

**MASTER PROVIDER AGREEMENT****Concerning Client Plans Utilizing VRIAC's  
planwithease.com® Service**

The MASTER PROVIDER AGREEMENT (the "Agreement") is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_ by and between Voya Retirement Insurance and Annuity Company ("VRIAC"), a service and investment provider headquartered in Windsor, Connecticut, and \_\_\_\_\_ <Provider>, an insurance company or mutual fund investment provider domiciled in the State of \_\_\_\_\_ and that is a service and investment provider ("PROVIDER").

**RECITALS**

**WHEREAS**, Voya Retirement Insurance and Annuity Company offers administrative services through planwithease.com for 403(b), 457 and 401(a) plans (the "Services");

**WHEREAS**, various employer-sponsors of such 403(b), 457 governmental and 401(a) governmental plans or their respective assignees (each, an "Employer" and collectively, the "Employers") have delegated certain administrative responsibilities to VRIAC in the Services Agreement (as defined below);

**WHEREAS**, PROVIDER serves as an Investment Provider (as defined below) to the Plans (as defined below) of the Employers and the Employers are, therefore, mutual clients of VRIAC and of PROVIDER;

**WHEREAS**, VRIAC and PROVIDER desire to enter into a master agreement that will describe the terms and conditions under which PROVIDER will remit and receive information from planwithease.com concerning the Employers' Plans;

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

**Introduction**

This Agreement applies in the case of any Employer that has (1) notified PROVIDER of its delegation of responsibilities to VRIAC through the use of planwithease.com and (2) authorized PROVIDER to communicate directly with VRIAC through planwithease.com concerning Plan-related information requested and required by planwithease.com for the performance of the Services as described in this Agreement.

As to any Employer that has so authorized PROVIDER, such information shall include: the name of PROVIDER product(s) being used to fund the Plan, Plan Information (as defined below) and the names, addresses, telephone and fax numbers, email addresses of individuals (including, but not limited to employees, officers, and agents) of PROVIDER who are authorized to communicate with VRIAC through planwithease.com concerning the Plan, along with any PROVIDER website URLs that may be accessed by participants in the Plan sponsored by the Employer.

From time to time, VRIAC may request changes (regulatory or employer directed) to the PROVIDER file by providing 90 day's written notice to PROVIDER. Such changes will be subject to the approval of PROVIDER, which approval shall not be unreasonably withheld.

## Definitions

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

<b>Employer</b>	The entity sponsoring the Plan for which the Services are being utilized
<b>VRIAC</b>	Voya Retirement Insurance and Annuity Company
<b>Investment Provider</b>	The entity providing an annuity contract or custodial account investing in mutual funds to a retirement plan maintained by the Employer
<b>Plan</b>	The retirement plan maintained by the Employer and that is intended to meet the requirements of Section 403(b), 457 or 401(a) of the Internal Revenue Code, as may be amended from time to time, and the regulations thereunder
<b>Plan Information</b>	The account and other participant-specific data as provided by an Investment Provider or the Employer
<b>planwithease.com</b>	The Plan administrative services facility available through VRIAC to the Employers
<b>PROVIDER</b>	The Investment Provider that is a party to this Agreement
<b>Services Agreement</b>	The separate written agreement between the Employer and VRIAC whereby VRIAC provides Services with respect to the Plan
<b>Services</b>	The administration services provided to the Employer by VRIAC through planwithease.com

## Investment Provider Account

PROVIDER agrees to provide an electronic file containing participant information and values as they pertain to each Plan. The file will conform to the Best Practices for 403(b) and Related Retirement Plans Information Sharing – Minimum and Comprehensive Data Elements, the nationally recognized SPARK (Society of Professional Asset-Manager and Record Keepers) Institute standards for data sharing. The values in the file are used by planwithease.com to provide the Services to the Plan, as selected by the Employer, across all Investment Providers. Planwithease.com can accommodate file submissions from Investment Providers as frequently as daily. Upon VRIAC's validation of PROVIDER's file structure, PROVIDER will transmit all participant data electronically (via secure FTP) to the planwithease.com lockbox. The Investment Provider Data Sheet (Exhibit A) must be completed to help facilitate the file structure validation process.

## Data

As requested by the Employer, PROVIDER shall supply the necessary information to enable VRIAC to perform the Services to the Plan as selected by the Employer.

PROVIDER's sole responsibility under this Agreement is to exercise commercially reasonable efforts to provide accurate and timely Plan Information to planwithease.com with respect to the Plans of the Employers that have notified PROVIDER to send Plan Information to planwithease.com. PROVIDER undertakes no responsibility or liability hereunder for any information provided to planwithease.com by any Investment Provider other than PROVIDER or for the functioning or output of planwithease.com except to the extent such function or output is compromised by PROVIDER's non-performance of its obligations set forth in this paragraph.

PROVIDER is limited to those uses required to provide the Services provided by planwithease.com.

## Use of Data

VRIAC represents to PROVIDER that VRIAC's use of the Plan Information is subject in all respects to the limitations contained in the Services Agreements it has entered into with the Employers, namely:

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

VRIAC had agreed to hold as secret and confidential all information provided to it by or through the Employer, including Plan Information, 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 VRIAC as Confidential Information whether it is received directly from the Employer, its assignee or an Investment Provider. Confidential Information shall remain the property of the party from or through which it was provided.

VRIAC has agreed to use Confidential Information only to execute its obligations under the Services 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 Services Agreement with the Employer in the absence of the Employer's advance written consent.

As used in the Services 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 Services Agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

VRIAC has agreed to restrict access to Confidential Information to those employees and persons in VRIAC'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 VRIAC 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.

VRIAC 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.

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

VRIAC is obligated to (i) maintain appropriate technical and organizational measures to protect the Plan Information 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 or 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 the Employer or for and willful misconduct or negligence on the part of the Employer.

#### **Termination**

This Agreement may be terminated by either party at any time with 90 day's written notice to the other. It will also be terminated at such time that there are no mutual clients of PROVIDER and VRIAC using the planwithease.com service.

The rights and obligations of the parties which by their nature must survive termination of this Agreement in order to achieve its fundamental purposes include, without limitation, the provisions under the sections entitled "Data" and "Indemnification."

#### **Assignment**

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties. Neither PROVIDER nor VRIAC shall assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent will not be unreasonably withheld.

#### **Force Majeure**

If and to the extent that the performance by either party (in such capacity, the "Affected Party") or any of its obligations pursuant to this Agreement is prevented, hindered, or delayed directly by any natural disaster, catastrophic weather event, terrorism, war, riot, biohazard, or internet, telecommunications or electrical outage beyond the reasonable control of the Affected Party (each, a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by the Affected Party through the use of reasonable precautions, then the Affected Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and the Affected Party continues to use its best efforts to recommence performance whenever and to whatever extent reasonably possible without delay. The Affected Party shall immediately notify the other party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

**Acknowledgement**

PROVIDER acknowledges that it will use its best efforts to cooperate and comply with VRIAC's commercially reasonable requests regarding PROVIDER's obligations regarding the implementation and ongoing production of the plan administration service described in this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first written above.

**VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY**

Authorized Name *(Please print.)* Carol Keen


Title: **Director, Product Management Tax Exempted Markets**

Authorized Signature: Carol B. Keen

Provider Name \_\_\_\_\_

Authorized Name *(Please print.)* \_\_\_\_\_

Title: \_\_\_\_\_

 Authorized Signature: \_\_\_\_\_

**INVESTMENT PROVIDER  
DATA SHEET  
EXHIBIT A**



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**INVESTMENT PROVIDER INFORMATION**

Investment Provider Name \_\_\_\_\_

Contact Name (*first, last*) \_\_\_\_\_

Address (*street*) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Contact Email \_\_\_\_\_ Contact Fax \_\_\_\_\_

Primary Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

Investment Provider's Plan Identifier \_\_\_\_\_

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**FILE TRANSMISSIONS**

The file format used to send transmission to planwithease.com is Pipe Delimited Text File.

The file must be delivered to an FTP site. A Login ID and Password will be provided.