

EXHIBIT FOR SECTION 403(b)/SECTION 457(b) PLAN ADMINISTRATIVE SERVICES

This Exhibit for Section 403(b)/Section 457(b) Administrative Services is by and between American Fidelity Assurance Company ("We", "Us" or "Recordkeeper") and the employer executing the Master Employer Services Agreement (the "Master Agreement") to which this Exhibit is attached ("You" or "Sponsor"), for Your Section 403(b) Plan and/or Section 457(b) Plan (as applicable, the "Plan"). The terms of the Master Agreement govern this Exhibit unless expressly provided otherwise herein; We provide services for Your Section 125 Plan and You would like to engage Us to provide certain administrative duties relating to Your Plan as described in this Exhibit.

1. Definitions; Scope.

- a. **Definitions.** Capitalized terms used in this Exhibit have the meanings provided at the end of this Exhibit or the meanings given in the Master Agreement or the Plan.
- b. **Scope of Services.** You give Us the authority to act on Your behalf in connection with Your Plan, but only as expressly stated here. We undertake only non-discretionary recordkeeping duties under this Exhibit and do not intend to be the named "Plan Sponsor" or "Plan Administrator" under the Code and any other applicable federal or state law and supporting regulations. You acknowledge that You are legally responsible for Plan adoption, management and/or compliance, and over disposition of assets of the Plan prior to, during and after the term of this Exhibit. You are and will remain the fiduciary with respect to the management and administration of the Plan and the related participation obligations. We are providing the Services hereunder based on Your representation that the Plan is not subject to the requirements of ERISA; under no circumstance will We be liable or responsible for failure of the Plan to comply with ERISA.
- c. **Regulatory Compliance; Nature of Services.** We represent that We have the authority to perform the Services described in this Exhibit, and upon request, will provide You with evidence of this authority. Our Services will comply with the applicable laws and regulations of the Code. You agree that our Services do not constitute legal advice, legal opinions or other representations relating to Your Plan. You agree to seek legal counsel as to the Plan's compliance with applicable law.

2. **Services.** We will perform the following services ("Services") in accordance with professional standards common in the industry. If You do not provide Us timely access to Your customer materials in Our performance of the Services, then Our performance will be excused until You do so.

- a. We will provide (i) general guidance and sample forms to assist You in the overall administration of the Plan; (ii) a written Plan document and written Amendments or Plan document updates from time to time as required to continue qualification of Your Plan; (iii) sample Salary Reduction Agreements (SRAs) and election forms, eligibility notices and guidance to assist You in complying with the Universal Availability rules for Plans; and (iv) necessary Participant information for Your Plan's compliance with the Code, including but not limited to information required for distributions from the Plan, Plan loans, rollovers into the Plan, Plan-to-Plan transfers, and Plan exchanges.
- b. On Your behalf, We will approve and monitor distributions from Approved Providers according to Your Plan rules and IRS guidelines and related activities, including: (i) providing Participants with required notice of right to elect a direct rollover prior to processing an eligible rollover distribution from the Plan; (ii) providing Participants an approval form and instructions to request a Plan distribution; (iii) applying Plan rules and applicable law at Your direction to determine eligibility for distributions from the Plan, including distributions due to age, termination of employment, disability, or financial hardship/unforeseeable emergency; (iv) monitoring Provider reports of financial hardship or unforeseeable emergency distributions and report such distributions to You upon request; and (v) monitoring and at Your direction, approving contract exchanges, transfers, rollovers, and service credit purchases.
- c. We will review any Domestic Relations Orders ("DROs") received by the Plan and apply the rules under the Plan in accordance with applicable law at Your direction to determine if the DRO qualifies as a "Qualified Domestic Relations Order" ("QDRO").

- d. To the extent We receive the required information from the applicable Provider, We will maintain records of each Plan Participant's account balances as of the most recent valuation data available solely for the purpose of determining the Plan's compliance with applicable qualified Plan rules and not for the purposes of reliance as to account balance by a Participant. The records of each such account balance shall reflect amounts attributable to employer contributions (if any), Participant elective-deferral contributions, rollover contributions and transfers, and any after-tax contributions. If a Plan accepts after-tax Roth Elective Deferral Contributions as permitted under Code section 402A ("Roth Contributions"), We will keep records that separately account for such Roth contributions and any rollover Roth Contributions, where permitted. We will not be obligated to provide any recordkeeping services with respect to accounts where an entity is not an Approved Provider.
- e. We shall arrange for contributions to and investments in a Participant's account to be allocated in contracts available under the Plan, or as directed by such Participant (or the Participant's beneficiary in the event of the Participant's death). All contributions shall be allocated among such options in accordance with the most recent valid instructions. Transfers among Plan funding options shall be made pursuant to the instructions of the Participant (or beneficiary) in accordance with the terms of the Plan but subject to any restrictions in the applicable mutual fund or annuity contract. We will provide all of the forms necessary to enable allocations of contributions or transfer amounts among the Plan funding options.
- f. We will, as authorized under the Plan and subject to applicable law, administer Plan loans. This duty shall include, but is not limited to, determining the availability of Plan loans, approving, and accounting for Plan loans available under the terms of the Plan.
- g. We will receive beneficiary distribution request forms from Participants, verify the documents comply with Plan and applicable legal requirements, and notify the applicable provider of such determination.
- h. Prior to the distribution of a Participant's benefits from an account with a provider that is no longer an Approved Provider, We will provide the appropriate tax notice as required under section 402(f) of the Code.
- i. We will notify Participants nearing or exceeding the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code. We will, at such times as the parties shall agree, provide You with reports concerning employee elective deferrals in order to aid in their compliance with the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code.
- j. We will take such steps to correct any of Our errors so that the Participant is made whole.
- k. If You elect Common Remitter Services, We will use our best efforts to process remittances and data files received in good order by the end of the following business day. We will maintain and process any files and remittances We receive from You via a separate bank account, with all data received encrypted for security prior to transmittal to Providers. If Participant contributions cannot be processed as received, We will notify You immediately for assistance in reconciliation so that the contributions can be processed on a timely basis.
- l. We will notify You immediately of any letter, telephone call or other communication We receive from an attorney, state insurance department, or other federal or state agency with respect to any matter relating to You or the Plan. If requested, We will provide any applicable information that We may possess to respond to the communication, with the process to be agreed upon.
- m. In the event that We or any affiliated successor entity are required to have a third-party administrator's license in any jurisdiction where We provide Services, We will comply with any applicable laws relating to remittance trust accounts and required notices to Participants.

3. Your Responsibilities. You agree to perform the following duties regarding the Plan services:

- a. You will select the entities that, in addition to American Fidelity, are eligible to become Approved Providers under Your Plan's criteria. You will maintain a current list of available and approved Investment Arrangements ("Products") from each Approved Provider of the Plan. We will provide education and guidance to the Sponsor upon request.
- b. You will provide Us with necessary Employer Data (as defined in the Master Agreement) which may include but is not limited to each Participant's date of hire, date of birth, salary, employment status (full or part-time),

prior deferrals, contributions, termination date, etc. We will not be responsible and will have no liability to You or any Participant for incomplete, inaccurate and/or untimely Employer Data, whether from You or any other party. We may charge an additional fee, agreed upon in advance, if We are required to take corrective action as a result of any incomplete, inaccurate or untimely information.

- c. You will process Participant payroll deductions under the applicable Salary Reduction Agreements and election forms, as applicable. If a Participant wishes to modify an SRA or an election form, You must forward the amended document to Us for approval before implementing any change.
- d. If an Approved Provider fails to comply with the Investment Provider Agreement, You will cooperate with Us to correct the failure; if the failure continues for more than 30 days after notice to the Approved Provider, that Provider will no longer be an Approved Provider and will be "de-selected" from the Plan. All further contributions, hardship or unforeseeable emergency distributions, or Plan loans will be discontinued. To the extent You fail to do this, We will not be responsible for any compliance issues with the Plan that result.
- e. Where any question arises with regard to actions taken by a Provider based on information We have received from a Provider, We will notify You of the issue for Your resolution.
- f. You will respond to written and/or verbal requests for Plan information from covered Participants.
- g. You will immediately notify Us if at any time You determine the Plan is or has become subject to ERISA.
- h. You are required to maintain all Plan documentation (Plan documents, SRAs, election forms, as applicable) for as long as there is any benefit that could become due to a Participant under Your Plan. We will maintain copies of all executed SRAs and election forms that You deliver to Us.
- i. In the event that You elect Common Remitter Services, You will remit Plan contributions to Us in an approved format on a timely basis. You will provide complete payroll data and reconciliation files as needed to properly reconcile the contributions.
- j. If You sponsor multiple 457(b) Plans, You will be responsible for coordinating Participant Plan contribution limits across such Plans (whether Yours or an affiliates) and limiting participant contributions or take corrective action as required by applicable law.

4. Fees; Limits of Liability.

- a. In exchange for the Services, You agree to the applicable fees set forth in Appendix A attached hereto and if selected, Common Remitter Service fees. You may elect to pass on the fees for services to Your Approved Providers and each Approved Provider must agree to pay the fees as a condition of becoming or remaining an Approved Provider.
- b. **Limitation on Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION WE MAY RECEIVE FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OUR MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO YOU PURSUANT TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE SHALL NOT EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM.**

5. Records. In addition to our obligations to maintain records set forth in the Master Agreement, We will deliver necessary records to You when requested and required temporarily in the case of any regulatory audit. We will deliver copies of records or any part of them within ten (10) business days of such request, or earlier, if required by state law. We reserve the right to request reimbursement for expenses for delivery that exceed \$50.00. We will maintain a copy of this Exhibit along with transaction records for the minimum of seven (7) years after the end of the year of processing, unless transferred to a successor recordkeeper by Your written request. In such case, the successor will acknowledge, if required by law, that it is responsible for retaining Your records regarding transactions that may have occurred under this Exhibit.

6. Term and Termination.

- a. **Term of Exhibit.** This Exhibit will begin on the date of the execution of the Master Agreement to which this Exhibit is attached, and shall remain in effect until completion of the first full Plan Year thereafter. Unless otherwise agreed to in writing by the parties hereto, for purposes of this Exhibit, the term "Plan Year" shall mean a twelve (12) month calendar year beginning January 1. Upon completion of the first full Plan Year, this Exhibit will continue in full force and effect for additional Plan Years until and unless terminated. In addition, this Exhibit will automatically terminate upon termination of the Plan and the distribution of all Plan assets.
- b. **Termination.** This Exhibit may be terminated with or without cause by either party upon sixty (60) days' written notice to the other party. We may terminate this Exhibit effective no sooner than 30 days following any determination that the Plan is subject to ERISA, whether You make that determination or if We become aware of facts indicating that the Plan is subject to ERISA. Further, if We no longer provide Your Section 125 Services, We may terminate this Exhibit with (30) days' written notice any time after the end of the final Plan Year this Exhibit is in force.
- c. **Rights Upon Termination.** Upon termination of this Exhibit for any reason, each party shall pay all amounts due the other party within ten (10) days. We will transfer all records of the Services upon Your written request and payment of the amounts set forth on Appendix A. We agree to follow Your reasonable instructions relating to the transfer of such records, subject to all statutory and regulatory requirements.

7. **Confidentiality.** In performing the Services, We are subject to the confidentiality and data security requirements of the Master Agreement and all applicable laws regarding the privacy of the individual, non-public information that we may access or process under this Exhibit.

8. **Notices.** Notices under this Exhibit shall be given as described in the Master Agreement.

9. **Definitions.** Capitalized terms not defined in this Exhibit will have the meaning given to them in the Plan or the Master Agreement.

"**Approved Providers**" means entities (i) You have selected in Your capacity as Sponsor to offer investment options to Participants, (ii) who are properly licensed and registered, and (iii) who have signed and continue to comply with the form of Investment Provider Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended, including regulations and official guidance issued thereunder.

"**Investment Provider Agreement**" means the agreement with You that a provider must execute to be considered an Approved Provider. The Investment Provider Agreement is necessary and required by the Code for Us to provide Services and are required for a provider to receive contributions. We will provide a form Investment Provider Agreement to use with Your selected providers.

"**Participant**" includes, but is not limited to any former, current and/or future active, inactive or terminated employees of Sponsor for whom contributions to the Plan are/were made or that maintain Plan assets during any particular billing period or Plan Year (as defined in Section 6(a) of this Agreement).


"**Plan**" means Your Section 403(b) Plan and/or Section 457(b) Plan, as applicable.

"**Provider**" means an investment provider who either (1) is an Approved Provider, or (2) was an Approved Provider at one time. This general term may include entities that are no longer receiving contributions but may have done so in the past and who agree to share information with Us so that we can maintain balances of prior investments.

"**Salary Reduction Agreement**" or "**SRA**" means the agreement executed between You and each Participant relating to contributions to the Plan from such Participant's pay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

**AMERICAN FIDELITY
ASSURANCE COMPANY**



By:

Name: Christopher A. Rodriguez
Title: Senior Vice President

Name: Anne E. Spence
Title: Authorized Signatory

Please provide Your address for legal notices.

Address for Notice:

American Fidelity Assurance Company
Attn: Law Department
P.O. Box 25523
Oklahoma City, Oklahoma 73125

Address for Notice:

Attention To
Address Line
Address Line