

# ICMA-RC GUIDED PATHWAYS® ADVISORY SERVICES MANAGED ACCOUNTS SERVICES AGREEMENT

This **Managed Accounts** Services Agreement (“Agreement”), made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (*herein referred to as the “Inception Date”*), between the \_\_\_\_\_ (“Employer” or “you”), a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ with an office at \_\_\_\_\_ (Address), \_\_\_\_\_ (City), \_\_\_\_\_ (State), \_\_\_\_\_ (Zip Code), and The International City Management Association Retirement Corporation (“ICMA-RC”), a Delaware corporation, is to add the discretionary investment advisory services program (“**Managed Accounts**”) described in this Agreement a service offered under your employer-sponsored retirement plan or plans (“Plan”).

## RECITALS

Employer acts as a public sponsor for a Plan with responsibility to obtain investment alternatives and services for employees and former employees participating in that Plan (each a “participant”);

ICMA-RC provides an array of services to public employers for the operation of employee retirement plans including, but not limited to, investment advisory services, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

**Managed Accounts** is a discretionary investment advisory service provided as part of ICMA-RC’s Guided Pathways® Advisory Services program, a suite of investment services designed to assist participants in reaching their retirement investing objectives.

This Agreement adds **Managed Accounts**, a discretionary investment advisory service, to **Asset Class Guidance** and **Fund Advice**, already offered by ICMA-RC and available to most participants. These services, all of which are offered through the Guided Pathways® Advisory Services platform, are intended to assist participants in reaching their retirement investing objectives.

ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940, as amended (“Advisers Act”).

## AGREEMENTS

### 1. Investment Advisory Services

Each participant, beneficiary or alternate payee as permitted under the Plan (collectively, “Participants”), electing to have investment advisory services provided by ICMA-RC must agree to the Investment Advisory Agreement (“Participant Agreement”), which describes the features of **Managed Accounts** and **Fund Advice** as well as the rights and responsibilities of the Participants under the program.

Participants who are subject to any imposed frequent trading restrictions are not eligible to participate in **Managed Accounts**.

By entering into this Agreement, you acknowledge and agree that you have received and reviewed this Agreement and the Participant Agreement, including the terms, conditions, and details of **Managed Accounts** described in those Agreements and that as **Plan Fiduciary you authorize ICMA-RC to offer and make available Managed Accounts to Participants in each of your eligible ICMA-RC administered 457, 401, 403(b), and Payroll IRA plans. Vantagecare Retirement Health Savings Plans and Plans that do not meet core investment option asset category requirements (e.g., ICMA-RC’s standard 457 PTS Plan) are not considered eligible plans.**

#### **Managed Accounts**

**Managed Accounts** is a discretionary asset allocation and management service designed for Participants who want to delegate their individual Plan investment decisions to a financial expert. Participants are charged an asset-based fee for **Managed Accounts**. See Section 5 below for applicable fees. The Managed Accounts fee covers only our advisory fee for allocating and reallocating assets in participants’ accounts and does not cover any other fees or expenses associated with these accounts including underlying mutual fund and plan administration fees.

Under **Managed Accounts**, a Participant authorizes ICMA-RC to exercise discretionary authority to allocate and reallocate the assets in his or her Plan account or accounts among eligible Plan investments and implement individualized advice generated from the investment methodologies and software created by Morningstar Investment Management LLC (“Morningstar Investment Management”), a leading provider of retirement advice and asset allocation strategies. Morningstar Investment Management is a federally registered investment adviser and a subsidiary of Morningstar Inc., a leading world-wide provider of independent research committed to helping investors reach their financial goals. In providing such services to ICMA-RC, Morningstar Investment Management acts as the Independent Financial Expert (“IFE”) as that term is used in Advisory Opinion 2001-09A issued by the U.S. Department of Labor (the “DOL”) (see Section 3, below). Based on information provided by the Participant about his or her financial condition and investment objectives, ICMA-RC allocates the Participant’s account according to the applicable Morningstar Investment Management model on a discretionary basis without seeking the Participant’s approval for each transaction.

The entire account balance of any account designated for participation in **Managed Accounts** must be allocated to **Managed Accounts**.

Participants must agree to provide financial and other information as reasonably requested by ICMA-RC and to inform ICMA-RC promptly of any changes in their circumstances in order to assist ICMA-RC in the development and management of an investment strategy that is appropriate. ICMA-RC will notify Participants annually to contact ICMA-RC regarding any changes in their financial situation, employment status or investment objectives and whether Participants wish to impose any reasonable restrictions on their accounts which are not fundamentally inconsistent with their investment objectives or the nature or operation of **Managed Accounts**. ICMA-RC personnel knowledgeable about the management of the Participant's account will be reasonably available to respond to Participant's inquiries. Participants will receive quarterly statements consisting of all activity in their accounts, including fees and expenses as well as the beginning and ending value of the account for the relevant period, and will receive copies of confirmations of any transactions in their accounts.

Initially and at least annually thereafter, Participants are given an opportunity to review and confirm the accuracy and completeness of the information upon which their advice is based. When appropriate, but normally on a quarterly basis, Morningstar Investment Management re-examines the model advice portfolio to determine if a reallocation to a different model advice portfolio is needed. If a new model advice portfolio is needed, the Participant's Account(s) assets will be reallocated and rebalanced to the new model's target asset allocation. Quarterly, assuming a new model advice portfolio is not needed, Morningstar Investment Management reviews the allocation of the Participant's Account(s) to determine if any fund deviates from the recommended model advice portfolio by more than a pre-specified minimum percentage, which would at no time be greater than 3%. If it does, ICMA-RC will transfer assets among the currently designated funds to ensure the Participant's Account(s) remain consistent with the target allocation of the model advice portfolio.

Because ICMA-RC has discretionary authority over the Participant's account under **Managed Accounts**, certain Participant-directed account transactions otherwise available to the Participant, such as transfers of existing account balances and changes to future contribution allocations, systematic or otherwise, will not be processed until the Participant has terminated participation in **Managed Accounts**. Participants may terminate participation in **Managed Accounts** at any time at their discretion.

The **Managed Accounts** program does not provide advice for assets in self-directed brokerage accounts, certificates of deposits, or certain other investment options. However, while only ICMA-RC administered retirement plan assets are managed, other assets (i.e., spousal assets, brokerage accounts, etc.) can be taken into consideration for the purpose of determining the appropriate allocation for the retirement plan account to the extent that the Participant has provided information about such assets.

Certain investment options within your Plan may charge a redemption fee on specific transactions. Transactions initiated by ICMA-RC under **Managed Accounts** may result in such redemption fees being charged to Participants. Any applicable redemption fees will be deducted directly from the Participants' accounts.

Managed Accounts may not be suitable for all investors. Participants should contact our Guided Pathways® Advisory Services team or their ICMA-RC Retirement Plans Specialist and fully read the *ICMA-RC Guided Pathways® Fund Advice and Managed Accounts Investment Advisory Agreement* prior to enrolling in Managed Accounts to determine if this service is right for them.

### **Asset Class Guidance and Fund Advice**

***Both Asset Class Guidance and Fund Advice are currently offered to most Participants. These services are offered directly through ICMA-RC in conjunction with Morningstar Investment Management as the IFE. ICMA-RC applies methodologies developed, maintained and overseen by Morningstar Investment Management. The Plan is not charged any additional fee for allowing these services to be offered to Participants.***

### **Asset Class Guidance**

**Asset Class Guidance** provides "point-in-time" asset allocation recommendations to Participants looking for assistance in selecting their retirement plan investments. **Asset Class Guidance does not provide fund specific recommendations.** These individualized asset allocation recommendations from ICMA-RC may be provided through the internet, or by an ICMA-RC associate over the telephone. ICMA-RC creates the asset allocation recommendations by applying methodology developed, maintained and overseen by Morningstar Investment Management.

Asset allocation recommendations are based upon a wealth forecast that takes into account not only the Participant's Plan account values and contribution rates, but also, to the extent provided by the Participant and relevant to the forecast, other assets held by the Participant or the Participant's spouse or family member, and personal information of the Participant - including but not limited to, date of birth, anticipated or actual date of retirement, etc. The wealth forecast reflects the results of Monte Carlo simulations to determine the probable result of various account allocations, savings rates, etc.

The Participant may elect whether to use this service, and if so, when and how often to use it. The Participant will be responsible for implementing any asset allocation recommendations based on the ordinary means available under the Plan (i.e., transfer of account balances), and for subsequent monitoring or review of the account and of the accuracy of information utilized in arriving at the asset allocation recommendation.

Participants are not charged additional fees for using **Asset Class Guidance** under Guided Pathways® Advisory Services.

### **Fund Advice**

**Fund Advice** provides non-discretionary “point-in-time” individualized investment advice to Participants seeking assistance in selecting specific retirement plan investments. Fund specific recommendations are constructed by Morningstar Investment Management from among the investment options available in the Plan. **Fund Advice** may be provided through the Internet, or by an ICMA-RC associate over the telephone. ICMA-RC creates **Fund Advice** recommendations by applying methodology developed, maintained and overseen by Morningstar Investment Management. The investment advice and fund specific recommendations are constructed by Morningstar Investment Management from the investment options available under the Plan and as selected by you as the Plan Sponsor, applied to the Participant’s individual information and account.

**Fund Advice** is based upon a wealth forecast that takes into account not only the Participant’s Plan account values and contribution rates, but also, to the extent provided by the Participant and relevant to the forecast, other assets held by the Participant or the Participant’s spouse or family member, and personal information of the Participant - including but not limited to, date of birth, anticipated or actual date of retirement, etc. The wealth forecasts reflect the results of Monte Carlo simulations to determine the probable result of various account allocations, savings rates, etc.

The Participant may elect whether to use this service, and if so, when and how often to use it. The Participant will be responsible for implementing any advice or fund specific recommendations using the ordinary means available under the Plan (i.e., transfer of account balances), and for subsequent monitoring or review of the account and of the information utilized in arriving at the advice. Participants using **Fund Advice** are responsible for supplying updated information when their personal circumstances or other factors change.

ICMA-RC will charge a standard \$20 annual fee to Participants using **Fund Advice**. The fixed annual fee will be charged to the Participant’s account following enrollment and will entitle the Participant to use of the service for a twelve-month period. For each succeeding twelve-month period for which the Advice service is initiated or continued, the Participant will be required to re-enroll and pay the annual fee in order to continue receiving the service.

Guided Pathways® allows Participants to directly implement recommended transactions (fund transfers and contribution reallocations) in their ICMA-RC accounts.

## **2. Employer Acknowledgements Designations and Determinations**

By entering into this Agreement, Employer determines that the compensation paid to ICMA-RC by Participants for services under the Guided Pathways® Advisory Services program, including the **Managed Accounts** services, taking into account any other compensation to ICMA-RC or its affiliates for investments and services provided to Plan accounts, is reasonable in light of the services to be rendered.

Employer designates that the individual investment options offered to Participants under the Plan will be the same investment options available to Participants selecting **Managed Accounts** and **Fund Advice**. In making such a designation, you acknowledge and agree to any limits on the investment options to which the advice may apply, and to any limitations imposed by the investment option or by the Plan.

If the VT Retirement Income Advantage Fund is an available option in your Plan, the following acknowledgments, representations, and conditions are applicable:

- The IFE may recommend that a portion of a Participant’s assets be invested in the VT Retirement Income Advantage Fund, a VantageTrust Fund that invests in a separate account under a group variable annuity issued by a third-party insurance company. A Guarantee Fee of 1.00% is assessed by the third-party insurance company for the VT Retirement Income Advantage Fund guarantees and is included along with other fund fees and expenses in the VT Retirement Income Advantage Funds’ net expense ratio. Guarantees are based on the claims-paying ability of the third-party insurance company. These guarantees are also subject to certain limitations, terms, and conditions. Rights to these guarantees may be impacted if: (1) a participant makes any transfers, exchanges or withdrawals from the Fund (other than guaranteed withdrawals after lock-in); (2) you switch retirement plan providers or remove the VT Retirement Income Advantage Fund from the plan lineup; or (3) the VT Retirement Income Advantage Fund or the group annuity contract in which it invests is terminated.
- You understand that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, you acknowledge that you have received and understand the following documents: 1) *VT Retirement Income Advantage Important Considerations*; 2) the *VT Retirement Income Advantage Fund Fact Sheet*, and 3) the applicable *Disclosure Memorandum*. These documents are also available online via EZLink and Account Access ([www.icmarc.org](http://www.icmarc.org)) or by contacting ICMA-RC Investor Services at 800-669-7400.

Employer acknowledges that ICMA-RC or an affiliate may be providing additional services, including investment, Plan recordkeeping, Plan compliance, and other related Plan administrative services. However, the Employer retains its existing responsibility for taking necessary steps to adopt, amend and maintain the qualification of the Plan.

### 3. Prohibited Transactions

Although your Plan, as a governmental plan, is not subject to all the requirements of ERISA, under ERISA certain types of transactions are prohibited, including, generally, the provision of investment advice by an entity or an individual that is providing other services to the Plan for compensation.

The DOL issued Advisory Opinion 2001-09A (“Advisory Opinion”) to SunAmerica Retirement Markets, Inc. (“SunAmerica”) on December 14, 2001. The Advisory Opinion provides that investment advice based on a computer program controlled by an IFE and delivered to a Participant by an organization or adviser that is also providing plan investments from which it receives income, will not constitute a prohibited transaction if certain requirements are met. The DOL issued the Advisory Opinion in response to a request for a prohibited transaction exemption (“PTE”) by SunAmerica. ICMA-RC has entered into an agreement with Morningstar Investment Management to provide the type of services described in the SunAmerica PTE request and the Advisory Opinion. ICMA-RC is already providing services to your Plan, which may include enrollment and contribution processing, Plan recordkeeping and compliance, education and other services, including mutual funds advised or sub-advised by ICMA-RC or an affiliated adviser which may be included as eligible Plan investments. By executing this Agreement, you are authorizing ICMA-RC to provide investment advisory services under **Managed Accounts**.

**Managed Accounts** may be provided through the Internet, on paper, or by an ICMA-RC associate over the telephone. ICMA-RC associates will continue to provide many of the same Plan and investment services to the Plan or Participants that he or she would otherwise provide, in the absence of **Managed Accounts**. However, pursuant to the Advisory Opinion, ICMA-RC associates will present the advice as determined under the investment methodologies and software developed by Morningstar Investment Management and may not alter that advice.

### 4. Investment Advice Process

From the investment options available to Plan Participants, Morningstar Investment Management will select the funds to be included in the model advice portfolios under **Managed Accounts**.

To be eligible for **Managed Accounts** or **Fund Advice**, the Plan must at all times provide investment options which cover the following required asset categories as determined by Morningstar Investment Management: US Fixed Income (Cash, US Short-term Bonds or US Bonds), US Equity, and International Equity. Morningstar Investment Management, as the IFE, is solely responsible for determining the adequacy of the Plan’s exposure to the required asset categories. ICMA-RC will notify you if available investment options under your Plan fail to include one or more asset categories required for construction of the Morningstar Investment Management model portfolios.

On an ongoing basis, Morningstar Investment Management will monitor the asset-class portfolios and the individual investment options included in the model portfolios, and make changes as appropriate. With certain exceptions, any recommended changes arising from such monitoring will generally be implemented not more frequently than quarterly.

Participants with multiple ICMA-RC-administered accounts under the same Employer Plan and/or multiple ICMA-RC-administered accounts with different Employer Plans, have the option of individually selecting the accounts to which **Managed Accounts** will be applied.

Each Participant enrolling in **Managed Accounts** will be assigned to one of a fixed number of model advice portfolios based upon the information provided to ICMA-RC by the Plan and the Participant. As described in the Participant Agreement, a minimum set of data items will be required in order to assign the Participant to a model portfolio. These include gender, date of birth, marital status, employment status, salary, retirement plan account balances, current retirement plan savings rate, desired replacement retirement income, and desired probability of meeting or exceeding desired replacement retirement income.

Certain required information on Participant accounts is automatically pre-populated to **Managed Accounts** by ICMA-RC. Participants are responsible for providing any other required or non-required information, although “default” assumptions may be used for certain information.

Additional information can be provided, by the Plan or the Participant, to further assist in the selection of the appropriate model advice portfolio, including additional information about the Participant and/or the Participant’s spouse and/or family, if applicable. This additional information can include, but is not limited to:

- **Outside Plan Assets:** Account information on non-ICMA-RC defined contribution retirement and non-retirement accounts (i.e., 401 and 457 plans, savings, retail brokerage), and other account information including but not limited to: account type; account name; account balance; account holdings; etc.
- **Retirement Plan Loans:** Details on outstanding retirement plan loans including but not limited to: maturity date; outstanding loan balance; repayment amount; interest rate; repayment frequency; etc.

- **Cash Flow:** Details on non-retirement plan cash flows including but not limited to: received inheritance or college tuition costs; cash flow type (income or expense); amount; college cost beginning year; college cost ending year; etc.
- **Other Benefits/Retirement Plan Information:** Including but not limited to: Information on defined benefit pension plans or Social Security; start age; pension monthly payment; social security monthly estimate; etc.
- **Information About Your Spouse’s Personal and Financial Situations:** Including but not limited to: Information on your spouse and his/her retirement and non-retirement accounts; date of birth; annual savings rate; salary; account type; account name; account balance; account holdings; etc.

Participants will be permitted to enroll in **Managed Accounts** at any time. However, if a Participant previously terminated the service with respect to a Plan, he or she must wait at least until the next calendar quarter before re-enrolling in the service for that Plan and may not enroll more than two times in any 12-month period.

Upon enrollment in **Asset Class Guidance** or **Fund Advice**, a Plan Participant may use these services as often as desired, in the manner (and subject to any limitations) described in the Participant Agreement or Terms and Conditions document. A Participant enrolling in **Managed Accounts** or Fund Advice will receive a statement summarizing the data provided to ICMA-RC that was used to formulate the advice, and if accessing the service over the Internet, will be given an opportunity to correct or modify that data before the service is initiated. Thereafter, the Participant can revise, add, or change his or her data at any time. Participants enrolled in **Managed Accounts** will be contacted at least annually regarding this information, and may speak with an ICMA-RC associate at any time. When appropriate, but normally on a quarterly basis, Morningstar Investment Management re-examines the model advice portfolio to determine if a reallocation to a different model advice portfolio is needed. If a new model advice portfolio is needed, the Participant’s Account(s) assets will be reallocated and rebalanced to the new model’s target asset allocation. Quarterly, assuming a new model advice portfolio is not needed, Morningstar Investment Management reviews the allocation of the Participant’s Account(s) to determine if any fund deviates from the recommended model advice portfolio by more than a pre-specified minimum percentage, which would at no time be greater than 3%. If it does, ICMA-RC will transfer assets among the currently designated funds to ensure the Participant’s Account(s) remain consistent with the target allocation of the model advice portfolio. Participants are responsible for contacting ICMA-RC with any new or revised information that may warrant an additional review of the account. Allocation or reallocations may be limited by the Plan or by the underlying investment. Such limitations will be taken into account by Morningstar Investment Management in the development and implementation of the advice.

## 5. Participant Costs

Participants who enroll in **Managed Accounts** are assessed an asset based fee that is charged on a monthly basis based on the month-end average daily account balance in **Managed Accounts**. The **Managed Accounts** fee will be calculated as a percentage of the account value and applied to the account as a fixed dollar amount. The Managed Accounts fee covers only our advisory fee for allocating and reallocating assets in participants’ accounts and does not cover any other fees or expenses associated with these accounts including underlying mutual fund and plan administration fees. The standard **Managed Accounts** Fee Schedule is presented below and is also detailed in the Participant Agreement.

Account Balance	Annual Fee
First \$100,000	0.40%
Next \$100,000	0.35%
Next \$300,000	0.25%
Over \$500,000	0.00% (no additional fee charged)

The **Managed Accounts** Fee will be deducted pro-rata against all investments in any account included in **Managed Accounts**.

Employer hereby directs that these costs be withdrawn from Participant accounts. You will be provided at least 90 days’ advance written notice of any change in the rate of fees assessed to Participant accounts. Fees will be assessed to Participant accounts on a pro-rata basis among investments. There is no cost assessed to the Employer or the Plan for offering **Managed Accounts**.

ICMA-RC will charge a standard \$20 annual fee to Participants using **Fund Advice**. The fixed annual fee will be charged to the Participant’s account following enrollment and will entitle the Participant to use of the service for a twelve-month period. For each succeeding twelve-month period for which the Advice service is initiated or continued, the Participant will be required to re-enroll and pay the annual fee in order to continue receiving the service.

Participants are not charged any additional fees for using **Asset Class Guidance** under Guided Pathways.

## 6. No Guarantee

Employer understands, acknowledges and accepts that the advice and recommendations provided within Guided Pathways Advisory Services relies on historical performance and other data, all of which have limitations. Past performance of investments is no guarantee of future results. The analysis and advice provided depends upon a number of factors, including the information provided by the Participant, various assumptions and estimates and other considerations. As a result, the wealth forecast developed and advice and recommendations provided are no guarantees that a Participant will achieve his or her retirement goals or anticipated returns. You understand that there remains a risk of loss within eligible investment options.

## 7. Form ADV

*Part 2A of ICMA-RC's Form ADV for Guided Pathways Advisory Services* ("Brochure"), a portion of ICMA-RC's SEC adviser registration statement, contains additional information about ICMA-RC and our advisory services. By entering into this Agreement, you represent that you have received and reviewed a copy of the Brochure.

## 8. Limitation of Liability

You understand and agree that there is no guarantee that the recommendations made by ICMA-RC pursuant to the investment methodologies and software developed by Morningstar Investment Management will be successful. Nor can ICMA-RC ensure that a Participant will achieve his or her retirement goals or anticipated returns. You acknowledge there is no guarantee of the future financial performance of Participant investments or that Participants will meet their desired goal(s).

To the extent Employer uses ICMA-RC's EZ Link platform to initiate Participants' enrollment in Managed Accounts, Employer represents that it is acting as agent for the Participant in the enrollment process. Employer further represents that prior to initiating a Participant's enrollment in Managed Accounts through the EZ Link platform, Employer will confirm that the Participant has acknowledged (1) that he or she has read and understands (i) the *ICMA-RC Guided Pathways Fund Advice and Managed Accounts Investment Advisory Agreement* ("Investment Advisory Agreement"), (ii) *Part 2A of ICMA-RC's Form ADV for Guided Pathways Advisory Services*, and (iii) the *VT Retirement Income Advantage Fund Summary Important Considerations* document, if the VT Retirement Income Advantage Fund is an option in the Participant's Plan; and (2) that Participant is deemed to have entered into the Investment Advisory Agreement as of the date of enrollment in Managed Accounts.

You agree, understand and acknowledge that the advice is based on the responses provided and other information furnished to us by you, the Plan and Participants through Guided Pathways Advisory Services and **Managed Accounts** and that you and the Participants are responsible for updating this information as necessary. ICMA-RC shall not be liable for any misstatement or omission contained in the information furnished to us, or any loss, liability, claim damage or expense whatsoever arising out of or attributable to such misstatement or omission. Nothing in this section shall be construed as a waiver of any rights Employer or Participants may have under common law, the Advisers Act, or any other federal or state securities or retirement laws.

ICMA-RC is not responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, or for communications service fees and charges incurred by the Participant in accessing these services.

## 9. Assignability

This Agreement shall not be assignable by any party without the prior written consent of the other party.

## 10. Term and Termination of Managed Accounts Service

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement will be renewed automatically for each succeeding year unless **60 days' advance written notice of termination** is provided by either party to the other, provided however that some or all of the notice period may be waived upon a demonstration that only an earlier termination will comply with the independent fiduciary's fiduciary duty.

Employer may terminate the services at any time for all Participants, subject to a reasonable advance written notice requirement consistent with applicable law. Such termination shall be effective as soon as reasonably practicable thereafter.

A Participant may terminate the **Managed Accounts** service with respect to his or her account(s) at any time.

During the term of this agreement, ICMA-RC reserves the right to replace Morningstar Investment Management as the IFE in its sole discretion. In the event ICMA-RC is unable to contract with a suitable replacement IFE, this Agreement shall automatically terminate upon written notice from ICMA-RC to the Employer.

## 11. Extraordinary Events

ICMA-RC shall not be liable for loss caused directly or indirectly by governmental restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control. We shall not be responsible for loss or damages caused by equipment failure, communications lines failure, unauthorized access, theft, systems failure and other consequences beyond our control.

## 12. Privacy

**Protection of Nonpublic Personal Information.** ICMA-RC is subject to various privacy requirements for the protection of its clients under the Gramm-Leach-Bliley Act (“GLBA”) and regulations promulgated pursuant to GLBA.

**Definition of Nonpublic Personal Information.** Nonpublic personal information of customers or consumers (“NPI”) includes, but is not limited to, names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive, financial and health information. NPI includes information on our forms or in a database of any kind, information created by us, information collected by or on behalf of us and personally identifiable information derived from NPI.

**Disclosure and Use of NPI.** All NPI that ICMA-RC obtains as a result of offering these services to your Participants shall not be used, disclosed, reused, or redisclosed to any unaffiliated third party, except to carry out the purposes for which the information was disclosed.

ICMA-RC shall be permitted to disclose relevant aspects of the NPI to its officers, agents, subcontractors, independent financial expert and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement.

The obligations of this Section shall not restrict any disclosure by ICMA-RC pursuant to any applicable state or federal laws or regulations, or by request or order of any court or government agency.

**Security of NPI.** ICMA-RC further agrees that it has established and maintains policies and procedures designed to ensure the confidentiality and security of NPI. This shall include procedures to protect against anticipated threats or hazards to the security or integrity of the information and unauthorized access to or use of the information.

## 13. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

## 14. Complete Agreement and Amendments

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect. This Agreement may only be amended in writing with the consent of both parties.

## 15. Titles

The headings of Sections of this Agreement are for convenience only and do not define or limit the contents thereof.

## 16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Delaware~~ <sup>Maryland</sup>, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.



# ICMA-RC MANAGED ACCOUNTS SERVICES AGREEMENT SIGNATURE PAGE

*Please retain the entire copy of the Managed Accounts Services Agreement, including a copy of the signature page, for your records.*

In Witness Whereof, the parties hereto certify that they have read and fully understand the complete ICMA-RC *Managed Accounts Services Agreement* and have caused it to be executed by their duly authorized officers as of the date below. By signing this Agreement, you authorize ICMA-RC to offer and make available Managed Accounts to Participants in each of your eligible ICMA-RC administered 457, 401, 403(b), and Payroll IRA plans.

## EMPLOYER

By \_\_\_\_\_  
Employer/Plan Name

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Date


\_\_\_\_\_  
Name and Title (Please Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
ICMA-RC 457, 401, 403(b), and Payroll IRA Plan Number(s)

## INTERNATIONAL CITY COUNTY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

By   
Erica McFarquhar  
Assistant Corporate Secretary

**Please return fully executed Signature Page to:**

**New Business Unit  
ICMA-RC  
777 North Capitol Street, NE  
Suite 600  
Washington, DC 20002-4240**