

## **OneAmerica Retirement Services LLC Non-ERISA Plan Services Agreement**

This Nonqualified Plan Services Agreement ("Agreement") is by and between The County of Galveston TX ("Employer"), the sponsor of the plan(s) listed in Appendix A (each a "Plan"), and OneAmerica Retirement Services LLC ("OneAmerica") (collectively, "the parties"), as of the effective date listed in Appendix A and shall cover each Plan.

Employer represents that it has the authority to act on behalf of the Plan, under the terms of the Plan, including responsibility for the selection and review of investment options under the Plan, and that Employer has concluded that this Agreement will not violate any provisions of the Plan or trust and will not violate applicable law or the funding, investment or diversification policies of the Plan.

Employer also represents that it is independent of and unrelated to OneAmerica, that it understands that OneAmerica does not provide legal advice, and that it has had the opportunity to consult with its legal counsel regarding interpreting the Plan document provisions, this Agreement in particular, and administration of the Plan generally.

Employer also represents that it has reviewed the fees payable to OneAmerica under this Agreement as presented on OneAmerica's Fee Disclosure ("Fee Disclosure"), dated 1/3/2025, and has concluded that these fees are reasonable and in the best interests of the Plan, its Participants and beneficiaries (collectively, "Participants"). Employer further represents that it understands that the periodic review of Plan fees is Employer's sole responsibility.

OneAmerica and Employer agree that the Plan is not a plan subject to the Employee Retirement Income Security Act ("ERISA") and that for purposes of this Agreement, references to ERISA and regulations or requirements thereunder are solely for best practices. References to ERISA and such regulations and requirements shall not impose additional requirements on Employer, nor the Plan, but should be the best practices that OneAmerica should follow as obligated hereunder.

Accordingly, Employer designates OneAmerica as the recordkeeper and service agent with respect to the Plan and investment accounts of the Participants, and OneAmerica agrees to so act under the terms of this Agreement, as follows.

### **I. DUTIES AND RESPONSIBILITIES – In General**

Employer appoints OneAmerica as agent to perform the recordkeeping and ministerial functions described in this Agreement. The parties agree that OneAmerica's authority and responsibility as agent extends only to the performance of the specific services, functions, and Plan(s) enumerated in this Agreement. The parties agree that the Plan administrator ("Plan Administrator"), which is the Employer unless the Employer has properly designated a different Plan Administrator and communicated its designation in writing to OneAmerica, retains responsibility for any services and functions not enumerated in this Agreement.

#### **A. OneAmerica Responsibilities**

1. OneAmerica will perform its functions in connection with the administration of the Plan as described in this Agreement and its Appendices, which is incorporated into this Agreement by reference. OneAmerica agrees that in performing its functions in connection with the administration of the Plan as described in this Agreement and its Appendices, it will perform its obligations under this Agreement in a professional and competent manner. OneAmerica's standard processes for carrying out its functions, as amended by OneAmerica in its sole discretion from time to time. In the event OneAmerica materially changes its standard processes for carrying out its functions that alter any obligations of the Plan Sponsor, to the extent possible notice to Employer shall be provided in writing reasonably in advance of such changes.
2. The parties agree that OneAmerica's services as described in this Agreement are non-discretionary and ministerial in nature, and that OneAmerica's performance of its duties under this Agreement are not the functions of a "plan administrator" or "fiduciary," under applicable law, including to the extent applicable

(without acknowledging its applicability), under the provisions of ERISA. Unless otherwise specified by the Employer, the Employer shall function as the “Plan Administrator” with the same duties and responsibilities as that term is defined in under ERISA.

3. OneAmerica will not have access to Plan assets or any discretionary authority or control over the management of the Plan or Plan assets. OneAmerica will act only upon the instructions of a Participant, the Plan Administrator or Employer that are provided to OneAmerica pursuant to this Agreement and OneAmerica’s standard processes.
4. OneAmerica is not responsible for payment of any federal, state, or other taxes or penalties that may be assessed against or charged to the Employer, Plan Administrator, Plan, Participant or any other party to the Plan. OneAmerica will not, nor be deemed to, provide tax or legal advice to the Employer, Plan Sponsor, Plan, Participant or any other party to the Plan pursuant to this Agreement. OneAmerica will not be responsible for filing any notice(s) of taxable or reportable event(s) under applicable law or regulation. Except as otherwise provided in this Agreement, OneAmerica will not be liable for any failure by Employer, Plan Administrator, the Plan, any Participant or any other party to the Plan to file any required report(s) with the Internal Revenue Service (“IRS”) or Department of Labor (“DOL”) or to file the same in an accurate or timely manner. Employer and Plan Administrator agree to obtain any tax or legal advice they may deem necessary for the Plan from third parties.
5. If authorized by Employer in writing, OneAmerica may provide any documentation or information related to Participants, the Plan, Employer or Plan Administrator that may be requested by Employer’s or Plan Administrator’s broker of record or financial advisor, the providers of mutual funds or other investments, including designees thereof, invested in by Participants or the Plan, the Plan’s custodian and trustee, the IRS, the DOL, or any other judicial or regulatory authority.
6. OneAmerica retains the right under this Agreement to hire or retain agents or other personnel to assist in the completion of its duties and responsibilities. All personnel and agents performing duties and responsibilities pursuant to this Agreement shall be held to the same obligations enumerated herein, including but not limited to those related to confidentiality, privacy, and data security, among other obligations.

## **B. Plan Administrator and Employer Responsibilities**

1. Plan Administrator and Employer are responsible for establishing the Plan, reviewing all Plan documents, maintaining the status of the Plan in compliance with applicable law, and performing all other Plan Administrator and Employer duties as set forth herein. Plan Administrator is responsible for distributing any applicable notices and materials, including but not limited to, prospectuses, proxy materials, and/or other investment information as set forth herein. Plan Administrator and Employer are responsible for the retention of all records related to the Plan.
2. Plan Administrator retains complete authority and decision-making responsibility for all aspects of the Plan, including determining eligibility of Participants, interpreting Plan provisions, implementing policies, requirements, practices and procedures, authorizing distributions, and any duties defined by the Plan document.
3. Plan Administrator is responsible for selecting and monitoring Plan service providers, including but not limited to any Plan trustee, recordkeeper, investment manager, investment adviser, auditor, actuary, or other Plan or Employer consultant, advisor or other service provider. Plan Administrator is responsible to determine from time to time that the fees charged, and services provided by such service providers are reasonable and consistent with applicable law, whether OneAmerica is directed to make payments to such service providers from Plan assets or the Employer makes such payments separately.
4. Plan Administrator is responsible for providing to OneAmerica, on a timely basis and in a mutually agreeable format, all materials and data necessary for OneAmerica to perform services under this Agreement. OneAmerica may rely, without question, validation, audit, or verification, on the

completeness and/or accuracy of any data received from Employer, Plan Administrator or any other party providing data or other information to OneAmerica pursuant to the direction of Employer or Plan Administrator. OneAmerica shall not be liable for any errors, operational failures, investment losses or damages that may result from OneAmerica's reliance on data or other information provided pursuant to this section. Upon notice and written authorization to proceed, any additional work performed by OneAmerica due to Employer or Plan Administrator error or inaccurate data or other information provided to OneAmerica may be subject to additional fees as described in the Fee Disclosure. Employer shall be solely responsible for any corrective contributions, distributions, or overpayments resulting from untimely or inaccurate plan and employee information and data provided to OneAmerica. As between OneAmerica and Employer, Employer shall own and retain all right, title and interest in and to all data supplied to OneAmerica under this Agreement in connection with the Plan or the Services. Subject to Section VII below, OneAmerica shall protect such data that is made available to it in the course of performing the services under this Agreement and the Appendices and shall not sell nor make available to third parties any data of Employer, including that of Employer's Participants.

5. Employer is responsible for notifying OneAmerica of any changes in its Plan and in its business structure, including any mergers, acquisitions, spinoffs or other business combinations, or other material changes in the numbers or demographics of employees, which may or may not affect Plan design or administration.
6. Upon Plan Administrator's receipt of any written communication from OneAmerica or any third party acting on OneAmerica's behalf, Plan Administrator and/or Employer must notify OneAmerica as soon as practicable in writing of all inaccuracies and errors reflected in such communication, with a complete description thereof, and OneAmerica will have no responsibility to make the Plan or the affected Participants whole for any investment losses or any other consequences, liabilities or damages arising out of or relating to such inaccuracies or errors of which are the result of OneAmerica not being timely notified of any inaccuracies or errors.
7. Employer and Plan Administrator acknowledge and agree that OneAmerica will not provide to Employer, Plan Administrator, the Plan or any Participant any investment advice or recommendation, guidance, suitability determination or analysis or similar service relating to the offer, sale, distribution, selection, trading or holding of any investment.
8. Employer must establish a committee or name representatives who will be authorized to provide instructions to OneAmerica and provide specimen signatures of the named representatives to OneAmerica. Unless the Plan document provides otherwise, Employer may make additions or deletions to the committee or list of representatives by written notice to OneAmerica from the Employer or an authorized committee. Unless otherwise provided and agreed to by OneAmerica, OneAmerica shall be entitled to act on instructions from those designated pursuant to this provision as if those were instructions from the Plan Administrator.
  - a) To delete or replace a signer, Employer must identify the name of those individuals who are no longer authorized signer(s) and provide specimen signatures of new or additional signer(s).
  - b) Employer agrees and acknowledges that OneAmerica will rely on the most current list of committee members or other authorized representatives the Employer provides to OneAmerica in writing until Employer notifies OneAmerica of a change as provided in this Agreement. Employer should provide OneAmerica with changes at least 10 business days prior to the date the change will be effective.

## **II. INVESTMENTS**

### **A. Available Investments**

The Plan Administrator is solely responsible for selecting and monitoring all investment options offered under the Plan, unless the Plan Administrator has properly delegated that responsibility to a third party who has acknowledged in writing that they are serving in a fiduciary capacity (if applicable, under the terms of any

applicable law). As selected by the Plan Administrator, the investments offered in the Plan at the time this Agreement is executed are shown in the Fee Disclosure. Although OneAmerica will provide performance information regarding the investment funds chosen by Plan Administrator and, in some cases, alternative funds, the Plan Administrator has sole authority and responsibility for any decision whether to change or retain any investment option alternatives available to Participants. Plan Administrator acknowledges and agrees that OneAmerica has not and will not make regular or specific recommendations that could be the primary basis for Plan Administrator's or any Participant's investment decisions, including what investment options to offer under the Plan.

Additionally, Plan Administrator may change the investments options offered through the Plan with written notice to OneAmerica. Plan Administrator acknowledges that the implementation of an investment option change typically takes 60-90 days but may take longer under certain circumstances. Depending on the scope of the investment option change(s), the Plan may be subject to a transaction blackout period requiring appropriate notice to Participants as determined by Employer.

## **B. Participant Accounts**

Participants can direct how the then current benefit (if any) and/or future benefits allocated to their accounts under the Plan will be invested, in accordance with the terms of the Plan. The Participant election will name the Plan's investment alternatives and direct the Plan Administrator to direct OneAmerica to invest the then current balance of (if any) and/or future contributions to the Participant's account into the selected investment options. If elected by the Plan Administrator, Participants may also choose to invest the then current balance (if any) and/or future contributions of their accounts into pre-established investment allocations established by the Plan Administrator or a third-party and distributed among the Plan's investment options ("Investment Models"). Plan Administrator directs OneAmerica to make investments as directed by each Participant in accordance with the Plan and this Agreement, and OneAmerica will be responsible solely for following the Participants' and Plan Administrator's directions without further review or investigation.

Plan Administrator and OneAmerica may prohibit Participants from continuing to invest in or hold certain investments if the Participant does not follow the applicable investment's restrictions (for example, if a Participant is found by a mutual fund to be "market timing" in violation of fund policy).

It is the Participant's responsibility to review the accuracy of his or her investment elections on confirmation notices provided after each investment. If the information is not correct and does not agree with a Participant's investment directions, the Participant must immediately notify OneAmerica. The Employer, Plan Administrator, and OneAmerica are not responsible for any losses incurred by a Participant's account due to the Participant's investment allocation, unless the Participant notifies OneAmerica within 30 days after the second notice of inaccurate information is provided to Participant. Notification can occur via the web on [www.oaretirement.com](http://www.oaretirement.com) or can be a written confirmation or Participant statement reflecting the change.

## **C. Investment Options**

The Plan Administrator authorizes and approves the initial and ongoing investment of Plan assets in the investment options and the payment of fees incident to such investment as described in that document and in the mutual fund prospectuses, participation agreements, and/or other offering documents, as applicable, including the payment of fees or other compensation for the provision of administrative services to those investment options. More information about these services may be available upon request.

## **D. Investment Information and Services**

1. OneAmerica will periodically prepare fund fact sheets for any investment option that consists of a single mutual fund in a consistent format for the investments the Plan Administrator has designated to be available to Participants under the Plan, (the "Core Investments") provided publicly available information is readily available.

2. OneAmerica will provide to the Plan Administrator or its designee periodic performance information for the Plan's investment options if information is available to OneAmerica.
3. OneAmerica may provide Participants investing in the Plan's Core Investments the following information, upon their request to the Plan Administrator, and the Plan Administrator's request of OneAmerica:
  - a) A description of each Core Investment's annual operating expenses, investment management fees, administrative fees, and transaction costs that reduce the investment's rate of return, and the total of such expenses expressed as a percentage of average net assets of the Core Investment.
  - b) Copies of any prospectuses for the Core Investments, financial statements and reports, and other materials available for each of the Plan's Core Investments, to the extent such information is provided to the Plan.
  - c) A list of the assets comprising the portfolio of each Core Investment, to the extent the assets are "Plan assets" under applicable law, and the value of each such asset (or the proportion of the Core Investment that it comprises). With respect to any investment that is a "fixed rate investment contract" issued by a bank, savings and loan association or insurance company, the name and issuer of the contract and the term and rate of return on the contract will also be available.
  - d) Information including the past and current investment performance of Core Investments available under the Plan (determined after the deduction of expenses).
  - e) Information on Core Investment share or unit values held in the Participant's or beneficiary's account.

OneAmerica will forward this information to the Plan Administrator to provide to the Participant, in response to the Plan Administrator's and Participant's request.

4. If elected by Plan Administrator, OneAmerica will automatically rebalance Participant investments on all the Plan offers investment models consisting of an asset allocation of Core Investments determined to be suitable for use by Participants in the Plan by a Plan fiduciary, then the Plan Administrator, or the Plan's named investment fiduciary with respect to the Investment Models, is responsible for managing the Investment Models and monitoring the initial and continued suitability and prudence of each Investment Model's underlying investment options and asset allocation, and in providing any information to OneAmerica necessary for OneAmerica to service the Plan and administer an investment option consisting of an Investment Model. Changes in the Investment Models must be communicated to OneAmerica with reasonable notice to allow communication to Participants and any required programming changes by OneAmerica.
5. If elected by the Plan Administrator, OneAmerica will automatically rebalance Participant investments on a specified frequency (e.g., quarterly), as selected by Participants. This automatic rebalancing will result in sales or purchases of Participant investments to the extent necessary to return the Participant's account allocation to that which the Participant invests his or her then current contributions. Based upon each investment option's rules as detailed in its prospectus, participation agreement and/or offering documents, automatic rebalancing transactions may be subject to redemption fees or other restrictions.

### **III. PROCESSING SERVICES**

#### **A. Accounting Method**

1. Employer directs OneAmerica to value the assets of the Plan on a daily basis, to the extent possible. Employer acknowledges that, in connection with its decision to use daily valuation, OneAmerica will utilize the following procedures.

- a) OneAmerica calculates Participant balances and trade orders nightly based on price updates it receives from the Plan's chosen investment options. If an investment option does not provide a final price within the standard guidelines, OneAmerica will use the prior business day's price to calculate balances and trades.
- b) OneAmerica will not make price adjustments on trades that have been placed unless the differential is significant, as determined by OneAmerica's policy. Current OneAmerica policy provides that a differential is considered significant only if it is greater than 0.5 percent of the Net Asset Value ("NAV") of the mutual fund share or investment option share or unit value. OneAmerica reserves the right to change this policy unilaterally.
- c) Participant accounting will be on a cash basis, and OneAmerica will update Participant balances and activity daily. OneAmerica will report transactions on Participant statements when transactions are posted by OneAmerica to the Participant accounting system.

## **B. Data Transmission and Deadlines**

1. Employer will update employee information including, but not limited to, address changes, employment status changes, and termination dates as often as it submits contribution information to OneAmerica, to facilitate mailings to Participants and transaction confirmations. Depending upon the services offered by OneAmerica, OneAmerica may require additional information to effect accurate processing of Participant activity, as outlined in OneAmerica's standard processes.
2. Employer will provide data in a consistent format as agreed to by OneAmerica periodically, but no less frequently than OneAmerica deems reasonably necessary for the performance of services under this Agreement. Any data supplied in hard copy format will be subject to processing delays and may also be subject to additional processing fees.

## **C. Enrollments**

1. Employer has elected to enroll Participants in the Plan according to OneAmerica's standard processes.
2. If a Participant does not specify an investment option for investment, future contributions to his or her account will be invested in the default investment option selected by the Plan Administrator from time to time.
3. OneAmerica will provide eligible employees with enrollment material containing Plan information and features, and account access information.

## **D. Awards and Investment Credits**

Employer agrees that it is specifically and solely responsible for calculating and collecting all contribution awards due and owing to the Plan. OneAmerica shall have no responsibility to monitor the timeliness of contributions, and if notified by the Employer of a specific delinquency may assist in the correction of the delinquency for an additional fee.

## **E. Distributions**

1. OneAmerica will provide the following Participant benefit payment services.
  - a) Periodic benefit payments will be made on a frequency elected by the Plan Administrator and consistent with the Plan.
  - b) OneAmerica will direct distribution of non-periodic benefit payments according to established distribution procedures.

- c) All benefit payments will be paid to the Employer to be distributed to Plan participants and beneficiaries at the times and in the amounts directed by the Plan Administrator and consistent with the Plan. OneAmerica will make funds available at least five business days prior to the pay date.
- d) The Employer will be responsible for issuing the appropriate tax filings, tax forms, and other required forms.
- e) OneAmerica will provide Plan Administrator and Participants with a standard payment authorization process. OneAmerica requires complete and accurate information and Plan Administrator authorization before processing withdrawals and termination payments. Plan Administrator understands and agrees that it is responsible for verifying the information necessary to determine the Participant's vested account balance.

## 2. Record Retention and Audit

- a) OneAmerica will maintain the Plan's historical payment and distribution information (for ten years, in a format OneAmerica selects).
- b) With at least five business days' prior written notice, OneAmerica will make all records maintained by OneAmerica for the Plan in connection with its duties under this Agreement available during OneAmerica's regular business hours to the Employer and its auditors for inspection and copying (at the Employer's expense).
- c) OneAmerica will make Plan records it maintains available for examination and audit by government agencies having jurisdiction over the Employer's business, the Plan and/or OneAmerica. OneAmerica will promptly notify the Employer of any formal request by an authorized government agency to examine Employer records held by OneAmerica, if OneAmerica is permitted to notify the Employer under applicable law and regulations. The Employer agrees that OneAmerica is authorized to provide those records upon formal request by an authorized government agency.
- d) Upon the parties' written agreement in advance, Employer agrees to reimburse OneAmerica for reasonable costs it actually incurs due to any such examination or audit performed solely for the purpose of examining OneAmerica's services provided to the Employer, or as otherwise may be required upon formal request by an authorized governmental agency.

## IV. ADMINISTRATIVE SERVICES

### A. Administration and Account Support

- 1. Plan Sponsor Communication and Support. OneAmerica will provide Plan Administrator with a designated administrative team necessary to perform the service provided under this Agreement. OneAmerica may, from time to time, make changes to members of that team as may be necessary as determined in its sole discretion; notice to Employer shall be provided in writing reasonably in advance of such changes.
- 2. Periodic Service Review. OneAmerica will periodically review with the Plan Administrator and/or Employer various aspects of the Plan and services provided to the Plan.

### B. Account Access

- 1. Participant accounts may be accessed by telephone or Internet.

- a) Telephone. One telephone number provides Participant account access. Multilingual services are available through AT&T Translation Services.
  - b) Internet. [www.oaretirement.com](http://www.oaretirement.com) provides account access to both the Employer and participants in the Plan.
2. For Internet access, Participants will choose a unique user ID and password for additional security. Participants will create a personal identification number (PINs) for Voice Response System only.
  3. Specific information, services, and transactions available for the Plan through Internet and telephone access are determined for each Plan in accordance with the Plan features and administrative services performed by OneAmerica, which may change from time to time.
  4. OneAmerica will attempt in good faith to process all transactions (including investment elections and existing balance transfers) received in good order on a business day before 4:00 p.m. ET (or such earlier time that the New York Stock Exchange closes) prior to the close its business on the date of the request or, if the date of request is not a business day, as of the close its business on the next business day. "Business day" means any day on which the New York Stock Exchange, the American Stock Exchange and the NASDAQ Stock Market are open for trading.
  5. Transaction requests received in good order after 4 p.m. ET or such earlier time the New York Stock Exchange closes will be processed the next business day.
  6. OneAmerica will deliver (electronically, or by mail) confirmations to the Participant for all transactions within 3 business days of the transaction request.
  7. [www.oaretirement.com](http://www.oaretirement.com) systems may be unavailable due to periodic software or system enhancements, due to extreme conditions such as unusually heavy volume, natural disasters or other conditions beyond the control of OneAmerica.
  8. Participants must use these automated systems for all inquiries and transactions summarized by the menu features. Hard copy forms will not be accepted for transactions that may be completed through automated systems, with the exception of certain transactions requested by insiders who are covered under Rule 16b of the Securities Exchange Commission.

### **C. Statements and Reports**

#### **1. Participant Statements**

- a) OneAmerica will distribute Participant statements within a reasonable period of time as may be established by OneAmerica from time to time following the end of the statement period, unless the Plan permits investments that are not valued on a daily basis.
- b) If the Plan permits investments not valued on a daily basis, OneAmerica will distribute Plan-wide Participant statements within 30 days following the end of the statement period.
- c) Participant statements will be sent to the Participant's address on file, and the most recent Participant statement also will be available through [www.oaretirement.com](http://www.oaretirement.com). Alternatively, Participants may elect to receive statements electronically through [www.oaretirement.com](http://www.oaretirement.com).

#### **2. Employer Reports**

- a) Employer allocation reports will be provided within a reasonable period of time as may be established by OneAmerica from time to time following the end of the statement period, unless the Plan permits investments that are not valued on a daily basis. Reports will be available through [www.oaretirement.com](http://www.oaretirement.com).

- b) If the Plan permits investments not valued on a daily basis, Employer allocation reports will be provided within 30 days following the end of the statement period.
- c) To the extent that OneAmerica receives a certified annual trust accounting statement following the end of the Plan year, OneAmerica's only obligation will be to forward that statement to the Employer without review.

### 3. Government Compliance Services

If applicable and if the Employer elects as shown on Appendix B, OneAmerica will prepare Form 990 each year, provided that OneAmerica has received complete information from the Employer and its other service providers involved in preparing the return.

- 4. Unless notified of any discrepancies on reports within 90 days of the report date, reports will be deemed complete and accurate.

## V. FEES

### A. Fee Schedule

As compensation for services outlined in this Agreement, OneAmerica will charge and Employer agrees to pay the fees and charges described in the Fee Disclosure provided by OneAmerica as as further described in **Appendix C**. OneAmerica may unilaterally change fees on 60 days' written notice to the Plan Administrator, following any written guarantee period specified by OneAmerica; provided, however, that OneAmerica may unilaterally change such fees on 60 days' written notice irrespective of the guarantee period if there is a material change in Plan demographics affecting the basis upon which OneAmerica priced its services. A fee increase will not take effect if the Employer gives notice of its intent to terminate this Agreement pursuant to Article VIII during the 60-day notice period and has notified OneAmerica of the Plan's new service provider within 60 days thereafter.

OneAmerica will charge fees against the assets of the applicable Plan unless the Plan Administrator and OneAmerica mutually agree that OneAmerica will invoice the Plan Administrator for OneAmerica's fees. If fees remain unpaid 60 days after the invoice date, the delinquent fees may be charged against the assets of the Plan.

Extraordinary services not specifically enumerated in the Fee Disclosure, will be subject to fee quotation on an individual project basis by contacting your service team.

### B. Errors in Processing Plan Transactions

Despite OneAmerica's best efforts in processing Plan transactions, errors may occur. OneAmerica will make the Plan whole for any losses that may be incurred by the Plan due to OneAmerica's error in processing Plan transactions. With respect to gains caused by OneAmerica's error in processing Plan transactions, OneAmerica will retain such amounts as compensation for its services, including its commitment to make the Plan whole for losses.

## VI. PRIVACY POLICY AND DATA SECURITY

### A. Privacy Policy

OneAmerica's Privacy Policy is maintained and posted on its website, [www.oneamerica.com](http://www.oneamerica.com). OneAmerica's Privacy Policy is subject to change at OneAmerica's sole discretion from time to time, provided that any such changes shall not affect the Parties' obligations under the terms of this Agreement. To the extent any

changes to OneAmerica's Privacy Policy conflict with the terms of this Agreement, the Parties agree that the terms of the Agreement shall control.

#### **B. Non-Disclosure**

OneAmerica shall not disclose "personal information," "personal data" or "personally identifiable financial information" (within the meaning of applicable laws and regulations) to any third parties except in accordance with OneAmerica's privacy policy.

#### **C. Data Security**

OneAmerica shall maintain legally compliant technical and organizational measures to protect the data that it receives, accesses, or processes in connection with the Plan or this Agreement against unauthorized or unlawful use or disclosure of data.

#### **D. Compliance with Applicable Law**

OneAmerica shall comply with all applicable data privacy, data security, and breach notification laws, provided that, for the purpose of such laws, with respect to the data supplied to OneAmerica under this Agreement in connection with the Plan or the Services, Employer or Plan Sponsor, as applicable, shall remain the controller of such data, and OneAmerica's role shall be limited to that of a data processor.

### **VII. MISCELLANEOUS**

#### **A. Term and Modification of Agreement**

The parties may amend or modify the Agreement at any time by mutual written agreement. Notwithstanding the provisions in **Appendix C**, either party may terminate the Agreement at any time by providing written notice of termination to the other party 60 days in advance.

#### **B. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, provided that either party may freely assign this Agreement to any entity that is directly or indirectly (i) in control of, (ii) under the control of, or (iii) under common control with such party; provided, however, that the original contracting party remains liable for the assignee's performance under this Agreement.

#### **C. Section Headings**

Section headings are for reference purposes only and do not affect the interpretation or meaning of this Agreement.

#### **D. Notices**

All notices required or permitted by this Agreement must be in writing and will be deemed to have been given at the earlier of the date when actually delivered to an officer of a party or three business days after being deposited in the United States mail, postage prepaid, at the address of record for the party, unless and until any party notifies the other of an alternative address.

#### **E. Waiver**

Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement or affect any subsequent breach or the effectiveness of this Agreement or any part of this Agreement, or prejudice either party with respect to any subsequent action. To be effective, a waiver must be in writing and signed by the party against whom the waiver is to be enforced.

#### F. Integration

This Agreement, together with its Appendices, constitutes the entire Agreement between the Employer and OneAmerica with respect to this subject matter. There are no legal or equitable restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to the ministerial services described in this Agreement.

#### G. Enforceability

The invalidity or enforceability of any provision hereof will not affect or impair any other provisions.

#### H. Scope of Agreement

If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to the provision's full extent, then the provision will be enforced to the maximum extent permitted by law. The parties consent and agree that the scope may be judicially modified accordingly, and that the whole of those provisions of this Agreement will not fail, but that the scope of those provisions will be curtailed only to the extent necessary to conform to law.

### SIGNATURES

OneAmerica Retirement Services LLC

BY: Robert W. Scheffert

TITLE: VP Client Administration & Operations

DATE: 11/8/24

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Galveston County

BY: [Signature]

TITLE: COUNTY JUDGE

DATE: 11/14/24

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### Appendix A - Covered Plan(s)

Plan Name	Plan Number	Omni Number	Effective Date
The Alternate Plan for Galveston County Employees	971617	971617	1/3/2025
Galveston County Employees' Social Security Replacement Plan	971618	971618	1/3/2025

## Appendix B – Client Services Checklist

### OneAmerica Standard Services Included:

Plan Sponsor Support Services	
Relationship Management and Consulting	<input checked="" type="checkbox"/>
Direct Access to Service Team	<input checked="" type="checkbox"/>
Plan Sponsor Access to View Accounts and Employer Reports	<input checked="" type="checkbox"/>
Recordkeeping Services	
Provide Recordkeeping Services for Participant Accounts	<input checked="" type="checkbox"/>
Process Contribution Awards	<input checked="" type="checkbox"/>
Provide Distribution Processing	<input checked="" type="checkbox"/>
Periodic Fund Changes	<input checked="" type="checkbox"/>
Provide Quarterly and On-Demand Participant Statements	<input checked="" type="checkbox"/>
Participant Support Services	
Provide Participant Enrollment and Education Material	<input checked="" type="checkbox"/>
Provide Toll-free Number Customer Service Support	<input checked="" type="checkbox"/>
Online Enrollment Services	<input checked="" type="checkbox"/>
Provide Online Access to Accounts	<input checked="" type="checkbox"/>
Provide Online Access to Participant Forms	<input checked="" type="checkbox"/>
Display Beneficiary Designation (if provided by plan sponsor)	<input checked="" type="checkbox"/>

### Additional Services:

Government Reporting and Compliance Services	
Prepare Government Reporting Form 990 Filing	<input type="checkbox"/>
Support Services	
Individually Directed Account Administration	<input type="checkbox"/>
Employer Stock Administration	<input type="checkbox"/>
Plan Investment Services and Reporting	
My OneCheck Online	<input type="checkbox"/>
Plan Sponsor Investment Services (PSIR) by OAIAS	<input type="checkbox"/>
PerformancePlus by OAIAS	<input type="checkbox"/>
Investment Model Portfolios	<input type="checkbox"/>

## Appendix C: Fee Guarantee

OneAmerica will charge, and Employer agrees to pay, the fees and charges described in the Fee Disclosure but only provided that:

- a. such provisions in this **Appendix C** are enforced in the event this Agreement is assigned, and
- b. further provided that this Agreement supersedes the provisions of the American United Life Insurance Agreements ("AUL Agreements"), which may be incorporated herein by reference.

The termination fee associated with the AUL Agreements associated with the Plans will be waived so long as the Agreement is not terminated prior to December 31, 2026, unless such termination is for cause whereby cause is defined as a material breach that cannot be cured.

Either party ("the Non-Breaching Party") may terminate this Agreement immediately upon written notice to the other party ("the Breaching Party") if the Breaching Party commits a material breach of this Agreement (which is termination for cause), provided that:

- a. **Notice of Breach.** The Non-Breaching Party shall provide the Breaching Party with a written notice describing the nature of the breach in reasonable detail.
- b. **Cure Period.** The Breaching Party shall have a period of thirty (30) days from receipt of the notice to cure the breach.

If the Breaching Party fails to cure the breach within the cure period, the Non-Breaching Party may terminate this Agreement by providing written notice of termination, effective upon delivery of such notice. Notwithstanding the above, if the breach is of a nature that cannot reasonably be cured within the cure period, or if the breach involves willful misconduct, fraud, or a violation of applicable law, the Non-Breaching Party may terminate this Agreement immediately upon notice, without any obligation to provide a cure period.

**Termination fee:** In consideration of OneAmerica foregoing certain termination/surrender charges under an existing Group Annuity Contract issued by American United Life Insurance Company (an affiliate of OneAmerica) used as a funding vehicle for the Plan, Employer agrees to pay a termination fee to OneAmerica in the event the AUL Stable Value Fund is removed as an investment option under the plan, or this Agreement is terminated without cause, in the amount of \$1,500,000 if such removal or termination occurs on or before December 31, 2025, or in the amount of \$750,000 should such termination occur after January 1, 2026 and on or before December 31, 2026..

This Appendix C is further based upon the following conditions:

- RetirementTrack re-enrollment for all assets with AUL Stable Value
- Mapping of all assets from the individual annuity contracts to the group platform which is fully liquid and portable on December 31, 2026 with no termination fees

## Exhibit A: Fee Schedule for Galveston County

Plan Overview	
Plan Assets: \$120,143,538	Plan Participants: 2,999
Participant Directed: Yes	Loans Available: Yes
Roth Contribution Source: Yes	Unitized Funds: No
Company Stock in Plan: No	Conditionally Accepted Assets: No
Insurance/Annuities: No	Individually Directed Accounts (IDAs) Allowed: No
Plan Implementation	
Account Setup and Data Conversion <sup>1</sup>	Included
Asset Transfer	Included
Implementation Meeting Materials	Included
Administration	Ongoing Fees
Base Recordkeeping Fee	Included
Asset Based Recordkeeping Fee	8.5 basis points
Annual Fixed Fee Per Participant	Included
Quarterly Participant Statements	Included
PlanView – Internet-based reporting application	Included
Extraordinary Services <sup>2</sup>	Quoted
Delivery Charges, Postage and Other Miscellaneous Out-Of-Pocket Expenses	At Cost
Communication/Education	
Enrollment Material (online or bulk mailed upon request)	Included
Employee Meetings	5 on-site meeting days and/or virtual meeting days each year is/are included. OneAmerica may provide additional on-site meetings for \$1,250 per day and virtual meetings for \$750 per day.
Travel Expense for Employee/Participant Meetings	Included
My OneCheck <sup>SM</sup> Online Tool	Included
Investments	
Mutual Funds and Collective Investment Trusts <sup>3</sup>	All payments received from investment funds will be credited (rebated) to the Plan as additional income to participants.
Personalized Retirement Accounts <sup>4</sup>	Not Applicable
Managed Account Services <sup>5</sup>	Not Applicable
Mesirow 3(21) Plan Sponsor Advice <sup>6</sup>	Not Applicable
Mesirow 3(38) Standard	Not Applicable
Legal and Compliance	
Volume Submitter Plan and Trust Document – Initial Setup	Included
Summary Plan Description (SPD)	Included
Summary of Material Modifications (SMM)	Included
Plan Amendments, including Curative/legislative	\$200 per hour
Use of non-Recordkeeper Document	\$1,000 annual
Plan Mergers/Spin-offs	Quoted

Annual Compliance and Discrimination Testing	Included
Interim Compliance and Discrimination Testing	\$200 per hour
Advanced Compliance Work <sup>7</sup>	\$200 per hour, min \$400
Signature Ready Form 5500/Summary Annual Report	Included
<b>Trust &amp; Custody Services</b>	
Annual Trustee/Custodial Fee	Included
Certified Annual Trust Statement	Included
Unitized Fund Fee	Not Applicable
<b>Transactions</b>	
Non-periodic Distributions (includes postage and Form 1099-R)	\$50 per payment
Periodic (Installment) Payments (includes postage and Form 1099-R)	\$5 per payment
Loan Administration	\$150 per loan issued
QDRO Processing	\$400 per QDRO
Overnight Delivery Fee	\$25
<b>Termination/Deconversion<sup>8</sup></b>	
Historical, Indicative Data and Financial	\$1,500 (\$1,800 if plan has loans)
Electronic Files	\$400
Wire Transfers	\$100

*OneAmerica Retirement Services LLC (OneAmerica) will calculate fees quarterly except for transactional fees which may be assessed at the time of the transaction. Asset based fees, unless otherwise noted, are calculated utilizing a daily average balance for the invoice period.*

*Asset Based Recordkeeping Fee assumes the use of AUL Stable Value Fund as the Capital Preservation Option.*

*A portion of the fees collected by OneAmerica and described in this Fee Schedule are used to pay the trustee and/or custodial fees to Matrix Trust Company.*

*\$1.5 M termination fee if AUL Stable Value replaced prior to 12/31/2025; \$750K termination fee if replaced between 01/01/2026 and 12/31/2026.*

<sup>1</sup>*Assumes test and final data is provided electronically by your current provider. Data provided in other formats, if accepted, will be subject to additional processing charges and conversion delays. Employer is responsible for payment of fees assessed by their current provider covering the plan transition.*

<sup>2</sup>*OneAmerica will be entitled to additional compensation for extraordinary services necessary to administer your plan or as required by the plan, your company or regulatory authorities. OneAmerica will work with you to determine the scope of the project and the time estimated to complete the project in advance of performing services requested/required. Your company and/or the plan will be charged at the hourly rate in effect at the time the services are provided plus reasonable out-of-pocket expenses.*

<sup>3</sup>*Payments that OneAmerica expects to receive from investment funds on the plan's behalf are separately disclosed on Exhibit B. Credited (Rebated) payments will be allocated to participant accounts as income as soon as administratively feasible following OneAmerica's receipt of payments from the fund family. The allocation of payments to each participant will be based upon the market value the participant holds in each respective fund making payments on the date of allocation.*

<sup>4</sup>*If you have chosen to offer Personalized Retirement Accounts from Russell Investments Capital LLC ("Russell") to your plan participants, OneAmerica may retain up to .05% of the fees payable to Russell as indirect compensation for OneAmerica's associated administrative services and systems maintenance.*

<sup>5</sup>If you have chosen to offer Managed Account Services from Morningstar Investment Management ("Morningstar") to your plan participants, OneAmerica may retain up to .12% of the fees payable to Morningstar as indirect compensation for OneAmerica's associated administrative services and systems maintenance.

<sup>6</sup>If you have chosen to offer 3(21) Plan Sponsor Advice from Mesirow Financial Investment Management, Inc., OneAmerica may retain up to 50% of the fees payable to Mesirow as indirect compensation for OneAmerica's associated administrative services and systems maintenance.

<sup>7</sup>Examples of Advanced Compliance work include (but are not limited to): Restatements, IRS Filings – Voluntary Correction Program (VCP), Form 5300, etc. (excludes Form 5500), Cross-Testing, Legislative Restatements, Specialized Testing (Benefits, Rights and Features 401(a)(4), Compensation Ratio Testing 414(s), General Test).

<sup>8</sup>OneAmerica reserves the right to charge additional fees upon termination/deconversion to cover the cost of plan deconversion. Examples include re-registration of IDAs, delivery of non-standard assets, transfer of unitizations and custom programming requests.