

CONTRACT 26-019-HR BETWEEN INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION dba MISSIONSQUARE RETIREMENT
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 28TH day of April, 2026, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and International City Management Association Retirement Corporation dba MissionSquare Retirement, licensed to do business in the State of Illinois, located at 777 North Capitol Street NE, Suite 600-TAX, Washington, DC 20002-4240 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 26-019-HR for its Department of Human Resources, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.b Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.c County Purchase Order
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Exhibits
- 1.1.h Instructions to Bidders
- 1.1.i Project Information

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a three (3) year period beginning on July 8, 2026, and continuing through July 7, 2029.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed five (5) years.

3.0 TERMINATION

3.1 The COUNTY reserves the right to terminate the whole or any part of this Contract upon:

- a) 120-days' written notice without cause;

- b) 30-days' written notice if the COUNTY fails to appropriate funds to enable continued payment under the terms of the Contract;
- c) 60-days' written notice for any reason, or for no reason at all, if such termination is approved by the County Board no later than 180 days after a new County Board is seated subsequent to any election; and/or
- d) 30-days' written notice due to failure by the Contractor to carry out any obligation, term, or condition of this Contract.

Notwithstanding the 30-day, 60-day and 120-day notice requirements above, in the event of Contractor's insolvency, bankruptcy or receivership, at the COUNTY's option, the COUNTY may immediately cancel this Contract. Any cancellation will be effective upon receipt of notice by Contractor.

- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

Valerie Calvente

PRINTED NAME

Chief Procurement Officer

PRINTED TITLE

DATE

By: _____

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

MissionSquare Retirement Proposal regarding the County of DuPage Terms & Conditions

To the extent the County of DuPage ("County") requires its Section 3 - General Conditions; Section 4 - Special Conditions; Section 5 - Insurance Requirements; and Section 11 - Sample Standard Contract (together, "Standard Terms") to be used to formalize a contract between the parties, MissionSquare Retirement would like to propose using certain provisions of MissionSquare's Administrative Services Agreement in administering the County's plan, including, for instance, a provision appointing MissionSquare as the nondiscretionary retirement plan administrator, as was done in the existing 2019 Administrative Services Agreement between MissionSquare and the County. Please see the sample Administrative Services Agreement in the **Appendix** (substantially similar to the existing 2019 Administrative Services Agreement for the County's 457(b) plan) for additional language specific to the delivery of retirement plan administrative services that could be incorporated into the final agreement with the County. Please note, however, the following clarifications regarding the Standard Terms.

Generally: To the extent the obligations of the Standard Terms extend to subcontractors, MissionSquare understands "subcontractor" (or an equivalent term) to mean a third-party vendor MissionSquare retains to provide custom services unique to the County.

Section 3 - General Conditions

Generally: To the extent the obligations of the Standard Terms extend to subcontractors, MissionSquare understands "subcontractor" (or an equivalent term) to mean a third-party vendor MissionSquare retains to provide custom services unique to the County.

Section 7. Confidential Information and County Property: Consistent with regulatory obligations to maintain and produce records, MissionSquare may be required by a court, regulatory body or agency to maintain or release information regarding our services without prior notification to our clients.

Section 17. Law Governing: MissionSquare conducts its business affairs in accordance with all applicable laws. In administering retirement plans, MissionSquare has knowledge of, and administers plans in accordance with, the federal laws and regulations governing the governmental retirement plans and investment options we make available, and we work with our many Illinois clients to comply with applicable Illinois state and local laws, statutes, ordinances, rules and regulations regarding the governmental retirement plans and investment options MissionSquare makes available.

Section 18. Venue: MissionSquare proposes that venue shall be proper in both the state and federal courts with jurisdiction for DuPage County, Illinois.

Section 4 - Special Conditions

Section 5. Cancellation: All termination provisions impact our pricing formula and may trigger withdrawal restrictions or other consequences in certain investment options, such as the MissionSquare PLUS Fund. MissionSquare proposes at least a 60-day notice of termination to allow for a reasonable transfer to a successor provider.

Section 7. Property Furnished to Contractor by County of DuPage: Consistent with regulatory obligations to maintain and produce records, MissionSquare may be required by a court, regulatory body or agency to maintain or release information regarding our services without prior notification to our clients.

Section 5 - Insurance Requirements

MissionSquare can provide 30 days' notice of cancellation except for cancellation for non-payment, which would be provided upon 10 days' notice. MissionSquare understands the obligations for subconsultants to maintain insurance pursuant to the County's requirements shall only apply to those subcontractors (and other third parties) MissionSquare retains to provide custom services unique to the County.

Section 11 - Sample Standard Contract

Section 1.0. Contract Documents: As MissionSquare's response to the Request for Qualifications will address our specific capabilities, MissionSquare proposes that the order of precedence after the finalized contract shall be: (a) Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing); (b) Specifications (including any addenda, interpretations and approved exceptions); (c) County Purchase Order; (d) General Conditions; (e) Special Conditions; (f) Insurance/Bonding Requirements and Certificates; (g) Exhibits; (h) Instructions to Bidders; (i) Project Information.

Section 3.0. Termination: All termination provisions impact our pricing formula and may trigger withdrawal restrictions or other consequences in certain investment options, such as the MissionSquare PLUS Fund. MissionSquare proposes at least a 60-day notice of termination to allow for a reasonable transfer to a successor provider.

Section 5.0. Amendments: MissionSquare proposes that only material terms of the contract would be required to be modified only by written agreement of the parties. MissionSquare further proposes that enhancements may be made to MissionSquare's administrative services and operations under the Agreement without written consent and modifications to non-material terms may be made upon 60 days' notice with no written consent required.

Section 8.0. Governing Law: MissionSquare proposes that venue shall be proper in both the state and federal courts with jurisdiction for DuPage County, Illinois.

ADMINISTRATIVE SERVICES AGREEMENT

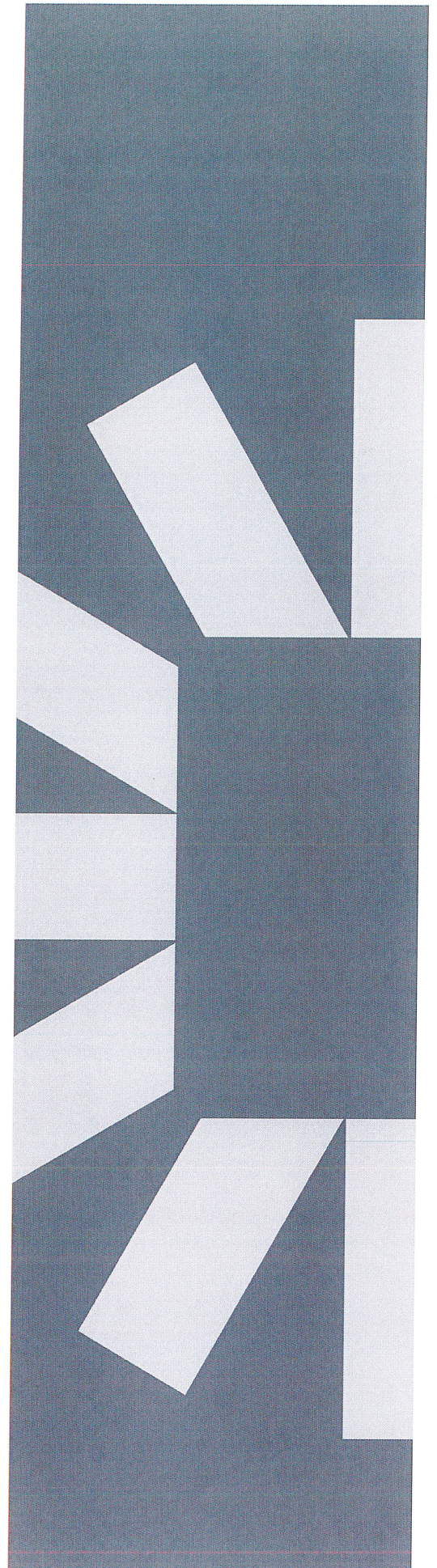
for

DuPage County

Type: **457**

Account #: **301785**

MissionSquare
RETIREMENT



ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made effective as of, (please enter date) July 1, 2026, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **DuPage County** ("Employer"), an **Entity** organized and existing under the laws of the State of **Illinois** with an office at **421 N. County Farm Road, Wheaton, Illinois 60187**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.044%**.
- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.044%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 7(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account (an unallocated plan account, which may also be known as a "plan level expense account") described in section 7(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 7(a) above in excess of the Revenue Requirement specified in subsection 7(b) above, if any, shall be held in an Administrative Allowance Account (that is maintained as a Plan asset by

MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the Plan. If Employer makes such a determination, Employer will direct MissionSquare in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 7(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.

- (e) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-**

Party Investment Options. Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party investment options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure document for the individual mutual fund and referenced in the MissionSquare Disclosures.

- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts

unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in **R10** shares of MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that do not trade via NSCC or (b) chooses to implement investment options that are not mutual funds.

8. Responsibility

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than those of MissionSquare and its officers, agents, employees, and subcontractors in connection with the administration or operation of the Plan.

9. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **three (3) years** from that date. This Agreement will be renewed for a maximum of two (2) additional one year renewal periods only upon written agreement of the parties. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare

retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification. The foregoing permission shall not apply to material terms specific to Employer, such as Compensation & Payment, Term and the general scope of services
- (c) The parties agree that service enhancements or fee reductions may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

11. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon

transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

12. Complete Agreement

This Agreement and those documents listed in Section 1.0 of the County's Sample Contract, subject to the clarifications provided by MissionSquare in response to the request for proposals, shall together constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement and the aforementioned documents supersede all written and oral agreements, communications or negotiations among the parties, with this Agreement being first in the order of precedence where the terms and conditions of the documents conflict. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Titles

The headings of Sections of this Agreement and the headings for each of the attached Exhibits are for convenience only and do not define or limit the contents thereof.

14. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Illinois**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Exhibits attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

DUPAGE COUNTY

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services - MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.
- (q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)