

INVESTMENT ADVISORY SERVICES AGREEMENT

This Agreement is made this 31 day of MONTH, 2025 by and between Government of the District of Columbia (the "Plan Fiduciary") and Voya Retirement Advisors, LLC ("VRA").

WHEREAS, the Plan Fiduciary is a fiduciary of the PLAN NAME (the "Plan"), a qualified defined contribution plan maintained for the benefit of the participants and beneficiaries thereof;

WHEREAS, under the terms of the Plan, participants are entitled to direct the investment of their account balances under the Plan among the investment options available under the Plan;

WHEREAS, the Plan Fiduciary has designated certain of such investment options as being subject to the investment advice services contemplated hereunder (the "Designated Investment Options");

WHEREAS, certain of the Designated Investment Options may be managed for a fee by affiliates of VRA and/or may provide for the payment of shareholder servicing fees or other revenue sharing amounts to VRA or its affiliates;

WHEREAS, VRA and/or its affiliates provide various services with respect to the Plan including without limitation participant recordkeeping services;

WHEREAS, VRA is registered as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act"); and

WHEREAS, the Plan Fiduciary desires to appoint VRA to provide investment advisory services to participants and beneficiaries under the Plan on the terms and conditions stated herein, and VRA desires to provide such services;

NOW THEREFORE the parties hereto agree as follows:

1. Investment Advisory Services

The Plan Fiduciary hereby appoints VRA, and VRA hereby agrees, to provide investment advice to participants and beneficiaries under the Plan ("Participants") in connection with the investment of their account balances under the Plan (collectively, the "Accounts") among the Designated Investment Options. Such Participant investment advice will be provided by VRA in the manner described in Exhibit A ("Investment Advisory Services"), including the utilization of Financial Engines Advisors, LLC ("Financial Engines") as described therein. The Plan Fiduciary hereby agrees and acknowledges that VRA will exercise no discretionary authority with respect to either (i) the selection of the Designated Investment Options or any other investment options available under the Plan or (ii) the investment of the assets in the Accounts, it being understood that all discretionary decisions relating to the selection of the Designated Investment Options and any other investment options available under the Plan will be made by the Plan Fiduciary or such other fiduciary as is allocated such responsibility under the Plan and all discretionary decisions relating to the investment of the assets in the Accounts will be made by the Participants.

2. Acknowledgements and Representations of VRA

VRA hereby acknowledges and represents to the Plan Fiduciary that:

- (a) it is duly registered as an investment advisor under the Advisers Act and that such registration will remain in effect during the course of this Agreement;
- (b) with respect to the services provided under this Agreement, it is a fiduciary of the Plan within the meaning of Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA");
- (c) it is not subject to any of the disqualifications set forth in Section 411 of ERISA;
- (d) it is duly organized, validly existing, and in good standing under the laws of the state in which it is organized, and has the power and authority to carry on its business as it is now being conducted;
- (e) Financial Engines has represented to VRA that (i) it is independent from VRA and its affiliates and (ii) there is no financial interest (e.g. compensation, fees, etc.), ownership interest, or other relationship, agreement or understanding between Financial Engines and VRA that would limit the ability of Financial Engines to carry out its responsibility beyond the control, direction or influence of VRA;
- (f) the services provided under this Agreement are intended to comply with Department of Labor Advisory Opinion 2001-09A and VRA has received a legal opinion, as may be amended from time to time, that the services do comply with such Advisory Opinion; and
- (g) this Agreement has been duly executed and delivered on behalf of VRA and is a legal and binding obligation of VRA enforceable in accordance with its terms.

3. Acknowledgements and Representations of Plan Fiduciary

The Plan Fiduciary hereby acknowledges and represents to VRA that:

- (a) the execution and performance of this Agreement will not violate any provision of the governing documents of the Plan or require the Plan to obtain any consent or waiver not heretofore obtained;
- (b) the Plan Fiduciary is duly authorized to enter into this Agreement on behalf of the Plan and this Agreement is a legal and binding obligation of the Plan Fiduciary and the Plan, enforceable in accordance with its terms;
- (c) the Plan Fiduciary has received a copy of Voya Retirement Advisors, LLC's most recently amended Disclosure Statement (Part II of VRA's Form ADV), or other document containing at least the information required in Part II, in advance of executing this Agreement; and

- (d) the Plan Fiduciary has reviewed the manner in which VRA will provide investment advice hereunder, as described in Exhibit A, and understands that such advice, if followed by the Participants, may result in the receipt of additional revenue by VRA and its affiliates.

4. Standard of Care

VRA will discharge its duties hereunder (i) with the degree of care, skill, prudence and diligence required under the circumstances that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and (ii) as otherwise required by ERISA and other applicable laws.

5. Limitation of Liability

VRA will have no liability whatsoever under this Agreement and will not be responsible under this Agreement for any loss (including attorney's fees) or other damages that result from:

- (a) a breach of fiduciary duty of the Plan Fiduciary;
- (b) incorrect data provided to VRA or Financial Engines by the Plan Fiduciary (or any of its employees or agents) or by a Participant;
- (c) any failure by the Plan Fiduciary or a Plan administrative service provider to process Participant investment instructions completely or accurately; or
- (d) the selection and composition of the Designated Investment Options or any other investment options available under the Plan.

The preceding sentence will not relieve VRA or any of its affiliates of any responsibility or liability they may have or incur by reason of any other contractual relationship with respect to, or any other services provided to, the Plan.

6. Fees

The compensation for all services to be rendered by VRA hereunder will be determined as provided in the fee schedule attached hereto as Exhibit B. All fees are due and payable by the Plan within 30 days after the date of invoice. The Plan Fiduciary agrees to pay such fees to VRA or cause the Plan to pay such fees in a timely manner. VRA will be responsible for the payment of any compensation due to Financial Engines in connection with the investment advisory services provided hereunder.

7. Term and Termination

The initial term of this Agreement shall be from the Agreement Date for an initial period of five (5) years. The Plan Fiduciary may extend the term of this Agreement for a period of two (2) year two (2) option periods, or successful fraction thereof by written notice to Voya before expiration of the Agreement, provided that Client will give Voya preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit Client to an extension, the exercise of this option is subject to the availability of funds at the time of the exercise of this option This Agreement also may be

terminated prior to the end of the initial term, or at any time thereafter, in the following circumstances: (a) the Plan Fiduciary may terminate this Agreement upon written notice to VRA if the Plan Fiduciary determines in good faith that the continuation of this Agreement is not or may not be consistent with its fiduciary duties under ERISA or other applicable law, (b) either party may terminate this Agreement upon written notice in the event of Default by the other party.

"Default" by a party means the party's failure to meet any of its material obligations under the Agreement (other than the obligation to make payments) and to correct its failure within thirty (30) days after written notice of the failure; and in the case of the Plan Fiduciary, Default also means the Plan Fiduciary's failure to meet any payment obligations hereunder and to correct its failure within ten (10) days after VRA notifies the Plan Fiduciary in writing of the failure.

8. Confidentiality

All investment information and advice furnished by each party to the other party or by a Participant to VRA or Financial Engines will be treated as confidential and shall not be disclosed to third parties except as required by law. Notwithstanding the foregoing, the Plan Fiduciary acknowledges and agrees that VRA will disclose to Financial Engines such information concerning the Plan, the Accounts, and the Participants as is deemed necessary by Financial Engines in connection with its provision of the services contemplated by Exhibit A.

9. Reports

VRA will furnish the Plan Fiduciary with such periodic reports as described in Exhibit C, or other information as may be required by applicable law or as the Plan Fiduciary may reasonably request. It is understood and agreed that VRA will not be responsible for the accuracy of any information furnished to VRA or Financial Engines by the Plan Fiduciary (or any of its employees or agents) or any of the Participants.

10. No Assignment

No assignment of this Agreement under Section 205(a)(2) of the Advisors Act and the applicable regulations and interpretations thereunder may be made by VRA without the written consent of the Plan Fiduciary. For purposes of this Section, Plan Fiduciary hereby consents to any future assignment of this Agreement from VRA to an affiliate registered investment advisor provided that any required regulatory disclosure is furnished to the Plan Fiduciary at least sixty (60) days in advance of any actual assignment.

11. Entire Agreement; Amendment

This Agreement (including Exhibits A,B and C attached hereto) constitutes the entire understanding of the parties relating to the subject matter hereof. This Agreement may be amended only by a written instrument with mutual agreement of both parties hereto; provided, however, that VRA may amend Exhibit A , in its sole discretion, upon 90 days' prior written notice to the Plan Fiduciary.

12. Binding Agreement

This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors, permitted assigns, heirs and legal representatives.

13. Governing Law

To the extent not superseded by federal law, this Agreement shall be construed and enforced in accordance with the laws of the District of Columbia without regard to conflicts of law principles.

14. Forum Selection

All disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located within the District of Columbia that have appropriate jurisdiction over the parties' performance of their obligations under this Agreement, and the parties agree to submit to the exclusive jurisdiction and venue of such courts.

15. Notices

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail, or by telecopy confirmed by registered or certified mail, or by a nation-wide courier service, to the other party at its address set forth below, or such other address as may from time to time be supplied hereunder by the parties hereto. If mailed, notices will be deemed effective five (5) days after deposit, postage prepaid, in the mail.

If to VRA:

Voya Retirement Advisors, LLC
30 Braintree Hill Office Park
Braintree, MA 02184
Attn: Legal Department

If to Plan Fiduciary:


Office of Finance & Treasury (OFT)
1101 4th Street S.W., Suite 850W
Washington, D.C. 20024
Attn: Rodney Dicke

16. Force Majeure

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party (other than a failure to pay monies) shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the party charged with such default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, disruption of utilities or communications, action or inaction of governmental authorities, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, acts of terrorism, nuclear disasters, or default of a common carrier; provided that for the duration of such force majeure the party charged with such default must continue to use all commercially reasonable efforts to overcome such force majeure.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first set forth above.

VOYA RETIREMENT ADVISORS, LLC

By: 

Its: Vice President

Government of the District of Columbia

By: 

Its: Contracting Officer

EXHIBIT A

Revised Description of Services

VRA will provide individualized participant investment advice and account management services (the "Program") over the telephone through its investment advisor representatives ("Call Center"), via the internet called Online Advice ("OA"), and on personalized statements distributed periodically ("Statements") regarding the investment options under the Plan that has been designated by the Plan Fiduciary as being subject to such investment advice services (the "Designated Investment Options").

The Program may take into account all reported assets of the individual and his or her spouse/partner in providing retirement forecasts and advice or explain why the assets are excluded from the forecast. The Program will provide recommendations to the individual as to the investments available to him or her under the Plans. In addition, with respect to Internet accessed advice, the Plan Fiduciary may elect to allow individuals to be advised as to multiple tax-deferred accounts and/or other accounts. Target retirement/target date funds are designed to be used as a single investment choice for participants, VRA will follow the analysis and recommendation of Financial Engines with regard to the treatment of these funds. The result of the analysis will determine the configuration of the setting for target retirement funds and illustrate whether the funds may be additive to projected retirement wealth. The settings may include CAPPED SELL TO ZERO whereby the service will sell all holdings in target retirement funds and reallocate a participant's account into a suitable allocation made up of the plan's other core investment fund options; CAPPED AT CURRENT whereby the service may retain current holdings in target retirement funds and reallocate the remainder of a participant's account into a suitable allocation made up of the plan's other core investment fund options; or NOT CAPPED whereby the service may select one or more target retirement funds in conjunction with other core investment fund options to achieve an overall suitable allocation. VRA will review the analysis and resulting setting in the course of the implementation project with the Plan Fiduciary. The Program does not include any buy/sell recommendations with respect to individual securities, such as a stock or bond. However, an individual may use the Program to obtain guidance concerning diversification of concentrated single-security holdings. The Program provides this guidance by permitting the individual to model various possible holdings of a single security (expressed as a percentage of the individual's portfolio) to see how these different concentration levels affect the probability of reaching his or her retirement savings goals and to see how much his or her portfolio could decline in value over the short term because of these holdings.

With respect to the investment advice delivered by Statements, the Call Center or the Internet, VRA has engaged an unrelated, independent contractor, Financial Engines Advisors, LLC ("Financial Engines"), to provide the investment advice contemplated by the Program. Financial Engines will develop, implement, and maintain a computer program to provide Internet or intranet-based financial advisory services to the Participants. VRA will have no responsibility for or

involvement in, the development of such computer program; provided, however, that VRA or its affiliates may provide certain background information to Financial Engines. This computer program will analyze Participant portfolios, market conditions, and designated investment options available under the Plans, as well as information provided by the Participant through an electronic questionnaire developed by Financial Engines or through telephone communication with VRA retirement advisor representatives based on questions developed by Financial Engines (as described below). Based on this analysis, the computer program will generate specific portfolio recommendations for the Participants as to the allocation of his account balances under the Plan among the Designated Investment Options. These portfolio recommendations will be delivered to Participants by VRA via the internet, Call Center and/or through the mailing of Statements.

The Program will be tailored to the Plan in accordance with background information provided by VRA to Financial Engines. The Program will be provided through a web based link to Financial Engines' website or indirectly through VRA's Call Center. VRA may maintain a Call Center that may be made available to Participants in addition to access through the Internet. The Call Center will act solely as a non-discretionary conduit for the communication of the information required of the Participant under the Program to Financial Engines and for the communication of the investment advice generated by Financial Engines to the Participant. In obtaining the information required of the Participant, the Call Center representative will use a questionnaire that has been developed by Financial Engines. The Call Center personnel or the Statements will not make any investment recommendations to the Participants (other than communicating the output of Financial Engines' computer program) or take any other action designed to influence or affect the investment recommendation generated by the Program or the investment decisions ultimately made by the Participants.

The Program will be based upon the application of economic models and formulae developed by Financial Engines that are not specific to VRA, the Plan or the Designated Investment Options and that are based on generally accepted financial planning and investment principles. VRA will have no role in the development, maintenance or oversight of the software and technology used in the Program, which responsibility will be exclusively the responsibility of Financial Engines. All investment advice provided under the Program will be the product of the application of the foregoing computer program, taking into account the Designated Investment Options under the Plan and the individual participant data as provided by the Participant, the Plan sponsor or the Plan record keeper. Neither VRA nor any of its affiliates will have any discretion regarding the output of such computer program. The advice communicated to Participants will not be accessible to VRA, except to the extent that VRA will be aware of such result through the operation of the Call Center. The computer program utilized by Financial Engines under the Program will be developed and implemented by computer programmers engaged by Financial Engines each of whom will be independent of VRA and its affiliates.

As part of the Program, Plan Participants may also have access to additional investment related education and guidance, as made available by VRA at no additional cost to Plan Sponsor or Plan Participants. Such education and/or guidance may include information, materials and/or analysis on retirement and financial planning related matters (e.g., Social Security claiming strategies, Medicare information and choice structure). Separately, and only if affirmatively selected, Plan Participants may also access fee-based individual retirement account (IRA) management, in addition to Advice and/or the Program under this Agreement.

Professional Management (PM)

VRA will also provide a managed account option called Professional Management ("PM"). For purposes of this service, VRA shall act as an investment manager as defined under Section 3(38) of ERISA. Participants may either call VRA or read the Fact Sheet or Disclosure Statement to learn about PM and applicable fees. VRA will provide Participants with a portfolio recommendation, investment allocation and contribution recommendation that considers the number of years from their current age and assumed retirement age and a suitable level of risk. Participants will also be provided with a Forecast of their current investment risk and retirement account value and/or income. VRA is delivered by VRA online, through personalized statements and by its investment advisor representatives who may be contacted by calling the Plan's toll-free information line. VRA may provide Participants with a recommendation regarding a suitable level of retirement savings and investment allocation and recommendations that take into account their retirement goals and time horizon. Participants enrolled in PM may also be provided a personalized risk assessment and forecast of retirement wealth and income and the probability of achieving their financial goals.

Participants who enroll in the PM program will authorize VRA to collect the PM fee from their accounts and to provide ongoing management of their account which may include periodic increases of contributions to their accounts, periodic rebalancing/reoptimizing investment allocations and adjusting the portfolio risk level and resulting allocation over time based on their changing retirement time horizon, within prescribed specifications, as presented by VRA and agreed to by the Participant.

Neither VRA nor Financial Engines will have any responsibility or authority with respect to the selection of the Designated Investment Options or any other investment options available under the Plan. Participants electing to use the Program will be informed that they can accept or reject some or all of the advice provided to them. Since target retirement funds are designed to be used as a single investment choice for participants, VRA will follow the recommendation of Financial Engines to maintain the intended use by treating target retirement funds as capped. The result of the configuration of the capped setting for target retirement funds is that when such funds are set as "capped sell to zero", the advice recommendation will be to sell all holdings in target retirement funds and reallocate a participants account into a suitable allocation made up of the plan's other core investment fund options.

VRA will pay Financial Engines compensation for its services in connection with the Program. The amount of such compensation will not be affected in any way by the investment advice provided by Financial Engines under the Program or by the manner in which the assets in Participants' accounts are ultimately invested by the Participants.

The Plan Fiduciary will be provided on an on-going basis with periodic written report not less frequently than semi-annually concerning the Program.

Information regarding (i) fees and expenses paid or received by VRA or its affiliates with respect to any of the Designated Investment Options and (ii) any proposed increases in any of such fees shall be provided by the Plans' recordkeeper, Voya Institutional Plan Services.

Professional Management – Income+

Income+ is an in-plan retirement income solution and feature of the Professional Manager program that provides participants with a professionally managed portfolio that is designed to generate steady income from their plan accounts. Income+ may provide monthly income payouts but participants maintain full control and access to their account balance at all times.

Income+ encompasses multiple stages of a participant's lifecycle including the years leading up to retirement, transition to retirement, and the post-retirement phase where lifetime income becomes most important.

Operation:

- a. Subject to availability, Plan compatibility requirements and Program Member request, management of Program Member accounts includes:
 - i. portfolio management of applicable Program Member accounts of retirees and "near retirees" who indicate a desire for steady lifetime distribution of accumulated assets from their retirement account(s)
 - ii. calculation and communication of payout amount(s) intended to maintain steady lifetime distribution from and for applicable account(s)
 - iii. VRA facilitated withdrawal(s) from applicable Plan accounts
- b. Maintenance of a Plan account balance for optional out-of-plan annuity purchase

Subject to Plan compatibility and functionality requirements, "Income+" management of Program Member accounts, which includes:

- portfolio management of applicable Program Member accounts of retirees and "near retirees" who indicate a desire for steady lifetime distribution of accumulated assets from their retirement account(s);
- calculation and communication of payout amount(s) intended to maintain steady lifetime distribution from and for applicable account(s);

- Advisor Center facilitated withdrawal(s) from applicable Plan accounts through Plan Recordkeeper; and
- maintenance of a Plan account balance for optional out-of-plan annuity purchase in order to guarantee lifetime payments.

With regard to Income+, Voya Retirement Advisors does not receive, accept or charge fees, payments and/or commissions related to an out-of-plan annuity purchase.

EXHIBIT B

Fee Agreement between Government of the District of Columbia and Voya Retirement Advisors, LLC

Voya's fee for managed account services through Voya Retirement Advisors, powered by Edelman Financial Engines is 0.35% for the initial contract term of five years.

EXHIBIT C
Communication and Education Material

The following core communication package shall be included in the standard launch (and ongoing where indicated) at no additional charge:

- a. Service Fact Sheet
- b. Handling and postage for bulk shipping of material up to five locations
- c. Monthly Participant Usage report (provided to Plan Sponsor)
- d. Semi-Annual Reach and Impact Progress Report (provided to Plan Sponsor)
- e. Annual Retirement Evaluation campaign materials
- f. Email campaigns / promotions (ongoing)
- g. Quarterly Progress Reports via email for participants using the Personal Online Advisor (ongoing)
- h. Quarterly Progress Reports via regular email for participants enrolled in the Professional Account Manager (ongoing)
- i. Content and links on the Plan Participant Web site
- j. Statement messaging