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**NON-DISCRETIONARY INVESTMENT ADVISORY AGREEMENT**

**Freedom Pro/Freedom Pro+ Program**

**Name of Plan:** Woodbury County

**Plan Number:** 0023385001

**Name of Employer/Plan Sponsor:** Woodbury County

This Non-Discretionary Investment Advisory Agreement and all appendices attached and incorporated by reference (collectively, the "Agreement") is offered through the Freedom Pro and Freedom Pro+ programs ("Program" or "Programs") available on the Nationwide Retirement Solutions, Inc. ("Nationwide" or "Record-keeper") recordkeeping platform. The Agreement sets forth the terms and conditions necessary for Creative Planning, LLC ("CP") to provide specific services to the above-referenced Employer/Plan Sponsor (the "Sponsor") (hereinafter, the three signatory parties shall be referred to collectively as the "Parties" and individually as "Party") and the participant-directed defined contribution retirement plan described in the Retirement Plan Client Profile contained in Appendix A (the "Plan"). To the extent the provisions contained in the Agreement are inconsistent with those contained in the Plan Sponsor Advisory Services Work Order (defined below), the terms and provisions contained herein shall control, except as explicitly stated otherwise. Otherwise, such provisions shall be considered cumulative.

This Agreement is made effective as of the date it is signed by the Sponsor on behalf of the Plan (the "Effective Date").

**Whereas**, CP is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Act"), and is qualified to serve as a non-discretionary investment advisor;

**Whereas**, CP owes a duty of undivided loyalty to its clients and acts as a fiduciary under the Act with respect to the provision of non-discretionary investment advisory services under this Agreement and discharges its duties prudently and solely in the interest of the Plan's participants and beneficiaries;

**Whereas**, Sponsor maintains the Plan, which is qualified under section 401(a), 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended (the "Code");

**Whereas**, the undersigned Plan representative is the responsible Plan fiduciary and has the authority to cause the Plan to enter into arrangements for necessary services for the operation, investment and/or administration of the Plan, including without limitation, the services contemplated in this Agreement;

**Whereas**, CP has entered into an agreement with Nationwide ("Plan Sponsor Advisory Services Work Order") to make CP's non-discretionary investment advisory services available to those plans that Nationwide record keeps and for which Sponsor has adopted the Program;

**Whereas**, in connection with the Plan Sponsor Advisory Services Work Order, Nationwide has agreed to facilitate CP's non-discretionary investment advisory services by providing certain administrative services as described in this Agreement;

**Whereas**, in providing those administrative services, the Parties understand and agree that Nationwide is not acting as a fiduciary under the Act, or state fiduciary law;

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## 1. Services

### 1.1. CP's Services. CP agrees to provide the investment advisory services set forth below.

1.1.1 **Non-Discretionary Investment Advisor Services.** Sponsor hereby appoints CP to serve as a fiduciary to the Plan under the Act and to furnish non-discretionary investment advice which appointment CP hereby accepts. CP shall perform the following services to the Plan and will act as a fiduciary in good faith and with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances:

- (a) Establishing and maintaining an approved list of investment alternatives from the Record-keeper's available will describe the investment processes CP uses to determine the necessary investment categories for the Plan's investment menu, to determine the investment alternatives for the Approved List (as defined in this Section 1), and to remove or add investment alternatives to the Approved List, as necessary. If Sponsor at any time fails to maintain an IPS with investment process provisions that are substantially similar to those included in the attached Appendix B, Sponsor hereby agrees that the provisions of Appendix B describing CP's investment processes will be incorporated by reference into the Plan's IPS. If the terms of the Plan documents, including any existing IPS document, are inconsistent with the services hereunder, Sponsor agrees to amend the Plan documents accordingly;
- (b) Providing a sample Investment Policy Statement ("IPS") for consideration and review by the Sponsor that universe of investment alternatives ("Approved List") for Sponsor's use as the Plan's investment lineup ("Lineup"). Sponsor acknowledges and agrees that the investment alternatives used in the Approved List are limited to the investment categories and investment alternatives available to the Plan through the Record-keeper, and that CP has no authority or control over the universe of investment alternatives accessible to the Plan through the Record-keeper;
- (c) Identifying investment alternatives on the Approved List that may serve as the Plan's default investment alternative if applicable. Sponsor acknowledges and agrees that CP has no fiduciary oversight or responsibility for any investment alternative under the Plan that is not on the Approved List;
- (d) As further described in Section 1.3, on-going monitoring of the investment alternatives on the Approved List as well as the removal and replacement of investment alternatives from the Approved List from time to time, as necessary, but no less than on a quarterly basis, utilizing qualitative and quantitative analysis in accordance with the Plan's IPS;
- (e) Modifying, in its discretion as an investment fiduciary, the Approved List as well as the recommended investment alternatives for use in the Plan's Lineup. Any such changes will be reflected in the Approved List and any related updates, which will be provided to Sponsor on a timely basis;
- (f) Recommending a replacement investment alternative when an investment alternative in the Plan's Lineup is removed from the Approved List. Any replacement investment alternative that is recommended to the Lineup will also be from the Approved List.

1.1.2. **CP's Non-Fiduciary Services.** CP may also provide the following ministerial or administrative services to the Plan that are not considered to be provided in a fiduciary capacity:

- (a) Preparation and delivery of reports to the Sponsor no later than 45 calendar days, or as soon as administratively feasible, following each calendar quarter end that include:
- o Portfolio holdings
  - o Quarterly Investment summaries
  - o Quarterly Investment actions
  - o Supplementary Investment-related educational information

CP may provide other reports or administrative services to the Plan as necessary or requested from time to time as agreed to by the Parties.

1.1.3 **Limitations on Services.** Sponsor acknowledges that in providing the above services, CP:

- a) Shall provide services only with respect to the Plan's investment menu and shall not: (i) serve as a Plan Custodian;
- (ii) provide advice or recommendations with respect to the Plan's choice of third party administrator, Record-keeper or other service provider; (iii) assume the duties of a trustee of the Plan or administrator), or
- (iv) exercise any discretionary investment authority over Plan assets or be responsible for the implementation of any investment advice.
- b) Shall have no authority or responsibility to provide services with respect to voting proxies for securities held by the Plan or take other action related to the exercise of shareholder rights regarding such securities, including prospectus delivery.
- c) Shall have no authority or discretion to: (i) interpret the Plan documents; (ii) handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action with respect to the management or administration of the Plan.
- d) Shall not, and cannot, provide legal or tax advice to Sponsor and/or the Plan (or any Plan participant or beneficiary), and Sponsor agrees to seek the advice of its own legal and/or tax adviser, as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including the Code.
- e) Shall only be responsible as co-fiduciary to the Plan for evaluating and monitoring the Plan's Lineup to the extent that it includes investment alternatives from the Approved List that have been selected by the Sponsor on behalf of the Plan; it shall not be responsible for providing any investment advice (including but not limited to making any recommendations to retain or remove) with respect to any investment alternatives under the Plan that are not approved investment alternatives from the Approved List.
- f) Shall not have any responsibilities or potential liabilities in connection with any other investments or investment decisions made under the Plan (e.g., employer securities, unallocated accounts, mutual fund windows, self-directed brokerage accounts, etc.). Shall not have any fiduciary oversight or any related responsibility with respect to forfeiture accounts, suspense accounts, or any other accounts under the Plan with unallocated monies.
- g) Shall not be responsible or liable for the recommendation of, or services rendered by, anyone else ("other provider") as a result of such services or the other provider's compliance with applicable laws, including, without limitation, the Code, with respect to such services.

**1.2. Nationwide's Administrative Services and Sponsor Authorization.** Nationwide's role is to make CP's services available to Sponsor solely in connection with the Programs, as applicable, which it offers to plans to which it provides recordkeeping services, and to provide ongoing administrative support, as specifically outlined in the Plan Sponsor Advisory Services Work Order, related to documentation created by CP as part of CP's services under this Agreement, including sharing of Plan level data as appropriate. Sponsor authorizes Nationwide to provide CP with access to Plan information that Nationwide has, including, but not limited to, the investment options available under the Plan ("Plan Related Information"). Sponsor acknowledges that Nationwide will have no liability or responsibility for CP's use or disclosure of Plan Related Information. CP agrees to keep Plan Related Information confidential and to only use such information to provide its services under this Agreement. The Parties acknowledge and agree that Plan Related Information shall not include participant level information.

**1.2.1. Limitations on Nationwide's Administrative Services.** Sponsor and CP acknowledge that Nationwide:

- (a) Shall not review and shall not be responsible, nor shall it be held liable for, the content or accuracy of any materials created solely by CP and made available to Sponsor by Nationwide;
- (b) Is solely responsible for performing the administrative services stated herein and has no responsibility for the selection of and/or performance of CP's services under this Agreement;
- (c) Is offering access to CP's services under this Agreement solely as a feature of the Programs on its retirement platform, but that Sponsor has the sole responsibility and authority to engage CP on behalf of the Plan to perform CP's services;
- (d) Nationwide is acting solely as directed by Sponsor to effectuate the services CP is performing under this Agreement and does not intend to be acting, nor is it acting, as a fiduciary or in a fiduciary capacity under the Adviser Act, or state fiduciary law;
- (e) Has no affiliation with, and is independent from, CP; further, the Parties acknowledge that Nationwide and CP are independent contractors and that this Agreement is not intended to create, nor shall it be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Nationwide and CP; and
- (f) Does not make any representations or warranties regarding the appropriateness for the Plan of the services CP provides under this Agreement.

**1.3. Process for Modifications to the Approved List.** In the event that an investment alternative on the Plan's Lineup is removed from the Approved List, CP will issue a written notice directly to the Sponsor, outlining its reasons for removal of the investment alternative and the actions or approvals required by Sponsor. CP, in its written notice, will identify and recommend a replacement investment alternative from the Approved List.

Upon receipt of CP's written notice, Sponsor will have the following options:

- a) Affirmatively notify and authorize Record-keeper to make the replacement of the investment alternative as recommended by CP.
- b) Object to CP's recommendation and affirmatively notify Record-keeper to keep the investment alternative recommended for removal by CP, understanding that CP will have no fiduciary oversight or responsibility for the investment alternative that is not on the Approved List.

~~In the event that Sponsor does not accept any of CP's recommendations and the Plan's Lineup~~  
contains no Investments from the Approved List, then CP shall have no fiduciary oversight or responsibility for the Plan's Lineup and this Agreement shall terminate in accordance with Section 11 of this Agreement unless otherwise agreed to in writing by the parties.

- c) Take no action to object to CP's recommendation to add, delete or replace one or more investment alternatives by the stated time frame under CP's written notice.

In the event that Sponsor takes no action and accepts CP's recommendations under this Section 1.3(c), then Sponsor's acceptance shall be deemed to authorize Record-keeper to make the addition, deletion, or replacement of the investment alternative as recommended by CP without requiring further or additional Sponsor authorization.

- d) Sponsor continues to retain absolute discretion and responsibility for determining the Plan's investment lineup and determining what action, if any, to take with respect to any analysis, report, or recommendation that CP may provide; or
- e) Terminate the services provided for under this Agreement, as outlined in the Termination section.

If Sponsor affirmatively approves implementation of the replacement of the investment alternative under Section 1.3(a) (Option 1), then Sponsor must notify Nationwide in writing, using Nationwide prescribed forms, of Sponsor's selection. Nationwide will implement the changes within the timeframes as soon as administratively feasible.

If Sponsor objects to the recommended change in investment option on the Approved List under Section 1.3(b) (Option 2), then Sponsor must notify Nationwide in writing, using Nationwide prescribed forms, of Sponsor's objection.

If Sponsor elects the termination option under Section 1.3(e) above (Option 5), then Sponsor will provide notice to CP as set forth in the Termination section below and the service will terminate as outlined therein. In the event of termination, the investment options in effect on the date of termination will remain in place unless and until the Sponsor directs Nationwide otherwise.

Sponsor has the exclusive discretion, authority, and obligation to decide upon (and decide whether to reject) any removal of an investment option from the Plan's Lineup. Sponsor makes the final determination as to which available investment options on the Approved List it wishes to choose for its Lineup, and has the sole responsibility to determine whether a change is in the best interests of the Plan and its participants. Nationwide does not have the discretion, authority, control, or responsibility with respect to those decisions made in connection with the Plan.

In the event an investment option is to be removed from the Approved List due to a change or event initiated by a mutual fund company, including but not limited to, a merger, liquidation or closure and in which (1) one or more Plan participants have currently allocated money in that fund, or (2) that fund has been specifically elected by a participant in the Plan for future allocations, Creative Planning will provide a new investment option to be added to the Approved List for the plan to consider for addition to the plan lineup.

## 2. Fees

### 2.1. Amount

In consideration of CP's services provided under this Agreement, Nationwide shall pay to CP a two (2) basis-point asset-based fee (the "Fee"). The amount of compensation paid to CP will not change based upon any particular fund recommended by CP whether affiliated with Nationwide or not, and CP's Fee will not be applicable to assets held in investment options not covered by the services CP provides under this Agreement. CP does not and will not receive any other compensation or fee for performing its services under this Agreement and CP does not charge a fee for the termination of the services under this Agreement.

Sponsor acknowledges that the Plan may incur other levels of fees and expenses, including but not limited to investment-related expenses imposed by other service providers and mutual fund managers not affiliated with CP or Nationwide, as well as other fees and expenses charged by the Plan's custodian, third party administrator, and/or Record-keeper. Neither CP nor Nationwide makes any representations or warranties relating to any costs or expenses associated with services provided to Sponsor or the Plan by any third parties. Sponsor further acknowledges that the Fee charged by CP for the services are in addition to any brokerage, custodial and/or other fees that may be charged to Sponsor by other service providers to the Plan.

Nationwide acknowledges that it will notify Plan Sponsor of any changes to the Fee amount.

## 2.2. Calculation and Payment of CP Fee

The Fee amount will be based on the total assets of all plans enrolled in the service that are held in an investment on the Approved List and will be calculated based on the average of the quarter's month-end balances using the total market value of participant assets on the last Business Day of the relevant period of service under the Agreement. For the purposes of this Agreement, "Business Day" shall be defined as a day on which the Record-keeper and the New York Stock Exchange are both open for business.

CP acknowledges that it may only be compensated for services to the Plan under the terms of this Agreement, and that CP and/or its associated persons will not also be compensated for such non-advisory services under any other selling agreement. CP acknowledges that it is solely responsible for ensuring no such compensation for non-advisory services is received.

## 2.3. Nationwide Service Fees

Nationwide has no affiliation with CP and receives no additional compensation in connection with the services described in this Agreement, including on termination of this Agreement.

The Parties acknowledge and agree that Nationwide is compensated for the recordkeeping services it provides to the Plan, as described in the Administrative Services Agreement, disclosure schedule and/or on the plan sponsor website under the fee disclosure information. Nationwide provides separately any disclosures required of it with respect to Plan designated investment options and/or any investment or annuity contract, fund or entity in which the Plan has a direct equity investment.

Nationwide and its affiliates offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. *Options proprietary to Nationwide or its affiliates may be included by CP for recommendation as part of the Approved List.* Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options on the Approved List. For more detail about the payments Nationwide receives, please visit [www.nrsforu.com](http://www.nrsforu.com).

## 3. Custody of Assets and other Services

Neither CP nor any of its affiliates shall provide services to the Plan other than as set forth herein. In furtherance of the foregoing, custody of all Plan assets will be maintained with a third-party custodian selected by Sponsor, and Plan recordkeeping shall be provided by Record-keeper. Neither CP nor any of its affiliates will have custody of any Plan assets. Sponsor will be solely responsible for paying all fees or charges of the Record-keeper. CP does not make any recommendations with respect to the custody of assets, record-keepers or other Plan service providers. Neither CP nor any of its affiliates shall have any liability with respect to custodial arrangements or the acts, conduct, or omissions of the custodian.

## 4. Non-Exclusivity

Sponsor understands that CP and its affiliates may perform among other things, retirement plan consulting, retirement plan fiduciary consulting, retirement plan design consulting, plan administration, and portfolio management.

services for other clients. Sponsor recognizes that CP or any of its affiliates may also give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Sponsor) that may differ from advice given, or in the timing and nature of action taken, with respect to Sponsor. Nothing in this Agreement shall be deemed to impose on CP, or any of its affiliates, any obligation to advise Sponsor with respect to the Plan, including the services provided by CP under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients; provided, however, that the investment theory, philosophy, and policies CP applies as the non-discretionary investment advisor in regard to the Sponsor are generally consistent with the corresponding investment theory, philosophy, and policies applied by CP for clients other than Sponsor for which it acts as a non-discretionary investment advisor. Sponsor further understands that the persons employed by CP to provide services to the Plan and the Sponsor in connection with the performance of CP's duties under this Agreement will not devote their full time to providing those services. Nothing in this Agreement will be deemed to limit or restrict the right of CP to engage in and devote time and attention to other businesses or to render services as an investment adviser, employee, officer, director, or trustee of other funds or investment companies.

#### 5. Valuation

CP may rely, without independent verification, upon valuation of assets as provided by Sponsor or the Record-keeper of the Plan's assets. In all events, Sponsor acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

#### 6. Representations and Warranties of Sponsor

Sponsor represents and warrants as follows:

- (a) Sponsor is solely responsible for determining whether or not to enter into any arrangement(s) in connection with the Plan (including this Agreement) that are deemed by Sponsor to be necessary for the management and operation of the Plan and for determining whether or not any such arrangement(s) are reasonable and appropriate with respect to compensation paid for and conflicts of interest(s) arising in connection with the services and/or products provided; Sponsor is not relying on any advice or recommendations by CP, except as provided in accordance with Section 1 above, or Nationwide in making such decisions.
- (b) This Agreement is binding on the Sponsor and does not violate any prior obligation or agreement.
- (c) The individual signing this Agreement and any appendices hereto on behalf of Sponsor is a named fiduciary on the Plan and is also authorized to sign on behalf of the Sponsor in its corporate capacity.
- (d) Sponsor shall be solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, the Code, including Sponsor's obligation to obtain and maintain for the period of this Agreement a bond in the requisite amount and otherwise satisfying the applicable requirements and fiduciary liability insurance sufficient to cover Sponsor's liability obligations to CP in the event of Sponsor's breach of its fiduciary obligations.
- (e) Sponsor warrants that it shall comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- (f) Sponsor represents that it shall be solely responsible for monitoring whether any class action lawsuits have been filed pertaining to investment recommendations, investment purchases, or investment sales, in determining whether the Plan is eligible to participate and whether it is in the best interest of the Plan to participate in such class action.
- (g) Sponsor authorizes CP to deliver documents and communicate with Plan and Plan participants or beneficiaries through the use of electronic communication including electronic mail. CP shall not be

~~responsible for prospectus delivery and/or determining whether the use of such electronic communication~~  
including electronic mail complies with the applicable requirements of the Code. Sponsor shall be responsible for determining whether the use of such electronic communication including electronic mail complies with the applicable requirements of the Code.

- (h) The individual signing this Agreement and any appendices thereto on behalf of the Sponsor represents that he/she: (i) is independent of and unrelated to CP or Nationwide, or any of their respective affiliates; (ii) is the named fiduciary or an authorized delegate thereof with respect to the control or management of the assets of the Plan; (iii) has the power and authority to appoint investment advisers under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties; and (iv) is authorized to sign on behalf of the Sponsor in its corporate capacity.
- (i) Sponsor agrees to promptly provide CP with any amendments to the Plan's governing documents that are reasonably expected to alter or affect CP in the performance of services under this Agreement in accordance with Section 12.5 hereunder. Sponsor will not provide CP with any information that is misleading or incomplete and CP may rely upon this representation if it disseminates such information on behalf of the Sponsor to any third parties. If CP determines that it is unable to provide any or all of the services, it shall terminate this Agreement pursuant to Section 11 of this Agreement. Such termination shall have no impact on the Administrative Services Agreement between Sponsor and Nationwide. Should CP terminate this Agreement, then the Plan will continue its participation in the Program, as applicable, and Sponsor shall be wholly responsible for oversight and modification of the Plan's lineup.
- (j) Sponsor acknowledges that before this Agreement was entered into, CP provided to Sponsor information regarding services, compensation, fiduciary obligations and conflicts of interest, and Sponsor acknowledges that it received such information sufficiently in advance of entering into this Agreement to make an informed decision to engage CP. All such information is included in this Agreement, in the Appendices hereto and CP's Form ADV Part 2 which is hereby made part of this Agreement. Sponsor has reviewed and considered the contents of the Agreement and has determined the services to be rendered hereunder (i) to be necessary for the operation of the Plan; and (ii) to be reasonable and appropriate based upon the compensation to be paid for the services.
- (k) Sponsor acknowledges that investments fluctuate in value and the value of investments when sold may be more or less than when purchased, and that past investment performance does not necessarily guarantee any level of future investment performance.
- (l) Sponsor shall cooperate fully with CP and Nationwide in each party's provision of their respective services hereunder. In furtherance of the foregoing, Sponsor shall authorize the Record-keeper to provide CP such information or data regarding the Plan and the Plan's assets (and earnings or losses thereon) that CP reasonably requests in connection with the services provided under this Agreement.
- (m) If Sponsor has engaged another provider to serve as a financial professional or consultant (the "Financial Consultant") on behalf of the Plan, any investment-related services provided by such Financial Consultant, including but not limited to participant-level services or share class recommendations given to Sponsor, will be consistent with the services provided under this Agreement by each Party, and will be provided in compliance with applicable law. Sponsor acknowledges that neither CP nor Nationwide shall be responsible for any actions outside the scope of their respective services under this Agreement, including but not limited to any investment decisions made by Sponsor or participants based on recommendations provided by such Financial Consultant.
- (n) An unsigned copy of this Agreement was provided reasonably in advance of the date of Sponsor's



~~entering into this Agreement. Sponsor further acknowledges delivery and receipt of CP's Form ADV Part 2~~

In accordance with the Act and CP's Privacy Policy Notice in accordance with the Gramm-Leach-Bliley Act of 1999, and further represents that it will undertake to review these disclosure documents which concern information concerning among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, fee structure, and potential conflicts of interest by CP.

- (o) Sponsor shall notify CP and Nationwide in the event that Sponsor has any reason to believe that a potential or actual legal action or claim may exist against CP and/or any of its employees or agents arising out of or in connection with this Agreement; and
- (p) The foregoing acknowledgments, representations, warranties and agreements are continuing and are understood to be relied upon by CP and Nationwide; and Sponsor shall promptly notify each party in writing in the event that any of the foregoing acknowledgments, representations, warranties or agreements are, or are anticipated to be, no longer true.

## 7. Representations and Warranties of CP

CP represent and warrants as follows:

- (a) CP is registered as an investment adviser under the Act, and to the extent applicable, any other jurisdiction in which CP is required to be registered in order to perform its obligations under this Agreement. CP will maintain all applicable registrations throughout the duration of this Agreement.
- (b) CP is a limited liability company duly organized, validly existing and in good standing under the laws of Kansas. CP has the power and authority to enter into and perform this Agreement, and the person executing this Agreement on its behalf has the requisite authority to bind CP.
- (c) CP's entry into this Agreement does not violate any prior obligation or agreement of CP.
- (d) CP will obtain and/or maintain any authorizations, permits, certifications, licenses, filings, registrations, approvals or consents, which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- (e) CP will disclose to Sponsor any material change to the information regarding services, compensation and conflicts of interest within 60 days from the date on which CP acquires knowledge of the material change.
- (f) CP will disclose relevant information related to this Agreement that is requested by Sponsor in order to assist with Sponsor's applicable reporting and disclosure requirements.
- (g) CP will receive the compensation described in Section 2 only, and does not receive any compensation from any third party in connection with the services it provides under this Agreement.

- (h) CP agrees to comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.
- (i) CP has complied with and will comply with all regulations, filings, registrations, approvals, authorizations, consents or examinations required by applicable law of the United States Securities and Exchange Commission, the United States Department of Labor, the United States Internal Revenue Service or any other government or governmental authority having jurisdiction over its activities or for the performance of the acts contemplated by this Agreement.
- (j) CP has the full legal right to provide all services under this Agreement, and represents and warrants that there is no claim, litigation, or proceeding pending or threatened against CP with respect to such services alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any person or alleging products liability.
- (k) CP shall not cause the Plan to engage in any activity with a person that is known by CP to be or who has been identified by the Sponsor as a "disqualified person" as that term is defined under Section 4975(e) of the Code, that would constitute a prohibited transaction under Section 4975 of the Code with respect to the Plan, unless such transaction is subject to a statutory or administrative exemption.
- (l) CP shall promptly notify the Sponsor and Nationwide in the event that CP has any reason to believe that a potential or actual legal action or claim may exist against the Plan, the Sponsor, any subsidiary or any affiliate of the Sponsor or Nationwide, or any officer, director, employee or agent thereof, arising out of or in connection with the performance of this Agreement.
- (m) The foregoing acknowledgments, representations, warranties and agreement are continuing and are understood to be relied upon by the Sponsor and Nationwide, and CP shall promptly notify the Sponsor and Nationwide in writing in the event that any of the foregoing acknowledgments, representations, warranties or agreements are, or are anticipated to be, no longer true.

## 8. Standard of Care; Indemnity; Data Disclosure

8.1. **Standard of Care.** The sole standard of care imposed on CP in performing the services hereunder is to act with the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; provided, however, that nothing in this Agreement shall be deemed to limit any responsibility that CP may have to Sponsor to the extent such limitation would be inconsistent with applicable laws, including securities laws.

### 8.2. Indemnification

- (a) To the maximum extent allowed by law, each party (the "Indemnitor") will indemnify, defend and hold harmless the other parties and their respective directors, officers, employees and agents (the "Indemnitees"), from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with the Indemnitor's (i) breach of its obligations under this Agreement or (ii) breach of any fiduciary obligation to the Plan. Notwithstanding the foregoing sentence, a party shall not be required to indemnify, defend or hold any other party harmless to the extent that the Claim arose as a result of that other party's acts or omissions. The Indemnitor's obligation to indemnify and defend hereunder will be contingent on the Indemnitee(s): (i) promptly notifying the Indemnitor in writing of the claim; (ii) allowing the Indemnitor to control, and reasonably cooperating with Indemnitor in, the defense thereof and any related settlement negotiations;

~~and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without indemnitor's prior~~  
written agreement. The Indemnity obligations as described in this paragraph shall survive termination of this Agreement.

8.3. **Data Disclosure** CP will use reasonable efforts to ensure that the data, analysis, opinion, and other information it provides in connection with the services rendered hereunder are correct. Although gathered from sources believed to be reliable, Sponsor acknowledges that CP cannot guarantee the accuracy of the data or information received by Sponsor or third parties used to provide its services. The completeness and timeliness of all data and information used to provide its services is dependent upon the sources of such data and information, which are outside of CP's control.

## 9. Limitation of Liability

The following limitations of Liability shall be applicable:

9.1. **Limitation on Types of Damages** Except as otherwise provided by law, in no event will any party be liable to the other for any punitive, incidental, consequential, special, or similar damages, even if advised of the possibility of such damages.

Nothing in this Agreement is intended to or shall waive any rights to which the Plan Sponsor is specifically entitled under the securities laws of the United States or under applicable state law.

## 10. Confidentiality

10.1. **Confidential Information** The Parties acknowledge that in the course of their dealings hereunder, each may acquire information about the other, its business activities and operations, its technical information and its trade secrets, all of which are proprietary and confidential (the "Confidential Information"). All Parties agree that (i) all Confidential Information including, without limitation, the terms of this Agreement remains the exclusive property of the disclosing party; (ii) it shall maintain, and shall use prudent efforts to cause its employees and agents to maintain (and not to otherwise copy, publish, disclose or use other than as contemplated under this Agreement) the confidentiality and secrecy of the disclosing party's Confidential Information; and (iii) it shall return or destroy all copies of the disclosing party's Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent that it: (i) is or becomes part of the public domain through no act or omission of the receiving party; (ii) is disclosed to third parties by the disclosing party without restriction on such third parties; (iii) is in the receiving party's possession without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is released from confidential treatment by written consent of the disclosing party.

10.2. **Legally Required Disclosure by CP** shall promptly provide prior notice to the Sponsor and Nationwide (except where such prior notice is prohibited by law) before it discloses any information relating to the Agreement that would be Confidential Information except that the disclosure is required by law, regulation or other binding authority including, without limitation, requirements under the Securities and Exchange Act of 1934, and the Investment Advisors Act of 1940. In the event that CP is requested (by oral questions, interrogatories, subpoena duces tecum or similar process) to disclose any information that would be Confidential Information except for the requirement to disclose, CP shall provide the Sponsor and Nationwide with prompt notice of such request. In the event that CP discloses information that would otherwise be Confidential Information without prior notice to the Sponsor or to Nationwide (because such disclosure is required by law and prior notification thereof is prohibited by law), CP shall notify the Sponsor and Nationwide concerning such disclosure as soon as practicable and permissible by law.

10.3. **Intellectual Property/Legally Required Disclosure by Sponsor** CP retains sole and exclusive ownership over all specifications, drawings, sketches, models, samples, tools, apparatus, software, programs, technology,

~~designs, processes, formulas, and inventions (the "Intellectual Property"), as set forth in part in Appendix B, and such~~ Intellectual Property shall be considered to be proprietary. The Sponsor agrees to treat such information as Confidential Information and shall not disclose such information to a third party without prior notice to and the written consent of CP unless such disclosure is required by law, regulation or other binding authority including, without limitation the Securities Exchange Act of 1934, and the Investment Advisers Act of 1940. In the event that the Sponsor is requested (by oral questions, interrogatories, subpoena duces tecum or similar process) to disclose any such information, the Sponsor shall provide CP with prompt notice of such request. In the event that the Sponsor discloses such information without prior notice to CP (because such disclosure is required by law and prior notification thereof to CP is prohibited by law), the Sponsor shall notify CP concerning such disclosure as soon as practicable and permissible by law.

10.4. **Publicity** Except to the extent required by applicable law, CP shall not publish or otherwise distribute, without the Sponsor's prior written consent, any advertising, press release or promotional or publicity material wherein the name, symbol, trademark or service mark of the Sponsor is mentioned, or language from which the connection of said name, symbol, trademark or service mark therewith may be inferred or implied. CP shall cease any and all usage of such name, symbol, trademark or service mark of the Sponsor immediately upon termination of the Agreement.

## 11. Termination

This Agreement shall remain in effect from the Effective Date until terminated by either Sponsor or CP upon written notice to the other, with copy to Nationwide. Such notice may be given at any time and will be effective upon receipt by the non-terminating party so long as the notice has been manually signed by the terminating party. Such termination will not, however, affect the liabilities or obligations of the Parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of Sections 8, 10, and 12.8) shall survive any expiration or termination of this Agreement. Upon termination, CP will have no further obligation under this Agreement to act or advise Sponsor with respect to services except as agreed to by the Parties at the time of termination. This Agreement will terminate automatically upon (i) the termination of the Plan Sponsor Advisory Services Work Order between CP and Nationwide, (ii) the termination of the Administrative Services Agreement between Sponsor and Nationwide under which Nationwide provides certain recordkeeping and administrative services to the Plan.

**12. General Provisions**

12.1. **Assignability** This Agreement is not assignable by any Party without the prior written consent of the other parties.

12.2. **Effect** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and permitted assigns.

12.3. **Modification** The Agreement may be modified, including without limitation the services to be provided by CP, the Fees payable by Nationwide under this Agreement, or the services provided by Nationwide under this Agreement by mutual written agreement between CP, Sponsor, and Nationwide.

CP may propose to increase or otherwise change the Fees charged, to change the services it provides or to otherwise modify this Agreement by giving Sponsor at least sixty (60) days' advance notice of the proposed change. The notice shall be given in the manner described in Section 12.5 below. The notice will: (i) explain the proposed modification of the Fees, services or other provisions; (ii) fully disclose any resulting changes in the Fees to be charged as a result of any proposed change in the services or other changes to this Agreement; (iii) identify the effective date of the change; (iv) explain Sponsor's right to reject the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Sponsor will be deemed to have consented to the proposed change(s).

If Nationwide or Sponsor rejects any change to this Agreement proposed by CP, CP shall not be authorized to make the proposed change. In that event Sponsor shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by CP) to locate a service provider in place and instead of CP. If at the end of such additional sixty (60) day period (or such additional time period as agreed by CP), the parties have not reached agreement, this Agreement shall automatically terminate.

12.4. **Severability** If any one or more of the provisions of this Agreement (other than the provisions of Section 7) shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

12.5. **Notices** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if: (i) delivered personally; (ii) mailed by registered or certified mail, return receipt requested and postage prepaid; (iii) sent via a nationally recognized overnight courier service; (iv) sent via facsimile; or (v) sent by email to:

~~If to Creative Planning:~~ ~~Creative Planning, LLC~~  
630 Dundee Rd. Ste. 200  
Northbrook, IL 60062  
Facsimile: (847) 715-3320  
ATTN: Ramesh Poola

If to Sponsor: To the address set out on the signature page or such other address or facsimile as any party shall have designated by notice in writing to the other party. All notices shall be deemed to have been given or made when delivered by hand or courier, or when sent by facsimile or email, or if mailed, on the third Business Day after being so mailed.

If to Nationwide: AVP Managed Accounts & Investment Products  
Personal and Confidential  
Nationwide Retirement Solutions  
One Nationwide Plaza, 03-07-402  
Columbus, OH 43215

12.6. **Headings** All headings used herein are for ease of reference only and shall not be deemed part of this Agreement and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

12.7. **Entire Understanding** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.

12.8. **Applicable Law; Forum** This Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio, without reference to conflict of law principles, unless preempted by federal law.

12.9. **Waiver or Limitation** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Sponsor or the Plan or any other party may have under federal or state securities laws.

12.10. **No Third Party Beneficiaries** This Agreement is solely between and among the Parties hereto and not for the benefit of any third party. No third party shall have any rights, duties, claims or obligation of any kind under this Agreement.

12.11. **Gender and Number** Unless the context of any Agreement provision or attachment hereto clearly indicates to the contrary, the masculine includes the feminine, the singular includes the plural, and the plural includes the singular.

12.12. **Construction** This Agreement was drafted by the Parties and reviewed by counsel for each, and shall not be construed against any one Party.

12.13. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart.

12.14. **Contractual Waiver** The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

12.15. **Costs of Enforcement** In any action brought by one Party against an other Party to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover all reasonable attorney's fees and costs of the action.

~~12.16. Injunctive Relief~~ Each Party acknowledges that the other Parties' legal remedies (including the payment of damages) would not adequately compensate the breaching party for any other's breach of this Agreement regarding ownership, use, copying distribution, confidentiality, or nondisclosure of CP's services, the Intellectual Property, the Confidential Information, and that it would suffer continuing irreparable injury as a direct result of such breach. Therefore, in the event of any such breach or threatened breach, the non-breaching party or parties may seek entry of any injunctive relief necessary to prevent or cure such breach (including temporary and preliminary relief, and relief by order of specific performance) without posting a bond or other security or proof of irreparable harm.

**12.17. Relationship Between the Parties; Independent Contractors** None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. None of the Parties, nor any of their respective directors, officers, employees or agents shall be construed to be the employee, agent, or representative of the other. This Agreement shall not be deemed to be a joint venture relationship. As independent parties, the Parties maintain separate and independent management. As between the Parties, each has full, complete, absolute and sole authority and responsibility regarding its own operations, and neither shall have any direction or control over the manner in which the other performs its obligations.

**12.18. Impossibility of Performance** No Party shall be deemed to be in violation of this Agreement if such party is delayed in performing or prevented from performing any of its obligations hereunder for any reason beyond its reasonable control including, without limitation, nationalization, strikes, expropriation, devaluation, seizure or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition, or enforcement by any such governmental authority of currency restrictions, exchange controls, levies, or other charges affecting the Plan; or the breakdown, failure, or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection, or revolution; or natural disasters, acts of God, act of a foreign enemy, statutory or other laws, regulations, rules or orders of federal, state, or local government, or any agency thereof.

**12.19. Successor Laws** Any reference in this Agreement to a section of the Code, or other applicable law, or to any regulations or administrative pronouncements thereunder, shall be deemed to include a reference to any modifications or amendments thereof, and any successor provision of the Code, or other applicable law, or any successor regulations or administrative pronouncements thereunder.

**12.20. Authorized Parties** The Sponsor may appoint or designate any person to act on its behalf concerning this Agreement and its operation as it deems appropriate. Sponsor shall furnish to CP and Nationwide a copy of any such appointment or designation and, until written notice of such changes are received by CP or Nationwide in accordance with Section 12.5 or grant of power is in compliance with 12.5 of this Agreement, CP or Nationwide, as applicable, may conclusively rely upon the authority of such persons to act notwithstanding anything to the contrary contained in this Agreement. Neither CP nor Nationwide shall have an obligation or duty to ascertain or determine whether such appointment, designation, or grant of power is in compliance with applicable state or federal law.

13. Plan Sponsor Direction for Plan Implementation

The Sponsor by accepting and acknowledging this Agreement represents that performance of the Agreement is within the scope of the activities authorized by the Plan and applicable laws and that he or she is duly authorized to negotiate, enter into, and renew this Agreement on behalf of the Plan.

Each Party represents to the others that the person executing this Agreement on its behalf is duly authorized and empowered to execute this Agreement.

CP, Nationwide, and Sponsor each hereby agree with the provisions set forth in this Agreement, including all Appendices, and the verification set forth above.

The Parties have executed this Agreement as of 12/17, 2024 the Effective Date.  
(Date: MM/DD) (YY)

Sponsor

Plan Sponsor Signature:

[Signature]

Plan Sponsor Printed Name:

Matthew Uy

Plan Sponsor Title:

Chairman

Plan Sponsor Address:

620 Douglas St. Rm 701

(Street)

Sioux City IA 51101

(City)

(State/Zip)

Plan Sponsor Email:

melissa.thomas@woodburycounty.iowa.gov

Creative Planning, LLC Representative Signature:

[Signature]

CP Representative Printed Name:

Ramesh Poola

CP Representative Title:

Chief Investment Officer, Fiduciary Services

Nationwide Retirement Solutions, Inc. Representative Signature:

[Signature]

Nationwide Representative Printed Name:

Harold Schafer

Nationwide Representative Title

Vice President, Retirement Solutions