



Crowe LLP
Independent Member Crowe Global

2200 Ross Ave, Suite 4200E
Dallas, TX 75201
Tel +1 214 777 5200
Fax +1 214 777 5202
www.crowe.com

May 1, 2024

Management and the Audit Committee
State Board of Administration of Florida
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to State Board of Administration of Florida ("the SBA", "you", "your", "SBA", or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein. This letter, along with attachment and the Data Security Addendum, may hereinafter be referred to as the "Agreement".

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2024.

Our engagement herein is for the provision of annual audit services for the consolidated financial statements, and it is understood that such services are provided as a single annual engagement. Pursuant to our arrangement as reflected in this letter we will provide the services as a single engagement for each of the Client's subsequent fiscal years through June 30, 2024. These services may be modified through mutual agreement of the parties and may be terminated at any time by the SBA or Crowe. If the SBA requests a modification to the scope of services as set forth in this engagement letter, the annual fee will be subject to negotiation based on such request and must be mutually agreed to by both parties.

We will audit and report on the financial statements, for the periods indicated herein, of the (a) Florida Retirement System Trust Fund, the assets of which are received, invested and held in trust by the SBA, and (b) Florida Retirement System Investment Plan Trust Fund, established and administered by the SBA as the Plan Sponsor.

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by

the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to The Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing*

Standards in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency pursuant to authority given to them by law, regulation, or contract. Further, such information could be subject to disclosure under Chapter 119, Florida Statutes, Public Records. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency, or required pursuant to Florida law.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter. We will also provide subsequent peer review reports and letters of comment received during the term of this Agreement.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel, to the maximum extent permissible under Florida law, for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

Management is responsible for the SBA's report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within the United States and India, and Client Data may only be stored, accessed and processed within these locations. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement, including the Data Security Addendum.

FEES

Our fees are outlined below.

Description of Services	Fee Amount
Audit of the Florida Retirement System Investment Plan Trust Fund financial statements for the year ending June 30, 2024	\$49,063
Audit of the Florida Retirement System Trust Fund financial statements for the year ending June 30, 2024	\$189,807

We will invoice you as our services are rendered.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

In instances where additional billings for services will be required, Crowe will advise SBA of the need for such additional billings in advance, and will provide a reasonable estimate of the amount of such additional billings.

Our fee assumes that we will be provided with auditable trial balances at year end, that all bank accounts and investment accounts will be reconciled through the end of the year being audited to the trial balances, that subsidiary ledgers will reconcile to the general ledger and that beginning net position amounts will be reconcilable to prior year audited ending net position. We assume that the Client will cooperate with our requests for information such as explanations of account activity.

Additionally, we assume that requested records such as invoices, contracts, and supporting documentation will be located and provided to us. We also assume the Client will prepare confirmation letters and the MD&A section of the report.

Our fee does not include implementation of any other future accounting or auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the Client or required by State or Federal regulations.

When we become aware of circumstances which impact the amount or scheduling of our work, we will issue, for your approval, a formal change order detailing the reason and the anticipated impact of the change.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises, and agrees to abide by SBA policies regarding network and internet use.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") and any attachment hereto reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of you and Crowe contained in this Agreement will survive the completion or termination of this Agreement. If any phrase, sentence, provision or other terms of this Agreement is found unenforceable or invalid, this will not affect the other phrases, sentences, provisions or other terms, all of which will continue in effect as if the stricken term had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Florida, without regard for choice of law principles.

E-Verify: Crowe shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees and subcontractors performing services within the United States in accordance with Section 448.095, Florida Statutes. Crowe acknowledges that SBA is subject to and Crowe agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

Contract Transparency: Consistent with the Florida Transparency in Contracting Initiative, the Client posts certain operational contracts on its website, and this letter will be one of the contracts posted. Crowe hereby agrees that the Client is authorized to post this letter (including any amendments or addenda hereto) and a description of the content of the letter (including any amendments or addenda hereto) on the Client's website.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

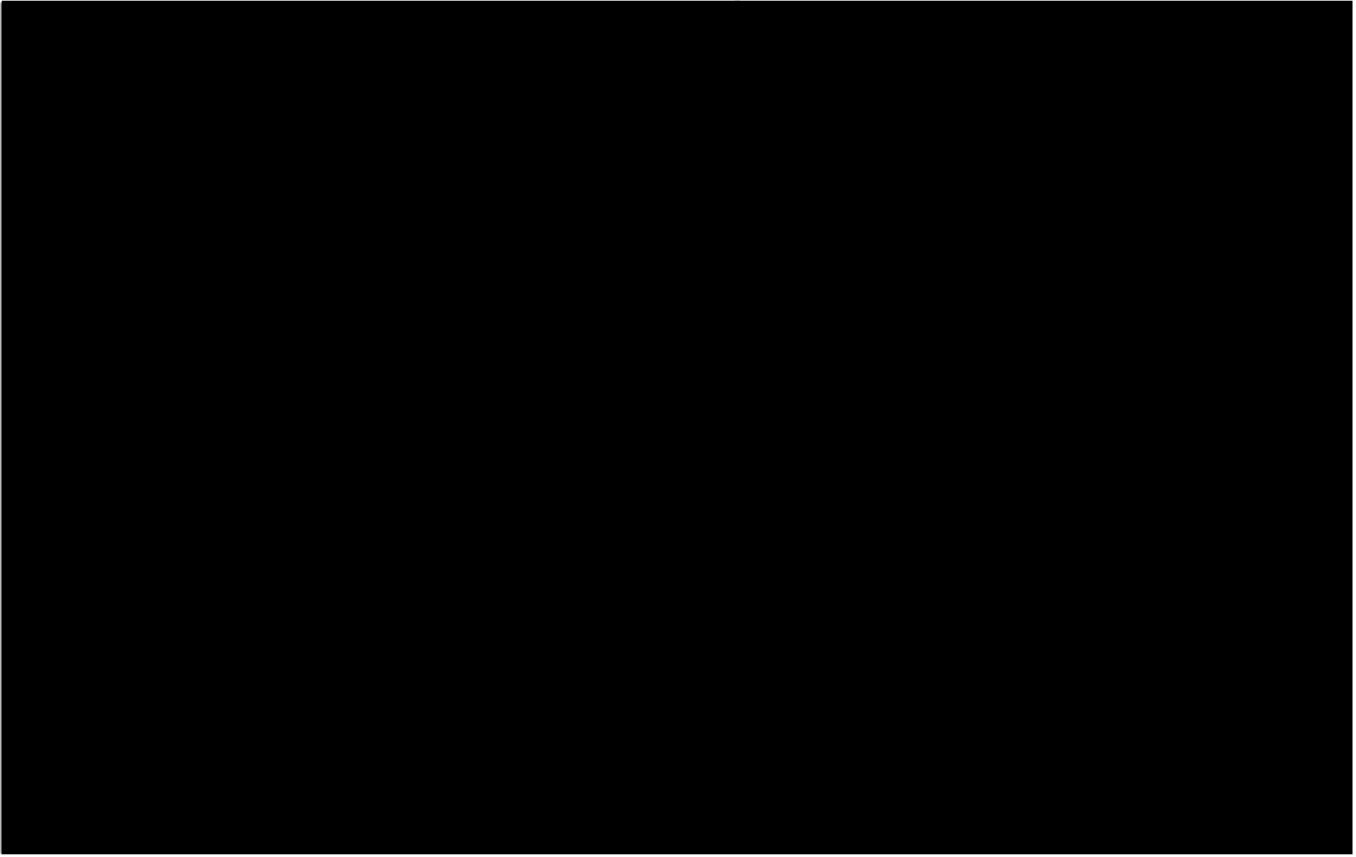
(Signature Page Follows)

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms/ and I accept on behalf of the SBA, the SSA's Audit Committee, the FRS Trust Fund, and the FRS Investment Plan Trust Fund, the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

State Board of Administration of Florida
on behalf of the SBA's Audit Committee, of itself
and the Florida Retirement System Trust Fund and
the Florida Retirement System Investment Plan
Trust Fund



Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide its Services effectively and efficiently, Client agrees to provide Crowe timely with the information it requests and to make Client's employees available for Crowe's questions. The availability of Client's personnel and the timetable for their assistance are key elements in the successful completion of Crowe's Services and in the determination of Crowe's fees. Completion of Crowe's work depends on appropriate and timely cooperation from Client's personnel; complete, accurate, and timely responses to Crowe's inquiries; and timely communication by Client of all significant tax, accounting and financial reporting matters of which Client is aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by Crowe will be mutually agreed upon, and Client agrees to hold Crowe harmless against all matters that arise in whole or in part from any resulting delay.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards, including Chapter 119, Florida Statutes (Public Records).

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for ensuring the confidentiality of all information while utilizing the Cloud Storage, complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access to the information, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client warrants that it has authority to provide

Crowe access to information in the Cloud Storage and that providing Crowe with access to information in the Cloud Storage complies with all applicable laws, regulations, or duties owed to third-parties, and Client agrees to hold Crowe harmless from and against any matters relating to or arising from Crowe's use of the Cloud Storage.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers, employees or beneficiaries ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

RIGHT TO AUDIT –

(a) During the term of and for a period of seven (7) years after the expiration or termination of this Agreement, the Client shall have the right to have any person or entity designated by the Client, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to this Agreement and/or the subject matter of this Agreement (the "Records"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the Client, Crowe agrees to permit reasonable access to its premises and the Records during Crowe's normal business hours. The Client shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of and for a period of seven (7) years after the expiration or termination of this Agreement (or for any longer period of time that may be required by applicable law relating to retention of records), Crowe shall maintain and retain the Records, at its sole expense. In the event the Client and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the seven (7) -year access and/or retention periods described herein, then this Section shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the Client designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section may include, without limitation, Crowe's compliance with the terms of this Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

(b) Crowe shall use best efforts to cooperate with the Client and any person or entity designated by the Client in connection with any inspection, review and/or audit under this Section including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the Client and/or its designees. Crowe shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Crowe by the Client and/or its designees, and Crowe shall provide a copy of all such responses to the Client (including the SBA's management contact

listed in the letter agreement. Crowe acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the Client.

(c) Except as set forth herein, the Client shall bear the costs of any inspection, review and/or audit described herein. However, in the event, the Client and/or its designees conclude that the Crowe overcharged the Client or that the Crowe engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then Crowe shall be obligated to reimburse the Client for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. Crowe's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the Client at law or in equity, which shall not be deemed waived or relinquished in any way because of Crowe's additional reimbursement obligation hereunder.

INTELLECTUAL PROPERTY - Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, or other know-how that it develops, owns or licenses ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client information reflected in them). Upon payment for particular Services and subject to the other terms of this Agreement, Client will use Reports, as well as any Materials owned by Crowe included therein, solely to the extent necessary and permitted under this Agreement.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States and India for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement, including the Data Security Addendum. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries to the extent not limited or prohibited by Florida law. Crowe shall be responsible and accountable for the acts or omissions of third-party providers and subsidiaries to the same extent it is responsible and accountable for its own actions or omissions under this Agreement and the Data Security Addendum.

THIRD PARTY PROVIDER – Subject to the approval of the Client (which approval will not be unreasonably withheld), Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to

protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality. The terms of Crowe's engagement letter and these engagement terms will apply to any third party provider.

PUBLIC RECORDS - To the extent applicable, Crowe shall comply with Chapter 119, Florida Statutes. In particular, Crowe shall:

- (a) Keep and maintain public records required by the Client in order to perform the services under this Agreement;
- (b) Upon request from the SBA's custodian of public records, provide the Client with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if Crowe does not transfer the records to the Client when the Agreement is completed; and
- (d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in Crowe's possession or keep and maintain the public records required by the Client in order to perform the services under this Agreement. If Crowe transfers all public records to the Client upon completion of the contract, Crowe shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Crowe keeps and maintains public records upon completion of the contract, Crowe shall meet all applicable requirements for retaining public records. Crowe shall, upon request from the SBA's custodian of records, provide all records that are stored electronically to the Client in a format that is compatible with the information technology systems of the Client.
- (e) To the extent permitted by federal or Florida law, Crowe agrees to keep the SBA's records confidential and shall not disclose such records to any person, organization or entity other than the Client as more particularly described in this section.
- (f) Crowe consents and agrees to be sued in, and subject to the exclusive jurisdiction of, Florida state courts located in Leon County, Florida with respect to any civil or criminal litigation required to enforce the provisions of Chapter 119, Florida Statutes, or the provisions of this Section.
- (g) All requests, including telephone requests, for inspection of public records shall be immediately forwarded to the SBA's Office of General Counsel.
- (h) IF CROWE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CROWE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SBA'S CUSTODIAN OF PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional

standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to seek the consent of Crowe prior to referencing or including Crowe's work product into any other document. Client reserves the right to reference or include Crowe's work product in another document as a public record, indicating in such document that Crowe has not performed any additional audit procedures on the referenced work product.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects only with the consent of the Client's Executive Director & CIO.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages. However, such limitations on liability shall be valid only to the fullest extent permissible under Florida law.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with negligence, recklessness, bad faith, or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement, to the extent permitted by applicable law.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request. With respect to out-of-pocket expenses, Crowe understands that it will be reimbursed in accordance with the Guide for Professional Services, which is attached hereto as Exhibit A and incorporated hereto by this reference.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Tallahassee, Florida.

CONSENT TO JURISDICTION AND FORUM SELECTION - THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE TRIED AND LITIGATED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN TALLAHASSEE, FLORIDA AND EACH PARTY HEREBY CONSENTS TO PERSONAL JURISDICTION IN SUCH COURTS. THIS CHOICE OF VENUE IS INTENDED TO BE MANDATORY AND IS NOT PERMISSIVE. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR ARGUMENT AND ANY OBJECTION TO VENUE. EACH PARTY STIPULATES THAT THE STATE AND FEDERAL COURTS IN TALLAHASSEE, FLORIDA, SHALL HAVE PERSONAL JURISDICTION AND VENUE OVER EACH OF THEM FOR THE PURPOSE OF LITIGATING ANY DISPUTE, CONTROVERSY, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES HEREBY AGREE, ACKNOWLEDGE, AND UNDERSTAND THAT THE Client WILL NOT WAIVE ITS SOVEREIGN IMMUNITY, ITS RIGHTS UNDER THE 11TH AMENDMENT TO THE UNITED STATES CONSTITUTION, OR ITS RIGHT TO A JURY TRIAL.

NON-SOLICITATION – Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party, where the personnel or subcontractors were involved in the audit services covered by the Agreement. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

ELECTRONIC MEDIA - Either Client or Crowe may use electronic media to correspond or to transmit information related to the audits and such use shall not, by itself, constitute a breach of any confidentiality obligations, provided that industry standard security measures have been implemented in advance by Client and Crowe through data encryption, digital signatures or any other approved data protection measures.

FORMER CLIENT EMPLOYEES - Except upon the prior written approval of Client, Crowe shall not assign any former employee of Client to perform the services in this letter.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

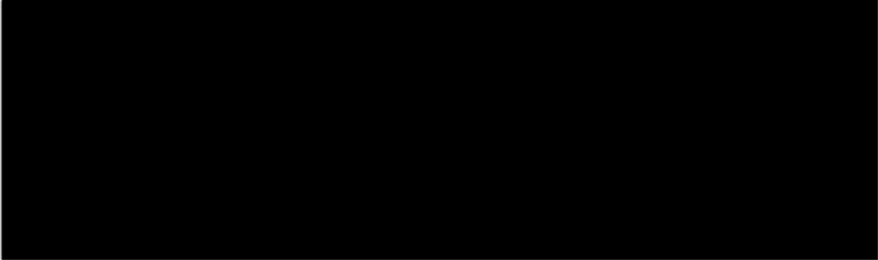
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP, September 29, 2022





National Peer
Review Committee

October 20, 2022

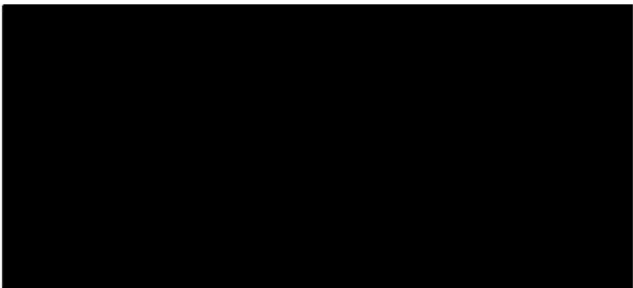
Mark Baer Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.



+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

This Data Security Addendum (this “**Addendum**”) is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the “**SBA**”) and Crowe LLP (the “**Contractor**”) and is hereby incorporated into and made a part of the contract dated February 12, 2024 (the “**Contract**”) by and between the SBA and the Contractor.

1. **Data Security; SBA Data.** Each party shall comply with either the provisions SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling, as amended by the SBA from time to time, or NIST SP 800 Series, ISO/IEC 2700 Series, or a comparable similar industry standard. The Contractor shall provide prompt notice to the SBA no later than 72 hours after it determines there has been a security breach or any unauthorized transmission or loss of any SBA Data. For purposes of this Addendum, “SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Contract and all information derived therefrom.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. The Contractor shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law, except that this Addendum will not prevent or prohibit Contractor from providing SBA Data as permitted by applicable law and applicable professional standards.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data in Contractor’s possession is confirmed, the Contractor will promptly perform due diligence and promptly report findings to the SBA. Contractor will pay all costs to remediate and correct any problems caused directly by Contractor resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule determined by Contractor, in addition to any other damages the SBA may be entitled to by law or the Contract up to the amount of five hundred thousand dollars (\$500,000). The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data due to Contractor negligence may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes. The limitation of liability in this Agreement will apply to any claim, including claims of negligence to the maximum extent permitted by Florida law. To the extent Contractor is required to provide any findings or any other information under this Section or this Addendum, Contractor may provide summary level or redacted information to protect the confidential information of Contractor, its employees, clients or other third parties.
4. **Security Testing.** The Contractor will conduct an annual network penetration test or security audit of the Contractor’s system(s) on which SBA Data resides.
5. **Data Protection.** Unless otherwise authorized by the SBA in advance and in writing and except as provided in the Contract, SBA Data will not be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized Contractor Representatives that have a legitimate business need. For purposes of this Addendum, “Contractor Representatives” means the Contractor’s officers, directors, employees, partners, agents, contractors, subcontractors and consultants

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

(including affiliates thereof). Any entity with access to SBA Data shall be considered a Third Party Provider under the terms of the Contract.

6. **Encryption.** The Contractor shall encrypt all SBA Data, when transmitted by Contractor and at rest, using industry-approved encryption technologies.
7. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Contract or applicable professional standards. The Contractor has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.
8. **Back-ups.** The Contractor shall maintain and secure adequate back-ups of all SBA Data.
9. **Data Security Procedures.** The Contractor shall develop data security procedures designed to permit only authorized access to data and databases by Contractor Representatives for purposes of performing the Contract and designed to prevent unauthorized access to data or databases by individuals or entities other than those authorized by the Contract or the SBA. The Contractor shall implement processes designed so that access to data and databases by Contractor Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.) .
10. **Ownership of Data.** The Contractor shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. The Contractor will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA or the Contract. The Contractor will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA.
11. **Background Checks.** The Contractor represents that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (include criminal background checks) before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
12. **Compliance.** Each party represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Contract continue to be compliance with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).
13. **Return / Destruction of SBA Data.** At the completion, termination or expiration of the Contract, the Contractor will transfer SBA to the SBA (if so directed by the SBA) documents originally provided by the SBA to Crowe, consistent with professional standards. Upon conclusion of Crowe's retention period, Crowe will destroy all SBA Data possessed by the Contractor. The Contractor shall provide the SBA documentation affirming the destruction of any SBA Data possessed by the Contractor upon request and conclusion of Contractor's applicable record

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

retention period. Notwithstanding the above, Contractor may retain SBA Data based on applicable law, applicable professional standards and by reason of the automated back up of Contractor's systems occurring in the ordinary course of business, all subject to the terms of this Addendum.

14. **Survival.** This Addendum will survive any termination or expiration of the Contract and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed.
15. **Business Continuity Plan/Disaster Recovery.** The Contractor has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Contract. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that recovery strategies, requirements and protocols are viable and sustainable. Contractor shall provide an executive summary of such plans, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) the Contractor's provision of services under this Contract, the Contractor will promptly notify the SBA of the disruption and the steps being taken in response.
16. **Subcontractor/Agents.** The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of this Contract.

IN WITNESS WHEREOF, each party has caused this Data Security Addendum to be executed by its respective duly authorized officer, as of the last date below (the "Effective Date").

STATE BOARD OF ADMINISTRATION
OF FLORIDA

CROWE LLP



**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

**1801 HERMITAGE BOULEVARD, SUITE 100
TALLAHASSEE, FLORIDA 32308
(850) 488-4406**

**POST OFFICE BOX 13300
32317-3300**

**RON DESANTIS
GOVERNOR
CHAIR**

**JIMMY PATRONIS
CHIEF FINANCIAL OFFICER**

**ASHLEY MOODY
ATTORNEY GENERAL**

**LAMAR TAYLOR
INTERIM EXECUTIVE DIRECTOR &
CIO**

MEMORANDUM

Date: April 19, 2024

To: Paul Groom
Deputy Executive Director

From: Lamar Taylor
Interim Executive Director & CIO

Subject: Delegation of Authority

I will be out of the office from **8:00 a.m. on Monday, April 29, 2024 through 5:00 p.m. on Thursday, May 9, 2024**. I hereby appoint **Paul Groom** as my designee to carry out the duties and responsibilities that have been delegated to me by the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on Thursday, May 9, 2024**, the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.

