

PROXY SERVICES AGREEMENT

This Agreement (this “Agreement”) is made as of the date specified on the signature page hereto (the “Effective Date”), between the client specified on Annex A (the “Client”), and Egan-Jones Ratings Company, a Delaware corporation with an address at 61 Station Road, Haverford, PA 19041 (“EJR”).

WHEREAS, the Client has requested that EJER provide proxy services as set forth herein; and

WHEREAS, EJER in the business of providing proxy vote recommendations, research and analysis and proxy voting services (collectively, the “Services”).

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Engagement. Upon and subject to the terms and conditions of this Agreement, the Client hereby engages EJER to provide the Services indicated on the signature page hereto. Client hereby grants EJER such authority as may be reasonably necessary to perform the Services. EJER hereby accepts such appointment and agrees to perform the Services in accordance with the terms and conditions of this Agreement.

2. Services. (a) EJER agrees to devote so much of its time and attention as it, in its sole and absolute discretion, deems reasonably necessary for the Services, provided EJER shall perform the Services with the standard of care, skill and diligence customary in the industry for similar services. EJER reserves the right, in its sole and absolute discretion and without incurring any liability to the Client, to refuse to provide any Services to the Client, provided EJER shall provide notice of any such refusal as soon as reasonably practicable. The Services are non-exclusive. The scope of the Services (and any related policies and procedures) set forth below may be modified from time to time upon written notice from EJER to Client. EJER shall be excused from performance of any Services in the event of governmental, regulatory or legislative actions or change in law which prohibit or materially adversely impact the ability of EJER to provide such Services and in the case of acts of God, fire, earthquake, flood, tornado, hurricane, war, riot, terrorist attack, strike or any similar events which are beyond EJER’s reasonable control, for so long as such conditions persist. The standard of care imposed upon EJER for performing services under this agreement is set forth in KRS 161.430 and Client shares will be voted solely in the best interest of the membership using only pecuniary factors and not to further any nonpecuniary interest. EJER hereby acknowledges that it is a fiduciary and shall abide by the standard of care imposed upon EJER by KRS 161.430. EJER hereby acknowledges that no funds of Client, including fees paid to EJER were used to pay fees and commissions to placement agents in adherence to KRS 161.430 (6).

(b) In connection with Services, the Client is responsible for providing written notification to EJER of all public company issuers about which the Client requests Services in such manner and format as EJER shall reasonably prescribe from time to time. EJER shall have no obligation to confirm the accuracy or completeness of any such notification.

(c) If Proxy Research Services are to be provided hereunder (as indicated on the signature page hereto):

EJER agrees to produce a report for each such issuer about which it has been properly notified, setting forth a voting recommendation for each proposal in the agenda for such issuer’s shareholder meeting and containing such other information and assessments, if any, as EJER may in its discretion choose to include. EJER shall use commercially reasonable efforts to publish each such report a reasonable period of time prior to the applicable voting date, provided the Client has provided EJER with 30 calendar days’ notice of such related issuer. EJER agrees to notify the Client upon the publication of any applicable report and provide

access to a web-based interface for the Client to review such reports. Access and use of any web-based system shall be pursuant to such terms and conditions as may be specified from time to time by EJR. The Client has the right to notify EJR of any suspected errors in such report and EJR agrees to use commercially reasonable efforts to review such report to correct any error, provided any decision to update or modify a report shall be at EJR's sole and absolute discretion.

(d) If Proxy Voting Services are to be provided hereunder (as indicated on the signature page hereto):

The Client shall be responsible for providing proper notice to its custodians or other third parties in order to delegate and transfer voting authority to EJR. EJR agrees to work with the Client to register its accounts for electronic voting by EJR. The Client shall select the applicable voting guidelines pursuant to which votes shall be transmitted by EJR. The Client may change the applicable voting guidelines by providing written notice to EJR. With respect to any vote, the Client may override the otherwise determined vote by providing written notice to EJR in such form and manner as EJR may from time to time prescribe. The Client acknowledges and agrees that the Client shall solely be responsible for any determination or assessment as to which voting guidelines to adopt and EJR shall have no obligation to make any inquiry into any such determination communicated by the Client. The Client hereby grants EJR power and authority to vote on its behalf or on behalf of its accounts in accordance with the terms of this Agreement.

EJR agrees that it shall timely vote proxies in accordance with the Client's selected voting guidelines and transmit the voted proxies to the issuer. EJR will use commercially reasonable efforts to comply with any properly received override instructions but can provide no assurance that such vote can be changed once such vote has been submitted to the issuer. EJR shall record how each proxy was voted for the Client and maintain proxy voting records for the Client, which voting records shall be made available to the Client upon written request.

(e) If specified on the signature page hereto, EJR agrees to perform such other Services for Client on such terms and conditions as may be agreed between the parties.

(f) EJR agrees to make personnel available during normal business hours to assist with such inquiries and questions as Client may reasonably request.

3. Fees. The Client agrees to pay an annual fee for the Service as set forth as the "Annual Fee" on the signature page hereto (the "Annual Fee"). The Annual Fee shall be subject to increase in connection with any overage charges specified on the signature page hereto. The Annual Fee shall be payable for each annual period and shall be due upon receipt of the invoice therefor. The Annual Fee with respect to any Term after the initial Term may be modified upon written notice from EJR to Client at least 30 days prior to the commencement of any renewal period. Upon expiration or termination of this Agreement, a pro rata portion of the Annual Fee based upon the remaining period in the Term for which such Annual Fee had been prepaid shall promptly be paid to Client.

4. Confidentiality and Nondisclosure. The terms of Annex B are hereby incorporated by reference. The Client acknowledges and agrees that any proxy voting recommendations, research, analysis or other materials provided to Client by EJR as part of the Services shall constitute "Confidential Information" for purposes of this Agreement.

EJR hereby certifies that it has not and will not pay or cause to be paid any money, fees, political contributions or other things of value to any third party as a result of or in relation to investment counseling services provided to Client without Client's informed written consent. EJR hereby certifies that it has not and will not accept any money, fees or other things of value from any third party as a result of or in relation to services provided to Client without Client's informed written consent. In addition, EJR

agrees to act as a fiduciary to Client in regard to any payments, fees or other things of value nevertheless received from a third party in relation to providing services to Client, unless the EJR's acceptance and retention of such item was disclosed fully to and approved by Client in writing. EJR agrees to exercise independent professional judgment, without conflict of interest, in providing services to Client. EJR shall acknowledge its adherence with this section and the Client's Conflict of Interest and Confidentiality Policy by executing the Client's External Service Provider Conflict of Interest Statement. The Client Conflict of Interest and Confidentiality Policy and External Service Provider Conflict of Interest Statement are attached hereto and incorporated herein as Annex C. EJR hereby certifies that EJR is legally entitled to enter into the subject contract with Client and certifies that EJR is not and will not be violating any conflict of interest statute (KRS 121.056 or any other applicable statute) or principle by the performance of this contract. The EJR shall not engage directly or indirectly in any financial or other transaction with a trustee or employee of Client that would violate the Executive Branch Ethics law as set forth in KRS Chapter 11A. Further, the EJR certifies that neither the firm, nor its employees, knowingly have violated any of the Executive Branch Ethics or campaign finance laws of the commonwealth, and the award of a contract to the firm will not violate any of the Executive Branch Ethics or campaign finance laws of the commonwealth or the Client's Conflict of Interest and Confidentiality Policy.

5. Term; Termination. This Agreement shall commence on the Effective Date and shall continue for a one-year period from that date, thereafter renewing automatically for successive one (1) year periods unless either party provides the other party written notice of non-renewal at least sixty (60) days prior to the end of the then current period (such period or extended period, the "Term"). Either party may terminate this Agreement upon 30 days' prior written notice to the other party. Notwithstanding the foregoing, Sections 3 and 4 shall survive the termination hereof.

6. Client Undertakings. The Client acknowledges and agrees that it shall not publish or cause to be published any press release or similarly-distributed media announcements which reference the Services provided by EJR, without EJR's prior written consent, not to be unreasonably withheld or delayed. During the term of this Agreement and for a period of one year following its expiration or termination, the Client agrees that it will not directly solicit, employ or otherwise engage any of EJR's employees who were principally involved in providing the Services, provided this section does not prohibit employment resulting from advertising made in the Client's ordinary course of business or contact initiated by employees of EJR in the absence of solicitation. The Client represents and warrants that (a) neither the Client nor any of its subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of OFAC Sanctions, and (c) to the best of the Client's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Client is the subject of OFAC Sanctions. For the purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of the Client. The Client agrees to promptly notify EJR if the representations and warranties in this paragraph are no longer accurate

7. Miscellaneous.

(a) Any notice or other communication under this Agreement shall be in writing (including via electronic mail) and shall be considered given (i) when delivered personally or sent via electronic mail (provided, that, the sender of any such notice or communication has received evidence of successful delivery of such electronic mail or has not received an automated error message in respect thereof), (ii) one business day after being sent by overnight courier for next business day delivery, or (iii) five days after being mailed by registered air mail, to the parties at their respective addresses (or such address as either party may from time to time notify the other party as provided herein). The address for each party shall be as set forth on the signature page hereto in respect of EJR and on Annex A in respect of the Client.

(b) Neither this Agreement nor any interaction of the parties contemplated under this Agreement shall be deemed or construed to create any partnership, joint venture or agency relationship between the parties. Except as otherwise provided herein, neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent or otherwise.

(c) This Agreement can not be altered, amended, changed, waived, or modified in any respect unless the same shall be in writing and signed by the parties. No waiver of any provision shall be construed as a waiver of any other provision. The failure of either party at any time to enforce any provisions of this Agreement or to require performance by the other party of any provisions hereof shall in no way be construed to be a waiver of this Agreement or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

(d) If any one or more of the provisions contained in this Agreement, or the application thereof in any circumstance, shall be held invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provision or provisions held invalid, illegal, or unenforceable shall substantially impair the benefits of the remaining provisions of this Agreement. The parties further agree to replace such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal, or unenforceable provision. The section headings contained herein are for convenience purposes only and are not intended to define or limit the contents of said sections.

(e) This Agreement shall inure to the benefit of and shall be binding upon EJR and Client and their respective successors and permitted assigns and, except as set forth in Section 6 with respect to the EJR Indemnitees (who are intended third party beneficiaries thereof), and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto, any legal or equitable rights hereunder. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that an assignment (i) to a parent or subsidiary of such party, (ii) to an acquirer of all or substantially all of the assets of such party, or (iii) to a surviving entity in connection with a reorganization or merger shall not be deemed an assignment for the purpose of this Agreement. Any purported assignment of this Agreement in violation hereof shall be void *ab initio*.

(f) The laws of the Commonwealth of Kentucky (without giving effect to principles of conflicts of law) shall govern this Agreement. The parties acknowledge and agree that the state courts located in the Commonwealth of Kentucky shall have exclusive jurisdiction with regard to any claim, action, suit or proceeding arising out of or otherwise relating to this Agreement and venue shall lie in the Franklin Circuit Court located in Franklin County, Kentucky. **EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(g) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one instrument. This Agreement represents the complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

**Teachers' Retirement System of the State of
Kentucky**

Name of Client

By: 

Name: Tom Siderewicz
Title: Chief Investment Officer

EGAN-JONES RATINGS COMPANY

By: 

Name: Eric Mandelbaum
Title: Deputy General Counsel

Date: June 28, 2023

Service and Fees:

- ☒ Proxy Research – Base fee \$ 20,000 annually
Up to 2,500 reports annually, overage rate of \$ 15 per report
- ☒ Proxy Voting – Base fee \$ 3,000 annually
Up to 4,000 ballots annually, overage rate of \$ 0.55 per ballot

Semi-Custom Guideline Add On:

- ☒ **Wealth** – N/A
- ☐ SRI/ESG – N/A or \$ _____ annually
- ☐ Catholic – N/A or \$ _____ annually
- ☐ Taft Hartley – N/A or \$ _____ annually
- ☒ ProxyWriter Platform \$ 2,000 annually
- ☒ Service and support \$ 1,000 annually
- ☒ Redistribution Rights \$ 1,000 annually
- ☐ Research Preview \$ _____ annually
- ☒ Other Services \$ 2,500 annually (modification/maintenance of Wealth)

Other Service Details: Phase in as early as possible with July 1 to July 1 renewal term.

_____ In the event EJR conducts seminars, training sessions or similar events which are generally made available to EJR's clients receiving similar services, Client shall be invited to attend upon

the same terms and conditions as such other clients. If EJR offers to pay the cost of such events and/or expenses incurred by the clients in such events, EJR shall pay for such expenses by Client on the same basis as EJR pays for its other clients.

Total “Annual Fee” \$ 29,500 for initial term (subject to overage charges as specified above)

CLIENT NAME:

Teachers' Retirement System
of the State of Kentucky_____

CLIENT CONTACT INFORMATION

Primary Contact:

Name: Lindsey Davis_____

Title: PORTFOLIO MANAGER_____

Email: lindsey.davis@trs.ky.gov_____

Phone#: 502-848-8616_____

Address: 479 Versailles Road
Frankfort, KY 40601_____

Accounting/Billing Contact:

Name: Phil Webb_____

Title: _DIRECTOR OF INVESTMENT ACCOUNTING_____

Email: _PHIL.WEBB@TRS.KY.GOV_____

Phone#: _502-848-8620_____

Address: 479 Versailles Road
Frankfort, KY 40601_____

CONFIDENTIALITY PROVISIONS

1. For the purposes hereof:

"Confidential Information" means information furnished in accordance with the Services which is proprietary and confidential and not otherwise generally available to the public, and includes, but is not limited to, documents, information and agreements relating to companies, funds, investments, financial statements, accounting standards, structures, intellectual property, commercial, sales or programming matter, customer data and lists, projections, models, business methods, visual demonstrations and ideas; other data, in oral, written, graphic, electronic, or any other form or medium whatsoever, which may be exchanged between the parties, including related software and hardware or the respective business interests of the parties; any other information in any form or medium identified as "confidential" by Owner; and any and all notes, analyses, compilations, studies or other documents, whether prepared by Owner or Recipient, that contain or otherwise reflect any of the foregoing. The confidentiality provisions of this Agreement shall not apply to, and the term "Confidential Information" shall not include the following: (i) information which is now or which hereafter becomes publicly known or available through no act or failure on the part of Recipient or its Representatives, whether through breach of this Agreement or otherwise; (ii) information which is actually known to Recipient or its Representatives prior to the time of receipt of such Confidential Information, free of any obligation to keep it confidential; (iii) information which is furnished to Recipient or its Representatives by a third party and which Recipient reasonably believes was not prohibited; or (iv) information which is independently developed by Recipient or its Representatives independent of the Confidential Information of Owner.

"Owner" means the party which discloses the Confidential Information to the Recipient.

"Recipient" means the party who receives or is otherwise privy to, or comes into possession of, an item of Confidential Information of the Owner.

"Representative" means a party's affiliates and its or their officers, employees, managers, members, directors, contractors, shareholders, agents and professional advisors.

2. All Confidential Information constitutes, and for all purposes shall remain, the sole and exclusive property of the Owner, which the Owner is entitled or required to protect, and Recipient shall not obtain any rights in, to or in respect of the Confidential Information. Recipient shall only use the Confidential Information for the Services or as otherwise permitted by this Agreement. Recipient shall hold and maintain all Confidential Information in confidence and shall protect the Confidential Information from disclosure, by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature.

3. Recipient shall not, without the prior written consent of the Owner, disclose any Confidential Information to any person other than: (i) to its Representatives to the extent necessary for the Services; provided that each such Representative shall be informed of the confidential nature of such Confidential Information and shall be directed to treat such Confidential Information confidentially in accordance with the terms of this Agreement; provided, further, that the Recipient shall be responsible for any breach of this Agreement by its Representatives; (ii) in connection with ordinary course regulatory examinations, reviews or requests to any regulatory or supervisory authority having jurisdiction over the Recipient; (iii) in connection with any litigation or legal proceedings arising out of this Agreement; and (iv) as required pursuant to any law, rule, regulation, court order or other legal or regulatory compulsion (such requested information set forth in subsection (iv) being referred to herein as "Legally Required Disclosure"); provided, however, prior to complying with any such Legally Required Disclosure, Recipient will, if legally permissible, provide Owner with prompt notice of such request so that Owner may seek an appropriate protective order or other remedy and/or waive Recipient's compliance with the provisions of this Agreement; provided, further, that in the event such protective order or other remedy is not obtained, Recipient may, without liability under this Agreement, furnish that portion of the Confidential Information that Recipient is requested or required to disclose and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

4. Recipient shall at the written request of Owner either return to the Owner or destroy the Confidential Information, including all records, summaries, analyses, notes or other documents and all copies thereof, provided that the Recipient may retain such copies of such written Confidential Information as required by law, rule or regulation or the Recipient's record retention policies. Any such copies shall at all times remain subject to the terms and conditions of this Agreement.

5. The provisions hereof are necessary to protect the trade, commercial and financial interests of the parties. The parties acknowledge and agree that any breach or potential breach of this Agreement by the Recipient shall constitute a breach of the Recipient's obligations to the Owner which may cause serious damage and injury to the Owner which may not be fully or adequately compensated by monetary damages. The parties accordingly agree that in addition to claiming damages, the Owner may seek interim and permanent equitable relief, including without limitation interim, interlocutory and permanent injunctive relief, in the event of any breach or potential breach of this Agreement by Recipient. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies to which the Owner may be entitled.

APPENDIX 7
CONFLICT OF INTEREST AND CONFIDENTIALITY POLICY

INTRODUCTION**1. Adoption of Conflict of Interest and Confidentiality Policy**

Pursuant to the provisions of KRS 161.250, the Board of Trustees (board) of the Teachers' Retirement System of the State of Kentucky (TRS) is vested with the responsibility for the general administration and management of the retirement system. The Board may adopt procedures necessary to conduct the business of the retirement system as needed. The law shall control if any inconsistency exists between the law and this policy.

2. Statement of Conflict of Interest and Confidentiality Policy

TRS recognizes the need to maintain the public's confidence and trust in the integrity of TRS and the Commonwealth of Kentucky. Individuals associated with TRS must not engage in activities that have the potential to become a conflict of interest in their association with TRS. Likewise, individuals associated with TRS must not release information about TRS or any of its members that would breach any duty to protect such information. TRS recognizes the need to establish procedures to prevent such conflicts or breaches.

3. Purpose

The purpose of this Conflict of Interest and Confidentiality Policy is to: establish which individuals are subject to TRS's conflict of interest provisions; establish the specific standards of conduct with regard to conflict of interest; establish standards with regard to the confidentiality of information; and establish procedures for obtaining written conflict of interest statements and confidentiality agreements from certain individuals.

4. Procedures Regarding Conflicts of Interest and Confidentiality**A. Application of Policy**

- 1) This policy shall apply to all individuals who have a statutory, contractual or working relationship with TRS.
- 2) Individuals affected by this policy shall include, but are not limited to:
 - a) Employees of TRS;
 - b) The board;
 - c) Independent contractors of TRS;

- d) Vendors of TRS;
- e) Employees or Officers of the Commonwealth of Kentucky providing legal or expert advice at the request of TRS; and
- f) Any person acting in a fiduciary capacity for TRS.

B. Standards of Conduct Regarding Conflicts of Interest

- 1) Individuals have an obligation to diligently identify, disclose, avoid and manage conflicts of interest.
- 2) Potential conflicts of interest exist when an individual or an individual's family may be directly or indirectly financially impacted, whether favorably or detrimentally, by a decision made by TRS in which the individual participates.
- 3) Individuals and their family members should not enter into any contract with TRS or any agency doing business with TRS for financial gain, apart from an employment contract, without full disclosure and satisfactory management of any potential conflict of interest in accordance with the Executive Branch Code of Ethics and this policy.
- 4) Individuals should not be involved in the decision to hire or in the supervision of any member of their family as defined by the Executive Branch Code of Ethics.
- 5) Individuals should not conduct business or participate in decisions with a company or agency in which the individual or family member is employed or is actively seeking employment.
- 6) Individuals should not accept campaign contributions, gifts, loans, gratuities, discounts, services or other compensation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the individual in the performance of their duties for TRS.
- 7) Individuals must avoid all conduct that in any way might lead the public to believe that the individual is using his or her position with TRS to further a professional, political or private interest.
- 8) Individuals not covered by the conflict of interest provisions under KRS Chapter 11A must not violate any conflict of interest statute or principle by the performance of their duties with TRS. These individuals must not engage directly or indirectly in any financial or other transaction with a trustee or employee of TRS that would violate the standards of the Executive Branch Ethics provisions, as set forth in KRS Chapter 11A.

Standards of Conduct Regarding Confidentiality

- 1) Individuals associated with TRS may be granted access to confidential information in the course of being a TRS employee, board member or contractor.
- 2) This information may include, but is not limited to, investment trade data; individual member information, including but not limited to, Social Security numbers, names, addresses, phone numbers, birth dates, beneficiaries, health insurance information, member numbers; documents; records; programs; files; scientific or technical information; and other information made available to individuals for purposes of completing their obligations to TRS.
- 3) These individuals have a duty to keep confidential the information to which they are granted access as a result of their association with TRS.
- 4) TRS and these individuals shall also recognize that confidential member information is protected under KRS 161.585.

5. Written Statements of Conflict of Interest and Confidentiality

- A. On an annual basis, the executive secretary, deputy executive secretaries, chief investment officer, chief financial officer, the members of the board, independent contractors, vendors of TRS and other persons identified in Section 2 (2) shall file a written conflict of interest statement on the form(s) provided by TRS and adopted by the board.
- B. Upon proposal for contract and continuing on an annual basis, any independent contractors and vendors of TRS shall file a written confidentiality agreement on the form provided by TRS and adopted by the board. This form may be amended to conform to specific needs of the individual vendor or contractor as deemed necessary by general counsel or designee.
- C. Other employees of TRS also may be requested to file a written conflict of interest statement as needed or requested by the board.
- D. An individual who abstains from involvement in an official decision because of a personal or private interest must disclose that fact in writing to the executive secretary.

6. Ethics and Confidentiality

Individuals as set forth above shall conform to the Executive Branch Code of Ethics with regard to conflicts of interests as set forth in KRS Chapter 11A; applicable provisions of KRS 161.430 and KRS 161.460; and this policy. Individuals as set forth above shall conform to the confidentiality requirements of KRS 161.585.

Adopted March 16, 2009; amended September 19, 2016 and June 20, 2018

**TEACHERS' RETIREMENT SYSTEM
OF THE STATE OF KENTUCKY**

**EXTERNAL SERVICE PROVIDER
CONFLICT OF INTEREST STATEMENT**

I, _____, in my role as _____
_____ for the Teachers' Retirement System of the State of Kentucky (TRS), recognize the need to maintain the public's confidence and trust in the integrity of TRS and the Commonwealth of Kentucky.

I understand that I have the obligation to diligently identify, disclose, avoid and manage conflicts of interest that may arise through my relationship with TRS.

I will conduct my activities with TRS so that I do not advance or protect my own interests or the private interests of others with whom I have a relationship in a way that is detrimental to the interests of TRS.

In every instance in which I am acting on behalf of TRS, I will conduct my activities in a manner to best promote the interests of TRS.

I agree not to attempt to influence TRS in disregard of the public interest at large.

In all matters where an official decision must be made that may favorably or detrimentally impact my own financial interests or the financial interests of other individuals or organizations with whom I have a relationship, I will reveal that relationship and abstain from involvement in the official decision.

When a conflict of interest arises, or when a potential conflict of interest arises, I will disclose that conflict or potential conflict to my contact person at TRS and seek resolution of that issue.

I agree not to violate any conflict of interest statute or principle by the performance of my duties with TRS, including the TRS Conflict of Interest and Confidentiality Policy (policy). I will not engage, directly or indirectly, in any financial or other transaction with a trustee or employee of TRS that would violate the Executive Branch Ethics law (as set forth in KRS Chapter 11A); applicable provisions of KRS 161.430; or the policy.

Agreed this the _____ day of _____, 20__.

Signature

Name

Title

Company