MASTER PROVIDER AGREEMENT -
Concerning Client Plans Utilizing
Voya Common Remitter Service

This Agreement is made and entered into this _____ day of _____, 20_____by and among Voya Institutional Trust Company ("Voya Trust"), with its principal place of business located in Windsor, Connecticut; Voya Financial Partners, LLC, ("VFP"), with its principal place of business located in Windsor, Connecticut; and _____ _____<Name>, with its principal place of business located in _____ <City and State> (the "Provider"). Voya Trust and VFP are hereinafter sometimes referred to collectively as "Voya."

RECITALS

WHEREAS, Voya's Common Remitter Program is a common remitter service offered by Voya whereby an Employer or its designee will periodically send bulked plan contributions to a bank account held by Voya Trust and a corresponding Data file containing participant-level remittance instructions to VFP; and

WHEREAS, under the service, VFP is responsible for splitting the Employer's bulked contributions and Data files among investment providers by directing Voya Trust to pay the amounts allocable to each investment providers and by forwarding corresponding Data files; and

WHEREAS, various employer-sponsors or their respective designee (each, an "Employer" and collectively, the "Employers") have entered into an agreement with Voya whereby Voya has agreed to perform the above common remitter services on behalf of the Employers; and

WHEREAS, the Provider serves as an investment provider to the plans of such Employers and such Employers are, therefore, mutual clients of Voya and of the Provider; and

WHEREAS, Voya and the Provider desire to enter into a master agreement that will describe the terms and conditions under which Voya Institutional Trust Company shall send remittances to the Provider on behalf of the Employers and VFP will send corresponding Data files to the Provider on behalf of the Employers.

NOW, THEREFORE, in consideration of their respective service obligations to the Employers and their plans, the parties do hereby agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the terms below shall have the following meanings:

Business Day	Any day Monday through Friday other than a standard Federal Reserve holiday or such other weekday Federal Reserve Banks are closed.
Data	The grouped participant data records including the Data elements related to participant allocation instructions that the Provider will use to apply each Payment.
Employer	The plan sponsor of the retirement plan(s) for which the common remitter service is being utilized or the plan sponsor's designee
Payments	The plan contributions that Voya Trust will forward to the Provider on behalf of Employers.
Provider	Any entity providing an investment product or vehicle to a retirement plan and intending to receive remittances under the Common Remitter arrangement.
Remittances	The bulked plan contributions that Voya Trust will receive from Employers and will split into Payments to investment providers, including the Provider.
VFP	Voya Financial Partners, LLC, a broker-dealer registered under the federal securities laws and an affiliate of Voya Trust.
Voya	Voya shall mean, collectively, VFP and Voya Trust.
Voya Trust	Voya Institutional Trust Company, a Connecticut trust bank and an affiliate of VFP.
Wire	A federal funds wire through the Federal Reserve's Fedwire funds transfer system.

Installation and Operation of Common Remitter Service

In order to set up and implement the common remitter service as requested by the Employer, the Voya Common Remitter Program will require the following from the Provider:

1. Completed Provider Form (See Exhibit A, Common Remitter Investment Provider Data Sheet, attached and incorporated as part of this Agreement)

2. Installation and set-up assistance including testing

3. Appropriate technical assistance and ongoing support

Common Remitter Account

Incoming Remittances from the Employer

The Employer will (1) Wire participant contributions to an Account held by Voya Trust, and (2) send the corresponding remittance instructions to VFP via electronic submission through an Internet File Transfer application.

Outgoing Payments to the Providers

Voya Trust, at the direction of VFP, will split the Employer's Remittances and will make Payments allocable to the Provider via Wire to the Provider's designated bank account. Each Payment will be accompanied by a corresponding Data file, generated by VFP, and containing payment instructions that constitute the Employer's instruction to the Provider for purposes of applying the Payment. VFP shall transmit Data files to the Providers via a secure website or File Transfer Protocol, as directed by the Provider. VFP will use its best efforts to process Remittances and Data files received in good order by 2:00 PM ET on a Business Day by the end of the same Business Day.

The Provider shall apply all Payments and Data files received from Voya in the same manner it would if such Payments and Data files had been received from the Employer directly. Such Payments will be applied under the same rules, restrictions and limitations applicable to direct Employer remittances including, but not limited to, the pricing of purchase orders communicated to the Provider based on the price next computed following receipt of such remittances in good order pursuant to Rule 22c-1 of the Investment Company Act of 1940.

Each Data file will contain a file header including the batch number, total dollar amount, number of records and date. A single Data file may include information sent on behalf of multiple Employers and plans which will be separated by a header to include the Provider plan number and pay period end date. Participant records will be a subset of the plan header and will include the following data: participant name, social security number, payment type (contribution or loan), money source as defined by Voya's Common Remitter Program, contract number if required by the Provider, and dollar amount. An output file sample in three (3) optional formats is included in Exhibit B, which is attached and incorporated as part of this Agreement.

The following list of money source codes may be included in the Data file.

EE	Employee pre-tax - Employee money used when you have employer match in the plan
EA	Employee post tax - Employee money separate from a plan (e.g., mutual funds, life insurance, non-qualified, IRA)
VO	Voluntary pre-tax - Employee money used when there is no employer match in the plan
ER	Employer match - Employer money that matches employee money
RA	Employer contributions - Employer money that is not matched (e.g., profit sharing, special pay)
RT	Roth
LP	Loan payments

If the Employer permits, Data files may include negative dollar amounts, but in no event may the file's total dollar amount be a negative number. Voya's Common Remitter Program does not verify participant enrollment. The Provider is responsible for resolving with Employer records that are not recognized by the Provider which may include, but are not limited to, references in the instructions to money types not maintained or recognized by the Provider.

Data

The Employer is responsible for providing all Data necessary to complete the Remittance cycle to the Providers.

Use of Data

Voya represents to the Provider that Voya's use of the Data is subject in all respects to the limitations contained in the common remitter agreement it has entered into with the Employer, namely:

The Employer has expressly authorized Voya to use the Data as required to meet its obligations to the Employer under the common remitter agreement. The Employer has expressly prohibited any other use of the Data in the absence of the Employer's advance written consent including, without limitation, any use, dissemination, transmission, access, manipulation, duplication or disclosure of the Data by Voya or its affiliates, subsidiaries or parent company for marketing, advertising or solicitation purposes.

Voya has agreed to hold as secret and confidential all information provided to it by or through the Employer, including Data, reports, plans, participant lists, documents, writings, business operations and business systems, and other proprietary material ("Confidential Information"). Non-public information that is personally identifiable to a consumer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI"), shall be treated by Voya as Confidential Information whether it is received directly from the Employer, its designee or a Provider. Confidential Information shall remain the property of the party from or through which it was provided.

Voya has agreed to use Confidential Information only to execute its obligations under this Agreement; to use the same degree of care to protect the Employer's Confidential Information as it uses to safeguard its own confidential information; to implement and maintain procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information; and to not make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it or any part thereof, except as reasonably required in connection with the fulfillment of its obligations under the common remitter agreement with the Employer in the absence of the Employer's advance written consent.

As used in the common remitter agreement with the Employer, the term "Confidential Information" does not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of the agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

Voya has agreed to restrict access to Confidential Information to those employees and persons in Voya's organization with a need to know such Confidential Information in order to perform its obligations under this Agreement. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. To the extent Voya retains a third party or affiliate to assist it in performing its duties as otherwise permitted under this Agreement, it shall similarly protect and restrict the use of Confidential Information by such third party or affiliate.

Voya has agreed to return to the Employer all of the Confidential Information of the Employer in its possession, in such form as is reasonably requested by the Employer.

Voya has acknowledged that all Data is, will be and will remain the property of the Employer and will be deemed Confidential Information of the Employer.

Voya is obligated to (i) maintain appropriate technical and organizational measures to protect the Data it receives, accesses or processes against unauthorized or unlawful processing and against accidental access, loss or destruction; and (ii) comply with all applicable privacy and data protection laws

Indemnification

Each party (the "Indemnifying Party") shall defend, hold harmless and indemnify the other (the "Indemnified Party"), its officers, employees and agents with respect to every claim, obligation, demand and suit at law or equity, which may arise out of, be connected with of be made due to the negligence of the Indemnifying Party or failure of the Indemnifying Party to satisfy its obligations hereunder, and shall satisfy any judgment against the Indemnified Party, except for any liability resulting from the negligence, willful misconduct, actual fraud or criminal conduct of the Indemnified Party. Notwithstanding the previous sentence, neither party shall have an indemnification obligation to the other for any claim, demand or suit based on erroneous information provided by an Employer or for any willful misconduct or negligence on the part of an Employer.

Banking Fees

Voya is not responsible for any fees assessed in connection with the receipt or deposit of remittance amounts into the Provider's bank account or, if applicable, the custodian's bank account.

Remittance Corrections

The Provider must designate an individual to resolve remittance issues and/or errors in a timely manner. The Provider will cooperate with Voya and the Employer in connection with any remittance error that may arise.

Acknowledgment

The Provider acknowledges that it will cooperate and comply with Voya's reasonable requests regarding the implementation and ongoing production of the common remitter service described in this Agreement. The Provider agrees to adhere to the requirements described above.

Acceptance

The undersigned Provider accepts the common remitter program requirements described above and will comply with the requirements established for Providers under Voya's Common Remitter Program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first listed above.

Provider Name _____

Authorized Name *(Please print.)* _____

Title: _____

➤ Authorized Signature: _____

VOYA INSTITUTIONAL TRUST COMPANY

Authorized Name *(Please print.)* _____

Title: _____

➤ Authorized Signature: _____

VOYA FINANCIAL PARTNERS, LLC

Authorized Name *(Please print.)* _____

Title: _____

➤ Authorized Signature: _____

COMMON REMITTER - INVESTMENT
PROVIDER DATA SHEET
EXHIBIT A

VOYA FINANCIAL™

INVESTMENT PROVIDER INFORMATION

Investment Provider Name _____

Contact Name *(first, last)* _____

Address *(street)* _____

City _____ State _____ ZIP _____

Contact Email _____ Contact Fax _____

Primary Phone _____ Alternate Phone _____

FUND AND FILE TRANSMISSIONS

Please provide the following bank information in order for Voya to transmit funds to your firm.

Bank Name **(Required)** _____ ABA **(Required)** _____

Bank Account Name **(Required)** _____

Bank Account # **(Required)** _____ Account Type **(Required)** ☐ Savings ☐ Checking

Please indicate the file format in which you want to receive the Common Remitter files:

☐ XML   ☐ CSV   ☐ Text file – fixed length

Please indicate the method by which you wish to receive Common Remitter files:

☐ Deliver to my secure FTP site. URL Address _____

☐ I will download the files from Voya's secure site

NOTIFICATIONS

Provide Email addresses for file notifications:

_____   _____

_____   _____

_____   _____

EXHIBIT B

OUTPUT FILE SAMPLE 1 (FIXED FORMAT)

```
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00037426522222Aillouse          Gregory          0000000098CEE    0000000001    000000200.00
0003888369963Anders             Sonia            0000000098CEE    0000000001    000000100.00
0003669665487Aeckers            James            0000000098CEE    0000000001    000000200.00
0004987654    10000000001N2006-10-01000000500.00000003
0002123456    20000000001N2006-10-01000000561.09000002
0003121546676Delanio            Bill             0000000103CEE    0000000001    000000402.09
0003654809976Eldridge           David            0000000103CEE    0000000001    000000159.00
0004123456    20000000001N2006-10-01000000561.09000002
0002445566    30000000001N2006-09-08000006063.75000023
0003582296221Ucker              Carolyn          0000000215CEE    0000000001    000000366.30
0003595259565Melom              Frances          0000000215CEE    0000000001    000000160.60
0003169688325Maple              Laraine          0000000215CEE    0000000001    000000490.60
0003656869523Tackett            Calvin E.        0000000215CEE    0000000001    000000001.10
0003563316382Reihl              Lorenzo          0000000215CEE    0000000001    000000202.40
00036282928650liva              Lucy             0000000215CEE    0000000001    000000271.15
0003592566659Logan              Mirlande         0000000215CEE    0000000001    000000200.20
00035878229222Sibbett           Rose Mary        0000000215CEE    0000000001    000000182.60
0003567665136Liston             Gladys           0000000215CEE    0000000001    000000001.10
0003593366552Rice               Faye G.          0000000215CEE    0000000001    000000519.20
0003523252155Hansen             Lilia Pardo      0000000215CEE    0000000001    000000001.10
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OUTPUT FILE SAMPLE 2 (COMMA-SEPARATED VALUE (CSV))

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0003,742652222,Aillouse,Gregory,0000000098,C,EE,0000000001,,000000200.00
0003,888369963,Anders,Sonia,0000000098,C,EE,0000000001,,000000100.00
0003,669665487,Aeckers,James,0000000098,C,EE,0000000001,,000000200.00
0004,R27P98 ,1,0000000001,N,2006-10-01,000000500.00,000003
0002,R27P103 ,2,0000000001,N,2006-10-01,000000561.09,000002
0003,121546676,Delanio,Bill,0000000103,C,EE,0000000001,,000000402.09
0003,654809976,Eldridge,David,0000000103,C,EE,0000000001,,000000159.00
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Output File Sample 3 (XML)

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                <Receiver>0000000027</Receiver>
        </FileHeader>
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        - <VendorPlanHeader>
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                <SequenceNumber>1</SequenceNumber>
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                <PayrollGroupNumber>0000000001</PayrollGroupNumber>
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        </VendorPlanHeader>
- <ParticipantRecord>
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        <LName>Hodges</LName>
        <FName>David</FName>
        - <PaymentRecord>
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                <MoneySource>EE</MoneySource>
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