

**SECOND AMENDMENT TO THE CONTRACT FOR ADMINISTRATIVE SERVICES FOR THE STATE OF INDIANA PUBLIC EMPLOYEES' DEFERRED COMPENSATION 457(b)/401 (a) PLANS**

This second Amendment to the Contract for Administrative Services (Contract") ("Amendment") is effective as of the date signed by the Indiana State Comptroller ("Comptroller") serving as Administrator of the Indiana Public Employees' Deferred Compensation and Matching Plans (Plan Sponsor) (the "Plans") and Nationwide Retirement Solutions, Inc. ("Nationwide"). This Amendment references the Contract that began on April 11, 2022, including the First Amendment signed on October 5, 2023.

**WHEREAS**, the Comptroller wishes to continue to contract with Nationwide for Plan administration services; and

**WHEREAS**, Nationwide wishes to continue to provide such administrative services for the Plans, subject to the terms and conditions set forth in the Contract, as amended, including by this Amendment; and

**THEREFORE**, the Comptroller and Nationwide hereby mutually agree to extend and amend the Contract by agreeing to the following:

The Comptroller and Nationwide agree to extend the Contract terms for an additional four-year term, beginning on April 10, 2026, in accordance with paragraph three (3) of the Contract. At any time prior to the expiration of the contract term, and at the direction of the Comptroller, the Contract may be extended for one (1) additional four (4) year term. The Contract terms, and those included in the Contract's First Amendment, remain in effect, and new terms are added as follows below. Should any conflict in language arise between the Contract, the First Amendment, and the terms in this Second Amendment, the Second Amendment shall control.

Pursuant to the Indiana Civil Rights law, specifically Indiana Code § 22-9-1-10, Nationwide covenants that it shall not discriminate against any employee or applicant for employment relating to the Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Nationwide certifies compliance with applicable state, federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of Nationwide or any subcontractor.

A. Nationwide covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (“DEI”), or other similar goals, that violate Indiana or Federal Civil Rights laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in Nationwide’s workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of Nationwide or any subcontractor.

B. All References to HOOSIER S.T.A.R.T are replaced with Hoosier START.

C. Section 32. Notice to Parties is deleted in its entirety and replaced as follows:

32. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of the Indiana State Comptroller  
Attn: Staci Schneider, Chief of Staff  
200 West Washington Street  
Indianapolis, IN 46204  
E-mail: StSchneider@comptroller.in.gov

B. Notices to the Contractor shall be sent to:

Nationwide Retirement Solutions, Inc.  
Attn: C. Alexis Cousineau, AVP, Operations  
One Nationwide Plaza  
Columbus, OH 43215  
E-mail: c.a.cousineau@nationwide.com

As required by Indiana Code § 4-13-2-14.8, payments, unless otherwise specified herein, to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana State Comptroller.

**Exhibit A is amended as follows:**

Section 3. General, Paragraph F. is amended by replacing the “Number of worksite visits annually:” in the table to read “Number of individual consultations per calendar year (prorated for partial calendar years):” with the associated Benchmark updated to read “4,000 individual consultations with eligible employees and participants across the State’s participating Employers”. Further, “Number of virtual webinars annually:” shall be updated to read “Number of group webinars and/or workshops annually:” with the associated Benchmark updated to read “125 group webinars and/or workshops to be conducted virtually or in person”. The Amount at Risk for these updated performance guarantees shall remain unchanged at \$1,500 annually and \$1,000 annually, respectively.

Section 12, B.6.: My Interactive Retirement Planner is renamed “My Income & Retirement Planner<sup>®</sup>.”

**Section 12 F:** Contractor Service Staffing is replaced with the following:

- A. Contractor will provide at minimum the following staff to service the State’s Plans:
- a. One (1) Executive Relationship Manager (20% dedicated)
  - b. One (1) Dedicated Program Director (100% dedicated)
  - c. One (1) Associate Vice President
  - d. One (1) Relationship Consultant/Account Manager
  - e. Six (6) Retirement Specialists
  - f. One (1) Financial Planning Consultant
  - g. Contractor’s Retirement Resource Group
  - h. Contractor’s Solutions Center Representatives

All travel expenses for Consultant’s staff will be paid by Consultant.

**Section 12 G:** Contractor’s Indiana Office is deleted.

**Section 12 H:** Contractor Education Commitments are replaced with the following:

Contractor will use best efforts to complete and report outreach across state locations and participating local government subdivision employers to Comptroller on at least a quarterly basis. Outreach may include Workplace Visits, plan sponsor education, plan reviews for increased plan sponsor engagement, distribution of education materials, and notice of upcoming educational opportunities.

Workplace Visits may include:

- Individual consultations.
- Group workshops – virtual or in-person – upon mutual agreement with the parties and as allowed by the applicable employer.

- Benefits fairs – Contractor will attend benefits fairs as appropriate and provide workshop presentations, Plan Highlights, and an option to schedule with a Retirement Specialist.
- State Personnel Pre-Retirement seminars.

**Section 14. Compensation** Paragraph A is replaced with the following:

A. Contractor shall be entitled to collect \$42.00 per participant annually, assessed on a quarterly basis. If an eligible participant is simultaneously enrolled in more than one State Plan (e.g. 457(b) and 401(a)), Contractor shall only assess a fee on the Participant’s 457(b) Plan account. Each eligible Participant will be assessed a charge of the lesser amount of \$10.50 or the Participant’s account balance on the last day of each quarter. Participants will not be assessed Contractor’s fee of \$10.50 per quarter until after the first two calendar quarters after enrollment on the Contractor’s record keeping system.

Additionally, Section 14. Compensation shall be amended to add the following Paragraph I:

I. In addition to the above-described fees, Nationwide will also receive fees with respect to a Participant’s use of the Self-Directed Brokerage Account (“SDBA”). Initial and annual administrative fees may be charged as outlined in the separate agreement for the SDBA that will be provided to each Participant by the SDBA provider; provided Comptroller is provided a form of the agreement, and any material modifications thereto.

Except as otherwise amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

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

APPROVED BY:

Nationwide Retirement Solutions, Inc.

Signed by:  
By: C. Alexis Cousineau  
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Printed Name: C. Alexis Cousineau

Title: AVP, Operations

Date: 4/7/2026 | 11:04 AM EDT

APPROVED BY:

Indiana State Comptroller  
Plan Sponsor

Signed by:  
By: Staci Schneider  
2E9124FC1B49484...

Printed Name: Staci Schneider

Title: Chief of Staff & Deputy Comptroller

Date: 4/7/2026 | 2:03 PM EDT