

**FIRST AMENDMENT TO THE CONTRACT FOR ADMINISTRATIVE SERVICES FOR THE STATE OF INDIANA PUBLIC EMPLOYMENT COMPENSATION 457/401(A) PLANS**

This first Amendment to the Contract for Administrative Services (“Amendment”) is effective as of the date signed by the Plan Sponsor (the “Effective Date”) by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (“Nationwide” or “Contractor”), and the Indiana State Comptroller as Administrator of the Indiana Public Employees’ Deferred Compensation and Matching Plans (the “State” as Plan Sponsor).

**WHEREAS**, the State and Nationwide executed the Contract for Administrative Services for the State of Indiana Public Employee Deferred Compensation Plan and the State of Indiana Deferred Compensation Matching Plan (“Agreement”) between Nationwide and the State, effective on the 11<sup>th</sup> day of April 2022, under which Nationwide agreed to provide administrative services to the State’s retirement plans (hereinafter referred to as “Plan” or “Plans”); and

**WHEREAS**, the title of the Indiana Auditor of State is changed to the Indiana State Comptroller effective the 1<sup>st</sup> day of July 2023 per House Enrolled Act No. 1001-2023 as enacted by the General Assembly of the State of Indiana; and

**WHEREAS**, the State desires to continue to contract with Nationwide in connection with the administration of the Plans; and

**WHEREAS**, Nationwide desires to continue to provide such administrative services to the Plans subject to the terms and conditions set forth in the Agreement.; and

**NOW, THEREFORE**, the State and Nationwide hereby mutually agree to amend the Agreement by agreeing to the following:

All references in the original Agreement to “Auditor of State” are updated to read “State Comptroller.”

Section 14B and Section 14C (“Compensation”) of Exhibit A of the Agreement are hereby deleted and replaced with the following new subsections 14B and 14C:

- B. Effective the 1<sup>st</sup> day of January 2024, the State directs Nationwide to collect an additional \$6.00 per participant annually (or such other amount as directed in writing by State) assessed on a quarterly basis to be remitted to and used by the State for reasonable and necessary Plan related expenses. Nationwide shall only assess this additional amount on a Participant’s 457(b) account. Each eligible Participant will be assessed a charge of the lesser amount of \$1.50 or the Participant’s account balance on the last day of each quarter. Participants will not be assessed the additional amount of \$1.50 per quarter for the first six (6) months after enrollment on Nationwide’s record keeping System.
- C. The State directs Nationwide to establish and maintain a separate account (the “Plan Expense Account”) to which the additional annual charge of \$6.00 referred to in Section 14.B above will be credited. The Plan Expense Account will be funded on a quarterly basis. The State will select a single investment vehicle to be used for the Plan Expense Account, which cannot be an investment vehicle included in the Participant investment option lineup. The State will direct Nationwide in writing, to pay for reasonable and necessary Plan expenses directly to the State or to a Plan service provider (if applicable).
  - 1. When each invoice is submitted to Nationwide for payment, the State shall certify in writing that the expenses represented by the invoice are reasonable and necessary Plan expenses. As the fiduciary of the Plans, the State is solely responsible for making determinations with respect to the appropriateness of all expenses of the Plans and how the Plan Expense Account is managed.

2. The account balance, account transactions and investment experience of the Plan Expense Account will be reported to the State no later than five (5) business days after the end of each calendar month.
3. The State will maintain the cumulative balance held in the Plan Expense Account at a reasonable level given the size of the Plans and the Plans' total annual expenses. Should the cumulative balance of the Plan Expense Account exceed a reasonable level, the State will direct Nationwide to allocate any excess accumulation to Participant accounts on a pro-rata basis based on their total account balance.
4. Notwithstanding Section 14.C.3 above, at the direction of the State, any balance in the Plan Expense Account that has not been applied to pay for reasonable and necessary Plan expenses can be allocated to Participant accounts on a pro-rate basis based on their total account balance on an annual basis to be mutually determined and agreed upon by the State and Nationwide.

Except as otherwise amended herein, all other terms and conditions of the Agreement not in conflict shall remain in full force and effect. If there is a conflict or ambiguity among the amendment and the Agreement, the documents in the following order shall prevail and control: (1) this first Amendment and (2) the original Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment effective as of the date signed by the State.

APPROVED BY

Nationwide Retirement Solutions, Inc.:

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 By: *Catherine Moore*  
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 Printed Name: Catherine Moore  
 Title: AVP Operations  
 Date: 10/5/2023 | 9:29:41 AM EDT

APPROVED BY

Indiana State Comptroller  
 Plan Sponsor

By: *Tera Klutz*  
 Printed Name: Tera Klutz  
 Title: State Comptroller  
 Date: 10/3/23