

**VOYA STANDARD SERVICES AGREEMENT**

THIS STANDARD SERVICES AGREEMENT (“**Agreement**”) is effective as of February 18, 2022 (“**Effective Date**”) and will expire two years later unless terminated earlier as provided herein; between Voya Services Company, a Delaware corporation (“**Company**” or “**VOYA**”), and American Society for Healthcare Human Resources Administration (“**Supplier**” or “**ASHHRA**”). The Company and Supplier may be referred to collectively as the “**Parties**” or individually as a “**Party**.” Capitalized terms used in this Agreement have the meanings set forth in this Agreement. The Parties agree as follows:

1. **SERVICES.** Supplier will provide certain Services to Company as further described in Exhibit A.
2. **TERMINATION.** Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party (i) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other Party; (ii) materially breaches this Agreement in a manner that cannot be remedied; or (iii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business. In addition, Company may terminate this Agreement for convenience immediately upon written notice to Supplier.
3. **PAYMENT AND E-PROCUREMENT SYSTEMS.**
 - 3.1. **Payment.** Company will pay Supplier the fees set forth in Exhibit A. Company will reimburse Supplier for Supplier’s actual and reasonable travel expenses so long as such travel expenses are pre-approved in writing by Company. Company will not pay for any time spent by Supplier traveling, training, or familiarizing itself with any software or systems required. Supplier shall provide and pay for all materials, labor, utilities, tools, and equipment necessary to perform Services. Supplier shall provide, without extra charge, all incidental items required as part of Services, even though not specified herein.
 - 3.2. **e-Procurement Systems.** Supplier acknowledges that Company has deployed an electronic system for ordering goods and services from its suppliers, which includes Company’s supplier portal (“**Electronic System**”) located at www.supplier.voya.com. Supplier must register on the Electronic System in order to supply goods or services to Company, invoice Company electronically, and fulfill other procurement requirements. Each Party is responsible for its own costs associated with meeting the above requirements.
 - 3.3. **Invoices and Payment.** Supplier will submit to Company on a regular basis itemized and detailed invoices for all fees and expenses due hereunder and will provide appropriate supporting documentation as reasonably requested by Company. In order to be paid, an invoice must (i) separately list each category of fees and taxes; and (ii) reference the applicable

Purchase Order. Any invoice received by Company without a valid Purchase Order number may be returned to Supplier for correction and resubmission. Company will not be required to pay any invoice delivered more than 120 days after the charges, fees, and/or expenses set forth therein were incurred by Company. All undisputed payments will be due Net 60 after Company’s receipt of Supplier’s invoice in the form set forth above. Failure by Company to make payments to Supplier which are disputed in good faith in writing will not constitute a material breach of this Agreement by Company, and Supplier will continue to provide Services during the pendency of any such dispute. Notwithstanding the above, if Supplier is using Company’s purchasing card under the direction of Company’s procurement department, it will not be required to invoice Company. Invoices will be submitted via Company’s Electronic System.

- 3.4. **Taxes.** Company will pay to Supplier any U.S. sales tax imposed on the purchase transactions contemplated by this Agreement (“**Sales Tax**”). Supplier shall, on every taxable transaction, make all reasonable efforts to limit all Sales Tax consequences to Company. Supplier is solely responsible for paying any and all other taxes.

4. **OWNERSHIP RIGHTS.** All reports, analyses, documents, know-how, inventions, discoveries, concepts, ideas designs, methods, materials, software, documentation, and the like prepared, developed, conceived, or delivered as part of or in connection with the Services shall be considered “**Work Product**.” All Work Product shall be considered a “work made for hire” for Company as defined in 17 U.S.C. §101.
5. **CONFIDENTIALITY.** Either Party (“**Disclosing Party**”) may disclose Confidential Information to the other Party (“**Non-Disclosing Party**”) in connection with this Agreement, which may include proposals for additional services to be provided by Supplier to Company. “**Confidential Information**” means (i) non-public information concerning the Disclosing Party; its affiliates; and their respective businesses, products, processes, and services, including technical, marketing, agent, customer, financial, personnel, and planning information; (ii) trade secrets; and (iii) any other information that is marked confidential or which, under the circumstances surrounding disclosure, the Non-Disclosing Party should know is treated as confidential by the Disclosing Party. Confidential Information will not include (A) information lawfully obtained or created by the Non-Disclosing Party independently of the Disclosing Party’s Confidential Information and without breach of any obligation of confidence; or (B) information that enters the public domain without breach of any obligation of confidence. All Confidential Information will remain the property of the Disclosing Party. The Non-Disclosing Party agrees that it will disclose the Disclosing Party’s Confidential Information

only to its employees, agents, consultants, and contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Agreement. In addition, Supplier agrees that it will use the Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement. These confidentiality obligations will not restrict any disclosure of Confidential Information by order of a court, regulatory authority, or any governmental agency provided that the Non-Disclosing Party will limit any such disclosure to the information actually required to be disclosed. Promptly following the termination or expiration of this Agreement, the Non-Disclosing Party will return or destroy all of the Disclosing Party's Confidential Information in its possession and, upon written request, will promptly certify in writing to the Disclosing Party that it has done so. For Confidential Information that does not constitute "trade secrets" under applicable law, these confidentiality obligations will expire three years after the termination or expiration of this Agreement. The Parties agree that the breach, or threatened breach, of any of the confidentiality provisions of this Agreement may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the Disclosing Party will be entitled to injunctive relief to prevent the Non-Disclosing Party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section will limit any other remedy available to either Party. Supplier acknowledges and agrees that no Company data or Confidential Information may (a) be placed on unencrypted mobile media, CDs, DVDs, equipment, or laptops; or (b) be accessed from or located outside the United States.

6. **SUPPLIER'S WARRANTIES.** Supplier represents and warrants that (i) Supplier is financially solvent and has the ability to perform its obligations hereunder; (ii) Supplier has not entered into, and will not enter into, any other agreement that conflicts with this Agreement or limits Supplier's ability to perform its obligations hereunder; (iii) the Services will meet the specifications set forth herein; (iv) Supplier will perform the Services in a good and workmanlike manner; (v) the Services and all Work Product will not infringe or violate any patent, copyright, trade secret, or other third party intellectual property right; (vi) Supplier will comply with all applicable laws, ordinances, rules, and regulations and (vii) Supplier is an equal employment opportunity employer, and Supplier's employment decisions are based solely on merit and business needs and not on race, color, gender, age, sexual orientation, or any other factor protected by law.

7. **INDEMNIFICATION.** To the maximum extent allowed by law, Supplier will indemnify, defend, and hold harmless Company; the Company Affiliates; their respective directors, officers, employees, and agents; and the administrators of Company's benefit plans (collectively, the "Indemnified

Party") from and against any and all third party claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively, "Third Party Claims"), including reasonable attorneys' fees incurred in responding to such Third Party Claims, that the Indemnified Party may suffer or incur arising out of or in connection with (i) Supplier's negligence, willful misconduct, or breach of any representation, warranty, or other obligation under this Agreement; (ii) a claim that any Services or Work Product delivered by Supplier or Company's use or possession thereof infringes or violates any patent, copyright, trademark, or other intellectual property right of a third party or misappropriates any trade secret; (iv) any personal injury (including death) or damage to property resulting from Supplier's acts or omissions; or (v) any claims or liabilities relating to work status, compensation, tax, insurance, or benefit matters by Supplier Personnel under this Agreement. Payments made by an Indemnified Party with respect to a third party claim will be considered direct damages of the Indemnified Party.

8. **EXCLUSION OF DAMAGES AND REMEDIES.** EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND DAMAGES RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. THE REMEDIES SPECIFIED IN THIS AGREEMENT ARE CUMULATIVE AND IN ADDITION TO ANY REMEDIES AVAILABLE AT LAW OR IN EQUITY.

9. **INSURANCE.** During the Term, Supplier will, at its own cost and expense, obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of at least A (VII) or better, liability insurance to cover Supplier's obligations under this Agreement. Supplier shall maintain commercial general liability and comprehensive liability coverage, including comprehensive automobile liability insurance, as well as Workers' Compensation coverage as required by state law. Company may require Supplier to obtain builder's risk insurance, in the form commonly referred to as "all-risk," including flood and earthquake. Liability insurance shall have a combined single limit of at least \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. Upon execution of this Agreement, Supplier will provide Company with a certificate of insurance evidencing the coverage required hereunder, naming Company, its officers, directors, employees, and agents as additional insureds. Supplier's insurance

policy(ies) will not be materially modified, altered, or canceled without 30 days' prior written notice to Company.

10. **NOTICES.** All notices relating to this Agreement must be in writing and must reference this Agreement. Unless otherwise required under this Agreement, notices permitted or required to be given will be deemed sufficient if sent (i) by postage-prepaid registered or certified U.S. mail, then five business days after sending; or (ii) by commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a Party will be sent to its address(es) set forth in the signature block to this Agreement.

11. **SUPPLIER PERSONNEL; INDEPENDENT CONTRACTOR.** Whenever Supplier's employees, or any other persons, whether legal or natural, who may act on behalf of, or otherwise represent, Supplier ("Supplier Personnel") are present on Company's premises, Supplier shall cause Supplier Personnel to comply with all safety procedures that are applicable to the premises and made known to Supplier at the time. Supplier shall be responsible for the acts and omissions of Supplier Personnel in connection with this Agreement. Supplier, at its sole expense, will conduct reference checks, verification of education and previous employment, and criminal background checks for all Supplier Personnel performing Services for Company. At a minimum, the criminal background check will include the county or counties in which the individual has resided and worked within the previous seven years. Supplier will comply with all federal, state, and municipal laws and regulations applicable to these screening measures. Supplier will not assign any person to provide Services to Company if such person has been convicted of a felony. Supplier will have the ongoing duty to inform Company and immediately remove an individual from the Services upon learning that any Supplier Personnel have been convicted of a felony. Supplier is an independent contractor of Company, and this Agreement will not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association.

12. **MISCELLANEOUS.** All rights granted to Company under this Agreement and will automatically extend to any entities that, now or in the future, directly or indirectly, (i) control, (ii) are controlled by, or (iii) are under common control with Company ("Company Affiliates").

Supplier may not subcontract any of its obligations or assign any of its duties under this Agreement. Any attempted

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

VOYA SERVICES COMPANY

**AMERICAN SOCIETY FOR HEALTHCARE
HUMAN RESOURCES ADMINISTRATION**

assignment without Company's consent will be void and invalid. Company may, upon written notice to Supplier and at no additional charge to Company, assign this Agreement.

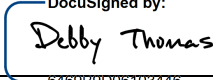
Supplier shall not, and will cause all Supplier Personnel not to use the name, logo, trademark, trade name, or other marks of the Company or make any public announcement or press release regarding this Agreement or any activities performed hereunder.

The terms and conditions of this Agreement and any other documents referenced herein may not be amended, waived, or modified, except in a writing signed by both Parties. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of New York, excluding its principles of conflicts of law. **THE PARTIES IRREVOCABLY AND EXCLUSIVELY SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS OF THE STATE OF NEW YORK AND WAIVE ANY RIGHTS TO A JURY TRIAL.**

The following provisions of this Agreement will survive its termination or expiration: Termination -- Confidentiality (Sections 2-5), Indemnification (Section 7), Exclusion of Damages and Remedies (Section 8), and Miscellaneous (Section 12).

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all other prior agreements, communications, and understandings (written and oral) regarding its subject matter. Terms and conditions on or attached to quotes, purchase orders, or preprinted forms will be of no force or effect, even if acknowledged or accepted by Company.

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DocuSigned by:

Signature: _____
6469B9D06103446...

Name: Debby Thomas

Title: Sourcing Specialist

Date: 2/18/2022 | 5:58 PM CST

Address:
5780 Powers Ferry Rd., N.W.
Atlanta, GA 30327
Attn: Head of Strategic Sourcing

with copy to:
5780 Powers Ferry Rd., N.W.
Atlanta, GA 30327
Attn: Legal Department

DocuSigned by:

Signature: _____
A1D6A043E8044AC...

Name: Jeremy Sadlier

Title: Executive Director-ASHHRA

Date: 2/18/2022 | 4:16 PM CST

Address:
233 S. Wacker Drive, Suite 4400
Chicago, IL 60606
Attn: Jeremy Sadlier
Email: Jeremy.Sadlier@ashhra.org
Phone: 312-9885-7062

with copy to:
233 S. Wacker Drive, Suite 4400
Chicago, IL 60606
Attn: Ferdinand Libunao

Exhibit A

1. SUPPLIER WILL PERFORM THE FOLLOWING SERVICES:

VOYA invested significant time and resources in designing and developing a study to: (1) better understand the unique challenges that health care defined contribution plan sponsors ("Plan Sponsors") face; (2) identify trends that impact defined contribution plans in the health care market; and (3) generate a report that will assist Plan Sponsors and their advisors with plan management and plan design that will address the needs of their plan participants (the "Study").

VOYA developed a Plan Sponsor survey ("Survey") for the Study. VOYA will provide the Survey to ASHHRA for distribution to its members and VOYA will share the report with ASHHRA.

STATEMENT OF DUTIES AND RESPONSIBILITIES

A. VOYA Duties and Responsibilities

- (1) VOYA shall include ASHHRA in the Survey's introductions' section and describe the relationship as follows:
"VOYA Financial, in collaboration with the American Society of Healthcare Human Resources Administration (ASHHRA) is proud to conduct first annual survey on retirement plans of the health care sector.
- (2) VOYA shall include ASHHRA's logo on Survey
- (3) VOYA shall include a link to ASHHRA's website in the Survey's introduction section (ashhra.org)
- (4) VOYA shall prepare a cover email message to Plan Sponsors introducing the Survey and provide the draft to ASHHRA for review
- (5) VOYA shall provide ASHHRA with a link to the Survey by [TBD (the "Survey Beginning Date")].
- (6) VOYA shall assume all costs associated with hosting the Survey and analyzing the Survey for the initial report. If ASHHRA desires to use the Survey data to conduct further analysis and reporting, ASHHRA must do so at its own expense and cost.
- (7) VOYA will make the Survey available for 41 calendar days from the Survey Beginning Date (the "Initial Survey Period"). If, after the expiration of the Initial Survey Period a statistically significant number responses have not been received, VOYA will extend the Survey for an additional 14 calendar days (the "Extended Survey Period").
- (8) After the Initial Survey Period, or Extended Survey Period ends, each Enterprise will do analysis of the Survey and create the Study for VOYA.
- (9) Voya will share the Study and report with ASHHRA and ASHHRA can distribute the report to all their members
- (10) ASHHRA will work with VOYA to produce a Webinar to discuss the results of the study ("Webinar"). ASHHRA will promote, host and record the Webinar, and ASHHRA will retain exclusive property of the Webinar recording and its contents.

B. ASHHRA Duties and Responsibilities

- (1) ASHHRA shall include link to Survey and introduction to Survey in its next regular newsletter; estimated to be TBD.
- (2) ASHHRA shall send an email dedicated to announcing the Survey to its membership by a date yet to be determined ("Dedicated Email")
- (3) Two weeks after the Dedicated Email is sent VOYA will notify ASHHRA of the response rate. If there are less than 200 total Survey responses (including responses that VOYA has independently solicited from Plan Sponsors) ASHHRA shall send a follow-up Dedicated Email.

2. FEES & EXPENSES: Not applicable

3. SCHEDULE:

Services shall be for the period of Effective Date to February 17, 2024.