

S&P Global
Market Intelligence

Change Order #2 to SOW #1

CHANGE ORDER #2 TO SOW #1: Return Streams Reports

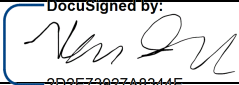
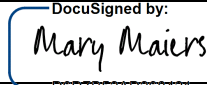
This Change Order #2 (the “**Change Order**”) is entered into and effective as of March 1st, 2024 pursuant to the Statement of Work #1 dated September 29, 2023 (the “**SOW**”) and incorporates by reference all terms and conditions of the Master Services Agreement Markit North America, Inc. (“**S&P**”), and Empower Retirement, LLC (a successor of Great-West Life & Annuity Insurance Company) (“**Customer**”) dated August 25, 2014, as amended. The parties expressly agree that in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Change Order; the Master Services Agreement and SOW; the terms and conditions of this Change Order shall govern and control as to the scope of services described herein. References to “MOD” / “Markit” / “IHS Markit” and “Subscriber” / “Client” (as the case may be in the SOW) shall be read, for the purpose of this Change Order, to mean “S&P” and “Customer” as defined herein.

- 1. Within Exhibit 1 ('IMDM Reporting Platform'), the following modification is made:
 - a. The 'Return Streams' report types are moved from Section 1.2.4 ('Creation & Maintenance of Non-Production Reports') to section 1.2.3 ('Report Design and Development').
- 2. The following language is added to Section 7 ('Service Fee') of the SOW:

The Service Fees for adding the 'Return Streams' report types to production shall consist of a one-time Implementation Services fee of \$16,500, payable on the date those reports are moved to production (to be confirmed in writing, email being sufficient).

In addition, there is an increase to the ongoing Managed Services Hosting Fees of \$2,000 per month, beginning on the date that those reports are moved to production (to be confirmed in writing, email being sufficient).

[Signature page immediately follows]

ACCEPTED MARKIT ON DEMAND INC.	ACCEPTED EMPOWER RETIREMENT, LLC
SIGNATURE <div>DocuSigned by: </div>	SIGNATURE <div>DocuSigned by: </div>
PRINT NAME 2D2E73927A0344E... Renee Spampinato	PRINT NAME D6D7B52AD268421... Mary Maiers
TITLE Head of Fincentric	TITLE Vice President, Investment Operations
DATE OF SIGNATURE 3/9/2024	DATE OF SIGNATURE 3/8/2024

DocuSigned by:

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Certificate Of Completion

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Status: Completed

Subject: PERF 4654 Fincentric_Empower SOW1_Change Order2_ReturnStreams_final.pdf

Plan Number:

Category:

Client Service Representative Email:

Client Service Representative Name:

Social Security Number:

Source Envelope:

Document Pages: 1

Signatures: 3

Envelope Originator:

Certificate Pages: 8

Initials: 0

Jennifer Bernard

AutoNav: Enabled

PO Box 1700

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Denver, CO 80201

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Jennifer.Bernard@empower.com

IP Address: 208.127.105.46

Record Tracking

Status: Original

Holder: Jennifer Bernard

Location: DocuSign

3/7/2024 1:59:28 PM

Jennifer.Bernard@empower.com


Signer Events

Empower Sourcing

sourcing@empower.com

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(None)

Signature

Signature Adoption: Uploaded Signature Image
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Timestamp

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Accepted: 8/21/2023 12:32:05 PM

ID: 0b5a5cf4-5db7-4ba4-b06c-4fca06bd2319

Company Name: Empower Retirement

Mary Maiers

mary.maiers@empower.com

Vice President, Investment Operations

Great-West Life & Annuity Insurance Company

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 137.83.229.58

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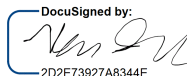
Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Renee Spampinato

renee.spampinato@spglobal.com

Head of Fincentric

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 174.208.226.205
Signed using mobile

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Signed: 3/9/2024 5:20:22 AM

Electronic Record and Signature Disclosure:

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ID: 666be398-4727-4868-990a-3af24326e473

Company Name: Empower Retirement

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/9/2024 4:44:15 AM
Signing Complete	Security Checked	3/9/2024 5:20:22 AM
Completed	Security Checked	3/9/2024 5:20:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York

ELECTRONIC RECORD AND SIGNATURE CONSENT AGREEMENT

The purpose of this Electronic Record and Signature Consent Agreement (“Agreement”) is to formally agree to receive electronically and use an electronic signature on one or more of the document(s) included in the electronic envelope on the DocuSign system (“Document Package”). By accepting this Agreement, you are agreeing that electronic signatures and electronic delivery (*i.e.*, email or posting to a website) are the legal equivalent of an actual physical signature and actual physical delivery, respectively, for purposes of the Document Package.

This Agreement is voluntary. This Agreement is only required if you want to electronically sign and receive the Document Package.

If you do not want to electronically sign and receive the Document Package, do not check the ‘I agree to use electronic records and signatures’ box. If you do not want to electronically sign the Document Package, contact Empower for a standard PDF file that you can print and execute with wet signatures and return via regular mail. If you have any problems accessing PDF documents, contact Empower to discuss alternative arrangements. Note that even if you agree to electronically sign the Document Package, in the future after receiving an electronic document package, you will be able to choose whether or not to electronically sign that document or ask for another version to sign.

Please confirm your acceptance by checking the ‘I agree to use electronic records and signatures’ box. By checking this box, you acknowledge that you have carefully and thoroughly read the information below, you can access this information electronically to your satisfaction, and you agree to these terms and conditions:

1. Definitions:

The words “you” and “your” mean the account owner of the account.

“Empower” and the words “we,” “our,” and “us” mean Empower Annuity Insurance Company of America and its affiliates, successors, and assigns, including but not limited to Empower Life & Annuity Insurance Company of New York, Empower Funds, Inc., Empower Trust Company, LLC, Empower Capital Management, LLC, Empower Advisory Group, LLC, and Empower Financial Services, Inc. as applicable.

2. **Scope of this Agreement:**

This Agreement only applies to the electronic signatures and electronic delivery of the Document Package. This Agreement does not apply to any situation by law or otherwise that requires you to provide written notice or document to us, which must be done on paper unless we provide instruction to you how to deliver the item to us electronically. We may, in our sole discretion, choose to provide you with any document on paper, even if you have authorized electronic delivery.

3. **Electronic Signatures:**

By accepting this Agreement, you consent to use electronic signatures for the Document Package, and you agree that electronic signatures shall be deemed to be legally equivalent to actual physical signatures. The electronic signature process will be facilitated through DocuSign, Inc., which is separate company retained by us to facilitate this service, but has no other affiliation with Empower. One or more electronic documents will be included in an electronic envelope on the DocuSign system and a link to the envelope will be e-mailed to you. These electronic documents may include but are not limited to service and account agreements between you and us, along with transaction forms and other documents related to your account with us.

4. **Authentication and Qualified Security Procedures:**

The electronic signature process through DocuSign provides authentication through the use of a digital audit trail. Generally, “authentication” refers to the act of attributing an electronic signature to the individual that signed the document, and determining that the document has not been changed since its execution.

In order to electronically sign the Document Package, you will need to access a unique link sent to your email address that you provided to us. After signing the Document Package, we will receive a court-admissible "Certificate of Completion." This "Certificate of Completion" contains a digital audit trail of the transaction, including the signer names, authentication history, digital signatures, email addresses, signer IP addresses, chain of custody (i.e., sent, viewed, signed, etc.), trusted timestamps, geolocation capture of the signer (if provided), and completion status. By accepting this Agreement, you agree that these authentication and qualified security procedures are commercially reasonable.

5. **Electronic Delivery:**

By accepting this Agreement, you agree the electronic delivery of the Document Package emailed to you, is the legal equivalent of actual physical delivery, such as delivery by the United States Postal Service or hand-delivery, whether or not you actually see or view the Document Package. For purposes of this agreement, unless we receive actual notice of a delivery failure, we shall be deemed to have conclusively delivered the Document Package to you when we attach and send the document(s) to the email address that you provided to us.

6. **Updating Your Email Address and Other Contact Information:**

It is your responsibility to provide us with accurate and complete e-mail address and other contact information. You agree to maintain and promptly update any changes in this information.

7. **Withdrawing Your Consent:**

We will ask for your consent each time we present an envelope of electronic documents to you.

Once you give your consent for that envelope, you cannot withdraw it for that envelope but you can still choose not to sign any or all electronic documents included in that envelope. In addition, before you execute an electronic signature in DocuSign, the DocuSign system allows you to exit the electronic signing process. You should inform us that you no longer want to electronically sign and then receive the document(s) in another manner by emailing Empower directly with your request.

8. **Requesting Paper Copies:**

At any time, you may request from us a paper copy of any record that we provided or made available electronically to you. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session. If you elect to create a DocuSign signer account, you may access them for a limited period of time, typically 30 days after such documents are first sent to you.

Additionally, subject to our document retention procedures, you may contact us and request another electronic or paper copy of the Document Package. If you wish for us to send you paper copies of any such documents, you will be charged a \$0.00 per-page fee.

You may request a paper copy of the Document Package by contacting Empower directly with your request.

9. **Required Hardware and Software:**

Operating Systems:	Windows XP, Windows Vista®, Windows® 7, Windows® 8 or higher; Mac OS® X or higher
Browsers:	Final release versions of Internet Explorer® 9.0 or above (Windows only); Mozilla Firefox 35 or above (Windows and Mac); Safari™ 7.0 or above (Mac only), Chrome 40 or above
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	1024 x 768 minimum
Enabled Security Settings:	Allow per session cookies; Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change before the Document Package is fully executed, you will be asked to re-accept this Agreement. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

10. **DocuSign**

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We have entered into an agreement with DocuSign, Inc. ("DocuSign") to make their electronic system available to facilitate your receipt and electronic signature of the Document Package. Your use of the DocuSign system is subject to the terms and conditions of DocuSign's system. We are not responsible for the DocuSign system and we disclaim any representations and all warranties regarding the DocuSign system.

11. **Acknowledgement and Consent:**

To confirm to us that you can access this information electronically, please verify that you were able to read this Agreement and that you also were able to: print on paper or electronically save for your future reference and access, or that you were able to e-mail to an address where you will be able to print on paper or save it for your future reference and access. By checking the 'I agree to use electronic records and signatures' box, I confirm that:

- I meet the required hardware and software requirements listed above;
- I can access and read this Agreement;
- I can print on paper the Document Package or save or send the Document Package to a place where I can print it for future reference and access;
- I have read this Agreement and agree to be bound by its terms and conditions.

12. **Contacting Empower**

Please contact us to let us know of changes as to how we may contact you electronically, to request paper copies of certain information to us, and to withdraw your consent to receive the Document Package:

To contact us by e-mail: retirementsolutionservice@empower.com

To contact us by phone: 866-317-6586

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michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New York