

S&P Global
Market Intelligence

Change Order #1 to SOW #1

CHANGE ORDER #1 TO SOW #1:

This Change Order #1 (the "**Change Order**") is entered into and effective as of December 1, 2023 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. The existing Section 7 (Service Fee) of the SOW is hereby deleted and replaced by the following:

The Service Fees for the work enumerated in this SOW shall consist of a one-time Implementation Services fee of \$710,000, which is due in the following intervals:

- \$187,500 (approximately 26.4%) payable on the completion of Phase 1 and delivery of the detailed implementation plan, or on September 30 2023, whichever is first; and
- \$375,000 (approximately 52.8%) payable upon completion of Phase 2 and in-scope deliverables set out in Exhibit 1, or on December 15 2023, whichever is first; and
- \$147,500 (approximately 20.8%) payable on the Customized Solution Acceptance Date.

In addition, there is a Managed Services Hosting Fee of \$24,000 per month, commencing on September 30, 2023. The Managed Services fee will increase to full rate of \$48,000 per month commencing December 15, 2023 for the duration of the Initial Term.

After the conclusion of the Initial Term, the Managed Services hosting fee shall automatically, and without further notice, increase upon the renewal term of this SOW and annually thereafter by four percent (4%). For any other fee increases, S&P will provide Customer with at least ninety (90) days prior written notice.

Customer shall pay S&P for any reimbursable expenses incurred by S&P that have been agreed to in advance between the parties within thirty (30) days of the date of the relevant invoice from S&P.

2. Within the existing Exhibit 1 (IMDM Reporting Platform), the existing section 1.2.1 (Data Design and Architecture) is hereby modified as follows:
 - a. The following language is added:
 - Data provided by Empower to MOD, and by MOD to Empower, will be encrypted. MOD will build processes to decrypt files sent by Empower, and will build processes to encrypt files that will be sent to Empower.
 - b. The following language is removed:

Subject to confirmation from our Content Acquisitions and Data Solutions teams, some 3rd party vendor data sets can be sourced directly by MOD rather than provided by Empower. Empower will have and will provide written confirmation of all necessary licensing in place with the data vendors, but MOD will source the data for use within the Customized Solution. Initial production and construction will include a selection of roughly 25 data sets from Morningstar. MOD will also set up, maintain, and integrate into the Solution new feeds containing Empower fund data from FactSet and State Street Bank. Additional data sets may be sourced directly by MOD in the future, subject to Amendment to this SOW. Conditions for the 3rd party integrations are listed below; changes to these conditions may impact scope, cost, and completion timelines. Empower has all necessary 3rd party entitlements & agreements in place and that 3rd party vendors are in agreement for MOD to access and display this data for the provision of the Services to Empower, or grant credentialed access to this data for the purpose of displaying it as set out in this SOW

- 3rd party vendor can provide multiple staged environments for the data (i.e. Development, UAT/Acceptance, Production)
- universe of securities does not need to be filtered, reduced or modified in any way
- validation & testing of data quality is out of scope
- no downstream data points are derived from calculations performed on the raw data
- no additional files need to be integrated as reference data to appropriately identify securities
- files provided to MOD are identical to the historical files provided to Prudential Retirement
- no new data points will be utilized that were not utilized by Prudential Retirement

[Signature page immediately follows]

S&P Global
Market Intelligence

Change Order #1 to SOW #1

ACCEPTED MARKIT ON DEMAND INC.	ACCEPTED EMPOWER RETIREMENT, LLC
SIGNATURE <div>DocuSigned by: <i>Renee Spampinato</i> 2D2E73927A6344E...</div>	SIGNATURE <div>DocuSigned by: <i>Michael Freker</i> C83D63C3E41D4D0...</div>
PRINT NAME Renee Spampinato	PRINT NAME Michael Freker
TITLE Head of Fincentric	TITLE Vice President
DATE OF SIGNATURE 11/30/2023	DATE OF SIGNATURE 11/30/2023

DocuSigned by:

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CW160312

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

Certificate Of Completion

Envelope Id: FC35B174DF0B45CC9A23963F3D5155AF

Status: Completed

Subject: PERF 3946 Fincentric_Empower SOW1_Change Order 2023.11.29 final version.pdf

Plan Number:

Category:

Client Service Representative Email:

Client Service Representative Name:

Social Security Number:

Source Envelope:

Document Pages: 2

Signatures: 3

Envelope Originator:

Certificate Pages: 8

Initials: 0

Jennifer Bernard

AutoNav: Enabled

PO Box 1700

Envelopeld Stamping: Enabled

Denver, CO 80201

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Jennifer.Bernard@empower.com

IP Address: 137.83.229.56

Record Tracking

Status: Original

Holder: Jennifer Bernard

Location: DocuSign

11/30/2023 12:16:23 PM

Jennifer.Bernard@empower.com

Signer Events

Empower Sourcing

sourcing@empower.com

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(None)**Signature**DocuSigned by:

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Signature Adoption: Uploaded Signature Image

Using IP Address: 137.83.229.56

Timestamp

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Viewed: 11/30/2023 12:20:10 PM

Signed: 11/30/2023 12:20:32 PM

Electronic Record and Signature Disclosure:

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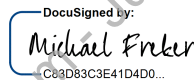
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Company Name: Empower Retirement

Michael Freker

michael.freker@empower.com

Vice President

Security Level: Email, Account Authentication
(None)DocuSigned by:

C08D83C3E41D4D0...

Signature Adoption: Pre-selected Style

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Viewed: 11/30/2023 12:38:24 PM

Signed: 11/30/2023 12:41:39 PM

Electronic Record and Signature Disclosure:

Accepted: 11/30/2023 2:19:50 PM

ID: da8cecd0-634d-47bb-a372-2c8707b2060e

Company Name: Empower Retirement

Renee Spampinato

renee.spampinato@spglobal.com

Head of Fincentric

Security Level: Email, Account Authentication
(None)DocuSigned by:

2D2E73927A8344E...

Signature Adoption: Pre-selected Style

Using IP Address: 174.16.101.38

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Viewed: 11/30/2023 5:15:51 PM

Signed: 11/30/2023 5:18:41 PM

Electronic Record and Signature Disclosure:

Accepted: 9/28/2023 12:35:40 PM

ID: bf63ff63-8213-41cc-bbf0-42a58a44a006

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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Signing Complete	Security Checked	11/30/2023 5:18:41 PM
Completed	Security Checked	11/30/2023 5:18:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM
 Michael 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