

**Indiana State Auditor
And
Great-West Life & Annuity Insurance Company**

CONTRACT FOR SERVICES

**State of Indiana Public Employees' Deferred Compensation Plan
GROUP # 98972-01
And
Matching Plan
GROUP # 98972-02**

TABLE OF CONTENTS

	<u>Page #</u>
CONTRACT FOR SERVICES	4
1. Duties of Contractor	5
2. Consideration	5
3. Term	5
4. Independent Contractor	5
5. Work Standards	6
6. Ethical Obligations	6
7. Confidentiality of Administrator Information	6
8. Ownership of Documents and Materials	6
9. Reports	7
10. Audit Settlement	7
11. Access to Records	7
12. Assignment	8
13. Successors and Assignees	8
14. Key Person(s)	8
15. Changes in Work	9
16. Force Majeure	9
17. Renewal Option	10
18. Nondiscrimination	10
19. Termination for Default	10
20. Termination for Convenience	11
21. Continuity of Services	12
22. Taxes	12
23. Penalties/Interest/Attorney's Fees	13
24. Compliance with Laws	13
25. Governing Laws	13
26. Order of Precedence	13
27. Qualification to do Business in Indiana	13
28. Indemnification	13
29. Release	14
30. Substantial Performance	14
31. Waiver of Rights	14
32. Payments	14
33. Disputes	14
34. Conflict of Interest	15
35. Changes	15
36. Investigations and Complaints	16
37. Notice to Parties	16
38. Authority to Bind	17
39. Debarment and Suspension	17
40. Default by Administrator	17
41. Maintaining a Drug-Free Workplace	17
42. Drug-Free Workplace Certification	18

43. Non-Collusion and Acceptance	19
ATTACHMENT A - SCOPE OF SERVICES	21
I. Recordkeeping Services Provided by Contractor under this Agreement	21
A. Initial Transition.....	21
B. Participant Account Information.....	21
C. Investment Options	22
D. Valuation of Participant Account Balances	24
E. Contributions, Transfers and Limitations	24
F. Automated Voice Response System	25
G. Internet Site.....	26
H. Client Service.....	26
I. Administrator Access to Recordkeeping System.....	26
J. Reporting.....	27
K. Regulatory Updates.....	30
L. Benefits, Tax Withholding and Reporting.....	30
M. Qualified Domestic Relations Orders (QDROs).....	31
N. Loans.....	31
O. Vesting.....	31
P. Rollovers From Other Eligible Code Section 457 Governmental Plans, Code Sections 401(a), 401(k) & 403(b) Plans & IRAs.....	32
Q. 415 (c) Compliance Services	33
R. Mandatory Cash-outs	33
S. Code Section 402(f) Notice	33
T. SAS 70 Report	33
U. Insurance	33
V. Plan Participant Surveys	34
II. Communication Responsibilities Under the Agreement.....	34
A. Special Representations	34
B. Seminars and Communication Materials	35
C. Group Presentations	35
D. Individual Counseling Sessions	35
E. Local Office and Full Time Staff.....	36
F. Indiana Association Conferences.....	36
G. Online Enrollment.....	36
H. Communications and Marketing Plan.....	37
III. Miscellaneous Provisions.....	37
A. Confidential Use of Information.....	37
B. Responsibilities at Termination	37
IV. Administrator Responsibilities	38
ATTACHMENT B - SCHEDULE OF FEES	41
AUTHORIZED INVESTMENT OPTION EXHIBIT	43
CUSTOM LIFE STYLE PORTFOLIOS EXHIBIT	44
MARKET TIMING PREVENTION POLICIES EXHIBIT	47
MARKETING AND COMMUNICATION MATERIALS EXHIBIT	49
PRIVACY NOTICE EXHIBIT.....	55
STATE OF INDIANA ETHICS EXHIBIT	58

**Indiana State Auditor
And
Great-West Life & Annuity Insurance Company**

CONTRACT FOR SERVICES

This contract is between the Indiana Auditor of State as Administrator of the State of Indiana Public Employees' Deferred Compensation Plan and Matching Plan at 240 State House, 200 West Washington Street, Indianapolis, Indiana 46204 (hereinafter referred to as "Administrator") and Great-West Life & Annuity Insurance Company, its successors and assigns, with principal place of business at 8515 E. Orchard Road, Greenwood Village, Colorado, 80111 (hereinafter referred to as "Contractor").

WHEREAS, the Administrator desires to contract for services in the area of recordkeeping, education, and communication services for the State of Indiana Public Employees' Deferred Compensation Plan (hereinafter referred to as the "457 Plan") and Matching Plan (hereinafter referred to as the "401(a) Plan") (or collectively referred to as the "Plan" or "Plans"); and

WHEREAS, the Indiana Code, IC 5-10-1.1, has established and the Indiana Deferred Compensation Committee (hereinafter referred to as the "Committee") has adopted the 457 Plan for its eligible employees in accordance with Section 457 of the Internal Revenue Code ("Code") and all applicable federal regulations, state and/or municipal statutes for the purpose of providing retirement plan benefits to employees; and

WHEREAS, the Indiana Code, IC 5-10-1.1 has established and the Committee has adopted the 401(a) Plan for its eligible employees in accordance with Section 401(a) of the Internal Revenue Code ("Code") and all applicable federal regulations, state and/or municipal statutes for the purpose of providing retirement plan benefits to employees; and

WHEREAS, under Indiana Code 5-10-1.1-5, the Indiana Auditor of State is named as the Administrator and named fiduciary of the Plans, and is thereby authorized to contract with persons for the provision of all or part of the services involved in the administration of the Plans; and

WHEREAS, the Committee has placed all 457 Plan assets into a trust, custodial account or annuity contract meeting the requirements of Section 457(g) of the Code, or is serving as self-trustee, and will continue to meet such requirements for the duration of this Agreement, and

WHEREAS, the Committee has placed all 401(a) Plan assets into a trust, custodial account or annuity contract meeting the requirements of Section 401(a) of the Code, or is serving as self-trustee, and will continue to meet such requirements for the duration of this Agreement, and

WHEREAS, Contractor agrees to provide such professional comprehensive administrative services in a non-fiduciary capacity as a directed, nondiscretionary service provider as outlined in this Agreement and as directed by Administrator in compliance with all applicable federal, state and local laws and regulations, and

WHEREAS, Contractor has reviewed the Plan Documents, the providers to and procedures of the Plans and Contractor represents that it is experienced, capable and qualified to provide the administrative services contemplated by, and to administer the Plans according to, their terms, conditions and governing law as known by Contractor.

NOW, THEREFORE, the above-named parties enter into this contract upon the following terms and conditions:

1. Duties of Contractor

The Contractor shall provide the following services relative to this contract: See Attachment A, Scope of Services, incorporated by reference.

2. Consideration

The Contractor will be paid at the rate of: See Attachment B, Schedule of Fees, incorporated by reference.

3. Term

This contract shall be for an initial period of four (4) years). It shall commence on April 12, 2005, and shall terminate on March 31, 2009.

4. Independent Contractor

Both parties hereto, in the performance of this contract, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any

persons, or any damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for the Contractor's employees.

5. Work Standards

The Contractor agrees to execute its respective responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Administrator becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the Administrator may request in writing the replacement of any or all such individuals.

6. Ethical Obligations

The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Orders 05-03 and 05-12, dated January 10, 2005. Attached as an Exhibit are the ethical obligations for the State. If the Contractor or its agents violate any applicable ethical standards, the Administrator may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

7. Confidentiality of Administrator Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data; therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this contract, will not be disclosed to others or discussed with other parties (outside the Contractor's control group) without the prior written consent of the Administrator. Administrator agrees Contractor may use general information regarding the Plans in responses to Requests for Proposals.

8. Ownership of Documents and Materials

All documents, records, data, articles, memos, and other mutually agreed upon materials developed under this contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the Administrator and all such matters will be the property of the Administrator. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Administrator is prohibited. During the performance of the services, specified herein, the Contractor shall be responsible for any loss or damage to these materials

developed for or supplied by the Administrator and used to develop or assist in the services provided herein, while they are in the possession of the Contractor and any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the Administrator.

9. Reports

The Contractor shall submit reports to the Administrator upon request, and in no event less than as of each quarter end. The report shall be written. The report shall be in a form agreed to between the Administrator and Contractor.

At Administrator's request and at mutually agreed upon times, Contractor shall meet with Administrator to answer questions by Administrator staff and Committee members from time to time as needed, without additional charge.

Weekly meetings shall be held between the Administrator's staff and the local Plan Manager at Contractor's local office. Contractor will attend quarterly meetings of the Indiana Deferred Compensation Committee.

10. Audit Settlement

If an error is discovered as a result of an audit performed by Contractor or Administrator, or if Contractor becomes aware of any error through any other means, Contractor shall use its best efforts to promptly correct such error or to cause the appropriate party to correct such error as set forth in Section I.J.1 of the Scope of Services.

The Contractor further acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such Audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the Administrator.

11. Access to Records

The Contractor, members of their control group and any routinely used subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for seven (7) years from the date of final payment under the contract, for inspection by the Administrator or by any other authorized representative of the Administrator and copies thereof shall be furnished at no cost to the Administrator if requested.

Upon execution of this Agreement, Administrator will provide Contractor with a list of Authorized Persons who will be permitted to advise, inform and direct Contractor

on Administrator's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this Agreement. The list of Authorized Persons and any changes to such list shall be made in writing to Contractor and signed by Administrator. Until notified of any such change, Contractor may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by Administrator.

All Authorized Instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions; *provided, however*, that Contractor may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. Such Authorized Instructions shall bind Contractor upon receipt. If Contractor receives instructions or notices from a source other than an Authorized Person, Contractor shall not comply with them and shall immediately notify Administrator in writing of such unauthorized instructions or notices. The Administrator agrees to provide a set of policies to Contractor that will instruct Contractor regarding how proceed in situations when an Authorized Person cannot provide instructions.

12. Assignment

The Contractor shall not assign or subcontract outside of its control group or other routinely used subcontractors the whole or any part of this contract without the Administrator's prior written consent, except that the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Administrator, provided that Contractor gives written notice (including evidence of such assignment) to the Administrator thirty (30) days in advance of any payment so assigned. Assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

13. Successors and Assignees

The Contractor binds its successors, executors, administrators, and assignees to all covenants of this contract. Except as above set forth, the Contractor shall not assign, sublet or transfer interest in this contract without the prior written consent of the Administrator.

14. Key Person(s)

a. In the event that both parties have designated in an appendix that the individual(s) therein named are essential to the services offered pursuant to this contract, the parties agree that in the event that such individual or individuals are no longer employed during the term of this contract by the Contractor for whatever reason, the Contractor will notify the Administrator immediately and assign a replacement within thirty (30) days. If

dissatisfied, the Administrator may require the Contractor to replace any key person, and the Contractor will have sixty (60) days to assign a replacement.

b. In the event that the Contractor is an individual or a closely held corporation (as defined under Indiana law, see, e.g., *Barth v. Barth*, 659 N.E.2d 559, 561, fn.5, [and cited authority therein]), the individual or person on behalf of the corporation responsible for primary contact between the Contractor and the Administrator at the commencement of this contract shall be considered a key person and, as such, essential to the contract. Substitution of another for the Contractor shall not be permitted without express written permission from the Administrator.

c. Nothing in subsections a. and b. above should be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

15. Changes in Work

In the event the Administrator requires a major change in scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the Administrator in the exercise of its honest and reasonable judgment, and the Contractor shall not commence any additional work or change of the scope of the work until authorized in writing by the Administrator. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

16. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, failure of power, fire or other casualty, disruptions in orderly trading on any relevant exchange or market, including disruptions due to extraordinary market volume that result in substantial delay in receipt of correct data, natural disaster, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

17. Renewal Option

This contract may be renewed in the sole discretion of the Administrator for successive periods of up to four (4) years, and under the same conditions.

18. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

19. Termination for Default

Notwithstanding anything to the contrary, this contract may be terminated, in whole or in part, by the Administrator or the Contractor, in the event either party defaults in its performance of a material provision of the contract. The parties agree that the defaulting party will receive a written notice (hereinafter referred to as the "Termination Notice") from the other party specifying the extent to which the performance of services under the contract are in default. Such notice shall be sent to the party listed in Section 31 Notice to Parties and effective on the date which any receipt reflects the date the party received the notice.

The defaulting party shall have a ninety (90) day period after the date the Termination Notice has been delivered (hereinafter referred to as the "Cure Period") to correct the default identified in the Termination Notice. If the defaulting party cures the default within the Cure Period, this Contract shall remain in full force. If the defaulting party fails to cure such default within the Cure Period, this Contract may be terminated. If more than ninety (90) days are required to cure such default or breach, a reasonable time in excess of ninety (90) days may be established (hereinafter referred to as the "Extended Cure Period"), provided both parties agree in writing as to the time period to be substituted. Upon the expiration of the Cure Period or Extended Cure Period, if applicable, without cure of the default identified in the Termination Notice, the Effective Termination Date shall be the next business day.

The Contractor shall be compensated for services rendered prior to the effective date of termination. The Administrator will not be liable for services performed after termination. The Contractor shall be compensated for services herein provided but in

no case shall total payment made to Contractor exceed the original contract price due on contract. In no event shall Administrator's termination of the Agreement under this Section be deemed a waiver of Administrator's right to make a claim against Contractor for damages resulting from any default by Contractor which occurred prior to the Effective Termination Date. Additionally, the Administrator may terminate this contract immediately in the event that the Administrator, in its sole discretion, considers such action necessary to protect the Plans.

In the event of any termination of this Agreement, all the terms and conditions herein shall continue to apply through the Effective Termination Date and through any period following such date during which Contractor shall continue to perform the services required under this Agreement, in order to complete any transactions pending on the Effective Termination Date and to facilitate an orderly transition to a successor Contractor ("Transition Period"). Such Transition Period shall not exceed sixty (60) days after the Effective Termination Date. The following provisions shall also apply to any termination of this Agreement. If Administrator terminates this Agreement, and unless otherwise expressly directed by Administrator, Contractor shall take all necessary steps to stop services under this Agreement on the Effective Termination Date.

Upon any termination of this Agreement by Administrator and to the extent directed by Administrator, Contractor shall continue to serve as a Contractor hereunder at the then-existing compensation level for the duration of the Transition Period. After the additional services have been performed, and the Transition Period is completed, Contractor may seek compensation for the Transition Period at its then-existing compensation level. Contractor shall cooperate with Administrator in good faith to effect a smooth and orderly transfer of such services and all applicable records by the Effective Termination Date. Upon termination of this Agreement, Contractor shall retain all Plan Records according to the record retention provisions set forth in the Access to Records Section of this Agreement.

20. Termination for Convenience.

This Contract may be terminated, in whole or in part, by Administrator whenever, for any reason, the Administrator determines that such termination is in the best interest of the Plan(s). Termination of Services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the effective termination date, specifying the extent to which performance of Services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Administrator will not be liable for Services performed after the effective date of termination, except as provided in the section of the Contract titled Continuity of Services. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price nor shall any price increase be allowed on

individual line items if canceled only in part prior to the expiration of the original contract term. In the event of termination for convenience, Contractor is entitled to reimbursement of any reasonable start up cost incurred. The maximum allowable amount of such fees are contained in Attachment B – Schedule of Fees

21. Continuity of Services

A. The Contractor recognizes that the Services provided are vital to the Administrator and must be continued without interruption and that, upon Contract expiration, a successor, either the Administrator or another Contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the Administrator's written request:

1. Furnish phase-in, phase-out Home Office administrative services for up to ninety (90) days after this Contract expires or is terminated, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The transition plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Administrator's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the Services required by this Contract. The Contractor also shall disclose permissible personnel records in accordance with the Contractor's established Human Resources Policies and Procedures at the time and allow the successor to conduct on-site interviews with any interested employees.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations).

22. Taxes

The Administrator and Committee are exempt from state, federal, and local taxes. The Administrator and Committee will not be responsible for any taxes levied on the Contractor as a result of this contract.

23. Penalties/Interest/Attorney's Fees

The Administrator will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana and other applicable law.

24. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the Administrator and the Contractor to determine whether the provisions of the contract require formal amendment.

25. Governing Laws

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

26. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract; (2) the Administrator's Request for Proposal with Contractors subsequent response; (3) attachments prepared by the Administrator; (4) attachments prepared by the Contractor.

27. Qualification to do Business in Indiana

Contractor certifies that it is duly registered with the Indiana Secretary of State to transact business in Indiana.

28. Indemnification

Contractor agrees to indemnify, defend, and hold harmless the Administrator and the State of Indiana and their agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses arising from or related to any act of bad faith, negligence, intentional or willful misconduct, breach of duty, or any other negligent act or omission of Contractor and/or its agents, if any, in the

performance of this contract. The Administrator shall not provide such indemnification to Contractor.

29. Release

Administrator releases Contractor and its affiliates for any claims, demands, liabilities, or expenses arising from or alleged to arise from any action of inaction taken by Contractor and its affiliates pursuant to the direction of Administrator of any authorized agent thereof.

Administrator acknowledges that Contractor, its affiliates and their directors, officers, employees, and authorized representatives are not responsible for investment performance of any authorized investment options under the Plans.

30. Substantial Performance

This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

31. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

32. Payments

All payment obligations shall be made in arrears in accordance with Indiana law, state fiscal policies and procedures.

33. Disputes

Should any disputes arise with respect to this contract, the Administrator and the Contractor agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. Any dispute over the fulfillment of the terms of the contract which cannot be resolved by the agreement of the Administrator and the Contractor shall be decided in the sole discretion of the Administrator. Contractor shall have the right to litigate any disputes that are not resolved by any subsequent Administrator to the satisfaction of the Contractor.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this contract which are not affected by the dispute. Should the Contractor fail to continue without delay to perform its responsibilities under this contract in the accomplishment of all non-disputed

work, any additional costs incurred by the Contractor or the Administrator as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State of Indiana for such costs.

The Administrator may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Administrator to the Contractor of one or more invoices not in dispute in accordance with the terms of this contract will not be cause for Contractor to terminate this contract, and the Contractor may bring suit to collect without following the dispute procedure contained herein. This section shall not be construed to limit the right of either party to terminate the contract pursuant to the terms of the "Termination" section of the contract.

34. Conflict of Interest

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an interested party.

"Interested party," means:

1. The individual executing this Contract, on behalf of the Contractor;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Administrator" means the Indiana Auditor of State.

"Commission" means the State Ethics Commission.

- B. The Administrator may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Administrator will not exercise its right of cancellation under section B, above, if the Contractor gives the Administrator an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Administrator may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor must make reasonable efforts under this Contract to disclose to the Administrator when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

35. Changes

Contractor shall notify Administrator in writing within three (3) business days of any of the following changes: (1) Contractor becomes aware that any of its representations, warranties and covenants set forth herein cease to be materially true at any time during the term of this Agreement; (2) there is any material change in Contractor's senior personnel assigned to perform service under this Agreement; (3) there is any material change in ownership or control of Contractor; (4) Contractor becomes aware of any other material change in its portfolio management structure or its business organization, including without limitation the filing for bankruptcy relief.

36. Investigations and Complaints

To the extent permitted by applicable law, Contractor shall promptly advise Administrator in writing of any extraordinary investigation, examination, complaint, disciplinary action or other proceeding, which in the sole discretion of Contractor, relates to or affects Contractor's ability to perform its duties under this Agreement which is commenced by any of the following: (1) the Securities and Exchange Commission of the United States; (2) the New York Stock Exchange; (3) the American Stock Exchange; (4) the National Association of Securities Dealers; (5) any Attorney General or any regulatory agency of any state of the United States; (6) any U.S. Government department or agency; or (7) any governmental agency regulating securities of any country in which Contractor is doing business. Except as otherwise required by law, Administrator shall maintain the confidentiality of all such information until investigating entity makes the information public.

37. Notice to Parties:

Whenever any notice, statement or other communication shall be sent to the Administrator or Contractor, it shall be sent to the following addresses, unless otherwise specifically advised.

Notices to the Administrator shall be sent to:

Administrator, State of Indiana Deferred Compensation Plans
C/o Auditor of State of Indiana
240 State House
200 West Washington Street
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Great-West Retirement Services, Executive Vice President
8515 East Orchard Road, 10T2
Greenwood Village, CO 80111

38. Authority to Bind

Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on its behalf.

39. Debarment and Suspension

Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

40. Default by Administrator

If the Administrator, ninety (90) days after written notice, fails to correct or cure any material breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination, subject to the provision governing Continuity of Services.

41. Maintaining a Drug-Free Workplace

- a. Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that it will give written notice to the Administrator and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of Contractor has been convicted of a criminal drug violation occurring in Contractor's workplace.
- b. In addition to the provisions of subparagraph a. above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, Contractor hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification executed by Contractor in conjunction with this agreement.
- c. It is further expressly agreed that the failure of Contractor to in good faith comply with the terms of subparagraph a. above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph b. above, shall constitute a material breach of this agreement, and shall entitle the Administrator to impose sanctions against the Contractor including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Contractor from doing further business with the Administrator for up to three (3) years.

42. Drug-Free Workplace Certification

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the Administrator for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- a. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- b. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notifying the Administrator in writing within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

43. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

The parties having read and understood the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof, including, if this contract is in excess of \$25,000, the Drug-Free Workplace Certification.

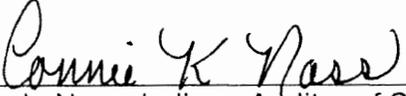
Contractor

Great-West Life & Annuity Insurance Company

By: 
Printed Name: Gregory E. Seller
Title: Senior Vice President
Date: April 12, 2005

Attested By: Donna M. Salucci
Printed Name: Donna M. Salucci
Title: Office Manager
Date: April 12, 2005

**AUDITOR OF STATE CONNIE NASS
AS ADMINISTRATOR**


Connie Nass, Indiana Auditor of State
As Administrator of the Indiana Public
Employees' Deferred Compensation
Plan and Matching Plan
Date: March 30, 2005

ATTACHMENT A - SCOPE OF SERVICES

I. Recordkeeping Services Provided by Contractor under this Agreement

Contractor agrees to establish and maintain complete and accurate plan participant accounts and related services.

A. Initial Transition

Contractor will establish on its recordkeeping system Participant and related data from the prior recordkeeper(s). Such data includes, but is not limited to, indicative data (name, address, birth date, etc.). Detailed instructions will be provided to the prior recordkeeper(s) in advance for the format, compilation, timing, and forwarding of required data. Participant changes to indicative data that occur between the date that data is transferred and the Agreement effective date will be communicated by the prior recordkeeper(s) and updated accordingly on the recordkeeping system.

Assistance will be provided by Contractor to coordinate the transition of Participant contribution processing from the prior recordkeeper(s) to Contractor's recordkeeping system. Contractor will process Participant contributions received after the Effective Date. The prior recordkeeper(s) will process Participant contributions received prior to the Effective Date, and issue their last quarterly statements to Participants accordingly.

Data applicable to Plan Participants who are presently in payout status and who are receiving any type of *non-annuity* systematic withdrawal or periodic payments will be transitioned from the prior recordkeeper(s). Such data includes, *but is not limited to*, indicative data (payee name, address, etc.), type of systematic or periodic withdrawal payout, payment amount, payment frequency, issue dates, etc. Contractor will provide detailed instructions in advance to the prior recordkeepers for the format, compilation, timing, and forwarding of the required data.

B. Participant Account Information

1. A Participant account will consist of the following Participant indicative data when received by Contractor in good order at its Home Office:
 - a. Name
 - b. Gender

- c. Social Security Number
 - d. Mailing Address
 - e. Telephone Number
 - f. Date of Birth
 - g. Beneficiary Information.
2. Current investment allocation for each investment option authorized by the Administrator.
 3. History of investment allocations by the Participant since the Effective Date of this Agreement.
 4. Current account balances of each Participant in each investment option authorized by the Administrator.
 5. Record of each transaction made to each investment option authorized by the Administrator since the Effective Date of this Agreement.

C. Investment Options

1. Authorized Investment Options

The Indiana Deferred Compensation Committee (hereinafter referred to as the "Committee") has selected initially the investment options listed in the Authorized Investment Option Exhibit, incorporated by reference, and as mutually agreed to by the parties to this Agreement (hereinafter referred to as "Authorized Investment Options").

Contractor agrees to replace the Authorized Investment Options with other Authorized Investment Options selected by the Committee as directed by the Administrator. Administrator agrees to only replace the Authorized Investment Options up to twice per year, except in situations where Administrator determines that the retention of a particular investment option until the end of the six (6) month period would not be in the best interest of the Plan Participants (hereinafter referred to as "extraordinary situations").

Sixty (60) days advance written notice of the intent by either party to add or terminate an investment option is required. Contractor will cooperate with the Administrator to terminate or add new investment options and Contractor will assist the Administrator in appropriately notifying Participants of any changes via Participant quarterly statements. Contractor agrees that such replacement(s) in extraordinary situations

will be made as soon as practicable, as agreed to by the parties.

2. Designated Investment Option

Administrator initially identifies as designated by the Committee the Indiana Stable Value Fund investment option (herein after referred to as the "Designated Investment Option") for amounts received from Participants, including contributions, transfers and direct rollovers, without complete allocation instructions. This designation shall remain in effect until the Administrator has identified new Designated Investment Option as designated by the Committee. Such amounts will be deposited and held in the Designated Investment Option until complete allocation information has been received from Participants in good order at its Home Office in Greenwood Village, Colorado. Once complete allocation instructions have been received, Participant allocation instructions will be updated on the system for future contributions.

3. Indiana Stable Value Fund Accounting Services

Accounting for the Indiana Stable Value Fund will be in accordance with the Resolution of the Indiana Deferred Compensation Committee approved August 23, 2003 and as amended from time to time. Administrator agrees to provide 60 days notice to Contractor should resolutions be adopted modifying the accounting of the fund. Administrator acknowledges and agrees that the Indiana Stable Value Fund is not a security subject to either the Securities Exchange Act of 1933 or the Investment Company Act of 1940.

4. Custom Life Style Portfolios

Administrator hereby provides instruction to Contractor to record keep the custom life style portfolios according to the Custom Life Style Portfolios Exhibit attached to, and form a part of, this contract.

These instructions and authorizations shall remain in effect until the Administrator notifies Contractor in writing that such instructions and authorizations have been revoked.

5. Mutual Fund Redemption Fees

Contractor agrees to work to enhance its recordkeeping system to gain the capability to assess redemption fees pursuant to the specific requirements of the various mutual

funds. Contractor also agrees to enter into agreements with each mutual fund company to begin assessing redemption fees by each mutual fund's deadline. With respect to Fidelity, Contractor has entered into an agreement, and will have the systems capability in place, to begin assessing redemption fees on transactions entered into on and after April 1, 2005. Funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. Any and all fees imposed by the provider of any investment option offered by the Plan and selected by the Participant, including but not limited to redemption fees, shall be deducted from the Participant's account.

D. Valuation of Participant Account Balances

Participant Account Balances held with respect to the Plan will be accounted for as follows:

1. Amounts that are not guaranteed as to principal or interest will be accounted for at their fair market value as of the close of each Business Day. The term "Business Day" is defined as any day, and only for as many hours as, the New York Stock Exchange is open.
2. Amounts receiving a guaranteed interest rate and a guarantee of principal will be accounted for at book value. Interest will be accounted for on a daily effective method.

E. Contributions, Transfers and Limitations

1. Contributions

Plan Service Center with ACH

Contributions sent directly online to Contractor's recordkeeping system (currently called "Plan Service Center") and processed by 12:00 Midnight Mountain Time will be allocated effective the next Business Day (at that Business Day's unit value). If contributions are processed via Plan Service Center after 12:00 Midnight Mountain Time, they will be effective two (2) Business Days thereafter. Funds must be sent via Automated Clearinghouse (ACH) within the Plan Service Center system functionality.

Methods Other Than Plan Service Center with Wire/Check

Contributions sent directly to Contractor before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern

Time) will be allocated effective that Business Day (at that Business Day's unit value) if complete and accurate records and the funds via wire or check are received by Contractor that Business Day. If accurate records and the corresponding contributions are received on a Business Day by Contractor after the close of the New York Stock Exchange, they will be effective the next Business Day after receipt.

2. Transfers

Participant initiated transfers will be processed and effective the Business Day they are received at Contractor's Home Office, if received before the close of the New York Stock Exchange (typically 4:00 p.m. Eastern Time) and will be processed and effective the same Business Day. If transfers are received at Contractor's Home Office after the close of the New York Stock Exchange, transfers will be processed and be effective the next Business Day. However, transfer timing will be subject to any investment option restrictions or future applicable regulations.

3. Transfer Limitations

Administrator hereby acknowledges receipt of and agrees to adhere to the terms and conditions of the Market Timing Prevention Policies attached to this Agreement as the Market Timing Prevention Policies Exhibit.

F. Automated Voice Response System

Participants will have access to a toll free, automated voice response system to inquire or make applicable changes with respect to their account from a touch-tone telephone.

As an optional service, Contractor can provide for deferral processing via automated voice response system and the website (see below) if elected by the Administrator. In order to provide this service, the Administrator must utilize the Plan Service Center system and must provide for the initialization of all the Participant's deferral amounts. Participants may access the website to input the following required payroll deferral amount/percentage information. In order to deduct the payroll deferral amount/percentage from the Participant's paycheck, the Administrator agrees to upload the payroll deferral amounts into their payroll system and remit them electronically via Plan Service Center.

The recordkeeping system is available 24 hours a day, except for routine maintenance of the system, which when necessary generally takes place on Sunday between the hours of 12:01 a.m.

Mountain Time and 12:01 p.m. Mountain Time. However, the recordkeeping system may be unavailable at other times if necessary for maintenance.

G. Internet Site

Participants will have access to a web site with the current web site address www.hoosierstart.com), to be maintained by the Contractor, to inquire or make changes with respect to their account(s) via the Internet.

The appearance (content) of the Internet web site will be customized in terms of such items as the Administrator's logo, information and colors. The web site functionality and access to system data cannot be customized. Mutually agreeable enhancements to the web site's content and errors in the web site's content will be completed/corrected on a weekly basis after written notification is received at the Home Office. Corrections to the functionality of the Contractor's recordkeeping system or data records maintained on the recordkeeping system shall be made only as mutually agreeable.

The web site is available 24 hours a day, except for routine maintenance of the system, which when necessary generally takes place on Sunday between the hours of 12:01 a.m. Mountain Time and 12:01 p.m. Mountain Time. However, access to the web site may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, maintenance or for other reasons.

H. Client Service

Client service representatives will be available toll-free from Contractor's Home Office to answer Participant questions and process applicable transactions requested between the hours of 9:00 a.m. to 8:00 p.m. Eastern Standard/Day Light Time each Business Day and from 9:00 a.m. to 3:00 p.m. Eastern Standard/Day Light Time on Saturday. Contractor also agrees to establish a local call center in Indianapolis within one hundred eighty (180) days of reaching 200,000 Participants collectively between the Plans included in this contract and the plan(s) established for the Public Employees Retirement Fund of the State of Indiana.

I. Administrator Access to Recordkeeping System

Administrator may access online the recordkeeping system (currently called "Plan Service Center") to inquire or make changes and access reports while administering the Plan.

Representative(s) will be made available to assist and train employees of the Administrator in properly accessing and

processing transactions on to the recordkeeping system as requested.

The recordkeeping system is available consistent with the availability of the automated voice response system.

J. Reporting

1. Participant Statements

Each Participant will receive a statement of his/her account summarizing all activity for the previous calendar quarter, including:

- a. Beginning and ending balances.
- b. All transactions processed during the quarter, including contributions.
- c. Interest or change in value.
- d. Fees/Charges (if applicable).
- e. Transfers and withdrawals for each of the investment options for the quarter.
- f. Vested percentage (as applicable).

Participants will have the option to access such statements via the Electronic Filing Cabinet within the web site or continue to receive such statements via the mail. Participant statements will continue to be mailed for those Participants who do not specifically elect to access their statement via the web site. However, if a Participant elects to access their Participant statement via the web site, no future Participant statements will be mailed to that Participant. For those Participants who desire to change their election (from website to mail), future statements for those Participants will be mailed each quarter after the election change.

Such statements will be available on the website or mailed within fifteen (15) Business Days of the end of each calendar quarter, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later. The parties acknowledge that the first quarterly statement may be available at a later date while records are being established.

If Participant statements are to be mailed, statements will be mailed to each Participant's last known home address as provided by Plan Sponsor and/or Prior Recordkeeper.

Additionally, each Participant will receive a confirmation of every completed change. Participants will also have access to their account activity via a voice response unit, KeyTalk®, and the web site. Should notification of any errors on a Participant's statement be received at the home office within ninety (90) days after the statement date, retroactive correction of such error(s) identified made within the previous statement period will be made. However, should errors not be identified within ninety (90) days of the statement date, or the errors have been made by the Participant, Plan Sponsor or other third party, the error(s) will be corrected, but not made effective retroactively.

2. Employer Reporting

a. Employer Plan Summary

The Administrator will receive an Employer Plan Summary Report summarizing plan level assets and Participant account balances no later than thirty (30) Business Days after each calendar quarter end, or within ten (10) Business Days after receipt of information in good order from third party sources, whichever is later. However, the first report may be delayed beyond this thirty (30) Business Day period while records are being set up. The following plan information is outlined in the report:

- 1) Account summary—a summarization of plan transactions and assets.
- 2) Summarization of contributions processed.
- 3) Withdrawals.
- 4) Annuities purchased.
- 5) Periodic payments.
- 6) Investment option grand totals—summarizes both dollars and units/shares and plan activity.
- 7) Investment option totals by money type—summarizes both dollars and units/shares and money type activity.
- 8) Participant summary—report of account activity for each Participant.
- 9) Amount of Administrative Fee collected by Contractor for the quarter.

b. Annual Plan Review

The Administrator will receive an Annual Plan Review in writing and accompanied by an oral presentation from Contractor including the following information:

- 1) Review of enrollment efforts.
- 2) Asset allocation information/contribution distributions (investment options and fixed/variable split).
- 3) Voice response usage and enhancements.
- 4) Benefit payments.
- 5) Direct online system access - current services and available services.
- 6) Legislative updates.

- 7) A breakdown of participating local subdivisions by number of active and inactive participants and total assets per local subdivision.

c. Plan Reconciliation

Within (90) calendar days of the end of each calendar year, Contractor shall prepare reconciliation of the Plans for the Administrator. The following items will be included:

1. Total amount of compensation paid to the Contractor
2. Annual amount of redemption fees assessed by investment option
3. All 12(b)(1) marketing allowances and/or other shareholder service fees received on behalf of the Plans.

Funds received by Contractor on behalf of the Plans shall be placed into the revenue sharing account maintained under the plan.

3. Investment Consultant

Contractor shall provide a quarterly report to the Investment Consultant selected by the Committee in a format and on a timeframe to be mutually agreed to by the Contractor and Investment Consultant in order to provide reasonably necessary information to enable the Investment Consultant to prepare a complete and timely quarterly investment performance report to the Committee and otherwise perform its duties and obligations.

K. Regulatory Updates

Contractor agrees to periodically make information available concerning federal legislative activity of which Contractor is aware which may affect the Plan and related funding contracts. Such information, however, does not constitute legal or tax advice regarding the legal sufficiency of the Plan.

L. Benefits, Tax Withholding and Reporting

Upon receipt of complete payment instructions from the Administrator by Contractor at its Home Office, benefit payments to Participants and beneficiaries will be made within five (5) Business Days. For the purposes of this Agreement, "complete payment instructions" means that all of the requested information on the Participant benefit request form has been completed along with the required signature(s). The benefit payments with respect to each Participant account will be made, tax withheld and the tax reporting reported as follows:

1. A record will be maintained of any distribution from the Plan made with respect to the Participant and the reason for the distribution.
2. Appropriate federal and state income tax withholding and tax reporting that is applicable at the time of the distribution will be performed and sent to the Participant or beneficiary for each benefit payment from the Plan with respect to the Participant or beneficiary.
3. The income tax withholding will be forwarded to the Internal Revenue Service and other appropriate state entities will be completed by the applicable due dates.
4. Information will be provided to the Internal Revenue Service annually showing an accounting of all Participants who have received distributions during the previous calendar year.

If the Participant makes more than two voluntary changes to the frequency or amount of their benefit payments in any calendar year, Contractor reserves the right, with the prior written consent of

Administrator, to charge the amount listed in the Fees section of this Agreement for each subsequent change. A change in amount due to a pre-programmed periodic payment, or a change necessitated by regulatory limits or requirements is not counted as a voluntary change. At the present time, this fee is not being imposed. However, Contractor reserves the right to impose this fee, with advance notice, if voluntary benefit payment changes become excessive in the opinion of Contractor.

M. Qualified Domestic Relations Orders (QDROs)

If the Plan accepts Qualified Domestic Relations Orders (hereinafter referred to as "QDROs"), QDROs will be processed and distributed pursuant to the terms of the Plan(s) and Code requirements in effect on the date of the distribution. Administrator agrees to provide the following information prior to establishing an alternate payee account:

1. Copy of court approved Qualified Domestic Relations Order.
2. Letter of approval from Administrator including specific instructions on the details of the transfer.
3. Application for alternate payee.
4. Verification that the alternate payee can or cannot transfer among investment options.

N. Loans

Should loans become available under the Plans, Administrator agrees that all loans shall be account reduction loans repaid by payroll deduction and consistent with the loan policy and the procedures established by the recordkeeper from time to time. Participants will be subject to the fees of Contractor at the time loans are available under the Plans.

O. Vesting

Vesting schedules will be administered according to the provisions of the Administrator's Plan Document and the following vesting information and services will be maintained for each Participant:

1. Maintain the vesting percentage, process withdrawals according to the vested/non-vested amounts and documents these amounts on Participant quarterly statements;
2. Utilize the vested amount when calculating a loan amount and when performing loan modeling services (if applicable).

3. Vesting will be tracked contingent upon the following conditions:
 - a. Administrator provides a current Plan Document;
 - b. The vesting schedule described in the Plan Document is a standard industry schedule agreeable to Contractor; and
 - c. Administrator or the relevant local subdivision's payroll center agrees to provide the necessary information directly online to the recordkeeping system required to track vesting such as the years of service completed for each Participant up to the effective date of this Agreement. Administrator agrees that no vesting services will be provided when incomplete or inaccurate information has been provided.

P. Rollovers From Other Eligible Code Section 457 Governmental Plans, Code Sections 401(a), 401(k) & 403(b) Plans & IRAs

457 Plan

If the Plan(s) accepts pre-tax rollovers from other eligible retirement plans, including Individual Retirement Accounts or Annuities (hereinafter referred to as "IRAs"), beginning January 1, 2002 or thereafter, separate accounts will be maintained for rollovers from eligible Code section 457 plans, Code section 401(a), 401(k) and 403(b) plans and IRAs. Other accounts may be established from time to time for plan administration.

401(a) Plan

If the Plan(s) accepts rollovers from other eligible retirement plans, including Individual Retirement Accounts or Annuities (hereinafter referred to as "IRAs"), beginning January 1, 2002 or thereafter, separate accounts will be maintained for rollovers from eligible Code Section 457 plans, Code Section 401(a), 401(k) and 403(b) plans, IRAs and direct rollovers of after-tax contributions from an Code Section 401(a) or 401(k) plan, if any. Other accounts may be established from time to time as required for plan administration.

Administrator agrees that rollovers will be administered according to the rollover policy and procedures established by the Contractor from time to time.

Amounts distributed from rollover accounts will be tax reported pursuant to the internal revenue laws in effect on the date of the distribution.

Q. 415 (c) Compliance Services

Contractor agrees to provide to the Administrator, if applicable to the 401(a) Plan, IRC 415(c) (annual additions) contribution limit testing at no additional cost.

R. Mandatory Cash-outs

If the Plan mandates the cash-out of account balances less than \$5,000 and more than \$1,000 and Treasury Regulations require the Plan to designate an IRA provider to receive unclaimed accounts, a separate IRA product will be made available to the Plan.

S. Code Section 402(f) Notice

Contractor shall provide the Internal Revenue Service Model Notice, as amended from time to time, to Participants pursuant to Code Section 402(f).

T. SAS 70 Report

SAS 70 Reports will be made available to the Administrator as requested.

U. Insurance

A primary general liability insurance coverage against claims for injuries to persons or damage to property including contractual liability that may arise from work performed under this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of Contractor, its affiliates, their officers, agents, representatives or assigns shall be obligated to pay as damages by reason of the liability imposed by law upon Contractor, its affiliates, their officers, agents, representatives or assigns. A certificate of Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury and property damage with combined single limits of \$5,000,000 per claim and \$10,000,000 aggregate per year will be provided to the Administrator. This certificate shall name the Plan and the Administrator as additional insureds under the policy.

Contractor will maintain a Financial Institution Bond in the amount of \$5,000,000 against loss resulting directly from dishonest or fraudulent acts committed by an employee. Considered to be first party protection against losses suffered, the Plan and Administrator may not be specifically named as additional insureds under the

Financial Institution Bond. Applicable restitution to the Plan and Administrator will be made for any related losses experienced and subsequent claims paid them to the extent of any direct financial losses experienced by the Plan and the Administrator and covered under the Financial Institution Bond.

Contractor and its subsidiaries maintain statutory workers' compensation benefits and employers liability coverage in the amount of \$1,000,000 bodily injury by accident and \$1,000,000 bodily injury by disease (policy limit and each person). Contractor will provide a certificate of such coverage to the Administrator.

Professional Liability Insurance Policy (Errors and Omissions) will be maintained for Contractor and its subsidiaries in amount of \$10,000,000 per occurrence and in aggregate for the wrongful acts unintentionally committed in conjunction with the performance of professional services. The Plan and the Administrator may not be specifically named as additional insureds under the Professional Liability Policy. Applicable restitution to the Plan and Administrator will be made for any related losses experienced and subsequent claims paid them to the extent of any direct financial losses experienced by the Plan and the Administrator and covered under the Professional Liability Insurance Policy.

V. Plan Participant Surveys

The following surveys shall be performed by the Contractor at no charge to the Plan:

1. Up to two (2) surveys per year, one of which can be plan-wide survey and the other survey can be directed to a target group via mail or web site or to a focus group as selected by the Administrator.
2. A survey will be placed on the Plan web site as often as the Administrator elects.

All survey results will be reported to the Administrator within sixty (60) days following conclusion of the survey period.

The Contractor will coordinate with the Administrator in developing the surveys referenced in (1) and (2) above and to consider other survey and market research alternatives that may benefit the Plan. Other alternatives in addition to (1) and (2) above may involve additional fees.

II. Communication Responsibilities Under the Agreement

A. Special Representations

1. Representative(s) assigned to perform services under this Agreement will be properly licensed, trained, qualified and supervised with respect to the conduct of their business activities.
2. Representative(s) will provide information in a manner consistent with applicable insurance and securities law. However, information supplied to Participants shall not constitute "investment and/or tax advice" upon which the Administrator may rely.
3. No representative may discriminate with respect to investment options provided under the Plan. Representative(s) will give equal and fair representations when describing the various investment options available under the Plan.
4. Compensation to representative(s) will not vary based upon investment options selected by the Participants.

B. Seminars and Communication Materials

Contractor will provide Participant forms necessary for the administration of the Plan (and will customize them as mutually agreed to by the parties to this contract), educational materials and seminars regarding financial investing and retirement options. These materials and seminars may include, but are not limited to, newsletters, brochures, and seminars as described in the Marketing and Communication Materials Exhibit attached to this contract. Contractor will provide electronic and printed retirement seminars and materials that incorporate the impact of healthcare and dependent care costs on retirement planning.

C. Group Presentations

Representative(s) will conduct group meetings at which some or all of the following will be communicated:

1. Summary of the key provisions of the Plan.
2. Summary of investment options.
3. Discussion of services including automated voice response system inquiry, retirement planning, and investment seminars.
4. Instructions on how to sign up for the Plan or request an individual counseling session.

D. Individual Counseling Sessions

Upon request, representative(s) will conduct prescheduled individual counseling sessions utilizing a Participant paycheck analysis, an asset allocation model and retirement counseling services as approved by the Administrator.

E. Local Office and Full Time Staff

Contractor agrees to establish a local office including eight (8) full-time staff assigned to provide communication, marketing and administrative services exclusively to the Plans. Such staff will be responsible for group meetings and counseling sessions as directed by the Administrator. Contractor also agrees to assign a Vice President to the local office within one hundred eighty (180) days of reaching 200,000 Participants collectively between the Plans included in this contract and the plan(s) established for the public employees retirement fund of the state of Indiana.

F. Indiana Association Conferences

Contractor agrees to attend Indiana government associated groups, as mutually agreed, to provide information to clients and prospective clients of the benefits of the plan or information to adopt the Hoosier Start plan.

G. Online Enrollment

As optional service, Contractor can also provide for online enrollment via the web site as elected by the Administrator. In order to provide this service, the Administrator must utilize the Plan Service Center and must provide a Payroll Data Interchange (PDI) file with a listing of all employees eligible for the Plan that includes the following indicative data:

- Employee Name
- Social Security Number
- Mailing Address
- Date of Birth
- Date of Hire
- Contribution/Loan Fields
- Participation Date
- Eligibility Code

Once the Administrator has transmitted the PDI file, employees eligible to enroll in the Plan will be mailed a Personal identification Number (PIN) for the purpose of enrolling online. Employees may access the web site to input the following required information necessary to enroll in the Plan:

- Payroll Deferral Amount/Percentage
- Allocation Percentages among the authorized investment options for the Plan
- Beneficiary Designations (if administered under this Agreement)

In order to deduct the Payroll Deferral Amount/Percentage from the Participant's paycheck, the Administrator agrees to upload the Payroll Deferral Amounts into their payroll system and remit them electronically via the Plan Service Center.

H. Communications and Marketing Plan

Contractor agrees to prepare an annual communications and marketing plan for review by the Administrator

III. Miscellaneous Provisions

Contractor specifically accepts and agrees to each of the following requirements:

A. Confidential Use of Information

All information obtained by Contractor, and its affiliates from any individual employees, whether the employee becomes a Participant or not, will be kept in absolute confidence (as set forth in the Confidential Section of this Agreement) and will not be utilized by Contractor, its affiliates or any of their officers, directors, agents or employees in connection with any other matter without prior written consent of the Administrator. Contractor may disclose information as required by law without prior written consent of the Administrator. Administrator agrees Contractor may use non-Participant information regarding the Plan(s) in responses to Requests for Proposals and other publications.

B. Responsibilities at Termination

Upon relinquishing responsibilities at the termination of the Agreement, the following information will be provided within thirty (30) Business Days of termination of the Agreement in the recordkeeping system's standard format:

1. All Participant indicative data maintained on the recordkeeping system, including beneficiary information;
2. Each Participant account balance as of the termination date;
3. Participant current investment allocation and deferral information (i.e. if Contractor is selected as the deferral recordkeeper for the Plans);

4. Information regarding outstanding periodic payments, QDROs and hardships, if any.

Participant statements and Employer Plan Summaries will be provided up to and including the statement for the last calendar quarter covered by this Agreement.

C. Licenses

The Hoosier S.T.A.R.T.[™] name and logo and the slogan "Save Today and Retire Tomorrow"[™] are registered trademarks of the Indiana Auditor of State, as Administrator. Each party grants to the other parties a non-exclusive non-transferable license to use such party's (including Affiliates of such party) trade name, logo, trademark and service marks in order to market services to Programs, as necessary, within the scope and in accordance with the terms and conditions of this Agreement. The grant of such license shall terminate upon the termination of this Agreement. Otherwise, no parties shall use the name, logo, or trademarks or service marks of the others, except such use as would be lawful in the absence of a license, without prior written approval of the applicable party.

Each party agrees that the high quality of the services associated with the respectively licensed marks and the goodwill associated therewith are essential elements of this Agreement and that the provision of services under the marks shall be of a high quality. Each party's uses of the marks of the other party shall in no manner reflect adversely upon the marks or the good will of the respective Licensor of the marks. Each party shall submit to the other party a sample of all uses of the other party's marks for approval of the design and quality of such use of the marks and to assure that the marks are used in connection with the proper provision of services, the nature and quality of which has been approved by the respective Licensor. Such approval shall not be unreasonably withheld, conditioned or delayed by the respective Licensor. Approval shall be deemed given, and the submission of a sample shall not be required, if (i) the uses of the marks by the respective Licensee are the same as or similar to its past approved practices, or (ii) evidenced by written notice executed by the respective Licensor. The respective Licensor's failure to approve or disapprove any such sample within thirty (30) days shall be deemed approval of such sample.

IV. Administrator Responsibilities

- A. Administrator hereby acknowledges and agrees that Contractor may assign any interest in this Agreement and will utilize the

service of any affiliate within its controlled group to perform any services of this Agreement.

- B. Administrator hereby appoints Contractor to exclusively provide the non-discretionary recordkeeping, communication and other services set forth in this Agreement for the Plan for the term of this Agreement.
- C. Administrator authorizes that employees may be contacted at (his/her) home or business address to obtain information needed to perform the services set forth in this Agreement.
- D. Administrator agrees to provide all information necessary to perform its duties set forth in this Agreement.
- E. Administrator agrees to use its best efforts, including, if necessary, recommending to the Committee the termination of a participating investment provider(s), to secure and maintain the cooperation of the participating investment provider(s) in providing the timely and accurate transmittal of data, including providing daily interest rates and unit/share values, required by Contractor pursuant to its responsibilities to the Plan.
- F. Should Administrator choose a custodial or trust account, the trustee/custodian must be able to interface with the recordkeeping system in a "passive" role and all the monies must be sent to the omnibus custodial bank account. Administrator agrees to require trustee/custodian to provide all information in the possession of trustee/custodian that is necessary for the performance of the recordkeeping duties under this Agreement.
- G. Administrator agrees to facilitate the scheduling of group and individual presentations and to provide facilities at which both the Administrator and Contractor mutually agree that satisfactory attendance can be expected.
- H. Administrator will be responsible for making final decisions approving early withdrawals of amounts due to "unforeseeable emergency" as that term is defined in the Code Section 457 Plan, the Code, and all Regulations issued pursuant to the Code. Contractor shall receive, review, coordinate, communicate, schedule, and host at the local office the monthly meetings of the Emergency Withdrawal Committee and shall communicate the decision of the Emergency Withdrawal Committee to any affected participant.
- I. Administrator will be responsible for making final decisions approving early withdrawals of amounts due to "hardship" as that term is defined in the 401(a) Plan, the Code, and all IRS

Regulations issued pursuant to the Code. Contractor shall receive, review, coordinate, communicate, schedule, and host at the local office the monthly meetings of the Emergency Withdrawal Committee and shall communicate the decision of the Emergency Withdrawal Committee to any affected participant.

ATTACHMENT B - SCHEDULE OF FEES

A. Recordkeeping and Communication Fee ("Administrative Fee") Payable to Contractor Under this Contract

The parties have agreed that the basic annual Administrative Fee payable to Contractor under this contract shall be 0.265% of total Participant account balances per annum, payable to the Contractor in monthly increments of .0220833%. The Administrative Fee shall be deducted from participant accounts on a monthly basis.

The month following combined assets exceeding \$900,000,000 Contractor's Administrative Fee is reduced to .26% of total Participant account balances per annual, payable to the Contractor in monthly increments of .021667.

Any additional services which are beyond the scope of services described in this contract shall be provided at a mutually agreed upon price negotiated prior to the performance of such services.

B. Fees Collected from Participant Accounts

Should the Administrator request to have additional administrative fees necessary for plan operations collected from participant accounts, Contractor agrees to modify the existing administrative fee as appropriate to accommodate any such request.

C. Reallowances and Shareholder Service Fees, 12b-1 Fees Collected from Investment Providers

Any and all shareholder service fees, 12b-1 fees, reallowances received by the Contractor from investment providers will be credited to an unallocated trust assets account to be used for plan purposes as set forth in the plan document (hereinafter referred as the "Plan Account"). These assets will be invested in a single investment option as specified by the Administrator. The Administrator may also direct the Contractor to make disbursements of amounts from the Plan Account for Plan expenses.

D. Excessive Disbursement Charge

A Participant may make up to two (2) voluntary changes to the frequency or amount of benefit payments in any calendar year. If the Participant makes more than two (2) voluntary changes to the frequency or amount of benefit payments in any calendar year, Contractor reserves the right, with the prior written consent of the Administrator, to charge \$25.00 for each subsequent change with thirty (30) days advance written notice. A change in amount due to a pre-programmed periodic payment or a change necessitated by regulatory limits or requirements will not be counted by Contractor as a voluntary change. Currently, as of the Effective Date of this contract, this charge is not being imposed.

E. Termination for Convenience

Should the Administrator exercise termination for convenience under Section 20 of the Contract for Services in the first contract term, Contractor is entitled to recover start up costs up to a maximum amount as identified below:

Number of Years Completed from Agreement Effective Date	Recovery Schedule of Start-up Expenses Payable to Contractor
0-1	\$300,000.00
1-2	\$225,000.00
2-3	\$150,000.00
3-4	\$75,000.00
4+	\$0.00
Ending March 31, 2009	

F. Miscellaneous Fee Provisions:

If Administrator selects a custodian or trustee that requires the procedures or services in this Agreement to change, Contractor reserves the right, with the prior written consent of the Administrator to adjust fees in this Section.

Should a Participant request an overnight delivery, Contractor will assess the Participant its current overnight delivery fee.

AUTHORIZED INVESTMENT OPTION EXHIBIT

Authorized Investment Option Name	Authorized Investment Option Name
Indiana Stable Value Fund	Custom Life Style Portfolio Investment Options (i.e. Indiana Conservative Life Style Portfolio, Indiana Moderate Life Style Portfolio and Indiana Aggressive Life Style Portfolio)
Alliance Bernstein Growth & Income Fund - Class A	Wells Fargo Large Company Growth Fund- Institutional Class
Vanguard Institutional Index Fund- Institutional Shares	Domini Social Equity Fund- Class R
Vanguard Capital Opportunity Fund- Admiral Shares	PIMCO Total Return Fund- Institutional Shares
Fidelity Diversified International Fund	Fidelity Low-Priced Stock Fund
Brown Capital Management Small Company Fund- Institutional Shares	Fidelity International Growth and Income Fund
American Beacon Advisors Small Cap Value Fund	

CUSTOM LIFE STYLE PORTFOLIOS EXHIBIT

OPERATING DOCUMENT

For

Pre-Assembled Portfolios

1. This Exhibit confirms how the Custom Life Style Portfolios (Pre-Assembled Portfolios) will operate. It is agreed that the Contractor will create and administer the pre-Assembled Portfolios (custom life style portfolios) for use by the State of Indiana Public Employees' Deferred Compensation Plan and Public Employees' Matching Plan ("Plans"), in accordance with the allocation of each portfolio as set and approved by the Administrator from time to time. The Administrator has approved the following allocation for each of the three Custom Life Style Portfolios.

Indiana Conservative Life Style Portfolio

Asset Class Composition	Asset Class Composition Weightings	Investment Option Name	Investment Option Weightings
Fixed Income	70%	Indiana Stable Value Fund PIMCO Total Return Instl	50% 20%
Equities	30%	Vanguard Institutional Index American Beacon Advisors Small Cap Fund	25% 5%
TOTAL	100%		100%

Indiana Moderate Life Style Portfolio

Asset Class Composition	Asset Class Composition Weightings	Investment Option Name	Investment Option Weightings
Fixed Income	45%	Indiana Stable Value Fund PIMCO Total Return Instl	25% 20%
Equities	55%	Vanguard Institutional Index Alliance Bernstein Growth & Inc A Vanguard Capital Opportunity Adm American Beacon Advisors Small Cal Fund	25% 15% 5% 10%
TOTAL	100%		100%

Indiana Aggressive Life Style Portfolio

Asset Class Composition	Asset Class Composition Weightings	Investment Option Name	Investment Option Weightings
Fixed Income	15%	PIMCO Total Return Instl	15%
Equities	85%	Vanguard Institutional Index	30%
		Wells Fargo Large Co Growth Instl	25%
		Vanguard Capital Opportunity Adm	15%
		American Beacon Advisors Small Cap Fund	15%
TOTAL	100%		100%

The pre-assembled fund portfolios and accounting treatment thereof with respect to the plan shall be as follows:

1. The Pre-Assembled Portfolios shall be created initially using the investment options and the allocation percentages mutually agreed upon by the Indiana State Auditor and Contractor. The Indiana State Auditor may change the investment options and/or allocation subject to Paragraph 5 below.

It is intended that an investment in a Pre-Assembled Portfolios will represent an investment in the constituent "stand alone" options, and not a separate security. "Stand alone" for the purposes of this document shall mean the investment options available for individual investment under the plan.

Should any of the investment utilized be subject to trading restrictions or redemption fees by the investment companies, the utilization of that investment option will not be used in the underlying Pre-Assembled Portfolio.

3. Accounting for the Pre-Assembled Portfolios will be reported each day the New York Stock Exchange is open on a "unitized" basis by dividing the market value of the Pre-Assembled Portfolio by the number of units, subject to the Procedural Requirements for the Indiana State Auditor's Pre-Assembled Portfolio Fund. The starting unit value for each Pre-Assembled Portfolio fund shall be the ending unit price of the previous Contractor or a unit price mutually agreeable, or any unit value selected by the Indiana State Auditor on the date such funds are established under this document.
4. The Pre-Assembled Portfolios will be automatically rebalanced quarterly to bring the accounts back in line with the established percentages referred to in paragraph # 1 above. Such rebalancing will be accomplished by the sale and purchase of the appropriate underlying investment options. The automatic rebalancing will be effected during each calendar quarter. Rebalancing is defined as the process required to maintain a predetermined allocation among the investment asset classes in each Pre-Assembled portfolio fund as described in paragraph 1. During the quarter, underlying funds may perform differently, thus creating an "out of balance" according to the predetermined allocation among the individual investment funds that make up each Pre-Assembled Portfolio fund.

5. Participants will be able to monitor the unit value(s) on a day-to-day basis on the web site and voice response unit (KeyTalk[®]). The composition of each of the Pre-Assembled Portfolios will be included in communications material distributed to participants.
6. The composition of the above listed Pre-Assembled Portfolio may only be replaced upon a mutually agreeable timetable and replacement should not be done more frequently than annually, except in the event that special circumstances created by market conditions or plan changes dictate a replacement. The Indiana State Auditor shall notify Contractor at least sixty (60) days prior to replacement of any of the underlying funds or should a new asset class be added to the Pre-Assembled Portfolio or the allocation percentages change among the underlying funds.
7. In the event of an error in computation of a Pre-Assembled Portfolio's unit value, the pricing error shall be corrected as follows:
 - 1.) if the pricing error results in a difference between the erroneous unit value and the correct unit value of less than \$0.01 per unit, then no corrective action need be taken;
 - 2.) if the pricing error results in a difference between the erroneous Unit Value and the correct Unit Value equal to or greater than \$0.01 per share, but less than 1/2 of 1% of the Pre-Assembled Portfolios Option's Unit Value at the time of the error, then the responsible party shall reimburse the Pre-Assembled Portfolios for any loss that result from its errors, after taking into consideration any positive effect of such error; however, no adjustments to participant accounts need be made; and
 - 3.) if the pricing error results in a difference between the erroneous Unit Value and the correct Unit Value equal to or greater than 1/2 of 1 % of the Pre-Assembled Portfolio's Unit Value at the time of the error, then the responsible party shall reimburse the Pre-Assembled Portfolios for any loss (after taking into consideration any positive effect of such error) and
 - 4.) if an adjustment is necessary to correct a material error which has caused participants to receive less than the amount to which they are entitled, the number of units of the applicable profile of such participants will be adjusted and the amount of any underpayments shall be credited by the Contractor or the investment option manager for crediting of such amounts to the applicable participants' accounts.
8. The standards set forth herein are based on the understanding of the views expressed by the staff of the Securities and Exchange Commission (hereafter called "SEC"). In the event the views of the SEC staff are later modified or superseded by the SEC or judicial interpretation, the provisions will be amended to comport with the appropriate applicable standards.
9. All written/printed communications distributed to Participants will clearly indicate that these are Pre-Assembled Portfolios which participants who wish to diversify MAY choose but they may also select their own "customized" allocation from the "stand alone" investment options. Any "stand alone" investment option prospectuses and annual and semi-annual reports will be made available to participants by the Contractor.



Securities offered through
GWFS Equities, Inc.
A Great-West Company

8515 East Orchard Road
Greenwood Village, CO 80111
(303) 737-3000 Tel
(800) 537-2033

MARKET TIMING PREVENTION POLICIES EXHIBIT

Market Timing Prevention Procedures

Many of the mutual fund companies have determined that Participant market timing in their mutual funds may have a detrimental affect on the long-term performance of the funds and may be detrimental to the long-term interests of the retirement plans that Great-West Retirement Services, a division of Great-West Life & Annuity Insurance Company, ("GWRS") serves. The mutual fund companies are working to institute policies to address market timing with companies addressing the issue differently. At the same time, some of the techniques used by some mutual fund companies for their retail business, such as Participant redemption fees, are not consistent with the current industry standard for defined contribution record keeping. In order to meet both the needs of our mutual fund partners and to provide industry standard recordkeeping, GWRS has developed the following procedures to handle Participants identified by the mutual funds as market timers until such time as a more consistent industry approach is instituted. These procedures have been implemented by GWRS in a good faith effort to address mutual fund company inquiries regarding this issue within GWRS' system constraints.

1. Upon the request of a mutual fund(s) that suspects market timing is taking place, GWRS will investigate the suspected trading activity. GWRS will convey the information on the suspected activity to the mutual fund(s) and request its determination as to whether such activity constitutes market timing.
2. If the mutual fund(s) determines that such activity does constitute market timing, GWRS will identify the Participant(s) and plan(s) involved. The plan(s) will be notified and the Participant(s) will be contacted via a letter stating that he/she must cease engaging in the market timing activity.
3. GWRS will then monitor the Participant's trading activity and convey the information to the mutual fund(s). Participant identity will not be disclosed.
4. Should the mutual fund(s) determine that the Participant has not ceased his/her market timing activities, and if the mutual fund(s) involved requests GWRS to do so, GWRS will send another letter to the plan which will identify the four trading restriction options currently available in the recordkeeping system that the plan may instruct GWRS to take. The four options are as follows: (1) restrict all purchases of the mutual fund in question for all Participants of the plan for a period of (X) days following a purchase in the mutual fund (i.e. Participants may trade out of a mutual fund, but upon a purchase transfer into the fund Participants would be restricted from additional purchases in the mutual fund, except designated contributions, for the designated period of time); (2) close the mutual fund(s) to all

new monies, including contributions and transfers in, for all Participants in the plan; (3) remove the mutual fund(s) as an investment option for the plan and convert all allocations in that mutual fund(s) to a new investment option ; or (4) restrict the Participant to inquiry-only access for the web and voice response unit so that the Participant will only be allowed to trade via paper forms that are mailed to GWRS through U.S. mail; the Participant will not be permitted to trade via the web, voice response unit, call center or fax. As well, in recognition that some mutual funds may choose to institute redemption fees on such activity, GWRS is currently working to develop systems capabilities to accommodate such fees.

5. The plan will be advised of our procedure and the current options to address such activity. The plan will be requested to inform GWRS of which option it selects and GWRS will implement that restriction at the Participant or plan level, as instructed by the plan. In the event that the plan chooses not to act to select one of the above options or not to provide GWRS with direction GWRS will so advise the mutual fund company. The mutual fund company may then discuss with the plan how the plan intends to comply with the mutual fund's concerns. GWRS will advise the plan whether it can comply with any other demand from the mutual fund company.

Great-West Retirement ServicesSM refers to products and services provided by Great-West Life & Annuity Insurance Company, First Great-West Life & Annuity Insurance Company and Financial Administrative Services Corporation. Great-West Life & Annuity Insurance Company is not authorized to conduct business in New York.

Date 1/20.2004

MARKETING AND COMMUNICATION MATERIALS EXHIBIT

Communication Program

Materials and Tools for the

State of Indiana Public Employees' Deferred Compensation Plan and Matching Plan

Great-West Retirement Services (Great-West) will partner with the Administrator to provide a communication and education program (the "program") that engages, educates and empowers employees to achieve their retirement goals. Great-West will begin development of the program by interviewing whomever the Administrator identifies and have them complete the Great-West Communications Strategy and Questionnaire.

Great-West believes the following materials and tools will be effective in helping the Administrator implement and communicate a successful program. However, Great-West is agreeable to discussing and negotiating alternative communication and implementation methods.

All of the communication material developed by Great-West and used to promote or discuss the Plans, will be reviewed and approved by Great-West's Compliance and Legal departments to meet requirements of the NASD, SEC and DOL regulations as/if applicable.

This communication program includes four primary phases:

Phase 1: Strategic Development – Great-West will partner with the Administrator to implement a program that focuses on the most important topics for employees and plan participants, and communicates in a fashion that is consistent with the Administrator's objectives. Great-West will use the results of the Communications Strategy Questionnaire as a foundation of Phase 1 development. The existing brand of the Plans will continue in the new communications program.

Phase 2: Awareness and Transition Program – During the implementation of the new program our goal is to partner with the Administrator to engage all current participants to make them aware not only of the Plans' enhancements, but also the tremendous importance of saving regularly and enough for retirement. All Plan changes and reasons for choosing Great-West as the Plan administrator and service provider will be communicated. With the Administrator input and approval there are several communication tools Great-West recommends for Phase 2, although not all are required for the awareness and transition program.:

- A) **Press release** – Developed by Great-West after contracts are signed or upon approval by the Plan.
- B) **Announcement Postcard** – This is a self-mailer, which will be mailed first class to all current Plan participants using the previous recordkeeping system's address file. It is a high level communication that informs those participants of the upcoming changes and when/how to expect more detailed information.
- C) **Changing TimesSM Newsletter** - This brochure, which does not have to be called "Changing Times," provides details about why the plan administrator is changing, introduces Great-West, details the transition, explains all new enhancements, provides an overview of the investment options, and provides contact information.
- D) This two to four page brochure will be mailed first class to all current participants. Standard paper stock with up to three colors of ink is included.
- E) **PowerPoint Presentation** – This presentation includes an explanation on the details of transition, why the change was made and other details such as the investment options, account management tools, service center locations, etc.
- F) **Transition Guide** – This guide, which is provided to current participants and other employees to complement the Transition Presentation, will serve as transition communication and as the temporary enrollment kit until the long-term enrollment and education program is developed for the Plans. The Transition Guide will include plan highlights, general investment education, and convenient account management service information. The number of Transition Guides produced will equal up to a maximum of 30% of the current participant number or as demand requires.

Transition Web site – Great-West will work to maintain the current Hoosier Start website providing for consistency for participants

Phase 3: Initial Enrollment & Education (Participation and Education Dimensional Focus) – During and after the transition is completed; Great-West will focus on encouraging employees to enroll in the Plan and contribute optimally. Materials used during Phase 3, will be customized to the Plans with the addition of the Plan name, logo and where appropriate integrating the current Plans' brand. Where applicable, material will take into consideration the effects of health insurance and costs during retirement. Development, review and approval (by the Administrator and regulatory agencies) will typically take from 3-6 months (begins after transition is largely completed) and will include the following materials:

- A) **Retirement Planning Guide** – This guide is targeted to interested employees without experience in defined contribution programs and retirement planning. This guide will include core education, plan highlights, fund objectives and investment performance, KeyTalk® VRS, Web site information, the investment advisory services (if made available) and forms. The number of guides produced will be adequate to reach those needing this service and is expected to be 3,000 units annually.
- B) **Investment Planning Guide** – This guide is targeted to interested participants who need assistance in planning their investment strategy. It provides thorough education on the basics of investments and investing, and information about the general categories of available investment options. It provides guidance on how

the participant can build a portfolio through asset allocation and investment diversification to help them meet their retirement dreams. Quantity expected to be 2,500 units annually.

- C) **Simplified Retirement Planning Guide** – This guide is targeted to interested employees with experience in and a comfort level with defined contribution plans and retirement planning. It provides plan highlights, investment objectives and performance, and forms. Quantity expected to be 3,000 units per year.
- D) **Enrollment Presentation** – Provided in PowerPoint and delivered by licensed representatives, this presentation will be consistent with the Retirement Planning and Investment Guides.
- E) **Investment Performance (Investment Options at a Glance)** – Great-West will use a standard template with data provided by our data-reporting partner, currently Standard & Poor's. Plan name will be included along with the investment performance for all funds offered by the Plans and noted on the recordkeeping system, with the exception of any specific funds used by participants within the SDB option (if available). . Any unique funds not tracked by Standard & Poor's and for which Great-West must manually receive information (separate accounts, commingled trusts, etc.,) may cause a delay in the reporting of performance.
- F) **Group Meeting/Branding Poster** – This poster will be two-sided with a section for meeting specifics on one side and Plan awareness content on the other side. Up to a maximum of 600 posters will be provided each year.
- G) **Motivational Brochure** – This piece targets employees who are slightly interested in the program and encourages them to seek out more information and enroll in the Plan. Quantity expected to be 10,000 units per year.
- H) **Enrollment Flyers** – Customized flyers that can be posted, emailed or mailed will also be made available. The cost of production and distribution of these flyers is picked up by the local office or Plan. We are expecting to create 4 flyers annually.
- I) **Enrollment Forms** – For enrollment, salary deferral, beneficiary assignment, investment advisory services if available. Forms will include plan name, plan number and specific investment options or the managed account if available. NCR copies are not available as our forms are on-demand, system generated and produced to ensure the utmost currency of the data to integrate with our recordkeeping system and processing. If additional customization is necessary, Great-West will attempt to accommodate within legal limits.
- J) **Prospectuses** – Made available upon request of the Plan or Participant. All investment regulatory information (prospectuses, annual reports, semi-annual reports, etc.) are available online through the Plan website.
- K) **Political Subdivision Brochure** – This piece will be designed for the political subdivisions of the State and will encourage them to consider the benefits of joining the state plan versus their retaining their separate plans.
- L) **Conference Attendance Promotional Items** – Great-West will acquire promotional items to be furnished during conferences throughout the state promoting the Hoosier Start Plan. An annual allowance of up to \$5,000 will be provided for such promotional items.

The above quantities are estimates of anticipated usage. Contractor will work with Administrator to ensure the overall budget is maintained on materials produced.

Phase 4: Ongoing Education and Account Management Tools (Education, Asset Allocation and Retiree Outreach Dimensional Focus) – In concert with our enrollment and education effort, Great-West will provide participants the tools, education and knowledge opportunities they need to empower themselves to achieve a successful retirement solution.

A) **Seminar Series** – Our seminars include:

<u>Category</u>	<u>Seminar</u>
Basic Education	Short & Long Enrollment How to Use Plan Services Exploring Investment Fundamentals Rollover Transition
Intermediate Education	Understanding Your Investment Options Asset Allocation Using Dollar Cost Averaging & Rebalancer Tools Tax Credit Education
Advanced Education	Advanced Investment Principles Financially Fit Budgeting
Targeted Education	Women Empowered Techniques to Survive in Volatile Markets
Retire	Ready to Retire? Understanding Your Retirement Plan Distribution Options Approaching Retirement: <i>Creating Your Retirement Strategy</i> Retirement Strategies for Retirees: <i>Managing your Nest Egg</i>

B) **Web site** – Great-West will maintain the Hoosier Start web site or provide another unique Web site address along with a customized home page with custom content available for all employees. Participants will also have access to all available account management tools and calculators that are available through our standard Web site. Content may be updated and plan specific messages posted quarterly, or more frequently per the requirements of the Web support team. If the investment advisory services are offered, they will be seamlessly integrated within the overall site, but will reflect the branding of the Advised Assets Group as required by the SEC (they must be denoted as a separate registered investment advisor).

- C) **Investment Profiles & Investment Options at a Glance (IOAG)** – Great-West agrees to provide fund profile sheets and IOAG's on the Web site and upon participant/employee request that are updated on a quarterly or monthly basis (as required by regulation). The Investment Profiles contain the fund's objective, manager, risk level, who the fund is geared for, operating expenses, top holdings and other pertinent information. The IOAG's contain information as noted in the previous section of this document. Great-West currently receives data from Standard and Poor's for the publicly available investments. If the Plan's investment options are not covered by such third party, then there may be a delay in developing and updating the fund profile sheets.
- D) **Quarterly Newsletter** – Great-West's Financial Footnotes newsletter will be provided with standardized content. The Financial Footnotes newsletter will include financial planning information ranging from how to develop a first estate plan, understanding risk and return, how to invest in retirement, etc.
- E) **Stuffer Communication** – A communication campaign based on topics agreed to with the Plan will be available. Flyers will be customized for the Plan as necessary and available to the Plan for periodic statement stuffers, email distribution, posting, and in payroll mailings, if approved to do so. Production and distribution costs will be covered by the local office or Plan.*
- F) **Fund Change Communication** – Once per year, or at the request of the Administrator and mutually agreeable time with Great-West, if investment options change, Great-West will communicate fund change information with participants. Great-West reserves the right to include this communication along with the quarterly statement or in lieu of the Quarterly Newsletter.
- G) **KeyTalk®** - Our toll free automated voice response system (VRS) provides many inquiry and transaction features. The custom KeyTalk® number is will be determined during the transition
 - a. **Distribution Brochure** – Our brochure includes education and required regulatory information regarding all of the distribution options and how to request a distribution. Quantity expected to be approximately 1,500 units annually

*If there is more than one insert included with the statement, Great-West believes that the communication loses its effectiveness and it also increases the postage costs. Great-West considers Financial Footnotes one insert. Great-West reserves the right to package the above materials and make changes to this packaging depending on the effectiveness (or lack of effectiveness) of the materials. Any increase to postage, due to additional stuffers, will be passed along to the Plan. All scenarios will be discussed with the Plan prior to decisions being made/implemented.

Materials will be updated once per year (unless performance related) for legislative changes or significant plan changes. Otherwise, Great-West will include a "sticker" noting a relevant change.

Overall, Great-West takes pride in the on-going analysis and development of communication materials/tools and services that increase retirement planning success. Therefore, Great-West reserves the right to make changes to the content, size, format,

etc. of any/all of the above materials to enhance program effectiveness or ensure further regulatory compliance.

Foreign language materials are not included in this program.

If the investment advisory services of guidance, advice and managed accounts as provided by Advised Assets Group, LLC., are included in this program at the time of the transition, the services will be fully integrated into the print and electronic communication materials. If these services are added after the transition and after the long-term communication program is developed, the advisory tools and services printed education and information materials will be supplementary.

Communication A la Carte Items :

In addition to the above materials, the following materials are available for an additional cost:

- ◆ Education seminar workbooks.
- ◆ Payroll/statement inserts/group meeting announcements outside of the quarterly statement process.
- ◆ Creation of specific pieces (custom videos, etc.) at Administrator's need/request. Great-West charges an hourly development rate plus any production/shipping costs, or can negotiate a project price.
- ◆ Large Mailing Envelopes (if necessary to mail).
- ◆ Small Mailing Envelopes (if necessary to mail).
- ◆ Ad hoc materials and mailings not covered in this agreement.
- ◆ Significant changes to the design, art, look and feel, content of the program.

PRIVACY NOTICE EXHIBIT

The Great-West Family of Companies

Great-West Life & Annuity Insurance Company The Great-West Life Assurance Company (US operations)
First Great-West Life & Annuity Insurance Company
Alta Health & Life Insurance Company
Advised Assets Group, Inc.
Alta Agency, Inc.
BenefitsCorp, Inc. ‡
GWFS Equities, Inc. ‡
BenefitsCorp, Inc. of Wyoming ‡
Canada Life Insurance Company of America
Canada Life Insurance Company of New York
The Canada Life Assurance Company (US operations)
EMJAY Corporation
Financial Administrative Services Corporation
Great-West Benefit Services, Inc.
Greenwood Investments, LLC
GW Capital Management, LLC
GWL Properties Inc.
Maxim Series Fund, Inc.
National Plan Coordinators of Delaware, Inc. ‡
National Plan Coordinators of Washington, Inc. ‡
NPC Administrative Services Corporation ‡
NPC Securities, Inc. ‡
Great-West Healthcare Holdings, Inc. *
Great-West Healthcare, Inc. *
Great-West Healthcare of Arizona, Inc. *
Great-West Healthcare of California, Inc. *
Great-West Healthcare of Colorado, Inc. *
Great-West Healthcare of Florida, Inc. *
Great-West Healthcare of Georgia, Inc. *
Great-West Healthcare of Illinois, Inc. *
Great-West Healthcare of Indiana, Inc. *
Great-West Healthcare of Kansas/Missouri, Inc.
Great-West Healthcare of Massachusetts, Inc. *
Great-West Healthcare of New Jersey, Inc. *
Great-West Healthcare of North Carolina, Inc. *
Great-West Healthcare of Ohio, Inc. *
Great-West Healthcare of Oregon, Inc. *
Great-West Healthcare of Pennsylvania, Inc. *
Great-West Healthcare of Tennessee, Inc. *
Great-West Healthcare of Texas, Inc. *
Great-West Healthcare of Washington, Inc. *
One Orchard Equities, Inc.
Orchard Capital Management, LLC
Orchard Series Fund
Orchard Trust Company
P.C. Enrollment Services & Insurance Brokerage, Inc. ‡
Westkin Properties Ltd.

‡ www.gwrs.com

* www.greatwesthealthcare.com

The Great-West Family of Companies protects your privacy. We have strict policies in place to keep your personal information private. We will only share it with our affiliates, third parties with whom we do business, and in other ways permitted by law.

Types of Information We Collect. We collect and store nonpublic personal information. It comes from sources, such as the applications or other forms that you complete (for example, your name, your Social Security number, and your address). It can include information from business you have conducted with Great-West, our affiliates, and with other parties with whom we do business (such as your account balance, your contributions, and your premiums). It also may include information we receive from consumer and insurance reporting companies, such as credit reports and your health information.

Security of Your Information. We have strict procedures to protect your privacy. They include physical, administrative, and technical safeguards that are updated as new technologies are introduced.

Access to Information. The only employees who have access to your personal records are those who need it to conduct your business, or to provide you with products or services.

Our Information-Sharing Practices. We limit the types of information we share and the companies we share it with. Our main reasons for sharing are to help you do business with us and to expand your choices of services and products. What we share depends on the types of products or services you request such as information:

- from applications and other business forms (for instance, your name, address, Social Security number, assets and income)
- about your business with us, our affiliates, or with others (for example, your policy or contract coverage and benefits, premiums or contributions, and payment history)
- about your relationship with us (such as the products or services you purchased, your account balances, and payment histories)
- from your employer, benefit plan sponsor, or related to any group product in which you participate (for instance, your name, address, Social Security number, age, and marital status)
- from consumer and insurance reporting organizations, including the Medical Information Bureau (such as your credit relationships and financial or health history)

- from other third-party sources (including health and demographic information)
- from visitors to Web sites of the Great-West Family of Companies (such as information you provide through online forms, site visit data, and from electronic "cookies")

Sharing of Health Information. We won't share your health information, unless such sharing is permitted or required by the Health Insurance Portability and Accountability Act ("HIPAA"). For a description of how we use and share your health information, please contact our Privacy Officer, in writing at the address noted below to request a HIPAA Notice of Privacy Practices. You may also view the HIPAA Notice on our Web site at www.greatwesthealthcare.com.

Sharing Information with Other Parties. You may authorize us, in writing to share your information with other parties. Your information may be shared, however, without your authorization, with our affiliates and other third parties as permitted by law and you cannot prevent these disclosures. We do not share your information for any purpose that requires us to offer you the ability to opt-in or opt-out.

Our affiliates include our securities broker-dealers, our registered investment advisers and mutual fund companies, our HMOs, insurance companies and agencies and our trust company. Your information may be shared to serve you more efficiently or to make it easier for you to do business with us. The law allows us to share your financial information with our affiliates for marketing purposes.

We may also share your information with vendors and financial institutions. Vendors perform services for us such as processing transactions, responding to customers, providing information about products or services or maintaining and developing software. Financial institutions such as banks, insurance companies, securities brokers or dealers have marketing agreements with us. We have agreements with these parties requiring them to comply with strict policies to protect the privacy of your information. They are not allowed to use the information we provide for any purpose other than that specified or purposes otherwise permitted by law.

Other disclosures that may be made without your authorization, if applicable, include but are not limited to:

- To detect or prevent fraud & other criminal activity;
- To a medical professional for eligibility, notification or audit purposes;
- In response to an inquiry from a government agency or regulator;
- For purposes otherwise permitted or required by law;
- In response to a subpoena or court order;

- To a group policy holder to report claims experience or for an audit;
- In connection with a sale, merger or consolidation of all or part of our business;
- To a government agency to determine your eligibility for benefits they may have to pay for;
- To a professional peer review committee to evaluate the conduct or services of a medical professional;
- To a certificate holder or policyholder to provide information about the status of an insurance transaction.

Our Treatment of Information about Former Customers. Protecting your privacy goes beyond our relationship with you as our customer. If this relationship ends, we will not share your personal information with third parties except as law permits.

Customer Access to Information. You may access your information by submitting a written request that describes the information and we will respond within 30 business days or as required by applicable state law.

Customer Right to Correct, Amend or Delete Information. You may submit a written request to us to correct, amend or delete any personal information in our possession. We will respond to your request within 30 business days or as required by applicable state law.

If we refuse your request, we will explain why and you will have the right to file a statement of disagreement. If you have questions, please contact the Privacy Officer at the address below.

We reserve the right to revise our privacy policy as needed. If changes are made, we'll send you a revised notice and post the new policy on the www.gwla.com Web site as well as on the sites of members of the Great-West Family of Companies.

Privacy Officer
Great-West Life & Annuity Insurance Company
8525 East Orchard Road
Greenwood Village, CO 80111

Revised 4/1/2004 (standard + CA)

STATE OF INDIANA ETHICS EXHIBIT

Basic Rule: As of July 5, 2004, no person who has a business relationship with a state employee's agency shall provide gifts, favors, services, entertainment, food, or drink in any amount to such employee, except as permitted under Executive Order 04-08 or 40 Indiana Administrative Code § 2-1-6(b)(1)-(6), or any amendments to the same.

Such rules, which may apply to the prospective donor as well as the recipient of such gifts, seek to have the business of the state conducted impartially, free of influences of personal gain. Government employees' decisions should be made with the interest of the public in mind.

Definition of Business Relationship

Business relationship" means dealings an agency has with a person seeking, obtaining, establishing, maintaining, or implementing:

- (1) a pecuniary interest in a contract or purchase with an agency; or
- (2) a license or permit requiring the exercise of judgment or discretion by the agency.

Question: Our company often makes a sales pitch over lunch. Is there any ethical problem if we do this for state agency personnel?

Answer: There is a problem if you are buying the lunch. While few, if any, employees will be influenced in their decision-making by a chicken salad sandwich – or even a steak – it does violate ethics rules (40 IAC 2-1-6(a)) for a donor to offer, or for an employee to solicit or accept, something of value when the donor has a business relationship with the employee's agency, or when it could reasonably be inferred that the donor was trying to influence the state employee in their official capacity. The rule applies to all gifts other than mementos or souvenirs of nominal value.

Travel Issues

Basic Rule: (a) An employee shall not accept payment for travel expenses, including lodging, transportation, and registration fees, for attending events concerning state business from a person who has a business relationship with the employee's agency. An employee's state officer or appointing authority may allow exceptions to this guideline in individual cases when consistent with the public interest. An appointing authority or state officer may designate the agency's ethics officer to exercise approval on behalf of the appointing authority or state officer. Such designation shall be in writing and filed with the state ethics commission.

(b) A person that has a business relationship with an employee's agency shall not pay such employee's travel expenses if the employee would not be permitted to accept the payment under this guideline.

This rule does not prohibit gifts that are accepted by an agency (rather than the employee as an individual) in accordance with applicable law. In general, however, the Ethics Commission discourages agencies from soliciting or accepting gifts (travel or otherwise) from entities seeking to do business with the state.

Question: Our company feels that our product would be most effectively demonstrated if the potential customer sees it in action first-hand. Are we allowed to pay for a state employee's travel expenses to visit another installation site?

Answer: If seeing the product in place in a different location would benefit the agency, we would recommend that the agency fund the trip. However, once the contract is in place, the Ethics Commission has waived the travel rule to allow vendors to pay for transportation of state employees to another site for training purposes.

Employing State Officers and Employees

Basic Rule: A person or business that may want to offer a job to a state officer or employee with whom it does state business, should be aware that job negotiations create a financial interest for that employee or officer. As such, that person would no longer be lawfully permitted to act in the state's interest regarding that company.

Question: Our company's contract with the State Board of Widgets is handled through the Board's deputy director. We are quite impressed with her professionalism and would like to raise the question of her coming to work for us. Do we have to wait until our contract expires to do so?

Answer: No, but be aware that the deputy director would have to be screened from any involvement in handling your contract. If job negotiations occur while she exercises any discretion over the contract as a state employee, she would likely be violating IC 4-2-6-9 (conflict of interest).

Contract Provision

The Commissioner of the Department of Administration shall ensure that all future contracts and other agreements with persons who contract with agencies shall contain a provision requiring that the contractor and its agents abide by all ethical requirements that apply to persons who have a business relationship with an agency, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and this Executive Order. The Commissioner shall further require that if the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>.

Penalties

The Commissioner shall further require that if the contractor or its agents violate any applicable ethical standards, the agency may terminate the contract immediately in its sole discretion.