

## EMPLOYER SERVICES AND AGENT AGREEMENT

First Financial Administrators, Inc. (“**FFA**”) and First Financial Capital Corporation (“**FFCC**” and with FFA, “**First Financial**” or “**We**” or “**Us**”) is pleased to partner with the employer signing below (“**Employer**” or “**You**”), to assist You with enrolling Your employees in their selected benefits and offer the services You have elected or that You may wish to obtain from time to time (the “**Services**”). The parties agree to the terms and conditions set forth in this Employer Services and Agent Agreement (the “**Agreement**”) and in each exhibit (“**Exhibit**”) referencing this Agreement, whether entered into at the same time as this Agreement or at a later date. Each Exhibit is incorporated into this Agreement; the Exhibits and this Agreement are collectively referred to as the “**Agreement**.”

### 1. **Our Obligations.**

a. FFA will perform the services selected as of the date hereof, or those added from time to time by Your request (the “**Services**”), in a professional and timely manner, and in compliance with all applicable laws.

b. FFCC will work with You to determine the types of insurance or financial products (“**Products**”) that serve Your employees’ needs, and will assist You in designing Product proposal specifications, soliciting and evaluating proposals from underwriters or providers of such Products. This assistance is subordinate and subject to Your control and right to determine and select the Products to be offered to Your employees through payroll deduction.

c. To the extent that the facilities of a securities brokerage firm are required to provide the Products, You acknowledge and agree that FFCC will utilize First Financial Securities of America, Inc., a FINRA-licensed securities broker dealer and an affiliate of FFCC, and its registered representatives.

d. FFCC will conduct annual surveys of the performance and status of the Products to assure benefit products are competitive and employees are receiving proper service; and will report any recommendations concerning possible improvement or changes to the Products.

e. In connection with the Services and with the sales of Products, We will provide You with enrollment support during mutually agreeable days and times, and We will provide account managers during the enrollment to answer questions and counsel employees on advantages and disadvantages of various Products. At Your request, We will assist with new hire enrollment.

f. You have requested that We remit or allocate payments for Products (as may be described in the applicable Exhibit). We will apply or allocate amounts received for Products and any applicable Participant Reimbursement Account pursuant to each Participant’s elections in accordance with the allocation details You provide. Insurance premiums delivered to Us shall be treated as received by the applicable insurance carrier and We have a fiduciary responsibility for these premiums and any return premium received. Any returned premium will be promptly returned to You or the applicable participant in accordance with the terms of the Plan. Amounts credited to Your account will not be withdrawn except for the purposes described in this paragraph. We will maintain information about premiums collected for each carrier and upon Your direction, if requested by the carrier, will provide such carrier a copy of records related to premiums received and forwarded to it during the term of this Agreement.

g. Subject to Section 5 hereof, We will establish an electronic data interchange with insurance carriers and will create consolidated invoices for Your payment of Products. In cases where We agree to administer already-existing insurance coverages, We will include such “grandfathered” products in Our consolidated billing, but we cannot be responsible or liable for customer service functions for such coverages, including premium changes and billing revisions.

h. We will be responsible for providing, administering, managing, and supporting all resources that We require to provide, perform, and deliver the Services. This includes personnel, hardware, software, and facilities.

2. **Your Obligations.** In exchange for the Services, You agree to provide support to Us in the following ways:

a. You hereby appoint FFCC as Your exclusive agent for the Products, and will allow Us to offer Your eligible employees the Products and participant services that You select, whether through a Section 125 flexible benefit plan or other arrangement, to the extent permitted by law, acknowledging that FFCC will receive compensation from the underwriters or vendors of the Products for any sales;

b. You will support annual opportunities to communicate the Product offerings through a jointly determined and approved enrollment process and assist Us by communicating with employees explaining the benefits of meeting with First Financial;

c. You will permit Us opportunities to present to employees prior to enrollment;

d. You will provide Us with adequate working conditions (for example, building space for one-on-one benefit reviews) during annual enrollment meetings;

e. You will provide Us with an employee census and deduction file in order to prepare the enrollment within the time frame agreed upon each year;

f. You will promptly (within 30 days) notify Us of any employee status or eligibility changes due to termination or leave of absence or update the employee record in FFEroll to show this change;

g. You will collect deductions and/or contributions for insurance premiums and any Participant Reimbursement Account pursuant to each Participant's elections and deliver such funds to Us (with allocation details provided via online reconciliation or electronic files) within 30 days of the last payroll deduction in the applicable invoice period, unless other timing is agreed upon; and

h. You will send a deduction file that matches the remittance or utilize Our online billing services to manage billing and payment of Our invoices.

3. **Funds Transfer.** For funds transferred to Us via ACH, We and You agree to be bound by the NACHA Operating Rules (the "**Rules**"), which are incorporated herein; Employer and FFA agree to comply with the Rules. If applicable, You expressly authorize Us to debit Your account and to allocate funds pursuant to the instructions provided via the online reconciliation or an electronic file. The permitted entry code for ACH transactions between You and Us is as prescribed by the Rules. You further authorize Us to electronically credit Your account to correct erroneous debits. To the extent that You are initiating a transaction from any of Your employees' accounts, You represent that You will debit or credit such accounts consistent with the written direction in the benefit election form executed by each employee. You acknowledge that You will not generate transactions that violate the laws or regulations of the United States. You agree that FFA (or its TPA or financial institution) may be required to audit Your policies and procedures for purposes of ensuring compliance with the Rules. Either party may terminate this Agreement for violation of the Rules.

4. **Employer Data.** You will provide or make available to Us, in an agreed-upon format, information and about You and Your employees as is necessary and appropriate for determination of eligibility and Our preparation for the enrollment ("**Master Census File**"; the data in the Master Census File, as updated from time to time, is referred to as the "**Employer Data**"). You authorize Us to use the Employer Data to perform the Services; Our different Services may require updates to Employer Data at varying frequencies. We are authorized to access, use, modify, transmit, maintain, and disclose Employer Data (1) as necessary and appropriate for the completion of the enrollment and to perform the Services throughout the term of this Agreement, (2) in response to a court order or regulatory investigation, or (3) at Your direction or at the direction of the applicable employee. You are and shall remain the owner of the Employer Data. You acknowledge that You have authority to instruct Us in how to handle Employer Data. You agree that We may rely on the accuracy of Employer Data as provided or made available by You. We will utilize reasonable administrative, physical, and technical security measures to protect the confidentiality of the Employer Data, all subject to the privacy and data handling practices described at [www.ffga.com/privacy/](http://www.ffga.com/privacy/), as updated from time to time (the "**Data Handling Practices**"). If applicable, each party shall comply with the provisions of the Business Associate Agreement executed by the parties (the "**Business Associate Agreement**" or "**BAA**"), with respect to Employer Data that constitutes "Protected Health Information" under federal law. We understand that for certain Services, We are considered a Business Associate under HIPAA.

The Data Handling Practices and the BAA are incorporated into this Agreement by this reference. You will notify Us if You experience any unauthorized access to Your information security network or any compromise of Your credentials, if such compromise may impact the accuracy of Employer Data or affect Our provision of Services.

5. **Proprietary Information.** You acknowledge that We (and Our third-party licensors and suppliers) own and will retain all right, title, and interest in and to any computer programs and software, and other proprietary information (collectively, “IP”) that We provide and use to perform the Services or otherwise made available to You under this Agreement. We represent that We have the rights necessary for You to access and use the IP in the performance of the Services or otherwise in accordance with this Agreement. You agree to use any IP We make available to You under this Agreement solely as necessary to receive the Services. You will identify and assign appropriate access rights to individuals who will access and use Our online service center or the administrator account within FEnroll on Your behalf (the “**Authorized Users**”). You will securely administer the use of access credentials by Your Authorized Users. Access credentials may not be shared or used by more than one individual during any given period of time; however, You may add and remove Authorized Users from time to time, as reasonably necessary to accommodate changes in personnel and duties. You will not, and will not let your Authorized Users modify, reproduce, reverse engineer, duplicate, copy, sell, resell or exploit any portion of Our online or electronic resources. You will be responsible for any access to the portal or any Employer Data input by any Authorized User (or through use of any of their access credentials). You must notify Us immediately of any unauthorized use of access credentials or any other actual or suspected breach of security regarding the portal of which You become aware. We will not be liable for any events or circumstances, or any damages You or any third-party incur, resulting from Your failure to comply with this provision.

6. **Provision of Data to Third Parties At Your Direction.** If You instruct Us to release Employer Data to third parties (to Your insurance carriers or Your System (defined below), for example), You will be responsible for compliance matters relating to that release, and We cannot be held liable for any acts or omissions of such third parties in connection with Employer Data We provide pursuant to this section.

7. **Employer Software Integration** (if applicable). Where You request that We transmit data electronically from and to Your payroll or human resource information system (the “**System**”) in order to facilitate Our provision and administration of insurance benefits and Services, You authorize Us to access Employer Data and (if applicable) to return updated information via the electronic methods (e.g., via EDI or API) permitted by Licensor or the System. You may withdraw your authorization upon written notice; We will cease access to the System and terminate any electronic data exchange in place. Where the System does not have a public API/EDI process, You agree to work with Your System’s licensor for Us to share certain demographic, financial, or personal data related to Your employees with Your System.

8. **Other Responsibilities.** During the term of this Agreement, We shall maintain insurance coverages applicable to Our business, including statutory workers’ compensation coverage and employer’s liability; (b) automobile coverage; (c) commercial general liability insurance; and (d) cyber liability insurance. We self-insure for certain professional errors and omissions coverage.

9. **Confidentiality.** Each party shall keep confidential all information acquired relating to the following (all such information, “**Confidential Information**”): (i) the financial condition and other information relating to the business of the other party, including its rates for services and products, its business plans and arrangements; (ii) the administration and management procedures, techniques and practices currently used or acquired after the date hereof; and (iii) other information that should reasonably be assumed to be confidential or proprietary. Neither party shall at any time disclose or use such Confidential Information in any manner other than in connection with the provision or receipt of Services under this Agreement or in connection with enforcing its rights under this Agreement. Neither party shall under any circumstances use Confidential Information of the other party in any way reasonably perceived as detrimental to the other party. Notwithstanding the foregoing, the term “Confidential Information” shall not include the following: any information which was independently developed by a party without the use of the Confidential Information of the other party; any information which is or becomes available in the public domain during the term of the Agreement (without the fault of the other party); any information which is ordered to be released by requirement of a court of law or a governmental agency, statute or regulation; and any information independently made lawfully available to a party as a matter of right by a third party. Notwithstanding the foregoing, each party may disclose to and permit use of the Confidential Information of the other party by their respective legal counsel, auditors and representatives, provided that such legal counsel, auditors or representatives are bound by

obligations of confidentiality. In the event that either party becomes subject to any legal or regulatory process involving the disclosure of Confidential Information, the receiving party will give the disclosing party prompt notice to allow the disclosing party a reasonable opportunity at its own expense to seek a protective order or other appropriate remedies.

10. **Breach of Confidentiality.** If We believe that the security, integrity or confidentiality of any Employer Data or Your Confidential Information in Our possession or control has been compromised or subject to unauthorized access, We will promptly notify You; take prompt action to investigate the incident or potential incident and mitigate any harm flowing from the incident; make any required notifications to third parties at Our expense; and take prompt action to prevent any similar incidents from occurring. If the Employer Data involved constitutes Protected Health Information, We will comply with the provisions of the Business Associate Agreement between Us. You will notify Us promptly if You believe that the confidentiality of Our Confidential Information has been compromised or subject to unauthorized access.

11. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF FIRST FINANCIAL FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT (INCLUDING ANY EXHIBIT) SHALL BE LIMITED TO THE AMOUNT PAID BY EMPLOYER FOR THE SERVICES WITH RESPECT TO WHICH SUCH CLAIM RELATES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM, EXCEPT WHERE FIRST FINANCIAL HAS ENGAGED IN ANY TYPE OF INTENTIONAL MISCONDUCT. FIRST FINANCIAL SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

12. **Force Majeure.** We will not be responsible or deemed to have breached Our obligations for any interruption or delay in the performance of the Service due to causes beyond Our reasonable control, including but not limited, to: natural disasters; acts of God; civil disturbances; epidemics; disruption of public markets; armed conflict; national, regional, or local emergency; the inability to obtain sufficient materials or services required in the conduct of Our business, including Internet access; telecommunication breakdowns, power outages or shortages; or any change in or the adoption of any law, judgment, or decree. We will use diligent efforts to end the failure or delay and minimize the effects of any Force Majeure Event, and We shall resume the performance of Our obligations as soon as reasonably practicable after the removal of the cause.

13. **Term; Termination.** This Agreement and any Exhibits attached as of the date hereof shall last for one year from the date of Your signature, and after the first year, will automatically renew for additional one-year periods unless and until a party terminates with 60 days' written notice to the other. If an Exhibit doesn't describe an applicable start or ending date, the Exhibit shall be in effect so long as this Agreement is in effect, although individual Services may also be terminated with 60 days' written notice. If all Services provided under Exhibits are terminated or we no longer offer Products to You or Your employees, then this Agreement shall automatically be terminated.

14. **Records; Transition Services.** Each party shall maintain, for such periods as required by applicable law and in any event until the fifth anniversary of the end of the term of the Agreement, records of transactions under this Agreement in accordance with prudent standards of insurance recordkeeping and provide such information to the other parties as is reasonably required to carry out the terms of this Agreement. If reasonably requested by the Texas Department of Insurance ("TDI"), the Agreement and the records of transactions maintained in accordance with this paragraph will be provided to the TDI. At the conclusion of the term, We will deliver or make available to You records relating to the Products and Services. We will reasonably assist (as determined in Our discretion) with the transition of services to another service provider but reserve the right to charge a reasonable market charge for specialized transition assistance.

15. **Notice.** All notices under this Agreement should be in writing sent to the notice address for each party below the signature blocks; a party may change its address by giving notice as described in this Section. Notices shall be deemed to have been received: (a) immediately upon personal delivery; (b) three business days after the date of posting of notice sent by U.S. Mail; or (c) on the date shown on the signature confirmation of the overnight service. We may also post notices regarding the Services on the applicable electronic portal for the Service, provided that such notice is conspicuous upon log on.

16. **Audit.** You will be authorized to perform an audit specifically related to Our performance under this Agreement upon reasonable prior written notice, with any audit to be performed during normal working hours. You acknowledge and agree that if You request an audit and need specialized assistance, You shall reimburse Us for reasonable expenses in assisting You to perform the audit.

17. **Miscellaneous Provisions.**

a. Services are provided to the extent permitted by law. We cannot provide tax or legal advice. You acknowledge and agree that the Services provided under this Agreement (including, but not limited to, information, materials, forms and on-line enrollment or service center access) are not intended to be, and will not be, relied upon by You as legal, financial, or tax advice.

b. The relationship between the parties is that of independent parties contracting with each other for the purpose of carrying out the terms of the Agreement. Nothing in the Agreement shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

c. We may also terminate or modify this Agreement when regulatory changes or restructuring of Our business require such changes.

d. In the event of a dispute, a party will inform the others and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If We are unable to reach a resolution, the parties agree that any unresolved dispute arising out of this Agreement shall be decided exclusively by binding arbitration with a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association, with the place of arbitration to be in the home city of party not making the initial demand. The arbitrator shall use Texas law to understand and enforce the provisions of this Agreement, without regard to its conflicts of laws provisions. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

e. If any provision of this Agreement, or any Exhibit, is invalid, illegal, or incapable of being enforced, all other terms or provisions shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. We will negotiate in good faith to modify this Agreement or Exhibit, to achieve as close to the original intent as possible.

f. Any amendment to this Agreement or an Exhibit must be in writing and signed by authorized representatives of each Party. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the Party waiving its right.

g. The Agreement may be executed in one or more counterparts, all of which together will be one original. Signatures to this Agreement may be delivered via PDF, facsimile or other reliable electronic delivery, and shall be binding as if they were originals. A party executing this Agreement electronically is consenting to electronically access, review, sign, and authenticate certain documents and statements.

h. This Agreement, together with any Exhibits, sets forth the entire understanding of the parties regarding the provision of Products and Services and supersedes all prior or contemporaneous agreements, written or oral, between the parties relating to the subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below, and effective September 1, 2025.

**FIRST FINANCIAL ADMINISTRATORS, INC.**

**GREGORY PORTLAND ISD**

By: *Sherrie Pruitt*

By: \_\_\_\_\_

Name: Sherrie Pruitt

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Address for Notice:

Date: \_\_\_\_\_

16945 Northchase Drive, Suite 1800  
Houston, TX 77060

Address for Notice:  
1200 Broadway Blvd  
Portland, TX 78374

**FIRST FINANCIAL CAPITAL CORPORATION**

By: *Sherrie Pruitt*

Name: Sherrie Pruitt

Title: Vice President

Address for Notice:

16945 Northchase Drive, Suite 1800  
Houston, TX 77060

The Employer has retained First Financial Administrators, Inc. ("FFA") to provide administrative services concerning the following types of Tax Qualified Accounts and other payroll deducted financial products collectively referred to in the foregoing Agreement as "Financial Products":

<b>Yes</b>	<b>SECTION 125 ADMINISTRATION</b>
<b>Yes</b>	<b>HEALTHCARE FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION</b>
<b>No</b>	<b>LIMITED PURPOSE FSA ADMINISTRATION</b>
<b>Yes</b>	<b>DEPENDENT CARE ACCOUNT (DCA) ADMINISTRATION</b>
<b>Yes</b>	<b>HEALTH SAVINGS ACCOUNT (HSA) ADMINISTRATION</b>
<b>No</b>	<b>HEALTH REIMBURSEMENT ARRANGEMENT (HRA) ADMINISTRATION</b>
<b>Yes</b>	<b>SECTION 403 (b) ADMINISTRATION</b>
<b>No</b>	<b>SECTION 457 ADMINISTRATION</b>
<b>No</b>	<b>3121 ADMINISTRATION – FICA ALTERNATIVE</b>
<b>Yes</b>	<b>COBRA ADMINISTRATION</b>

All indicated administrative services include a corresponding exhibit.

## EXHIBIT FOR SECTION 125 ADMINISTRATIVE SERVICES

This Exhibit for Section 125 Administrative Services (“**Exhibit**”) is by and between First Financial Administrators, Inc. (“**First Financial**” or “**We**” or “**Us**”) and the employer executing the Employer Services and Agent Agreement (the “**Agreement**”) to which this Exhibit is attached (“**You**” or “**Employer**” or “**Sponsor**”), for Your Section 125 Flexible Benefit Plan (the “**Plan**”). This Exhibit is subject to the terms and conditions of the Agreement to which it is attached. Additional provisions relating to reimbursement accounts, if You have elected to offer them in Your Plan, are detailed in benefit-specific attachments that follow this Exhibit.

### 1. Definitions and Scope.

- a. Definitions. Capitalized terms used in this Exhibit have the meanings provided at the end of this Exhibit or the meanings given in the Agreement or Your Plan.
- b. Scope of Services. You give Us the authority to act on Your behalf in connection with the Plan as expressly stated in this Exhibit. We undertake non-discretionary duties under this Exhibit and do not intend to be the named fiduciary, sponsor, or plan administrator of the Plan, or to assume any of the duties or responsibilities that go with those designations. You will be ultimately responsible for the design and operation of Your Plan. If the Plan is subject to ERISA, You are considered the plan administrator and named fiduciary of the Plan benefits.

### 2. Section 125 Administrative Services, Generally.

- a. **Sample Plan Documents**. We will provide You, in your capacity as Sponsor of the Plan, with (a) sample documents for the creation of Plan documents for You to review, approve and execute, including sample board resolutions, plan documents and plan amendments (if any). You are responsible for reviewing and ensuring that such documents properly reflect the terms of the Plan, and You understand that We are not providing legal or tax advice by providing sample documents. If You deliver executed Plan documents to Us, We will retain them in Our records. You acknowledge that You are ultimately responsible for determining the legal and tax status of the Plan and for maintaining records of the Plan.
- b. **Recordkeeping**. We will maintain, for the duration of this Exhibit, the usual and customary books, records and documents, including electronic records, that relate to the Plan and its Participants that We have prepared or received from authorized third parties. If You terminate Our recordkeeping services, we will deliver such records to You, subject to Our right to retain copies of any records We deem appropriate.
- c. **Account**. You are required to collect contributions for insurance premiums and Participant accounts pursuant to each Participant’s elections and where applicable, the Plan. You have requested that We remit payments for premiums and hold and administer account contributions as Your agent, for the benefit of Participants in the Plan. You hereby request that We establish an account for and on behalf of Employer and Participants in the Plan. Pursuant to the terms and provisions of the Plan, You will collect and deliver to Us all amounts collected under the Plan as soon as reasonably possible following Your receipt in accordance with the terms of the Plan, and all amounts We receive will be promptly credited to Your account or a Participant’s HSA, and, as applicable, promptly delivered to the appropriate insurance carrier.
- d. **Customer Service**. We will make available (directly or through our service providers) an electronic portal for Participant self-service relating to certain products and services in the Plan, and will have customer service personnel during our normal business hours. We will not be deemed in default of the Agreement, nor held responsible for, any cessation, interruption or delay in the performance of Our obligations hereunder due to causes beyond Our reasonable control, including, but not limited to, natural disasters; acts of God; civil disturbances; epidemics; disruption of public markets; armed conflict; acts of terrorism, national, regional, or local emergency; the inability to obtain sufficient materials or services required in the conduct of Our business, failures (including those related to cybersecurity incidents) of software, computers, servers, databases, systems, networks, telecommunication lines and connections, and other technology equipment, or any other occurrence beyond Our reasonable control.

- e. **Participant Services.** We will make available to each Participant an online portal or mobile application, where Participants may view, as applicable, balances, statements, transactions, contribution and distribution information, investment positions, and access forms and documents. Participants may also view information about Us and Our relationship with You. We will also provide access to an online payment solution, which provides Participants with the ability to add and store payees and make one-time or recurring payments to payees or themselves. Participants are solely responsible for providing complete and accurate payee and identification so that they may be properly credited by the provider; and ensuring sufficient funds and time for such directed payments. We shall make available monthly statements to Participants to view and download from the website. There may be a nominal charge to Participants for paper statements. We shall make information available to educate employees about the available Plan options, to help employees make contribution decisions, and spend their account balances. This may include educational programs, online resources, and email-based messaging.

### 3. Section 125 Services Relating to Reimbursement Accounts.

- a. **Claims Processing; Appeals.** We will accept and process Reimbursement Account claims received from Participants in Our usual and customary manner, in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document), and in accordance with applicable law. (Insurance claims related to insurance products offered as benefits under the Section 125 Plan are subject to the applicable policy language and requirements and are not processed under this Exhibit.) We will notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, or which require additional documentation or substantiation, and will provide an adequate period of time for the Participant to provide the required documentation or to resubmit the claim. We will refer to You for final determination of any claim for benefits under a reimbursement account plan that is appealed after Our denial, or (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; (c) any other appeal; or (d) any claim which requires interpretation of the Plan document or other claims processing and approval guidelines You have provided. Where applicable, We will follow the requirements of ERISA as reflected in the Plan document with regard to denial of claims.
- b. **Prior Reimbursement Requests.** Except as specifically agreed upon in writing between You and Us, We will have no duty or obligation with respect to claims incurred prior to Our becoming the recordkeeper ("**Prior Reimbursement Requests**"). You agree that: (a) We have no responsibility or obligation with respect to Prior Reimbursement Requests; and (b) if We have not explicitly agreed in writing to process Prior Reimbursement Requests, You will be responsible for processing such requests (including any run-out claims) and maintaining legally required records of all Prior Reimbursement Requests sufficient to comply with applicable legal (e.g., Code substantiation) requirements. Sponsor shall retain full responsibility for the accuracy and overall compliance of its Plan with respect to the claims processing prior to Our appointment as recordkeeper. If We have explicitly agreed in writing to process Prior Reimbursement Requests or provide other administrative services before the effective date of Our appointment, We will process and reimburse such claims upon Your request, using each Participant's remaining balance as You indicate. We will not be responsible or liable for any consequences, damages, penalties, or similar issues relating to Prior Reimbursement Requests or Prior administration services, including but not limited to processing and reimbursing FSA or HSA claims per Your direction from Your previous Plan year (or any portion thereof) which was not fully administered by Us.
- c. **Payment of Benefits.** You authorize Us to pay or deny claims for reimbursement of eligible medical expenses and eligible dependent care expenses in accordance with the terms of the Plan and the Code. You authorize and direct Us to pay Plan benefits from Your Account. Upon Your election, We will make a Benefits Debit Card available to Participants. The debit card will be linked to the Participant's applicable Reimbursement Account and may be used to pay for qualified medical expenses from Your Account. Participants will be subject to the terms and conditions of the cardholder agreement distributed with the card.
- d. **Financial Responsibility for Claims; Reconciliation.** Funding for any benefit payment to (or on behalf of) the Participants under the Reimbursement Accounts, including but not limited to, all benefits payable to or on behalf of Participants and Beneficiaries in accordance with the Plan, is the sole responsibility of Sponsor. You acknowledge and agree that if debit cards are issued at Your request, Sponsor shall have



responsibility for any transactions initiated by holders of such cards, including any Participant or beneficiary or any spouse or other third party.

- e. **Reporting; Tax Forms.** We will make available information to You and to Participants via electronic means. You may request summary reports from Us. We will provide information related to Our Services that may be necessary for You to prepare and satisfy any state or federal reporting or disclosure requirements.
  - f. **Standard of Care; Erroneous Payments.** We will use reasonable care and due diligence in the exercise of Our powers and the performance of Our duties under this Exhibit, provided that a higher standard of care will be exercised where required by applicable law. If We make any payment under this Exhibit to an ineligible person, or if more than the correct amount is paid, We will make reasonable efforts to recover any payment made to or on behalf of an ineligible person or any overpayment made to a Participant. You will cooperate with Us and any other parties (for example, parties involved in processing any debit card transactions) to recover funds credited to or expended by Participants in error. You will assist us in applying the Code requirements when improper benefit card transactions occur, including, where applicable, offsetting against subsequent valid expense claims under the Plan, invalidating a Participant's debit card, or reducing wages to repay an improper expense. If the improper expense remains unpaid, You may be asked to treat the payment as indebtedness to the Plan and report the unpaid amount as cancellation of indebtedness income on the Participant's Form W-2.
  - g. **Notices to Sponsor.** We will provide You all notices (including any required opt-out notice) reflecting Our privacy policies and practices as required by state and/or federal law (including HIPAA and the Gramm-Leach-Bliley Act).
4. **Additional Sponsor Responsibilities.** From time to time, We may ask You to interpret Your Plan and provide Us with written direction on (i) the proper interpretation of the Plan's terms or any expense reimbursement provision and (ii) payment of benefits. We will perform nondiscrimination testing to determine compliance with rules under the Code; We will notify You when a valid change event has occurred that would entitle a Participant to special enrollment rights or mid-year election changes. We ask that You provide Us with the information We request that is necessary to perform Our functions under this Exhibit, including information concerning the Plan and the eligibility of individuals to participate in and receive Plan benefits. You agree that We may rely on the information You provide. We recommend that You keep copies of all source documents of information that You provide Us, as we will not be considered the keeper of your official business records.
5. **Business Associate Agreement.** We may be considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended, with regard to one or more employee benefits or arrangements offered as part of the Plan. To that extent, the BAA will apply to such services.
6. **Term; Termination.** This Exhibit will begin on the date of the execution of the Agreement to which this Exhibit is attached and shall remain in effect until completion of the first full Plan year thereafter. At the end of the first Plan year, this Exhibit will continue in full force and effect until terminated. This Exhibit may be terminated in the manner required by the Agreement; this Exhibit will automatically terminate upon termination of the Plan if You certify to Us that no further benefits are to be paid to Participants.
7. **Definitions.**

**"Account"** means one or more accounts maintained in Your name for the payment of Plan benefits.

**"Code"** means the Internal Revenue Code of 1986, as amended, including regulations and official guidance issued thereunder.

**"DCA"** means a dependent care account.

**"Employer"** means Sponsor and any successor or affiliate which maintains the Plan.

**"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended, including regulations and official guidance issued thereunder.

**“Exhibit”** means this Exhibit for Section 125 Administrative Services, with any and all further supplements and amendments thereto.

**“Healthcare FSA”** means a healthcare flexible spending account or a limited purpose flexible spending account.

**“HRA”** means a Health Reimbursement Arrangement. While HRAs are governed by their own plans and are not eligible to be included in Section 125 Plans, the services provided are the same (sample plan document, recordkeeping and claims) as provided herein and as described in the HRA Exhibit.

**“HSA”** means a Health Savings Account.

**“New Participant”** means an employee newly hired during the plan year and who has not previously participated in the flexible spending accounts during the current plan year.

**“Participant”** means any employee of Yours or a participating affiliate who is eligible to, and does, participate in one or more of the benefit arrangements provided under the Plan. For purposes of the Healthcare FSA, “Participant” does not include employees who participated during the current plan year, left the plan by discontinuing contributions to the plan, and who then are rehired.

**“Reimbursement Account”** means any of the Healthcare FSA, HSA, Health Reimbursement Arrangement, and DCA, as applicable.

## EXHIBIT FOR HEALTHCARE FSA ADMINISTRATIVE SERVICES

This Exhibit for Healthcare Flexible Spending Account (FSA) Administrative Services is by and between First Financial Administrators, Inc. ("**First Financial**", "**We**" or "**Our**") and the employer ("**Employer**" or "**You**") executing the Employer Services and Agent Agreement to which this Exhibit is attached (the "**Agreement**"). This Exhibit is subject to the general terms of the Master Agreement and the Exhibit for Section 125 Administrative Services ("**125 Exhibit**"). The 125 Exhibit describes Our services that apply to multiple reimbursement accounts, and FSA-specific services and provisions are addressed below. All capitalized terms that are not separately defined in this document will have the meanings described in the 125 Exhibit or the Agreement.

You have elected to offer Your eligible employees Healthcare Flexible Spending Accounts ("**FSAs**"), including Limited Purpose FSAs, and have requested that First Financial serve as the recordkeeper.

1. We will provide services in connection with offering FSAs to Your benefit-eligible employees. To the extent You provide support for the FSAs, You agree to do so in compliance with the terms of Your Plan and applicable federal and state laws, rules and regulations.
2. Eligible employees may elect to enroll in an FSA during the enrollment process. We will establish a recordkeeping account for each Participant and maintain a record of each account on an on-going basis.
3. We will administer and recordkeep the FSAs as provided in the 125 Exhibit.
4. If You have elected in the Plan document to provide a grace period following the end of the Plan year during which claims incurred in the current taxable year may be paid from prior Plan year contributions, We will treat any claim for expenses incurred during such grace period as a claim for reimbursement from current taxable year contributions unless You or Participant provides written notice to Us at the time of such claim that the claim is for the preceding taxable year.
5. If You have elected in the Plan document to permit Participants to roll over a portion of unused funds from the prior taxable year to the current taxable year, We will account for these rolled over funds, shall increase Participants' total eligible FSA balance for reimbursement of claims incurred in the current taxable year by the amount of the unused funds rolled over, and shall reimburse claims incurred in the current taxable year from these prior year contributions as applicable.
6. In the event of termination of this Exhibit, You will then be solely responsible for the performance of the duties otherwise required to be performed by Us under this Exhibit or under the Plan, including any risk of loss for funds distributed prior to the collection of the offsetting amounts from an employee's payroll deduction. If You terminate Our services, or if You terminate either the Section 125 Plan or the FSAs, We will honor the runoff period with a nominal fee, only if You promptly provide funds to pay any outstanding claims. The benefits debit cards will be deactivated at the end of the Plan year. We will reconcile the contributions due under Your Plan with disbursements made, and You agree to accept liability for, and provide sufficient funds to satisfy, all payments to Participants and beneficiaries under the Plan within thirty (30) days of request.

## EXHIBIT FOR DEPENDENT CARE ACCOUNT ADMINISTRATIVE SERVICES

This Exhibit for Dependent Care Account (DCA) Administrative Services is by and between First Financial Administrators, Inc. (“**First Financial**”, “**We**” or “**Our**”) and the employer (“**Employer**” or “**You**”) executing the Employer Services and Agent Agreement to which this Exhibit is attached (the “**Agreement**”). This Exhibit is subject to the general terms of the Agreement; the Exhibit For Section 125 Administrative Services (“**125 Exhibit**”) describes Our services that apply to multiple Plan accounts, with DCA-specific services and provisions addressed below. All capitalized terms that are not separately defined in this document will have the meanings described in the 125 Exhibit or the Agreement.

You have elected to offer Your eligible employees Dependent Care Accounts (“**DCA**”) and have requested that We serve as the recordkeeper.

1. We will provide services in connection with offering Dependent Care Accounts to Your benefit-eligible employees. You will be responsible for determining (a) who is eligible, (b) the maximum amount of eligible contributions, and (c) reporting Participants’ elected contribution amounts on Participants’ Forms W-2 each year. To the extent You provide support for the DCAs, You agree to do so in compliance with the terms of Your Plan and applicable federal and state laws, rules and regulations.
2. Eligible employees may elect to enroll in a DCA during the enrollment process. We will establish a recordkeeping account for each Participant and maintain a record of each account on an on-going basis. We shall receive and hold in a custodial account Participants’ and Sponsor’s contributions to the Participants’ DCAs.
3. We will administer and record keep the DCAs as provided in the 125 Exhibit, except that with respect to DCA claims, if the amount of the claim exceeds the amount the Participant has had withheld to-date, We will hold the claim open until sufficient funds have been withheld to pay the full claim.

## EXHIBIT FOR HEALTH SAVINGS ACCOUNT (HSA) RECORDKEEPING AND ADMINISTRATION

This Exhibit For Health Savings Account Administrative Services is by and between First Financial Administrators, Inc. (“**We**” or “**Our**”) and the employer/sponsor (“**Employer**” or “**You**”) executing the Employer Services and Agent Agreement to which this Exhibit is attached (the “**Agreement**”). This Exhibit is subject to the general terms of the Agreement, and the Exhibit For Section 125 Administrative Services (“**125 Exhibit**”) describes Our services for Section 125-related recordkeeping, with HSA-specific provisions addressed below. All capitalized terms that are not separately defined in this document will have the meanings described in the 125 Exhibit or the Agreement.

1. You have elected to offer Your eligible employees Health Savings Accounts (“**HSAs**”) and have requested that First Financial Administrators, Inc. serve as the recordkeeper. We will provide services in connection with offering HSAs to Your eligible employees. You shall be responsible for determining that your health plan design allows HSAs, who is eligible, and the maximum amount of eligible contributions. You agree not to (a) impose limitations or requirements on employee use or access of HSAs beyond what is required by the Code; (b) make or influence the investment decisions with respect to funds contributed; (c) receive any payment or compensation in connection with an HSA.

2. Eligible employees may elect to enroll in an HSA during the enrollment process; each Participant will be required to complete an application and execute a Custodial Agreement with American Fidelity to address access, use and distributions of the HSA. We retain the discretion not to accept applications for HSAs in limited circumstances. One of the following entities will serve as the custodian of the Participant’s cash account, depending on Your election: First Fidelity Bank, UMB, or Avidia Bank (each is a member of the FDIC).

3. We will accept additional cash contributions from Participant or any person or entity eligible to make such additional contributions. We will provide electronic files, forms or other mutually agreeable means to ensure that contributions by You and Your Participants are timely delivered and accurately allocated to individual HSAs. You agree that we may rely on information provided by You for this purpose.

4. We will have no responsibility for determining whether distributions are used to pay for qualified medical expenses under the Code, or for determining the tax consequences of any distribution. It is the responsibility of Participants to maintain receipts and other records of qualified medical expenses; We will not be responsible for maintaining any substantiation records for a Participant or for paying any taxes resulting from distributions.

5. We will provide Participants the ability to invest HSA funds where: (a) the Participant’s HSA balance exceeds the cash balance threshold required (currently \$2,500); and (b) the Participant has reviewed and agreed to the terms and conditions and acknowledged the risks relating to investing.

6. This Exhibit will not apply to any person whose HSA is administered by Us and subsequently terminates their employment with You. Upon termination of employment, the custodial bank of the HSA will become the recordkeeper and the person’s HSA will be subject to the custodial bank’s terms and conditions.

7. The custodial agreement is a separate agreement between Us and Participants. You are not a third-party beneficiary of the custodial agreement. Neither You nor We will be liable to each other for claims and disputes arising under the custodial agreement.

## EXHIBIT FOR RETIREMENT PLAN ADMINISTRATIVE SERVICES

This Exhibit for Section 403(b)/Section 457(b) Administrative Services is by and between First Financial Administrators, Inc. Company (“**We**”, “**Us**” or “**TPA**”) and the employer executing the Employer Services and Agent Agreement (the “**Agreement**”) to which this Exhibit is attached (“**You**” or “**Sponsor**”), for Your Section 403(b) Plan and/or Section 457(b) Plan (as applicable, the “**Plan**”). The terms of the Agreement govern this Exhibit unless expressly provided otherwise herein; We provide services for Your Section 125 Plan and You would like to engage Us to provide certain administrative duties relating to Your Plan as described in this Exhibit.

### 1. **Definitions; Scope.**

- a. Definitions. Capitalized terms used in this Exhibit have the meanings provided at the end of this Exhibit or the meanings given in the Agreement or the Plan.
- b. Scope of Services. You give Us the authority to act on Your behalf in connection with Your Plan, but only as expressly stated here. We undertake only non-discretionary ministerial duties under this Exhibit and do not intend to be the named “Plan Sponsor” or “Plan Administrator” under the Code and any other applicable federal or state law and supporting regulations. You acknowledge that You are legally responsible for Plan adoption, management and/or compliance, and over disposition of assets of the Plan prior to, during and after the term of this Exhibit. You are and will remain the fiduciary with respect to the management and administration of the Plan and the related participation obligations. We are providing the Services hereunder based on Your representation that the Plan is not subject to the requirements of ERISA; under no circumstance will We be liable or responsible for failure of the Plan to comply with ERISA.
- c. Regulatory Compliance; Nature of Services. We represent that We have the authority to perform the Services described in this Exhibit, and upon request, will provide You with evidence of this authority. We shall maintain, where required by law, all permits and licenses required to perform the services under this Exhibit. Our Services will comply with the applicable laws and regulations of the Code. You agree that our Services do not constitute legal advice, legal opinions or other representations relating to Your Plan. You agree to seek legal counsel as to the Plan’s compliance with applicable law.

2. **Services**. We will perform the following services (“**Services**”) in accordance with professional standards common in the industry. If You do not provide Us timely access to Your customer materials in Our performance of the Services, then Our performance will be excused until You do so.

- a. We will provide (i) general guidance and sample forms to assist You in the overall administration of the Plan; (ii) a written Plan document and written Amendments or Plan document updates from time to time as required to continue qualification of Your Plan; (iii) sample Salary Reduction Agreements (SRAs) and election forms, eligibility notices and guidance to assist You in complying with the Universal Availability rules for Plans; and (iv) necessary Participant information for Your Plan’s compliance with the Code, including but not limited to information required for distributions from the Plan, Plan loans, rollovers into the Plan, Plan-to-Plan transfers, and Plan exchanges.
- b. We will use our best efforts to process remittances and data files received in good order by the end of the following business day. We will maintain and process any files and remittances We receive from You via a separate bank account, with all data received encrypted for security prior to transmittal to Providers. If Participant contributions cannot be processed as received, We will notify You immediately for assistance in reconciliation so that the contributions can be processed on a timely basis.
- c. On Your behalf, We will approve and monitor distributions from Approved Providers according to Your Plan rules and IRS guidelines and related activities, including: (i) forwarding a Participant’s request for Plan distribution to Approved Providers; (ii) applying Plan rules and applicable law at Your direction to determine eligibility for distributions from the Plan, including distributions due to age, termination of employment, disability, or financial hardship; (iii) monitoring Provider reports of financial hardship distribution and report such distributions to You upon request; and (iv) monitoring and at Your direction, approving contract exchanges, transfers, rollovers, and service credit purchases.

- d. We will review any Domestic Relations Orders (“**DROs**”) received by the Plan and apply the rules under the Plan in accordance with applicable law at Your direction to determine if the DRO qualifies as a “Qualified Domestic Relations Order” (“**QDRO**”).
- e. To the extent We receive the required information from the applicable Provider, We will maintain records of each Plan Participant’s account balances as of the most recent valuation data available solely for the purpose of determining the Plan’s compliance with applicable qualified Plan rules and not for the purposes of reliance as to account balance by a Participant. The records of each such account balance shall reflect amounts attributable to employer contributions (if any), Participant elective-deferral contributions, rollover contributions and transfers, and any after-tax contributions. If a Plan accepts after-tax Roth Elective Deferral Contributions as permitted under Code section 402A (“**Roth Contributions**”), We will keep records that separately account for such Roth contributions and any rollover Roth Contributions, where permitted. We will not be obligated to provide any recordkeeping services with respect to accounts where an entity is not an Approved Provider.
- f. We will, as authorized under the Plan and subject to applicable law, administer Plan loans. This duty shall include, but is not limited to, determining the availability of Plan loans, approving, and accounting for Plan loans available under the terms of the Plan.
- g. We will receive beneficiary distribution request forms from Participants, verify the documents comply with Plan and applicable legal requirements, and notify the applicable provider of such determination.
- h. We will notify Participants nearing or exceeding the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code. We will, at such times as the parties shall agree, provide You with reports concerning employee elective deferrals in order to aid in their compliance with the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code.
- i. We will take such steps to correct any of Our errors so that the Participant is made whole.
- j. We will notify You immediately of any letter, telephone call or other communication We receive from an attorney, state insurance department, or other federal or state agency with respect to any matter relating to You or the Plan. If requested, We will provide any applicable information that We may possess to respond to the communication, with the process to be agreed upon.
- k. In the event that We or any affiliated successor entity are required to have a third-party administrator’s license in any jurisdiction where We provide Services, We will comply with any applicable laws relating to remittance trust accounts and required notices to Participants.

3. **Your Responsibilities.** You agree to perform the following duties regarding the Plan services:

- a. You will select the entities that are eligible and willing to become Approved Providers under Your Plan’s criteria. You will maintain a current list of available and approved Investment Arrangements (“**Products**”) from each Approved Provider of the Plan. We will provide education and guidance to the Sponsor upon request.
- b. You will provide Us with necessary Employer Data (as defined in the Agreement) which may include but is not limited to each Participant’s date of hire, date of birth, salary, employment status (full or part-time), prior deferrals, contributions, termination date, etc. We will not be responsible and will have no liability to You or any Participant for incomplete, inaccurate and/or untimely Employer Data, whether from You or any other party. We may charge an additional fee, agreed upon in advance, if We are required to take corrective action as a result of any incomplete, inaccurate or untimely information.
- c. You will process Participant payroll deductions under the applicable Salary Reduction Agreements and election forms, as applicable. If a Participant wishes to modify an SRA or an election form, You must forward the amended document to Us for approval before implementing any change. You must discontinue Participant contributions, hardship distributions and Plan loans under the Plan to any provider that is not an Approved Provider. To the extent You fail to do this, We will not be responsible for any compliance issues with the Plan that result.

- d. If an Approved Provider fails to execute or comply with the Investment Provider Agreement, You will cooperate with Us to correct the failure; if the failure continues for more than 30 days after notice to the Approved Provider, that Provider will no longer be an Approved Provider and will be “de-selected” from the Plan. All further contributions, hardship distributions or Plan loans will be discontinued.
- e. Where any question arises with regard to actions taken by a Provider based on information We have received from a Provider, We will notify You of the issue for Your resolution.
- f. You will respond to written and/or verbal requests for Plan information from covered Participants.
- g. You will immediately notify Us if at any time You determine the Plan is or has become subject to ERISA.
- h. You are required to maintain all Plan documentation (Plan documents, SRAs, election forms, as applicable) for as long as there is any benefit that could become due to a Participant under Your Plan. We will maintain copies of all executed SRAs and election forms that You deliver to Us.
- i. In the event that You elect Common Remitter Services, You will remit Plan contributions to Us in an approved format on a timely basis. You will provide complete payroll data and reconciliation files as needed to properly reconcile the contributions.
- j. In the event that You sponsor multiple 457(b) Plans, You will be responsible for coordinating Participant Plan contribution limits across such Plans (whether Yours or an affiliates) and limiting participant contributions or take corrective action as required by applicable law.

#### **4. Fees; Limits of Liability.**

- a. In exchange for the Services, You agree to the applicable fees set forth in Appendix A attached hereto and if selected, Common Remitter Service fees. You may elect to pass on the fees for services to Your Approved Providers and each Approved Provider must agree to pay the fees as a condition of becoming or remaining an Approved Provider.
- b. Limitation on Liability. **IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION WE MAY RECEIVE FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OUR MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO YOU PURSUANT TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR NEGLIGENCE SHALL NOT EXCEED THE AMOUNT OF FEES YOU ACTUALLY PAID IN THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF LOSS WITH RESPECT TO THE SERVICES DIRECTLY RELATING TO AND FORMING THE BASIS OF SUCH CLAIM.**

**5. Records.** In addition to our obligations to maintain records set forth in the Agreement, We will deliver necessary records to You when requested and required temporarily in the case of any regulatory audit. We will deliver copies of records or any part of them within ten (10) business days of such request, or earlier, if required by state law. We reserve the right to request reimbursement for expenses for delivery that exceed \$50.00. We will maintain a copy of this Exhibit along with transaction records for the minimum of seven (7) years after the end of the year of processing, unless transferred to a successor TPA by Your written request. In such case, the successor will acknowledge, if required by law, that it is responsible for retaining Your records regarding transactions that may have occurred under this Exhibit.

#### **6. Term and Termination.**

- a. **Term of Exhibit.** This Exhibit will begin on the date of the execution of the Agreement to which this Exhibit is attached, and shall remain in effect until completion of the first full Plan Year thereafter. Unless otherwise agreed to in writing by the parties hereto, for purposes of this Exhibit, the term “**Plan Year**” shall mean a twelve (12) month calendar year beginning January 1. Upon completion of the first full Plan Year, this Exhibit will continue in full force and effect for additional Plan Years until and unless terminated. In addition, this Exhibit will automatically terminate upon termination of the Plan and the distribution of all Plan assets.



- b. **Termination.** This Exhibit may be terminated with or without cause by either party upon sixty (60) days' written notice to the other party. We may terminate this Exhibit effective no sooner than 30 days following any determination that the Plan is subject to ERISA, whether You make that determination or if We become aware of facts indicating that the Plan is subject to ERISA. Further, if We no longer provide Your Section 125 Services, We may terminate this Exhibit with (30) days' written notice any time after the end of the final Plan Year this Exhibit is in force.
- c. **Rights Upon Termination.** Upon termination of this Exhibit for any reason, each party shall pay all amounts due the other party within ten (10) days. We will transfer all records of the Services upon Your written request and payment of the amounts set forth on Appendix A. We agree to follow Your reasonable instructions relating to the transfer of such records, subject to all statutory and regulatory requirements.

**7. Confidentiality.** In performing the Services, We are subject to the confidentiality and data security requirements of the Agreement and all applicable laws regarding the privacy of the individual, non-public information that we may access or process under this Exhibit.

**8. Notices.** Notices under this Exhibit shall be given as described in the Agreement.

**9. Definitions.** Capitalized terms not defined in this Exhibit will have the meaning given to them in the Plan or the Agreement.

**"Approved Providers"** means entities (i) You have selected in Your capacity as Sponsor to offer investment options to Participants, (ii) who are properly licensed and registered, and (iii) who have signed and continue to comply with the form of Investment Provider Agreement.

**"Code"** means the Internal Revenue Code of 1986, as amended, including regulations and official guidance issued thereunder.

**"Investment Provider Agreement"** means the agreement with You that a provider must execute to be considered an Approved Provider. The Investment Provider Agreement is necessary and required by the Code for Us to provide Services and are required for a provider to receive contributions. We will provide a form Investment Provider Agreement to use with Your selected providers.

**"Participant"** includes, but is not limited to any former, current and/or future active, inactive or terminated employees of Sponsor for whom contributions to the Plan are/were made or that maintain Plan assets during any particular billing period or Plan Year (as defined in Section 6(a) of this Agreement).

**"Plan"** means Your Section 403(b) Plan and/or Section 457(b) Plan, as applicable.

**"Provider"** means an investment provider who either (1) is an Approved Provider, or (2) was an Approved Provider at one time. This general term may include entities that are no longer receiving contributions but may have done so in the past and who agree to share information with Us so that we can maintain balances of prior investments.

**"Salary Reduction Agreement" or "SRA"** means the agreement executed between You and each Participant relating to contributions to the 403(b) Plan from such Participant's pay.

**APPENDIX A**  
**TO 403(b)/457(b) PLAN ADMINISTRATIVE SERVICES EXHIBIT**  
**FEE SCHEDULE**

**I. Service Fees**

In exchange for the Services, You agrees to pay the following fees:

a) one time set-up fee in the amount of **\$0.00**; and

b) a monthly fee of **\$0.00** for each Participant in Your Plan. The monthly fee is charged only once per Participant, no matter the number of Plans You sponsor.

Monthly fees will be due and owing for each Participant during a billing period. This fee amount will be in effect from the effective date of the Plan Year and will continue until the completion of the first full Plan Year. Prior to the end of each Plan year, We will review the fee and will be entitled to change it with ninety (90) day written notification.

**II. Invoicing**

We will invoice You or Your Approved Providers, as applicable, on a periodic basis. Fees shall be due and payable within thirty (30) days of the date of invoice, unless We agree otherwise in writing. If payment is not received on a timely basis, We will have the option to, as applicable, (i) discontinue Services until You pay the applicable fees in full; or (ii) no longer treat the Provider as an Approved Provider until the Provider pays its applicable fees in full; or (iii) terminate this Exhibit for cause.

**III. Post-Termination Record Transfer Fee**

If You request that We transfer records maintained under this Exhibit to You or Your designee upon termination of the Services, You agree to pay:

(a) a record transfer fee of \$150.00; and

(b) any outstanding amounts due and owing to Us under this Exhibit.

The fees set forth above shall be due and payable at the time of Your written request to Administrator for the record transfer. We will have no duty or obligation to comply with Your request until all fees are received.

## EXHIBIT FOR COBRA ADMINISTRATIVE SERVICES

This Exhibit for COBRA Administrative Services is by and between First Financial Administrators, Inc. (“**FFA**”, “**We**” or “**Our**”) and the employer (“**Employer**” or “**You**”) executing the Employer Services and Agent Agreement to which this Exhibit is attached (the “**Agreement**”). This Exhibit is subject to the general terms of the Agreement. All capitalized terms that are not separately defined in this document will have the meanings described in the Agreement.

You are establishing or have established one or more group health plan(s) subject to the continuation coverage requirements of COBRA under Code Section 4980B, ERISA, or the Public Health Service Act for the benefit of its eligible Employees, and You have elected to have FFA provide the COBRA administration services with respect to such group health plan(s). All services are subject to and governed by the terms and conditions of the Agreement and the terms and provisions below. FFA may commingle COBRA premium payments and other amounts collected under this Exhibit and in accordance with applicable law with similar funds from other clients and with similar FFA-administered funds.

1. **COBRA Administration Services.** The Services that FFA will perform hereunder relate solely to COBRA. Unless expressly agreed in writing, FFA shall not provide services under any state laws that function in a similar way to COBRA. FFA shall:

a. Take over the COBRA Administration responsibilities as set forth herein for existing COBRA Qualified Beneficiaries (“**QB**”) at the time FFA begins to provide services to the Employer in accordance with this Exhibit;

b. Send Initial Rights Letter to newly-eligible employees for which Employer has notified FFA;

c. Send Qualifying Event notices to QBs for which Employer has notified FFA;

d. Receive and review COBRA election forms from beneficiaries for completeness and timeliness of elections and make reasonable efforts to correspond with Employer, or QB, as necessary for FFA to provide services. Timeliness shall be based upon the postmark or other similar means of determination;

e. Process complete and timely COBRA election forms received from QBs; Assist with open enrollment for COBRA QBs;

f. Design, print, and send a coupon booklet to QBs who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage;

g. Receive, process, and forward to the Employer or to the carrier, at Employer’s option, amounts received as premiums, less the 2% administration fee (50% administration fee in the case of extended continuation coverage for disability) and any fees owed by the Employer which FFA will retain, from QBs for Continuation Coverage;

h. Make an attempt to collect on any checks with insufficient funds. If FFA is unable to collect the check amount from the Qualified Beneficiary, the FFA shall charge the Employer for the QBs’ premiums previously disbursed to the carrier;

i. If the Plan provides conversion rights, notify Qualified Beneficiaries within 180 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period;

j. Establish and maintain a record of all Qualified Beneficiaries who elect COBRA Continuation Coverage and any dependents who are added to the Qualified Beneficiaries' COBRA Continuation Coverage for Employer;

k. Maintain documentation of all correspondence sent to Qualified Beneficiaries;

l. Assist in implementation of any new COBRA requirements; and

m. To the extent applicable, comply with the terms of the Business Associate Agreement.

n. Establish, maintain, and update an eligibility report to all carriers identified by You. All reports are available to You upon request.

o. Establish, maintain, and update a roster containing the names of all Qualified Beneficiaries who elect Continuation Coverage under the Plan and provide such roster to You upon request.

p. Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, FFA will deposit such amounts in trust with Amegy Bank in an account established by and in your name (on which FFA has check-writing authority), until such amounts are required to be remitted to the applicable carrier or You for payment. FFA will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit to You or carriers the amounts collected at such times and in such manner as may be agreed upon by FFA and You. If You receive premium payments directly from Qualified Beneficiaries, You will forward those payments to FFA with the name of the Qualified Beneficiaries for whom the premium applies.

## **2. Your obligations.**

a. You are responsible for all aspects of the administration of COBRA with respect to the Plan, except as expressly provided in this Exhibit. You delegate to FFA the responsibilities listed in the preceding Section.

b. You will send FFA the following information: (i) current Qualified Beneficiary (QB) data within 30 days of executing the Agreement and this Exhibit; (ii) all QB data within 30 days of a qualifying event; (iii) any changes in New Hire, QB, or Retiree status within 30 days of the status change; and (iv) updated census information upon an increase or decrease in Your employee count of ten percent (10%) or more.

c. You shall be responsible for the termination of coverage for active employees and/or dependents at the time of a Qualifying Event.

d. You shall be responsible for authorizing FFA to add dependents to the COBRA QB's coverage based on the rules of COBRA and the Plan. Dependent additions shall be handled in the same manner as similarly-situated active employees for You. FFA shall contact You for authorization when a COBRA QB requests to add a new dependent. Once You authorize the addition, the new dependent will be added as of the appropriate date and the COBRA QB's coverage level shall be changed accordingly.

e. You agree to be responsible for a COBRA violation resulting from your failure to perform Your COBRA administration responsibilities not specifically delegated to FFA.

f. You agree to comply with the standards, requirements and other obligations set forth in the Agreement or in this Exhibit, including, without limitation, timely furnishing the information requested. You understand and agree that FFA can perform the duties under this Exhibit only to the extent You provide the necessary information, and FFA shall have no liability to You or any third party for Your failure to send such data.

g. You will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to QBs. In accordance with the law, the grace period within which a QB may make premium payments for Continuation Coverage without loss of such coverage will be at a minimum 45 days for the initial premium payment and 30 days for any premium payments thereafter. Subject to this grace period, COBRA Continuation Coverage shall terminate at the end of the last coverage period for which payment was received.

h. You will provide FFA with the names of individuals authorized to act for the You in connection with this Agreement.

i. You will be responsible for collection of due and unpaid premiums owed by QBs to whom Continuation Coverage was provided and who did not remit premiums for such Continuation Coverage. FFA will, on Your behalf, send the initial collection notification. Any additional efforts to collect premiums will be Your responsibility.

j. You will be responsible for appropriately handling any QB appeals or right to hearing upon notice by FFA of any such matters brought to FFA's attention.

3. **Protected Health Information.** PHI will be subject to the privacy and security rules under HIPAA and the Business Associate Agreement, the terms of which are incorporated herein.

4. **Indemnification.**

a. By Employer. To the extent permitted by applicable law, You agree to indemnify and hold harmless FFA from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that FFA sustains as a result of any act or omission of Yours in connection with this Exhibit. You will not be obligated to indemnify FFA if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by FFA that was (a) criminal or fraudulent; (b) an intentional disregard of FFA's obligation under this Exhibit; or (c) grossly negligent. Notwithstanding the preceding sentence, You will hold FFA harmless to the extent You concurred in, instructed, directed, or caused such acts or omissions by FFA.

b. By FFA. Except as otherwise provided herein, FFA agrees to indemnify and hold You harmless from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that You sustain as a result of any act or omission of FFA in connection with the performance of services under this Exhibit. FFA will not be obligated to indemnify You if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission of Yours by Employer that was (i) criminal or fraudulent; (ii) an intentional disregard of Employer's obligation under this Agreement; or (iii) grossly negligent.

c. Exclusion and Limitation of Liability. Provided that FFA acts in accordance with this Exhibit, FFA will have no liability to any COBRA participant or Qualified Beneficiary or to You for Your failure to properly notify FFA and provide the information required for FFA to perform its obligations under this Exhibit. FFA will have no liability for the inaccuracy of the information You provide. You will hold FFA harmless, and indemnify FFA for all damages, including payment of attorney fees and costs of defending any claim, as a result of Your failure to properly notify FFA and provide information to FFA.

FFA'S LIABILITY, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES ONLY AND SHALL NOT EXCEED THE AMOUNT YOU PAID TO FFA PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF EVENT GIVING RISE TO THE LIABILITY. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, FFA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES.