not exercise any discretion in performing this service. The Custodian'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 Custodian'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 Custodian 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 Custodian 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 Custodian 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 Custodian 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 Custodian 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 Custodian will not accept any Order that requires calculations prior to the time the Custodian 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 Custodian 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 Custodian 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 Custodian 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 VI to Schedule A: Plan Investment Options

The Custodian 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 Custodian’s investment product. OST hereby provides written direction to the Custodian allowing participants to make such investment choices, subject to the Board’s right to revoke this authorization if allowed by the Plan. If this agreement covers a 403(b) Plan, the Board authorizes the Custodian to accept participant-initiated exchanges between the 403(b)(1) annuity contract and the 403(b)(7) custodial account, or vice versa.

Access to Investment Advice:

Pursuant to Exhibit II to Schedule A, the Custodian 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 Custodian 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.voyaretirementplans.com/sponsor to view your Plan information on-line.

STATE OF DELAWARE RETIREMENT PLANS
Appendix VII to Schedule A:
Investment Provider Minimum Standards Disclosure Statement

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

1. Pricing Deadlines: The investment provider must furnish the Custodian 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 Custodian 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 Custodian, on the Plan's behalf. In addition, the fund shall be liable to the Custodian for systems and out of pocket costs incurred by the Custodian 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 Custodian 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 Custodian, 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 Custodian 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 Custodian 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 Custodian incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Custodian in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Custodian 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 Custodian to generally prevent any market timing and frequent trading activity under the Plan. See the Custodian's "Excessive Trading" Policy, Appendix VII to Schedule A.

STATE OF DELAWARE RETIREMENT PLANS
Appendix VIII 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 IX to Schedule A
VRIAC's Policy for Correction of Inadvertent Processing Errors

As your Plan's Custodian, 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
Appendix X to Schedule A: Planwithease Service

The Contractor agrees to provide the administrative services described in this Appendix IX through VRIAC's planwithease.com ("PWE") online tool ("PWE Service" or "PWE Services"). The Parties agree that the Plan Provisions referenced in Appendix I and II to Schedule A will be used for the PWE Service. All references herein to "PWE" shall mean VRIAC through the planwithease.com tool.

1. Plan Sponsor Authorization to PWE to Access Investment Providers' Plan Information: The Plan Sponsor shall provide PWE with the names of the Investment Providers and any assignee (including, but not limited to, a third party administrator designated by the Plan Sponsor) under the Plan and shall notify PWE in a timely manner of the termination of any Investment Provider or the addition of an Investment Provider or assignee. Pursuant to this Appendix IX, the Plan Sponsor agrees that it will notify its Investment Providers and any assignee that it has delegated Services responsibilities for the Plan to PWE. The Plan Sponsor shall authorize and direct its Investment Providers to (i) communicate directly with PWE and (ii) provide PWE with all information requested in connection with the performance of Services.

The Plan Sponsor agrees that Services provided by PWE are limited to those Investment Providers who execute a separate investment provider agreement furnished by PWE and comply with the obligations under the investment provider agreement including the provision of Plan information which shall include, but is not limited to, enrollment data (e.g., name, date of birth, social security number, etc.) relating to the Investment Provider product(s), account balances, and outstanding loan balances. In addition, the Plan Sponsor shall direct each Investment Provider to provide electronically to PWE with the names, addresses, telephone numbers, email addresses of individuals who are associated with the Investment Provider and who are authorized to communicate with PWE concerning the Services and each Investment Provider's website URLs that may be accessed by participants and beneficiaries in the Plan, where available.

The Plan Sponsor agrees that Services provided by PWE shall not extend to any current or former Investment Providers who decline to provide the Plan information necessary for PWE to perform any of the Services. The Plan Sponsor shall be solely responsible for integrating any such Plan information from any such non-participating current or former Investment Providers with the Services provided by PWE.

The Plan Sponsor acknowledges that PWE shall not be responsible for the failure of any Investment Provider to follow reasonable procedures required to effectuate the terms of this Appendix IX. The Plan Sponsor is responsible for accurately addressing and resolving with each Investment Provider separately any discrepancies or issues with the Plan information required from the Investment Provider in connection with the Services.

2. Employee Data: Upon receipt of employee census data from Payroll Human Resources Statewide Technology ("PHRST"), the Custodian, or its Authorized Individual, will furnish electronically to PWE, in a format acceptable to PWE, on a timely basis,

employee census data, including, but not limited to, each employee's Social Security number, mailing address, date of birth, date of hire, employee's Plan eligibility, any subsequent date(s) of rehire pertaining to an employee of the Plan Sponsor becoming eligible to participate in the Plan, employment status (including, but not limited to, military leave or terminated) and annual compensation determined on a calendar year basis. The Custodian also agrees to furnish electronically to PWE any changes in the above employee data as soon as is administratively feasible upon receipt from PHRST.

3. Fulfillment of Requests by PWE: The Plan Sponsor shall provide to PWE on a timely basis other necessary information requested by PWE in connection with the Services and the Plan Sponsor shall use its best efforts to verify the accuracy and completeness of all information provided. PWE shall not be responsible for errors or omissions relating to the Services provided under this Appendix IX to the extent such errors or omissions are based on or the result of incorrect, inaccurate, incomplete or missing information from the Plan Sponsor, its assignees, its Investment Providers, and any employees or agents of any of the foregoing.
4. Services to Be Provided by PWE: Subject to the terms of this Appendix IX, PWE shall perform the authorization services identified in Appendix I for the Plan. Services provided by PWE shall be performed in accordance with federal laws and regulations applicable to the Plan based on the information provided to PWE by the Plan Sponsor, its assignees, its Investment Providers, and any employees or agents of the foregoing. PWE shall not be responsible for the Plan Sponsor's oversight of the investment product(s) and/or related services offered by the Investment Providers. PWE shall perform Services in a manner consistent with the requirements of Section 403(b) of the IRC and guidance thereon issued by the Internal Revenue Service.

From time to time, PWE may, at any time, delegate some or all of its duties under this Appendix IX, including the performance of Services, to any affiliate or third party including subcontractors, independent servicing agents and other persons or companies that provide services desired by PWE; provided, however, that no such delegation shall relieve PWE of responsibility for performance of the duties so delegated or for indemnification of the Plan Sponsor as contemplated in Section 9.4 of the Agreement for any claim or loss resulting from performance of (or failure to perform) the duties so delegated.

5. Access to PWE: PWE shall establish a secured website that, in accordance with protocols established by PWE, may be accessed by the Plan Sponsor and its employees who are eligible to participate under the Plan. Such website will identify the Investment Providers who have signed a separate investment provider agreement furnished by PWE, for the Plan; and will enable participants under the Plan to initiate Plan related transactions regarding their respective accounts (including, but not limited to, transfers, hardships, other disbursements, and qualified domestic relations orders) as selected by the Plan Sponsor as indicated in Appendix I.

PWE also may, but is under no obligation to, establish from time to time a toll-free number or other medium that may be accessed by the Plan Sponsor and Plan participants in connection with the provision of Services to the Plan. Any such medium shall be established to fulfill requests for assistance with respect to the website and participant transactions and account information, including, but not limited to, log-in, website navigation, transaction processing, account balances and outstanding loan balances. The Plan Sponsor acknowledges that individuals authorized by PWE to support any such medium shall have access to the secured website established for the Plan and may also have access to the Voya Financial[®] retirement product recordkeeping systems.

PWE reserves the right to temporarily render the website, toll-free number and/or other medium inaccessible for maintenance. PWE shall use best efforts to restore access in an expedited manner, and will notify the Plan Sponsor of alternative means of communicating with PWE during such maintenance period.

6. Provision of Services: PWE shall establish timetables and procedures from time to time for the provision of Services to the Plan and shall provide them to the Plan Sponsor in a timely manner. Such timetables and procedures may be amended from time to time by PWE provided that notice is given. PWE shall furnish reports to the Plan Sponsor in accordance with the schedule set forth in the Addendum(s). Unless directed otherwise in writing by the Plan Sponsor, PWE shall create and distribute to the Plan Sponsor all communication and promotional materials that describe the Services offered to the Plan. In order to perform the Services selected by the Plan Sponsor, PWE shall communicate electronically and in a timely manner with the Plan Sponsor's employees and participants in the Plan. Communications, promotional materials regarding the Services, and reports by PWE may include the name, logo, and/or trademark of PWE.
7. Reporting: PWE shall make available to the Plan Sponsor via secure website reports reflecting PWE's authorization for transactions including, but not limited to, requests for loans, hardship withdrawals, transfers, distribution requests, and qualified domestic relations orders. Investment Providers shall be responsible for providing the Plan Sponsor with Plan-level and participant-level account reporting.
8. Licenses: PWE represents that its personnel or the personnel of any affiliate involved in performing Services to the Plan are appropriately licensed as required by law.
9. Use of Plan Information: The Plan Sponsor expressly authorizes PWE to use Plan information provided by the Plan Sponsor, its assignees, and/or Investment Providers, and any employee or agents of any of the foregoing as required to meet its obligations under this Appendix IX. Any other use is expressly prohibited absent advanced written consent from the Plan Sponsor.

Without limiting the representations provided above, PWE will not allow the use, dissemination, transmission, access, manipulation, duplication or disclosure of the Plan

information by PWE, subsidiaries or parent company for any purpose other than to provide the Services hereunder.

10. Confidential Information: PWE agrees to hold as secret and confidential all information provided to it by, or through its relationship with the Plan Sponsor, including data, reports, plans, participant lists, documents, writings, business operations and business systems, and other proprietary material (“Confidential Information”). Non-public information that is personally identifiable to a consumer (referenced in the Gramm-Leach-Bliley Act of 1999 as “Non-public Personal Information” or “NPI”), shall be treated by PWE as Confidential Information whether it is received directly from the Plan Sponsor, its assignee or an Investment Provider. Confidential Information from Investment Providers will be treated by PWE as perishable. PWE will only retain current date information for each Investment Provider. Confidential Information shall remain the property of the party from or through which it was provided.

PWE shall use Confidential Information for the limited purposes necessary to execute its obligations under this Appendix IX. PWE shall use the same degree of care to protect the Confidential Information as it uses to safeguard its own confidential information and shall implement and maintain procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. PWE shall not make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it or any part thereof, except as reasonably required in connection with the fulfillment of its obligations under this Appendix IX absent specific prior written consent of the Plan Sponsor. Confidential Information shall not include information that becomes available to the public through no wrongful action of PWE, is already in the possession of PWE and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of this Appendix IX, is independently developed by PWE, or is disclosed pursuant to a requirement or request from a government agency.

This Appendix IX shall in no way be construed to grant any right, license, or authorization to any party to use Confidential Information except as permitted in this Appendix IX. PWE shall restrict access to Confidential Information to those employees and persons in PWE’s organization with a need to know such Confidential Information in order to perform its obligations under this Appendix IX. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. The Plan Sponsor acknowledges and agrees that individuals authorized by PWE to provide customer support as described in Number 5 of this Appendix IX shall have access to participant and Investment Provider information and shall be deemed, for purposes of this paragraph, to have a need to know such Confidential Information. To the extent PWE retains a third party or affiliate to assist it in performing its duties as otherwise permitted under this Appendix IX, it shall similarly protect and restrict the use of Confidential Information by such third party or affiliate.

Upon the termination of this Appendix IX, PWE shall return to the Plan Sponsor or its designee all of the Confidential Information as of a current date, received in the course of PWE performing the Services, in such form as is reasonably requested by the Plan

Sponsor. The obligations of PWE hereunder shall survive the termination of this Appendix IX.

In the event that PWE or its representatives is required by legal process, law or regulation to disclose any portion of the Confidential Information provided to it, PWE shall provide the Plan Sponsor with prompt written notice of such requirement as far in advance of the proposed disclosure as possible so that the Plan Sponsor (at its own expense) may either seek a protective order or other appropriate remedy which is necessary to protect its interests or waive compliance with the non-disclosure provisions of this Appendix IX to the extent necessary (provided that one or the other be done). PWE and its representatives shall cooperate in all reasonable respects with the Plan Sponsor in seeking to prevent or limit disclosure and, in the event a protective order or other remedy is not obtained, PWE will limit the disclosure to the information actually required to be disclosed, provided, that PWE shall not be required to incur any out-of-pocket costs in complying with this paragraph.

The Plan Sponsor acknowledges that PWE may, from time to time, disclose Confidential Information to the Plan Sponsor, the Plan Sponsor's representatives, the Plan Sponsor's assignee(s), and/or the Investment Providers for the purpose of meeting its obligations under this Appendix IX and such disclosure shall not be considered a breach of this provision or the Appendix IX.

All data is, will be and will remain the property of the Plan Sponsor and will be deemed Confidential Information of the Plan Sponsor.

11. Privacy: PWE will, in connection with the performance of its obligations under this Appendix IX, (i) maintain appropriate technical and organizational measures to protect the Plan information it receives, accesses or processes against unauthorized or unlawful processing and against accidental access, loss or destruction; and (ii) comply with all applicable privacy and data protection laws.
12. Acknowledgment: In connection with the services performed by PWE under this Appendix IX, Plan Sponsor acknowledges that:
 - (a) the Plan Sponsor has sole authority and responsibility for determining eligibility to participate in the Plan;
 - (b) PWE is performing ministerial Services at the direction of the Plan Sponsor; any Services will not include the
 - (c) PWE serving as the Plan's representative before the Internal Revenue Service or other regulatory agency;
 - (d) PWE is not responsible for the selection or supervision of Investment Providers, including whether any products of the Investment Providers satisfy applicable law;
 - (e) PWE is not responsible for any Plan-related matter that occurred prior to PWE's assumption of Services under the Appendix IX;
 - (f) the Plan Sponsor shall be solely responsible for adopting and maintaining a plan document that meets the requirements of Section 403(b) of the IRC and the regulations thereunder;

- (g) PWE is not responsible for any conflicts that may arise between its Services and the products of the Investment Providers;
- (h) each Investment Provider shall remain responsible for the provision of any tax notices or consents required by law in connection with distributions made from its product; and
- (i) PWE is not responsible for the Plan Sponsor's use or misuse of any data that it may request and receive from PWE hereunder, including, without limitation, any failure by the Plan Sponsor to properly safeguard such data.

13. Hardship Withdrawals: Hardship withdrawals will be approved from Employee contribution sources only (and if available from the Investment Provider, the 12/31/88 cash value of the participant's account).

Hardship Reasons for Plans That Operate under Safe Harbor	Acceptable Documentation
1. Expenses for (or necessary to obtain) medical care for the participant, participant's spouse, participant's beneficiary, and/or participant's dependent that would be deductible in accordance with the Internal Revenue Code.	<ul style="list-style-type: none"> • Doctors, hospital and health service provider bills and • Insurance company statements indicating co-pays amounts, deductibles and/or expenses not reimbursed under the policy; and • Evidence (e.g., statement from accountant preparing the individual's federal income tax return.) that such medical expenses are deductible under Internal Revenue Code Section 213(d) (determined without regard to whether the expenses exceeded 7.5% of adjusted gross income).
2. Costs directly related to the purchase or construction of the participant's principal residence. Any request under this reason must be submitted prior to the scheduled closing on your property. This does not include: <ul style="list-style-type: none"> • mortgage payments • refinancing an existing mortgage, the financing of an • additions or remodeling project 	<ul style="list-style-type: none"> • Construction contract, with buyer's and contractor's signature, for the home the participant is building. • Residential purchase agreement, with the buyer's and seller's signature, for the home the participant is purchasing.
3. Payment of tuition, related educational fees, and room and board expenses for the next 12 months of postsecondary education for the participant, the participant's spouse, the participant's beneficiary, and/or the participant's dependent.	<ul style="list-style-type: none"> • Tuition statement or invoice. • Room and board statement or invoice. • Receipts, statements or invoices for other educational related expenses.
4. To prevent the participant from being evicted or the foreclosure of a mortgage on his/her principal residence.	<ul style="list-style-type: none"> • Final notice of foreclosure from bank/mortgage company. • Final legal notice of eviction from your landlord. • Final notice of tax foreclosure.
5. Burial or funeral expenses for the participant's spouse, the participant's beneficiary, or the participant's dependent.	<ul style="list-style-type: none"> • Invoice or statement for funeral home services. • Invoice or statement of burial expenses.

<p>6. Costs directly related to the repair of damage to the participant's principal residence that would qualify for a casualty deduction under the Internal Revenue Code.</p>	<ul style="list-style-type: none"> • Evidence (e.g., statement from accountant preparing the individual's federal income tax return.) that such casualty expenses are to the participant's principal place of residence and that such expenses would be deductible under Internal Revenue Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); and • Construction/reconstructions contracts, with homeowner's and contractor's signature for the repair of damage to the EE's principal residence; and • Insurance company statement indicating the amount of the deductible and/or expenses(s) not reimbursed by insurance policy; and • Invoice or receipt for purchase of materials needed to complete repair of damage to your home.
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14. Legacy 403(b) Services: It is the intent of the Board and OST that the selected vendor provides an optimal platform which includes an aggregation service for the sixteen legacy 403(b) plan vendors. This service will include (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.

Ability to provide complete outsourcing of approvals for the following internal administrative functions with limited employer involvement:

1. Contract exchanges from legacy vendors to current Voya contract.
2. Withdrawals, including approval of Hardship distributions
3. Qualified Domestic Relations Orders
4. 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:

- a Weekly transaction report listing all approved distributions and exchanges.
- b. Weekly report for all approved hardship distribution requests.
- c. Monthly vendor reports which include participant name, legacy account balance, and employment status.
- d. Current loans outstanding and all loan defaults (Note that loans are not allowed in this Plan; however, several historical loans exist.)
- e. Terminated participants who are age 70½, and age 72, or older
- f. Inactive participants with balances under \$1,000/\$5,000

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

STATE OF DELAWARE RETIREMENT PLANS
Appendix XI to Schedule A: Legacy Life Insurance Policy Support

The Custodian shall facilitate contributions remittance in a manner to be mutually agreed upon no later than the Effective Date. Custodian shall review Sponsor data and recommend one of the following two options.

OPTIONAL (Moderate Service model)

1. The Contractor agrees to accept life insurance premiums as part of the State of Delaware 403(b) Plan routine payroll contributions and to forward any life insurance premiums received to the designated life insurance carrier(s) on behalf of the Plan Sponsor and its participants.
2. The Contractor agrees to periodically provide participant address data to the designated life insurance carrier(s) in a mutually agreed upon electronic format, for use by the carrier in communicating and interacting with participants investing amounts in the life insurance option under the Plan.
3. The Plan Sponsor agrees to direct the designated life insurance carrier(s) to:
 - (a) Cooperate with the Contractor during and following the implementation/transition of the Plan;
 - (b) Make no life insurance policy changes during the Plan's implementation/transition blackout period;
 - (c) Provide the Contractor with participant life insurance premium information in the electronic format and frequency prescribed by the Contractor;
 - (d) Actively service life insurance policy holders. Scope of services is to include, but not be limited to:
 - i) Ongoing provision of a toll free telephone number, through which participants may obtain updated account and policy information, and engage in policy transactions authorized by the Plan Sponsor;
 - ii) Ongoing maintenance and distribution of any forms necessary to administer life policy transactions authorized by the Plan Sponsor.
 - iii) Processing policy cancellations and remitting any resulting cash surrender value to the Contractor for deposit to the participant's Plan account pursuant to then current investment allocation instructions;
 - iv) Producing and mailing grace and lapse letters to affected participants; and
 - v) Producing and mailing annual statements to applicable participants.
4. The Contractor will not integrate life insurance values provided by the life insurance carrier(s) into its record keeping system. Life insurance policy information will not appear

on the participants' quarterly statements, and it will not be available through the Contractor's electronic internet site or toll free participant information service line.

OPTIONAL (High Service model)

1. The Contractor agrees to accept life insurance premiums as part of the State of Delaware 403(b) Plan routine payroll contributions and to forward any life insurance premiums received to the designated life insurance carrier(s) on behalf of the Plan Sponsor and its participants.
2. The Contractor will integrate life insurance values provided by the life insurance carrier(s) into its record keeping system. Life insurance policy information will appear on the participants' quarterly statements, and it will be available through the Contractor's electronic internet site or toll free participant information service line.
3. The Contractor agrees to ongoing maintenance and distribution of any forms necessary to administer life policy transactions authorized by the Plan Sponsor.
4. The Contractor agrees to periodically provide participant address data to the designated life insurance carrier(s) in a mutually agreed upon electronic format, for use by the carrier in communicating and interacting with participants electing the life insurance option under the Plan.
5. The Plan Sponsor agrees to direct the designated life insurance carrier(s) to:
 - (a) Cooperate with the Contractor during and following the implementation/transition of the Plan;
 - (b) Make no life insurance policy changes during the Plan's implementation/transition blackout period;
 - (c) Provide the Contractor with participant life insurance premium information in the electronic format and frequency prescribed by the Contractor;
 - (d) Service existing life insurance policy holders. Scope of services include, but not be limited to:
 - i) Processing policy cancellations and remitting any resulting cash surrender value to the Contractor for deposit to the participant's Plan account pursuant to the current investment allocation instructions;
 - ii) Producing and mailing grace and lapse letters to affected participants; and
 - iii) Producing and mailing annual statements to applicable participants.

STATE OF DELAWARE RETIREMENT PLANS
Appendix XII to Schedule A: Voya Employer's Rollover Traditional IRA and/or
Roth IRA – Custodial IRA Number IH9900/IH9901

Automatic Rollover/Mandatory Distribution Agreement

REPRESENTATIONS

1. Plan Sponsor maintains a qualified retirement plan that contains a provision for the automatic rollover of mandatory distributions pursuant to Section 401(a)(31)(B) of the Internal Revenue Code (Code). The Plan's automatic rollover provision requires a terminated employee's vested accrued account balance of more than \$1,000 but not more than \$5,000 except as otherwise permitted under the Code and adopted by the Plan (the "Mandatory Distribution") to be automatically rollover over to an Individual Retirement Account or Annuity (IRA) under certain circumstances. Except for plan assets that are considered "Roth" amounts, such amounts would be rolled over to a "traditional" IRA. The Plan also permits the automatic rollover of Mandatory Distributions of Roth amounts held under the Plan to a separate Roth IRA.
2. Plan Sponsor will only direct the rollover of a Mandatory Distribution after providing the terminated employee with a written notification explaining the participant's right to receive the amount in question or to have it transferred directly to an eligible retirement plan and, absent an affirmative election from the participant, the Plan Sponsor will automatically roll over the amount into a traditional or Roth IRA.
3. Voya Retirement Insurance and Annuity Company (VRIAC) offers the Voya Employer's Rollover IRA product for use with Mandatory Distribution rollover contributions under Code Section 401(a)(31)(B) for traditional IRA and Roth amounts held under the Plan. VRIAC is an insurance company properly authorized to issue the Voya Employer's Rollover IRA product and the individual Certificates of Coverage thereunder pursuant to IRC Section 408A. VRIAC's affiliate, Voya Institutional Trust Company, holds the group annuity contract as Custodian. Voya Institutional Trust Company is a national bank eligible to serve as Custodian of the traditional IRA or Roth IRA pursuant to Code Section 408(n).
4. VRIAC will not accept a combined Mandatory Distribution of \$1,000 or less from the Plan into the Voya Employer's Rollover traditional IRA or Roth IRA. The actual amount of the Mandatory Distribution to be rolled over into the Voya Employer's Rollover traditional IRA or Roth IRA will be determined as of the date the transaction is processed subject to any applicable adjustments.
5. Amounts rolled over into the Voya Employer's Rollover traditional IRA or Roth IRA will be invested solely in VRIAC's Fixed Account and credited interest at rates determined by VRIAC. The annual rate will be at least 1% per year. The Fixed Account is designed to preserve principal and provide a reasonable rate of return consistent with liquidity and shall seek to maintain, over the term of the investment the dollar value that is equal to the amount invested in the product by the individual retirement plan.

6. An Individual Account Establishment Fee of \$20 will be deducted from each Voya Employer's Rollover IRA Certificate when it is established. An Individual Account Maintenance Fee of \$20 will be deducted from each Voya Employer's Rollover IRA Certificate each year and upon a full withdrawal. These fees will apply separately to each traditional IRA and Roth IRA established for the Certificate Holder. The fees and expenses associated with the Voya Employer's Rollover IRA shall not exceed the fees and expenses charged by VRIAC for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of Code Section 401(a)(31)(B).
7. A Certificate of Coverage will be sent to each person for whom a traditional IRA and/or Roth IRA is established. The Certificate Holder will have the right to enforce the terms of this contractual agreement establishing the Voya Employer's Rollover IRA or Roth IRA against VRIAC and Voya Institutional Trust Company.

AUTHORIZATION, ACKNOWLEDGEMENT AND CERTIFICATION

Plan Sponsor authorizes and directs Custodian, by and through VRIAC to roll over the Mandatory Distribution amounts attributable to each terminated employee described on the reports submitted electronically to VRIAC (and any list(s) submitted to VRIAC in the future pursuant to this Automatic Rollover/Mandatory Distribution Agreement) with a combined traditional or Roth vested balance of more than \$1,000 from the Plan into the Voya Employer's Rollover traditional IRA or Roth IRA as applicable.

Plan Sponsor authorizes VRIAC to issue a Voya Employer's Rollover traditional IRA or Roth IRA Certificate to each such terminated employee.

Plan Sponsor, to the best of its knowledge, certifies the accuracy of, and acknowledges that VRIAC, Voya Institutional Trust Company and their affiliates will rely exclusively on the information provided by the Plan Sponsor including the terminated employee's name, social security number, date of birth and last known good address.

Plan Sponsor certifies that the Mandatory Distribution(s) rolled over into the Voya Employer's Rollover traditional IRA or Roth IRA pursuant to this agreement does not exceed the maximum amount permissible under Section 401(a)(31)(B) of the Code or the Plan and that affected persons have been provided prior written notice of this pending rollover, including the fees that will be deducted from the traditional or Roth IRA. To the extent that the Mandatory Distribution includes Roth amounts, the Plan Sponsor certifies that the Plan document or the Plan's administrative policy permits the aggregation of the Roth and the non-Roth amounts for purposes of the minimum Voya Employer's Rollover IRA contribution of greater than \$1,000.

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
Age Group Statistics Report	Reports provided by the following age categories: Ages 0-34; Ages 35-44; Ages 45-54; Ages 55-64; Ages 65-99: <ul style="list-style-type: none"> • Number of participants with investments in each fund. • Assets held in each fund. 	Quarterly
Participant activity and education	The report includes the following: <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

Type	Information on Report	Frequency
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. Custodian has entered into agreements with Morningstar to allow Custodian to provide access to Retirement Manager services for participants of plans in which Custodian’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 Custodian, in consideration of their mutual promises and covenants contained herein, and of other good consideration duly received, hereby agree as follows:

1. CUSTODIAN 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. Custodian hereby agrees to facilitate Board’s participants’ access to Retirement Manager services provided by Morningstar. Only participants for whom Custodian maintains account records shall be entitled to access Retirement Manager.

1.3 Limited Duties. Custodian'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 Custodian is not providing any investment advice under this Agreement, and that Custodian 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 Custodian will transmit such data to Morningstar. Custodian shall not have any liability for Board's failure to timely inform Custodian or Morningstar, as applicable, of any changes to the Plan or participant data. Specifically, Board shall:

- (a) Provide Plan information and rules to Custodian and Morningstar that are necessary for set-up and promptly update this information if changes are made; and
- (b) Promptly provide to Custodian 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 Custodian 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) Custodian 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 Custodian terminates its relationship with Morningstar.
- (c) For enrollment information transmitted through Custodian'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 Custodian (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 Custodian and Morningstar is not responsible for any errors or omissions or incomplete data provided by Custodian.
- (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 Custodian 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 or Plan participants to either Custodian 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. Custodian 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 Custodian
Over \$10 million	25 bps annually	25 bps annually

The fees paid to Morningstar Investment Management LLC and Custodian 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 Custodian (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 Custodian 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 Custodian.

(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 Custodian 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: \$0
 - Minimum Subsequent Transfer Amount: \$0

Minimum Account Balance Maintained in Core Product Participant Account:
\$0

- 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 Custodian 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: Custodian's account statements will reflect only a Participant's total Brokerage Account balance without specific investment detail.

(6) Custodian, its agents and affiliates Fees Paid by Participants in the SDBA: Custodian, 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 Custodian 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. Custodian's Compensation: The Custodian's services under the Agreement are rendered in connection with the Board's selection of certain investment products offered by or through the Custodian, including the Voya Fixed Plus Account III. The revenues paid to the Custodian from such investment products shall constitute one source of compensation for the services rendered under this Agreement. The Custodian 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 Custodian will assess an additional fee in an amount to be periodically communicated in writing to the Custodian 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 Custodian being the exclusive provider 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 Custodian 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 Custodian 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 Custodian'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 Custodian 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 Custodian 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 Custodian 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 Custodian has agreed to perform certain Services under the Agreement. Based on the assumptions outlined in the Agreement, the Custodian 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 Custodian 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 Custodian. 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, Custodian compensation represents revenue assumptions made by the Custodian'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 Custodian 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 Custodian.

Custodian

4. Changes in Investment Options:

To the extent the Custodian'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 Custodian, the Custodian 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 Contractor and/or 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 ___)

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 Contractor 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 Custodian’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 Custodian expects to receive from such fund, (ii) divided by 12, and (iii) multiplied by the value of Plan Assets invested in such fund on
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 Plan Sponsor 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 Custodia, 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 attorney's 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 Custodian agrees to reduce fees by the amounts noted below, subject to a maximum aggregate amount of 20% of fees at risk annually.

Activity	Quality Performance Standard (business days)	Percentage of Fees Placed at Risk 457(b) and 401(a)	Percentage of Fees Placed at Risk 403(b)
Contribution reconciliation and posting	Processed effective as of the date received in good order before the close of the New York Stock Exchange (NYSE).	5.00%	5.00%
Hardship withdrawals	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%
Termination/Rollovers/Direct transfers for distribution	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%
Participant directed fund transfers	Processed effective as of the date received in good order before the close of the NYSE.	5.00%	5.00%
Participant statements mailed	Statements are mailed within 15 calendar days from period end	5.00%	5.00%
Confirmation statements mailed	Confirmations are generated and mailed to participant homes for financial transactions initiated by participant the next business day after the	5.00%	5.00%

Activity	Quality Performance Standard (business days)	Percentage of Fees Placed at Risk 457(b) and 401(a)	Percentage of Fees Placed at Risk 403(b)
	transaction is processed		
Plan level reporting	15 calendar days (on line only) days from month end	5.00%	5.00%
Hardship withdrawal reporting to OST	<u>15 calendar</u> days from month end	5.00%	5.00%
Posting of participant data maintenance file	Processed effective as of the date received in good order before the close of the NYSE.	5.00%	5.00%
Investment election requests	Same day * * 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.	5.00%	5.00%
Contribution percentage elections/changes	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%
Domestic relations order Processing	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%

Activity	Quality Performance Standard (business days)	Percentage of Fees Placed at Risk 457(b) and 401(a)	Percentage of Fees Placed at Risk 403(b)
System availability: voice response unit, customer call center, employer and participant website	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%
Customer call center average wait time	<u>80%</u> of calls answered within <u>40</u> seconds	5.00%	5.00%
Customer Satisfaction	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%
Field representative availability	<u>100%</u> of one-on-one meetings occur within <u>five business</u> days of request	10.00%	10.00%
Group education meetings	<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 Custodian will continue to partner with the Administrator to improve new account growth in the Plan. The Administrator and Custodian 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 perform 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 reasonably 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

If to Vendor:

Attn: 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 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 – Confidentiality (Non-Disclosure) and Integrity of Data Agreement**
- **Exhibit II – Cloud Services Terms and Conditions Agreement**
- **Exhibit III – 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

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, unauthorized disclosure, or alteration of State data. If data is not encrypted (see CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of personally</p>

			<p>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 notice.</p>

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 checked="" type="checkbox"/> CS3 (SaaS, PaaS – Non-public Data)

VENDOR Name/Address (print):

Voya Institutional Trust Compay

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 Trust dated 10/1/2022
 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>Termination of the Agreement: 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>Post-Termination Assistance: 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 (see CS3, below), Delaware Code (6 Del. C. §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 Compay

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
Schedule D: Audit Requirements

The Contractor agrees to provide and assist with the compilation of data from frozen (or “legacy”) providers needed to complete the annual audit for the 403(b) Plan as indicated in Contractor’s response to the Request for Proposal issued by the Board. The Contractor’s service is contingent upon each legacy vendor sharing information with the Contractor in the format requested. The Contractor will request the Plan Sponsor’s assistance if a prior provider’s exhibits a lack of openness/responsiveness to our requests.

As part of the implementation and transition process, the Contractor will work with the Plan Sponsor to identify the appropriate level of support, as well as reports that will be required for the program audits.

Following is a summary of the information typically included with the Contractor’s audit reporting:

- Plan Valuation Summary - Summarizes a plan's financial activity.
- Participant Valuation Summary - Details each participant's financial activity if requested.
- Summary of Plan Accounts - Includes:
 - Asset Summary and Statement;
 - Transaction Summary and Statement;
 - Schedule of Purchases and Sales Detail; and
 - Contribution Summary and Detail.
- The Service Organization Control 1 (SOC 1) - The most recent report issued by Ernst & Young, an independent accounting firm. This report describes some of the procedures and controls our recordkeeping system has in place.

STATE OF DELAWARE RETIREMENT PLANS
Schedule E: Authorized Plan Sponsor Representatives

The Custodian is hereby authorized to act upon the directions, instructions, and any information provided by any of the Authorized Plan Sponsor Representatives listed below. These signatures will be accepted until the Custodian is notified of a change in writing. The following person(s) have the authority under the Plan to provide direction to the Custodian with respect to administration of the Plan including any benefit sensitive financial transactions permitted under the Plan and requests for contribution refunds. In the event that a Plan Sponsor Representative is removed or replaced, the Custodian must be notified immediately in writing - please contact the Custodian's designated Plan Manager to request the applicable administrative form to complete.

- | | | |
|---|--|--|
| 1. | Name (please type or print)

Colleen Davis | Title

The Honorable State Treasurer |
| Agency, Division or Location Name and Code (if applicable)

Delaware Office of the State Treasurer | | |
| 2. | Name (please type or print)

Liza Davis | Title

Deputy State Treasurer |
| Agency, Division or Location Name and Code (if applicable)

Delaware Office of the State Treasurer | | |
| 3. | Name (please type or print)
John Meyer] | Title

Director of Contributions and Plan Management Division |
| Agency, Division or Location Name and Code (if applicable)

Delaware Office of the State Treasurer | | |
| 4. | Name (please type or print)

Michael G. Green | Title

Finance and Operations Program Manager |
| Agency, Division or Location Name and Code (if applicable)

Delaware Office of the State Treasurer | | |
| 5. | Name (please type or print)

Daniel Kimmel | Title

Finance and Operations Program Manager |
| Agency, Division or Location Name and Code (if applicable)

Delaware Office of the State Treasurer | | |