

ADDENDUM TO THE 457 PLAN PROVIDER AGREEMENT WITH OASBO

This is an Addendum to the 457 Plan Provider Agreement between the Ohio Association of School Business Officials (OASBO) (acting on behalf of itself and for the benefit of all Participating Employers under the OASBO 457 Deferred Compensation Plan - “Participating Employers”), Voya Retirement Insurance and Annuity Company (“Voya”), Voya Financial Partners, LLC, and AXA Equitable Life Insurance Company (“AXA”).

The provisions of this Addendum are hereby incorporated into the Agreement and are an integral part of such Agreement.

Any capitalized terms not defined in this Addendum shall have the meaning given to them in the 457 Plan Provider Agreement.

Voya and AXA (collectively, the “Providers”) hereby acknowledge that as a membership organization for the Participating Employers and their employees, OASBO has a special relationship with the Participating Employers and their employees; and that the Providers are the only two providers permitted to market Provider Contracts to Plan Participants and beneficiaries in connection with the OASBO 457 Deferred Compensation Plan (the “Plan”). Accordingly, it is in the interest of OASBO to take reasonable steps to try to assure that the Providers act in relation to Participating Employers and their employees in accordance with the provisions of this Addendum.

Accordingly, each Provider hereby agrees that that it, and its officers, employees, agents and affiliates shall act as follows:

Ethics and Conflict of Interest Policy

- Consistent with this agreement and as required by applicable federal and state law, perform services properly, diligently and appropriately in partnership with the Providers and OASBO.
- Strive for excellence and innovation and demonstrate professional respect and responsiveness to OASBO members and others.
- Respect the confidentiality of sensitive information regarding this Agreement and do not to use confidential information in the marketing of any products or services.
- Comply with applicable federal, state and local laws, regulations and fiduciary responsibilities (if applicable).
- Provide all participants who have elected to change providers with a switch form, agreed to between the Providers.
- Fully disclose the features and benefits of each Provider Contract, including fees and expenses, consistent with disclosure requirements imposed on private sector

employers who are subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)

- Act honestly and ethically in accordance with to the regulatory bodies that govern AXA, as well as any federal or local laws, statutes and ordinance when soliciting to and servicing business with OASBO members/constituents
- Refrain from actions and involvements that might adversely affect objectivity or that might embarrass OASBO
- Fully disclose, at the earliest opportunity, information that may result in a perceived or actual conflict of interest to the Executive Director of OASBO
- Agree to follow the gifting rules as development by the Ohio Board of Ethics:
 - Employees of Ohio’s public schools, including Treasurers, Superintendents, Business Managers, Teachers and all staff are considered governmental employees and are subject to certain gifting rules as determined by the Ohio Board of Ethics. As such, Voya and AXA are required to strictly follow these rules and should refrain from providing gifts, entertainment or other favors to any school employee or entity, including unions and their members. Likewise, the gifting rules prohibit school employees from accepting gifts. Items of nominal or insignificant value, such as pens, bags, note pads, etc. are permitted to be distributed for use in the school district

Rules of Engagement

- Provider representatives shall work through the treasurer/CFO of a Participating Employer (or his/her designee) in relation to meetings, staff interactions, solicitations, sales, educational presentations and/or other matters relating to this agreement

Third Party Administration

- To the extent agreed to between Voya and a Participating Employer, Voya shall serve as Third Party Administrator (TPA) for the Providers. If so agreed, TPA will handle common remitter/plan administration services including website maintenance and enrollment.

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