

**Oklahoma Public Employees Association
Oklahoma Public Employees Retirement System
Retiree Mailing Agreement**

THIS AGREEMENT is made this 16th day of November, 2009, by and between the Oklahoma Public Employees Association ("OPEA"), having a principal place of business at 13 NE 28th St., Oklahoma City, Oklahoma 73105, Oklahoma Public Employees Retirement System ("OPERS"), having a principal place of business at 5801 N Broadway Extension, Suite 400, Oklahoma City, Oklahoma 73118, and Comtech Mailing and Marketing LLC ("Comtech"), having a principal place of business at 237 NW 61st Street, Oklahoma City, OK 73118.

This Agreement is made pursuant to and in accordance with 74 O.S. § 935. The parties to this Agreement recognize and acknowledge that the mailing list, and all information contained therein, of retired OPERS members is considered by law to be confidential and is not to be disclosed except for the limited purpose set forth in § 935. The parties further acknowledge that in order to preserve the confidentiality of the mailing list of retired OPERS members, OPERS shall not provide the mailing list directly to OPEA. The parties further acknowledge that OPERS will provide the mailing list of retired OPERS members to Comtech as a third party mailing service which shall protect the confidentiality of the mailing list and which shall not furnish or disclose the mailing list or any information contained therein to any other person or entity.

In furtherance of this Agreement:

A. OPEA agrees to:

1. Use the mailing list containing only the names and addresses of OPERS retired members in order to conduct a mailing of OPEA Membership Benefits Brochures.
2. Conduct the mailing through Comtech Mailing and Marketing of Oklahoma City.
3. Provide ten (10) copies of the OPEA Membership Benefits Brochures to OPERS before the mailing is conducted.
4. Not request more than one mailing list from OPERS per calendar year.

B. OPERS agrees to:

1. Provide the mailing list directly to Comtech Mailing and Marketing no later than November 18th, 2009. The mailing list shall not be provided to OPEA.
2. Provide the mailing list in a format that can be processed by Comtech Mailing and Marketing.

C. COMTECH agrees to:

1. Immediately, upon completion of the mailing, notify OPERS and OPEA in writing that the mailing has been completed.

2. Destroy the mailing list within five (5) days of completing the mailing. Comtech shall confirm in writing to OPERS that the mailing list has been destroyed. The confirmation shall include the date the mailing was completed, the name of the person or entity responsible for the destruction of the mailing list, the date the list was destroyed and the method used to destroy the mailing list. The written confirmation shall be sent by Comtech to Joseph A. Fox, General Counsel, OPERS, 5801 North Broadway Extension, Suite 400, Oklahoma City, Oklahoma 73118, no later than ten (10) days following the date the mailing list was destroyed.

3. Protect the confidentiality of the mailing list and all information contained therein provided by OPERS and not furnish the mailing list to any other person or entity nor make it available for viewing, copying, or any other purpose by any other person or entity.

4. Indemnify and hold OPEA and OPERS harmless for any breach of the confidentiality of the mailing list and any information contained therein provided by OPERS.

IN WITNESS WHEREOF, this Agreement is signed by the parties' respective duly authorized officers as of the day and year written.

Oklahoma Public Employees Association

By: Stirling Zearley
 Name: Stirling Zearley
 Title: Executive Director
 Date: 11/16, 2009

Oklahoma Public Employees Retirement System

By: Tom Spencer
 Name: Tom Spencer
 Title: Executive Director
 Date: Nov. 16, 2009

Comtech Mailing and Marketing, LLC

By: Stacie Morrison
 Name: [Signature]
 Title: Account Executive
 Date: 11-16, 2009