Paychex Pooled Employer Plan Services Agreement

Company Name _____

Federal ID Number ___ ___ ___ ___ ___ ___ ___ ___ ___

Services Selected by Company: See Part A – Product Selection Page

This Paychex Pooled Employer Plan Services Agreement (the "Agreement") is entered into between Paychex Retirement LLC, and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above, and each Company identified in Part D ("Client") pursuant to the terms and conditions of this Agreement. Paychex and Client may collectively be referred to as the "Parties" or individually as a "Party." Unless otherwise specified in this agreement, the effective date of the Agreement will be the date that Paychex receives the signed Agreement from Client ("Effective Date"). The Agreement will continue until terminated in accordance with its provisions. This Agreement shall be made up of this signature page and Part A (Services), Part B (General Terms and Conditions), Part C (Product Terms and Conditions), and Part D (Companies Entering Into Separate Agreement), and shall be one Agreement regardless of the revision date of each Part. If one or more additional Companies related to Client will be entering into an Agreement with Paychex, the Companies entering into the Agreement are listed in Part D. Each Company listed in Part D will be deemed to be entering into a separate Agreement with Paychex for the Services selected by Client in Part A. All capitalized terms are defined herein or in the definition section of the Agreement (Schedule A to this Agreement).

1. **Paychex Services.** Client engages Paychex to provide the service(s) selected by Client(s) in Part A of this Agreement ("Service(s)"). Paychex will not be obligated to, nor will Paychex commence any individual Service until Paychex receives all documents and/or information necessary to begin each individual Service and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Date. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**

2. Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor, except as expressly set forth herein and/or in the Paychex Pooled Employer 401(k) Plan, is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan sponsored, maintained, or offered for the benefit of Client's Employees, or the employer or joint employer of Client's Employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws, the Internal Revenue Code of 1986, as amended (the "Code), and the Employee Retirement Income Security Act, as amended ("ERISA"). Client agrees to comply with any and all applicable federal, state, local and international laws, regulations, or ordinances ("Laws"), and Client is solely responsible for retaining all copies of any documents received from or made available by Paychex or provided to Paychex as required by applicable Laws.

3. Client understands that this Agreement may be considered an application for credit. Client authorizes Paychex to investigate and verify the identity, bank account and/or credit of Client and/or its principals, including bank account status and history, prior to providing any Services under this Agreement (collectively "Client Verification"). Paychex may also perform Client Verification pursuant to applicable federal and/or state requirements. Client acknowledges that Paychex may engage third parties to perform Client Verification and authorizes Paychex to share with third parties Client data, including Client Confidential Information, to perform Client Verification. Client further agrees that Paychex is not liable for the actions or inactions of such third parties, including but not limited to any unauthorized use or disclosure of Client data by third parties.

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of the Client identified above and each Client identified in Part D, if applicable, and (ii) bind each identified Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions set forth in this Agreement, including, without limitation the provisions addressing governing law and arbitration. Client acknowledges that it has received each referenced Part to this Agreement and has reviewed the Services selected in Part A. The Parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Authorized Officer/Employer Representative Name _____ Title _____
Print

Authorized Officer/Employer Representative Signature _____ Date _____

Client consents to the electronic availability of the Prospectus and other legally required documents on the Client and Client Participant Online Accounts and certifies that the Client, and each of the Client Participants, shall have access to, and a means to view, the Prospectus and other legally required documents.

Authorized Officer/Employer Representative Name _____ Title _____
Print

Authorized Officer/Employer Representative Signature _____ Date _____

Part A – Paychex Service Agreement
Services Selected

Client engages Paychex to provide the Service(s) selected by Client. Paychex will not be obligated to, nor will Paychex commence any individual Service until the Service Effective Date.

Paychex Retirement Services Product	Selected
Paychex Pooled Employer 401(k) Plan	**X**

Part B – Paychex Service Agreement
General Terms and Conditions

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below, or as otherwise agreed by the Parties ("Term").
2. **Client Information, Confidential Information and Contacts.**
   - **2.1 Client Information.** Client will timely and accurately execute, provide, and/or authorize Paychex to obtain on Client's behalf, all documentation, data, information and directives necessary for the Services under the Agreement ("Client Information") including taking all corporate action. For example, Client Information shall include, but not be limited to, information and/or direction provided to Paychex by (i) Client (or an agent of Client); (ii) the Paychex payroll system or from a Non-payroll Client's Payroll Information Provider regarding employees/Client Participants; (iii) Client Participants; and (iv) Client's Investment Advisor, if applicable. If Client chooses to (i) allow Client employee ("Employee") to review, add or change their personal, payroll, retirement, and/or tax information through Employee's Online Account, (ii) require Employees to electronically sign and/or submit certain forms or documents when making such changes, and/or (iii) integrate or use Third-Party Services to provide, modify, or add to Client Information, such information will be included in Client Information and will be treated as if provided directly by Client. Client acknowledges that Client is responsible for any delayed remittance of Contribution Amounts due to the intended recipient, any additional processing Fees, and any delay in performance of the Services incurred as a result of its failure to timely and/or accurately submit Client Information. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently confirm the completeness or accuracy of such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex' reliance on Client Information. Paychex shall not, and shall have no responsibility to, review or verify the work of any prior recordkeeper or administrative service provider with respect to Plan assets attributable to participants or beneficiaries who have a current Plan account balance or who currently are participating in the Plan in connection with Client's adoption of the Plan ("Client Participants") that was performed prior to the Service Effective Date, nor shall Paychex be responsible for preparing any required governmental filings or other returns or reports (including, but not limited to, the Form 5500) prior to the Service Effective Date. Client acknowledges that Paychex may be required to obtain documents or information necessary to perform Client Verification pursuant to applicable federal and/or state statutes or regulations.
   - **2.2 Client Confidential Information.** "Client Confidential Information" means information disclosed or otherwise made available by, or on behalf of, Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical, and physical safeguards that are deemed reasonable and necessary to protect Client Confidential Information from unauthorized disclosure, access, or acquisition. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client in compliance with applicable Laws. Client Confidential Information does not include information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting Party. As between the Parties, Client owns Client Confidential Information.
   - **2.3 Use of Client Information and Client Confidential Information.** Client grants Paychex authorization, and a perpetual non-exclusive right and license (if applicable), to collect, process, transfer, use, reproduce, host, reformat, train, model, validate, test and create derivative works from Client Information and Client Confidential Information (collectively, "Information") in accordance with this Agreement and/or Paychex' Privacy Policy, which may be amended or modified at any time at Paychex' sole discretion. If Client has provided Information under a separate service agreement(s) with Paychex and/or a Paychex affiliate, Client authorizes Paychex to obtain and use such Information as set forth in this Agreement. Paychex may also use and disclose Information to its employees, affiliates, subsidiaries, authorized agents, third-party partners, business partners, vendors, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third-party services into the Services; (iv) develop and/or assist in the development of tools, products, and/or services (including datasets based on, or derived, or including from such Information); (v) perform analysis to determine Client's qualification to receive services; (vi) conduct or participate in research and analysis; and (vii) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Client acknowledges that Paychex' use of Information may include processing via automated technologies, machine learning, and/or artificial intelligence (collectively, "AI"). Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, insurers, and auditors; and (ii) pursuant to any applicable Laws, court order, legal process, or governmental investigation.
   - **2.4 Aggregated Information.** Paychex may use Information that is aggregated, anonymized, and/or deidentified (so long as no attempt to re-identify the data is made) for any lawful purpose at Paychex' discretion. Client will have no ownership interest in aggregated, anonymized, and/or deidentified data, and such data will not be considered Client Information or otherwise Client Confidential Information.
   - **2.5 Artificial Intelligence.** Client acknowledges that Paychex may use or allow use of AI to process information collected from the services, as set forth in this Agreement, our Privacy Policy, and/or in a notice provided at the time of use. Client is solely responsible for the Information input into the AI, the output generated therefrom, and/or use of the output, and Paychex makes no warranty of any kind concerning use of AI. Client will ensure that Client's use of AI or any output will not: (i) violate any applicable law; (ii) violate any provision of this Agreement or any other applicable Paychex policies or terms; or (iii) infringe, violate, or misappropriate any Paychex rights or the rights of any third party. Client acknowledges AI is not intended or designed to replace or override human decision-making and Client shall not rely on any output for legal, financial, or employment decisions. Notwithstanding anything to the contrary in this Agreement, Paychex may use aggregated, anonymized, and/or deidentified data and/or output to train or otherwise improve the AI, Paychex' tools, products and services.
   - **2.6 Client Contacts.** Client shall designate contact(s) who are authorized to submit Information to Paychex and/or take action on behalf of Client ("Authorized Contact(s)"). Client acknowledges and understands that contact information provided for Authorized Contacts is considered Client Information. Authorized Contact(s) responsibilities may also include, but are not limited to, giving and receiving notices, processing payroll, purchasing products and services from Paychex or third-party partners and vendors, agreeing to terms and conditions, approving and managing integrations with Third-Party Services, accessing Client Information and/or Client Confidential Information, and/or handling any other matters related to Client's account. Client is responsible for (i) the accuracy of any Information submitted by Authorized Contacts and/or Client; and (ii) for any action taken by Authorized Contacts and/or Client in relation to the Services, including but not limited to, any and all actions taken through Client's Online Account. Client acknowledges that it is solely responsible for designating all Authorized Contacts, establishing the type of access granted to each Authorized Contact for each Service, (with the person(s) designated as the "Employer Representative" (or such other successor or

equivalent term) having the highest level of authority and access), and keeping all Authorized Contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.

3. **Review Reports and Data.** Client will review all reports, documents, invoices, and data provided, made available, derived from, or accessible by Client related to Client's account with respect to the Plan, and/or Services, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability. Client acknowledges that Paychex will not be responsible for any damages that may result from Client's failure to timely review reports. Client agrees and understands that Client is solely responsible for compliance with any and all recordkeeping and record retention Laws and downloading and/or retaining any and all documentation, data and information. Client acknowledges that termination or suspension of its Online Account will terminate Client's ability to access anything available in Online Account.
4. **Fees and Contribution Amounts.** Client agrees to pay fees for all Paychex and third-party Services selected by Client as set forth in this Agreement and any Fee Disclosure or schedule ("Fees") and authorizes Paychex to withhold from Client's Designated Bank Account all contributions required under the terms of the Plan, applicable Law, or directed by Client in accordance with the Plan and applicable Laws ("Contribution Amounts") (collectively "Amounts Due") through an Electronic Funds Transfer ("EFT") or such other method as required by Paychex when due. Client agrees that Fees for individual Services may be aggregated on Client's invoice in whole or in part depending on the Services and bundle or offerings selected by Client. Client is solely responsible for payment of sales, use and similar taxes arising under this Agreement. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Fees may include administration fees; pooled employer plan fees; per pay run fees; per check fees; per Client Employee, user and/or participant fees; set-up fees; minimum monthly fees; per use fees; insufficient fund fees; rejected payment fees; late fees; premium processing fees; termination or transfer fees and any additional fees as described in Part C to this Agreement, on your invoice, fee schedule or the equivalent. Where Fees are displayed as "Per Employee Per Month" or "PEPM" basis, "Employee" may include Employees and/or Client Participants. For Fees based only on active users/Employees, Client understands and acknowledges that it is solely responsible for designating the status of each user/Employee, and for keeping the designation current at all times. A user/Employee designated as active shall remain in active status until Client changes the designation. Except as otherwise set forth herein, Paychex' Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.
   - **4.1 Electronic Funds Transfer.**
     - **4.1.1** If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account(s) for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
     - **4.1.2** Client's submission of Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
     - **4.1.3** All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("Nacha Rules"), which can be viewed at NachaOperatingrulesonline.org. Client (a) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (b) affirms that it obtained valid authorization of Entries from receivers; (c) agrees to follow Nacha Rules, as they are amended from time-to-time; (d) will not originate any EFT that violates any Law; (e) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (f) agrees that Paychex or originating banks have the right to audit Client's compliance with Nacha Rules. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of Nacha Rules or this section. Client further agrees that it will notify Paychex, pursuant to applicable Nacha Rules and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Client Participants or Client Employees with non-U.S. addresses.
     - **4.1.4** Paychex may reject any Entry that does not comply with the requirements of this Agreement or Nacha Rules or if Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
     - **4.1.5** Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment, or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.
   - **4.2 Payment by Wire Transfer or Other Method.** For payments of Amounts Due by wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
   - **4.3 Insufficient or Non-Confirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of an EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Contribution Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
   - **4.4 No Right to Interest.** Client waives any right to interest that may accrue on any amounts, including, but not limited to, Contribution Amounts, Fees, and security deposits received by Paychex.
   - **4.5 Refund/Adjustment/Overpayment.** Paychex will not process any refunds, adjustments or overpayments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid. Client agrees that Paychex may apply any balances or funds it is holding for Client to Amounts Due owed to Paychex or its affiliates. If Paychex remits an overpayment on behalf of Client, Client agrees that it will reimburse Paychex for the overpayment the sooner of five (5) days of (i) Client receiving a return of the overpayment; or (ii) Client being notified that the overpayment amount would be applicable to future or other liability of Client; or (iii) the Agreement being terminated by either Party.
5. **Intellectual Property.**
   - **5.1 Proprietary Systems.** Paychex provides Services to Clients using equipment, facilities, technologies, AI, systems, applications, and processes hosted and physically controlled by Paychex ("Proprietary Systems"). Paychex is and remains the owner of all titles, rights, and interest in Proprietary Systems. If Proprietary Systems (i) require Client to provide or input Information and/or (ii) facilitate Client receiving information and/or reports, Paychex grants Client a limited, non-transferable, non-exclusive right to submit Information and receive information and/or reports from Proprietary Systems during the Term of this Agreement.

5.2 Software Licenses. In some limited cases, some ancillary Services, other than payroll services may require the use of Paychex software that is not a Proprietary System described above ("Software"). If use of Software is required for an ancillary Service, Paychex grants Client a non-transferable, non-exclusive, non-sublicensable limited license to install and use Software during the Term of this Agreement. Client is solely liable for any taxes due for the use of Software. Paychex is and remains the owner of all titles, rights, and interests in Software. Client agrees that if it does not accept the terms and conditions of any applicable license agreement(s) provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon Software.

5.3 No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or source code, and Paychex does not guarantee the availability or compatibility of any systems or applications. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment necessary for the Services, and for paying all third-party charges (e.g., kiosk, internet service provider, or telecommunications charges) incurred.

5.4 Client acknowledges that Software and Proprietary Systems contain valuable trade secrets and confidential information owned by Paychex. Client agrees that Client, its Workers, and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer or encumber; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement and/or any application terms and conditions; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes Software and/or Proprietary Systems. Client will take appropriate action with Client's Workers and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of Software and Proprietary Systems. Client will notify Paychex immediately of any unauthorized use or disclosure of Software and/or Proprietary Systems and will cooperate in remedying such unauthorized use or disclosure.

5.5 Client owns no rights, title, or interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in Proprietary Systems or Software. If Client is ever held or deemed to be the owner of any intellectual property rights covered by this Agreement or any changes, modifications, or corrections to Proprietary Systems or Software, Client hereby irrevocably assigns to Paychex, all such rights, title, and interest. Client agrees to execute all documents necessary or appropriate to implement and confirm the letter and intent of this section.

6. Client Default. Client's breach of any material provision of this Agreement, including failure to pay Amounts Due, shall constitute a default of the Agreement. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.

7. Limit of Liability. Paychex shall have only those duties or obligations with respect to the Plan that are specifically set forth in this Agreement. Paychex does not provide any legal, tax or accounting advice to the Client, Client Participants, or Client Employees. Paychex does not warrant, verify, or accept responsibility for any calculations, benefit or Contribution determination, governmental filings, or any other actuarial or administrative Services provided to the Client prior to the engagement of Paychex. Paychex shall be entitled to rely and shall so rely upon the accuracy of the historical data supplied to Paychex by a prior plan service provider of Client or the Client. Without limiting the foregoing, Paychex shall have no responsibility for any of the following: (i) the deductibility of the Client's Contributions made to the Plan; (ii) the accuracy of Client Information supplied to Paychex by the Client or its agents, at any time prior to or during the term of this Agreement; (iii) the payment of interest, penalties, or excise taxes arising from the failure of the Client to comply with any of the Client's responsibilities under this Agreement or the terms of the Plan; or (iv) joint testing of plans with the Plan. Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit Contributions received from the Client to the appropriate Plan Investment; and/or (ii) for Paychex to reimburse Client or Client Participants for any interest or penalties assessed by government agencies, against Client and/or its Employees, as a direct result of Paychex' breach of the Agreement after all abatements and appeal attempts, if applicable, have been exhausted. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts or omissions of any other person or entity, including, but not limited to, Client, Client Employees, Client Participants, or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's breach of Nacha Rules. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of data incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**

8. Indemnification. Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i)a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of software; (iii) Client's breach of Nacha Rules; (iv) Client's breach of any warranty set forth in the Agreement; or violation of applicable Law, and (v) Paychex' reliance on any act or omission by Client or Client's Payroll Information Provider; (vi) the acts or failure to act of any Client or agent of the Client when acting as a "named fiduciary" with respect to the Plan except as otherwise provided by applicable law; (vii) Paychex' reliance on any act or omission by Client or Client's Payroll Information Provider; (viii) Paychex' reliance on its action or inaction based on any instructions and directions by Client or Client's Payroll Information Provider; (ix) Client's or Client's Payroll Information Provider's failure to provide Contribution Information to Paychex on or before the date Client's employees receive their pay; and (x) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.

9. Online Accounts.

9.1 Client and/or Client Participants or Client Employees, Authorized Contact(s), or any third parties that Client authorizes ("Authorized Users"), may choose and/or be required to access or connect to certain Services online or through any mobile or other electronic device ("Online Account"). Authorized Users with full administrative access shall have full authority to (i) manage Online Account, (ii) add, activate and/or terminate products or services, and/or (iii) agree to terms and conditions and/or Fees on behalf of Client. Client acknowledges and agrees that it is solely responsible for (i) managing all Authorized User(s) with access to the Online Account; (ii) setting and enforcing its own internal policies related to use of Online Account by any Authorized User; (iii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iv) use of Online Account under any usernames, logins or passwords; (v) ensuring that use of the Online Account complies fully with the provisions of this Agreement and all applicable Terms of Use; and (vi) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, their failure to safeguard Online Account or Online Account Access.

Client acknowledges that each Authorized User may set their own preferences within their Online Account and may link their account to certain third-party services at their option.

9.2 Client is solely responsible for all activity occurring under Client's account, including but not limited to, the manner in which it, its Authorized Contacts and Authorized Users use the Services and for the Information provided, including via the Online Account. Client shall not and shall not permit its Authorized Users to: (i) use its Online Account in any manner that exceeds the scope of rights granted pursuant to the Services provided to Client under this Agreement and within the applicable Terms of Use; (ii) use its Online Account to transmit Information in violation of any third-party privacy rights, or (iii) make the Online Account accessible to any third parties other than Authorized Users.

9.3 Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account and acknowledges that Client is solely responsible for damages resulting from any unauthorized use or Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable Laws; safeguarding Online Account and Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client Participants, Client Employees or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section.

9.4 Without limiting any other rights of Paychex under this Agreement, Client agrees that should Client or Client's Authorized Users violate any of the provisions within this Agreement or the applicable Terms of Use, Paychex may in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or Authorized User(s)' access to Client's Online Account.

10. Client and Employee Verifications.

10.1 Client Verification. Client understands and acknowledges that Paychex may perform Client Verification at any time during the term of the Agreement, or before any individual Service commences or transaction is processed.

10.2 Employee Verification. Paychex may, in its sole discretion, investigate and/or verify the identity of Client's Employees or Employee Information ("Employee Verification") in connection with providing requested transactions and/or Services for or on behalf of Employee. Client authorizes Paychex to perform Employee Verifications without additional notice to, or authorization from, Client and acknowledges and understands that nothing in this section modifies any other responsibility Client has under this Agreement, including but not limited to sections 2, 3 and 9. Client further acknowledges that Paychex may engage third parties to perform Employee Verification and authorizes Paychex to share Information with third parties to perform Employee Verification. Client further agrees that Paychex may delay, cancel, or otherwise postpone a transaction until Client or Employee provides the necessary Information to Paychex and Paychex successfully completes the Employee Verification. Client agrees that neither Paychex nor the third parties acting on behalf of Paychex shall be liable for any costs, liabilities, and expenses arising from or incurred as a result of any delays in completion of a transaction caused by the inability to verify Employee's identity.

11. Termination. Except as otherwise provided, either Party may terminate this Agreement upon thirty (30) days' prior written notice. This notice requirement may be waived, in writing, by the Party entitled to such notice. Paychex may immediately terminate the Agreement or portion of the Agreement, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; (iii) Client fails to execute or comply with the documents, applications, and agreements required by the Transmittal Vendor or applicable third-party vendor; (iv) Client fails to have sufficient funds on the Funding Deadline, or (v) Paychex determines, in its sole discretion, that any Laws, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations. In the case of bankruptcy, the Agreement cannot be assumed by the debtor or trustee without Paychex' prior consent. Client acknowledges that it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service. Additional obligations of the Parties upon termination are set forth in Part C of this Agreement.

11.1 Early Termination Fees. Client acknowledges that termination of the Agreement without at least thirty (30) days prior written notice may incur additional Fees for the full length of the notice period. For certain Services, including but not limited to, HR Solutions and Managed Services, Client may be required to agree to a Term of at least twelve (12) months ("Initial Term"). Where Client has agreed to a Initial Term, Client acknowledges and agrees that if it terminates the Agreement during the Initial Term, Client shall be responsible for early termination Fees equal to the average monthly Fees multiplied by the lesser of (i) number of months remaining in the Initial Term; or (ii) six (6) months.

12. Third-Party Services. Client may select Services that are wholly or partially provided by an authorized third-party vendor of Paychex ("Vendor"), and/or choose to integrate or use other third-party services in connection with the Services (collectively, "Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions and/or privacy policies. Client authorizes Paychex to share any Client data, including Information needed for a third-party to provide Third-Party Services. Client is solely responsible for obtaining any necessary consents or authorizations for use of Third-Party Services. Client acknowledges that such services, products, and/or offerings are not provided by Paychex and Client agrees to hold harmless and release Paychex from liability relating to Client's use of such Third-Party Services in connection with the Services. Paychex reserves the right to change a Vendor providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in section 14.4. Paychex may suspend and/or terminate Third-Party Services without notice if it determines, in its sole discretion, that continued use of the Third-Party Services create a security or performance risk to Paychex' or Client Online Account.

13. Governing Law and Arbitration. The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any controversy, claim, or dispute arising out of, related to, or in connection with, the Agreement or the Services, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator

must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity.

14. Miscellaneous.

14.1 Telephone Consumer Protection Act (TCPA) Consent. By signing this Agreement, Client authorizes Paychex to contact it and its Employees using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including, but not limited to phone calls and/or text messages regarding promotional offers or marketing messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber, Employee, or customary user to receive such calls and/or text messages prior to the telephone number(s) being provided to Paychex. **Any telephone numbers Client provides to Paychex will be deemed to have been provided under this Agreement and with the same consent. Client represents and warrants that it will only provide Paychex with the phone numbers of persons who have previously provided the foregoing consent to receive autodialed marketing phone calls and/or text messages. Client is solely responsible for any claims made against Client or Paychex regarding calls and/or text messages sent to phone numbers provided to Paychex by or on behalf of Client. Termination of this Agreement does not constitute withdrawal of this consent. Client understands that it is not required to provide telephone numbers as a condition of making any purchase, and that it may withdraw its authorization at any time.** While Client herein authorizes Paychex to send messages using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of the mobile messages sent by or on behalf of Paychex are in fact sent using an automatic telephone dialing system. Message and data rates may apply to any text messages.

14.2 California Consumer Privacy Act. If Client is subject to the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the "CCPA"), Client instructs Paychex to collect, process, and disclose covered personal information (as defined in CCPA) to provide the Services in accordance with Paychex' Privacy Policy, this Agreement, and the Paychex Services Agreement Addendum for California Consumer Privacy Act which is located at go.paychex.com/ccpa and incorporated by reference.

14.3 Assignability. The Agreement may not be assigned by Client to any third party.

14.4 Notices. Client shall provide all notices required under this Agreement to Paychex at an address supplied by Paychex. Except as otherwise provided, Paychex may provide notices required under this Agreement: (i) by email; (ii) through Client's Online Account; or (iii) by mail.

14.5 Entire Agreement. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. The Agreement, along with any exhibits, addendums, schedules, supplemental terms and conditions, amendments, amendments, Terms of Use and software license agreements contains the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof.

14.6 Force Majeure. Neither Party shall be responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in its performance under this Agreement (except for payment of Amounts Due) due to causes beyond its reasonable control, including, but not limited to, elements of nature, or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

14.7 Amendment. Paychex may modify any term of the Agreement including, but not limited to, Fees, upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provision(s). Client agrees that Paychex may provide notice of a modification of the Agreement by email to the email address provided by Client, mail at the mailing address provided by Client, and/or in Client's Online Account as applicable. Paychex will provide a printed copy upon Client's request.

14.8 Waiver and Severability. Failure to enforce a provision will not be deemed a waiver; waivers must be in writing signed by the Party claimed to have waived. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired.

14.9 No Third-Party Beneficiaries. Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.

14.10 Surviving Sections. The sections titled Client Information, Confidential Information and Contacts, Fees and Contribution Amounts, Software, Client Default, Limit of Liability, Indemnification, Online Accounts, Third-Party Services, Governing Law and Arbitration, Telephone Consumer Protection Act (TCPA) Consent, California Consumer Privacy Act, Notices, Entire Agreement, Waiver and Severability, and No Third-Party Beneficiaries will survive the termination of this Agreement.

Part C – Paychex Service Agreement
Specific Terms and Conditions

Client acknowledges that by executing this Paychex Retirement Services Agreement ("Agreement") it is applying for Paychex to provide the Services specified in the Agreement. The Agreement between Client and Paychex will be entered into when Paychex accepts Client's application. Paychex will not accept Client's application until at least three (3) Business Days after the date Client signs this Agreement, and Client may withdraw its application without any penalty by notifying Paychex in writing at any time before Paychex accepts Client's application. In the event that Client directs Paychex to commence Services sooner than three (3) Business Days from executing this Agreement, the Agreement will be deemed to be entered into and binding on the Parties on the date Paychex begins to perform the Services, which shall include, but not be limited to collecting Contributions from Client.

Section 1 – Paychex Pooled Employer 401(k) Plan and Related Services

1.1 Services. Paychex will act as the Pooled Plan Provider (as that term is defined under Section 3(44) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and will, either directly or through a third party, provide the Services set forth herein with respect to Client's participation in the Paychex Pooled Employer 401(k) Plan (the "Plan") or otherwise. As the Plan's Pooled Plan Provider, Paychex shall be the plan administrator of the Plan and a named fiduciary with respect to the Plan, except to the extent to which Client is a named fiduciary, as set forth herein or in the Plan document. Paychex is not a named fiduciary and has no responsibility with respect to those items for which Client is the Plan's named fiduciary. As the Pooled Plan Provider for the Plan, Paychex shall register with the Secretary of Labor as required by applicable Laws. Paychex shall also ensure that the Plan is bonded pursuant to Section 412 of ERISA.

1.2 Recordkeeping Services. As set forth in the Plan document, Client acknowledges and approves that all bundled recordkeeping Services for the Plan, including, without limitations, the Participant Disclosure Services and other recordkeeping- related Services described in this Section 1 and throughout this Agreement, shall be provided by Paychex Retirement Services, a division of Paychex, Inc., which is an affiliate of Paychex Retirement LLC. By executing this Agreement, adopting the Plan, and continuing to participate in the Plan after the Effective Date, Client represents and warrants that it approves Paychex Retirement Services as the recordkeeper for the Plan and directs it (or its delegate) to provide the recordkeeping Services described herein.

1.2.1 Enrollment. As soon as administratively practicable, process enrollment requests received from Client Employees or, to the extent that the Client has elected an automatic contribution arrangement under the terms of the Plan with respect to Client Employees, pursuant to the terms of the Plan.

1.2.2 Apply Plan Rules and Calculate Service and Compensation.

- Apply Plan rules to determine eligibility for participation or benefits.
- Calculate Client Participant service and compensation for benefit purposes.

1.2.3 Allocations. Prepare employer contribution allocations in accordance with the terms of the Client's Adoption Agreement.

1.2.4 Contributions.

- Collect and process amounts that are to be invested in the Plan in accordance with this Agreement, the terms of the Plan, or Client or Client Participant direction, as applicable ("Contributions").
- Allocate Contributions in accordance with the investment instructions in effect at the time the Contributions are made.
- Update deferral election changes submitted to Paychex by Client or Client Participant.

1.2.5 Distributions.

- Process Distributions for Client Participants in accordance with Client and Client Participant direction.
- Process Involuntary Distributions as set forth in the Plan.
- Notify Client Participants when Client Participant is eligible for, or required to receive, a Distribution.
- Process Distributions with applicable federal and state income tax withholding when mandatory.
- Report distributions as required by applicable Laws.
- Process Stale Checks as set forth in Section 7.2.

1.2.6 Forfeitures. Forfeitures shall be used or allocated in accordance with the terms of the Plan, provided, however, that Client understands and acknowledges that Paychex cannot process and allocate forfeited, non-vested Contributions on a payroll computation period ("Per-Pay-Period") basis. Accordingly, Client shall not direct Paychex to process and allocate forfeitures on a Per-Pay-Period basis.

1.2.7 Compliance Testing. Paychex will perform compliance tests with respect to Client's participation in the Plan, which may include, but not be limited to, the ADP/ACP test, top-heavy test, 410(b), and 415 ("Compliance Testing"). Paychex will not be responsible for any errors in the Compliance Testing caused by missing or erroneous Client Information. Client must review all Compliance Testing and notify Paychex as set forth in this Agreement of missing or incorrect information contained in the Compliance Testing provided to Client. Failure to do so may result in the removal of the Client and Client Participants from participating in the Plan in the event that missing or erroneous Client Information causes one or more Compliance Tests to be inaccurate. Similarly, failure to correct any failed or otherwise non-compliant test result within the timeframe required by applicable Laws or as determined by Paychex, in its sole discretion, may also result in the removal of the Client and Client Participants from participating in the Plan. Unless otherwise agreed by the Parties in writing, in the event that Client sponsors, maintains, or participates in one or more retirement plans, other than the Plan, Client acknowledges that Paychex will not aggregate the Plan or any portion of the Plan with Client's other retirement plans for required limits, compliance testing or any other purpose. To the extent required by applicable Laws, Client shall remain solely responsible for any necessary aggregation of its plans, including, without limitations, the Plan, for required limits, compliance testing, or any other purpose.

1.2.8 Redemption Fee. Paychex will collect all applicable Redemption Fees and remit to appropriate Plan Investment.

1.2.9 Loan Administrator. Paychex shall administer Client Participant loans in accordance with the Plan's loan policy statement ("Loan Policy").

1.2.10 Hardship Distributions. Paychex shall make hardship distribution determinations in accordance with the Plan document and applicable Laws.

1.2.11 QDRO Determinations. Paychex shall determine whether a domestic relations order constitutes a qualified domestic relations order pursuant to Section 414(p) of the Code and Section 206(d)(3) of ERISA and in accordance with the Plan's QDRO Procedures. Paychex shall be permitted to rely (and shall rely) on information provided by the Client Participant, the alternate payee and/or their respective representatives in connection with such determination. Unless otherwise directed in the qualified domestic relations order ("QDRO"), any fee for reviewing and processing the order shall be assessed by Paychex (or its designee) to the Client Participant's Plan account as soon as administratively practicable following the review of the order and the determination that it constitutes a QDRO.

1.2.12 Additional Services. Provision of such other administrative services as Paychex and the Client agree to in writing.

1.2.13 Administration as a Multiple Employer Plan. Client understands and acknowledges that, except as required by Law and subject to the terms of this Agreement, the Plan shall be administered in all material respects as a multiple employer plan in accordance with the requirements of section 413(c) of the Code, the regulations thereunder, and other applicable Laws.

1.3 Tax Forms Preparation Services.

- Annually, Paychex will prepare and file Form 5500 and all applicable schedules. Client acknowledges that such Form 5500 shall be based, in part, on Client Information provided to Paychex by the Client. Furthermore, Client acknowledges that Paychex shall rely on such Client Information to prepare each annual Form 5500. To the extent that Client knows that any Client Information set forth on Form 5500 or any information on Form 5500 that is reasonably based, in full or in part, on Client Information is missing, incomplete or inaccurate, Client shall contact Paychex immediately. In the event that a Form 5500 for the Plan is deemed by a government agency to be inaccurate or if Paychex must amend a Form 5500 due to missing, incomplete or inaccurate Client Information provided or not provided by the Client (as the case may be), Client and Client Participants shall be subject to removal from the Plan and Client shall be liable for all assessed costs, fees, or penalties.
- Paychex shall prepare and file Form 8955-SSA, as required by applicable Laws.

1.4 Transmittal of Plan Purchase and Redemption Orders. Paychex utilizes either Paychex Securities Corporation, a registered limited broker-dealer and wholly owned subsidiary of Paychex, Inc. ("PSC") or a third-party transmittal vendor ("Third-party Transmittal Vendor") (collectively PSC and any Third-party Transmittal Vendor shall be referred to as "Transmittal Vendor"), to transmit Client's purchase and redemption orders ("Orders"). Client agrees that it shall execute and comply with any required documentation of the Transmittal Vendor as a condition precedent for the receipt of the Services. In the event that Client fails to execute and comply with any required documentation of the Transmittal Vendor, Paychex may terminate this Agreement immediately and Client agrees to remove immediately from the Plan all assets relating to Client Participants. In the event this Agreement is terminated in accordance with the provisions of this section, any Contributions collected by Paychex will remain in the Master Custody Account pending investment direction by Client or Client Participants.

1.5 Provision of Plan and Client Participant Information. Client authorizes Paychex to provide Client Information and other Plan related Information to (i) the entities that offer Investment Options ("Investment Companies"); (ii) Transmittal Vendors; and (iii) a Client Participant's Investment Advice Provider. If an Investment Company has detected excessive trading in an Investment relating to a Client Participant, Client authorizes Paychex to provide Plan and Client Participant information requested by the Investment Company.

1.6 Record Retention. During the term of the Agreement, Paychex will maintain recordkeeping accounts and records for each Client Participant as periodically adjusted to reflect Contributions, withdrawals, Distributions, Participant Fees, and investment experience with respect to the recordkeeping account. Paychex and Client shall retain Plan records relating to Client Participants as required by applicable Laws.

1.7 Plan Conversion Services. In the event Client is converting to Plan Documents provided by Paychex ("Conversion Client"), the Client directs Paychex to perform the Paychex Plan Conversion Services set forth in Section 14 of this Part C.

1.8 Participant Disclosure Services.

1.8.1 Employer Authority and Delegation. Pursuant to Client's responsibility and authority, as the named fiduciary of the Plan with respect to disclosures, notices and communications required by Title I of ERISA and other applicable Laws, Client contracts with Paychex to provide the Client Participant disclosures listed in Section 1.8.3 below ("Participant Disclosures") to Client Participants and Client Employees, as applicable, pursuant to this Section. Prior to providing any Participant Disclosure pursuant to this Section, Paychex shall deliver to Client via the Client's Online Account, a draft of such Participant Disclosure(s) for review and approval by the Client. In the event that Client does not provide its approval within three (3) business days, Client shall be deemed to have approved the Participant Disclosure (including, without limitation, its content, format, and compliance with applicable Laws). Client acknowledges that all Participant Disclosures provided by Paychex pursuant to this Agreement shall be written in English only. To the extent that any applicable Laws require one or more Participant Disclosures to be provided in a language other than English, Client agrees to provide those Participant Disclosures and relieves Paychex of any obligations relating to such Participant Disclosures under this Agreement.

1.8.2 Employer Obligations. As a precondition for Paychex to provide the Services set forth in this Section, Client must provide to Paychex, in the format required by Paychex, such accurate and timely Client Information as is necessary for Paychex to provide the Participant Disclosures to the requisite Client Participants or Client Employees, as applicable. Such information may include, but is not limited to, payroll information, ongoing verification of vesting percentages, and Client Participants' and Client Employees home mailing addresses and work and/or personal email addresses. Paychex shall not be obligated to provide the Services set forth in this Section if Client fails or refuses to provide to Paychex the Client Information and/or data that Paychex determines, in its sole discretion, is needed to perform the Services set forth in this Section.

1.8.3 Participant Disclosures. As soon as administratively practicable, but generally not more than thirty (30) days after the Service Effective Date, except where applicable Laws permit a longer period of time for delivery, Paychex shall prepare for Client's approval and provide, once approved or deemed to be approved, to Client Participants (via electronic delivery, making available on a website, U.S. mail, or any other method permitted by applicable Laws) the Participant Disclosures set forth below, as they become due. To the extent that Paychex cannot provide Participant Disclosures, or notification regarding such Participant Disclosure(s), required by the Department of Labor to Client Participants electronically, or provide Participant Disclosures or notification regarding such Participant Disclosure(s) to a Client Participant electronically but Paychex receives actual knowledge that the delivery or notification attempt to the Client Participant failed, Paychex will distribute the applicable Participant Disclosure(s) or notification to the

Client for proper delivery to the Client Participant, along with a request for an updated email address or other physical or electronic contact information permitted by applicable Laws for the affected Client Participant(s). To the extent that Paychex cannot provide Participant Disclosures or applicable notification(s) required by the Department of Labor (including, without limitation, any initial Client Participant notice that must be provided by physical mail before electronic notices or other communications may be provided), the IRS, or the Department of Treasury to Client Participants via U.S. mail, or provide Participant Disclosures to a Client Participant via U.S. mail, Paychex will distribute the applicable Participant Disclosure(s) to the Client for delivery to the Client Participant, along with a request for an updated mailing address for the applicable Client Participant(s). For the avoidance of doubt, after an initial notice sent by U.S. mail, Participant Disclosures and/or notification for such Participant Disclosures required by the Department of Labor generally will be provided by electronic delivery. At the time of this Agreement, it is generally understood that Participant Disclosures required by the IRS and/or Department of Treasury generally will be provided by U.S. mail. Client acknowledges that more than one Participant Disclosure or notification may be provided to a Client Participant at once and that any two or more Participant Disclosures or notifications may be combined into one document, as permitted by applicable Laws. Notwithstanding anything to the contrary, to the extent that a Client Participant opts out of receiving Participant Disclosures in electronic form in accordance with applicable Laws, the Client shall retain the responsibility to provide all required Participant Disclosures for such Client Participant, unless the Parties otherwise agree in writing.

The following documents are required by the Department of Labor from time to time with respect to the Plan and shall be provided, subject to the terms of this Section:

- Summary plan descriptions and summaries of material modifications
- Blackout notices, if applicable
- Qualified Default Investment Alternative ("QDIA") Notices
- Summary Annual Reports
- Client Participant fee disclosure statements
- Notices regarding Claims, if applicable
- QDRO notices and communications, if applicable

The following documents are required by the Department of Treasury from time to time with respect to the Plan and shall be provided, subject to the terms of this Section:

- Safe Harbor Notices, if applicable
- Automatic Enrollment Notices (Automatic Contribution Arrangement ("ACA"), Eligible Automatic Contribution Arrangement ("EACA"), or Qualified Automatic Contribution Arrangement ("QACA")

Paychex also contracts, in accordance with the terms of this Section, to provide quarterly account statements to Client Participants, which shall include the Client Participant's account balance in each Plan Investment.

1.8.4 Contacting Participants. Client authorizes Paychex to contact Client Participants directly, as required, to provide Services pursuant to this Agreement, including, without limitation, contacting Client Participants or Client Employees to provide information pertaining to the Plan and their eligibility to participate in the Plan.

1.9 Automatic Enrollment Services.

1.9.1 Automatic Enrollment Services. To the extent that Client elects an Automatic Enrollment option in the Adoption Agreement, it also authorizes Paychex to provide Automatic Enrollment Services with respect to Client Participants and Client Employees. Paychex will email to Client a list of eligible Client Employees who are scheduled to be automatically enrolled in the Plan on the first of the month following the month in which Paychex receives notification of the employee's eligibility. For Non-Payroll Clients, the Client must provide Paychex with the name and contact information for all eligible Client Employees. Client directs Paychex to notify each Client Employee who is automatically enrolled that the Client Employee is enrolled, the deferral percentage for his or her Contribution, how to opt out of the enrollment and information regarding how to change investment allocations. Paychex will process all requests for opt-out distributions, as applicable, in accordance with the terms of the Plan and applicable Laws. Permissible distributions made within 90 days of a Client Participant's first payroll deduction shall be at no charge to the Client Participant.

1.10 Payroll Client. If Client processes payroll through Paychex at the time Services commence, or at any point thereafter ("Payroll Client"), Client authorizes and directs Paychex to collect, process, transfer, use, reproduce, host, reformat, and create derivative works from information provided by Client to Paychex to process its payroll, including Client Participant and/or employer contribution information ("Contribution Information"), and other Client Information pursuant to this Agreement. Notwithstanding anything to the contrary, Client shall be responsible at all times to ensure that Client Information and Contribution Information provided to Paychex (or any affiliate) is accurate and complete. The Payroll Client also represents and warrants that it or a designated third-party shall timely pay all required Contribution Amounts to the Plan and as otherwise required by applicable Laws. In the event that any Contribution Amounts are not contributed to the Plan in a timely manner as required by the terms of the Plan and/or applicable Laws, the Payroll Client agrees that it shall be solely responsible and liable for any such Contribution Amounts, lost earnings, tax, interest or other amounts arising from the missing or untimely remitted Contribution Amounts. Should Paychex or another third party pay any Contribution Amounts, lost earnings, tax, interest, or other amounts arising from Contribution Amounts not contributed to the Plan or the untimely remittance of Contribution Amounts on behalf of the Payroll Client, the Payroll Client hereby authorizes and directs Paychex to immediately collect such amounts from the Client's Designated Bank Account.

1.11 Non–payroll Client. If Client is a Non-payroll Client, Client acknowledges that it shall be solely responsible for providing Client Information and Contribution Amounts directly to Paychex. When a Non-Payroll Client provides Paychex with Contribution Information and other Client Information at the time Services commence, or at any point thereafter, Client authorizes and directs Paychex to collect, process, transfer, use, reproduce, host, reformat, and create derivative works from the Contribution Information and other Client Information pursuant to this Agreement. Notwithstanding the foregoing, Client may designate one or more third parties to deliver or facilitate the delivery of Client Information to Paychex.

("Payroll Information Provider"). Client Information from Non-Payroll Clients shall not be derived from the Paychex payroll system. Paychex may rely on instructions, directions, authorizations, and content of any Client Information provided by Client or its Payroll Information Provider without independently reviewing or confirming such with the Non-payroll Client. Client is solely responsible to ensure that all Client Information and Contribution Amounts, instructions, authorizations, and directions are accurate, complete, and adequate for their intended purpose.

1.11.1 Standardized Format. A Non-payroll Client acknowledges and understands that the successful collection of Client Information is dependent on the Non-payroll Client or its Payroll Information Provider providing it in a Standardized Format that, at the sole discretion of Paychex, is acceptable and capable of receipt by Paychex. Client agrees to provide all Client Information in the Standardized Format required by Paychex. A Non-payroll Client also represents and warrants that it or a designated third-party shall timely pay all required Contribution Amounts to the Plan timely and as otherwise required by applicable Laws.

1.11.2 Failure to Provide Client Information and Contribution Amounts. If Non-payroll Client or its Payroll Information Provider fails to timely provide Client Information and Contribution Amounts for each payroll processed, in a Standardized Format that, at the sole discretion of Paychex, is acceptable and capable of receipt by Paychex., Paychex shall have the right to terminate this Agreement and Client and Client Participants shall be subject to removal from the Plan as set forth herein. Non-payroll Client represents and warrants that it or a designated third-party shall timely pay all required Contribution Amounts to the Plan and as otherwise required by applicable Laws. In the event that any Contribution Amounts are not contributed to the Plan in a timely manner as required by the terms of the Plan and/or applicable Laws, the Non-payroll Client agrees that it shall be solely responsible and liable for any such Contribution Amounts, lost earnings, tax, interest or other amounts arising from the missing or untimely remitted Contribution Amounts. Should Paychex or another third party pay any Contribution Amounts, lost earnings, tax, interest, or other amounts arising from Contribution Amounts not contributed to the Plan or the untimely remittance of Contribution Amounts on behalf of the Non-payroll Client, the Non-payroll Client hereby authorizes and directs Paychex to immediately collect such amounts from the Client's Designated Bank Account.

Paychex shall not be responsible or liable for any errors or omissions (or the consequences thereof) that occur in connection with the Services, including, without limitation, errors relating to Contributions, Compliance Testing, and/or Reports, caused by untimely, erroneous, or incomplete Contribution Information provided by Non-payroll Client or its Payroll Information Provider or for information not provided to Paychex or not provided in a Standardized Format., nor is Paychex obligated to perform Services again as a result of receiving late, missing, or updated Client Information, including, without limitation, recalculating Compliance Testing and/or amending Reports. Paychex may perform any such Services again, including any recalculation and reissuance of Compliance Testing and/or amended Reports only upon receipt of the initial, missing, or updated Client Information and any applicable additional fees.

1.11.3 Transfer from Paychex as Payroll Provider. In the event that a Non-payroll Client previously received Services with a Paychex affiliate as the payroll provider, Client acknowledges that the Non-payroll Services cannot commence until Client notifies Paychex of its Payroll Information Provider, provides Client Information in a form acceptable to Paychex, and Paychex notifies the Non-payroll Client of the Non-payroll Service Effective Date. Accordingly, Client warrants and represents that it or its Payroll Information Provider will provide Paychex with required Client Information, in the Standardized Format required by Paychex, in a timely manner. Failure to do so grants Paychex the right to terminate this Agreement and Client and Client Participants shall be subject to removal from the Plan as set forth herein.

1.12 Additional Services. Provision of such other administrative services as Paychex and the Client agree. In the event Paychex provides additional services pursuant to this section, the Parties agree that the terms and conditions of this Agreement shall apply.

Section 2 – Plan Documents

2.1 Qualified Plan Documents. The Plan Document with respect to each Client shall consist of both a Basic Plan Document and an Adoption Agreement. The Plan Document shall be amended only pursuant to its terms. Only Paychex is authorized to amend the Basic Plan Document. Client, with the consent of Paychex, may amend the Adoption Agreement. To the extent that Client amends its Adoption Agreement without the consent of Paychex, Paychex shall have the right to terminate this Agreement and Client and Client Participants shall be subject to removal from the Plan as set forth herein. Client shall be responsible for reviewing, approving, and duly adopting the Plan (in its entirety) and executing an Adoption Agreement pursuant to its terms and in accordance with applicable Laws prior to Client's participation in the Plan and from time-to-time in order to align the Plan with Client's operations and as required by applicable Laws. Client shall promptly deliver to Paychex a copy of any amendment to the Plan Document adopted by Client. Client shall be solely responsible for ensuring that any Plan amendments are communicated to and duly implemented with their Payroll Information Provider(s). To the extent that Client duly approves any amendment to the Plan on the Client's Online Account or in another manner that is received by Paychex in an acceptable manner, Client authorizes and directs Paychex at its sole discretion to update its recordkeeping platform, coordinate any such update(s) for operational purposes with any Payroll Information Provider (e.g., by providing information contained in the amendment, etc.), or take such other action as required to provide the Services in accordance with the Plan document (including any amendment(s)) and applicable Law; provided, however, that nothing herein obligates Paychex to take any such actions. Paychex reserves the right to assess a Fee with respect to the maintenance of the Plan document. Any such Plan Document Fee shall be disclosed in accordance with applicable Laws.

2.2 Plan Restatement. From time-to-time, as Paychex determines in its sole discretion or as required by Law, Paychex shall amend and restate the Plan Document. To the extent required by such amendment and restatement, Client shall review, approve, duly adopt, and execute an updated Adoption Agreement which comports with the amended and restated Plan Document. In the event of a Plan Restatement, Client authorizes Paychex to provide notice of the Plan Restatement and an updated draft Adoption Agreement for Client's review, approval, adoption and execution on the Online Account.

Section 3 – Plan Investments

3.1 Plan Investment. By adopting and continuing to participate in the Plan, Client acknowledges that it has selected and approved the ERISA Section 3(38) Investment Manager set forth in the Plan and the Plan Investments for the Plan and that Paychex has not provided investment advice with regard to any such selections. The Investment Options available under the Plan are selected by the ERISA 3(38) Investment Manager. Client certifies and represents that there are no prior plan or other retirement plan assets attributable to the Client or to Client Participants that are held outside of the Plan or which have not been reported to Paychex, unless such assets are the assets of another qualified retirement plan, tax-sheltered annuity plan, non-qualified deferred compensation plan, individual retirement account, or other similar employee benefit plan. Client shall abide by the Plan Investment documents (e.g. prospectus, offering circular etc.) of any Plan Investment. The ERISA Section 3(38) Investment Manager is a Plan fiduciary with respect to Plan Investments and will establish and maintain an Investment Policy Statement. The ERISA Section 3(38) Investment Manager will select the Plan Investments and monitor and replace the Plan Investments in accordance with the Investment Policy Statement.

3.2 Deleted, Substituted, or Closed Plan Investment. In the event of a Plan Investment deletion, substitution, or closing, Client directs Paychex, in the absence of Client or Client Participant direction, to allocate Contributions and earnings in the deleted, substituted, or closed Plan Investments to the applicable Client Participants Qualified Default Investment Alternative. If the deleted, substituted, or closed Plan Investment is the affected Client Participant's Qualified Default Investment Alternative, then such amounts shall be allocated to the Plan Default Investment for investment until Paychex receives further instructions from Client Participant or a new Qualified Default Investment Alternative is selected by the ERISA Section 3(38) Investment Manager.

3.3 Default Investment Alternative. In the event that a Client Participant is credited with Contributions made prior to such Client Participant providing the ERISA Section 3(38) Investment Manager or Paychex direction for the investment of his or her Plan account(s), such account(s) shall be invested in the Plan's applicable qualified default investment alternative, as defined under Department of Labor Regulations, selected by the ERISA Section 3(38) Investment Manager made available to Client Participants, until such time as the Client Participant makes an affirmative investment election.

Section 4 – Trust & Master Custody Account

4.1 Trust. Paychex shall establish a Trust in connection with the Plan. The Trustee of the Plan shall be set forth in the Plan Document (the "Trustee"). By adopting and continuing to participate in the Plan, Client acknowledges that it has selected and approved the Trustee set forth in the Plan Document.

4.2 Master Custody Account. Client directs Custodian to hold all Plan Assets relating to Client Participants which are received by Custodian in a Master Custody Account located at the Bank. Funds held by the Custodian in the Bank shall be held in trust in the Master Custody Account pursuant to the terms of the applicable master custody agreement until they are either remitted to the Investment Funds or distributed pursuant to the terms of this Agreement. For clarity, the Custodian is only custodian of the Plan Assets while they are in the Master Custody Account.

4.3 Termination of Participation in the Plan. To the extent that the Client fails to transfer or liquidate all Plan assets which are held in the Master Custody Account after Client's participation in the Plan is terminated, Client agrees that the terms of this Agreement shall continue to apply to any invested funds which are held, liquidated, or disbursed through the Master Custody Account.

Section 5 – Duties of Client

5.1 Client as Participating Employer. Client is a Participating Employer in the Plan. Except with respect to the administrative duties of the Pooled Plan Provider described in section 413(e)(3)(A)(i) of the Code and other applicable Laws, the Client shall be treated as the plan sponsor with respect to the portion of the Plan attributable to Client Employees and Client Participants. In that capacity, Paychex may act on written directions from Client or its authorized designees (in original or facsimile transmission) or upon oral, telephone, or electronically transmitted direction or instructions that Paychex reasonably believes to be genuine. Client has and/or agrees to seek the advice of its attorney, tax advisor, accountant, and/or investment advisor, as the Client considers necessary, for matters relating to the Plan, including, but not limited to, the adoption of the Plan.

5.2 Client as Named Fiduciary. Pursuant to the terms of the Plan, Client acknowledges that it is a named fiduciary and the sole fiduciary responsible, for itself and Client Participants, with respect to the following items:

- The selection and monitoring of, in accordance with section 404(a) of ERISA, Paychex (as the Pooled Plan Provider) and any other person who, in addition to the Pooled Plan Provider, is designated as a named fiduciary of the Plan.
- Reviewing and approving all fees associated with the Plan, at the time the Client initially adopts the Plan and on an ongoing basis. By adopting the Plan and continuing to participate in the Plan after the Effective Date, Client, in its fiduciary capacity, represents and warrants that it has received and reviewed and understands all fees associated with the Plan and has determined (by itself or with the assistance of such advisor(s), as it may deem, in its sole judgment, necessary to employ) that such fees, including any fees paid from Plan assets, are reasonable for itself and Client Participants.
- Providing disclosures, notices and communications required by Title I of ERISA and other applicable Laws with respect to the Plan to all Client Participants and/or Client Employees (eligible for the Plan or otherwise), as applicable.

5.3 General Duties of Client. As a condition precedent for Paychex' performance of the Services, Client acknowledges and/or agrees to do the following:

- Take all actions required by applicable Laws, the terms of the Plan or this Agreement, including, but not limited to, approving, duly adopting, and executing all documents required to adopt and participate in the Plan.
- Execute and comply with all documents required by any third-party vendor that provides Client services pursuant to this Agreement.
- Send all transaction requests, Contribution Information, Contributions, and Client Information to Paychex (or its designated affiliate(s)), which is required for Paychex (or its designated affiliate(s)) to provide the Services and for the Plan to comply with Section 401(a) of the Code. Client agrees that it shall not send transaction requests, Contribution Information, Contributions, or Client Information directly to the ERISA Section 3(38) Investment Manager, the Investment Company, or the Trustee. If Client sends transaction requests, Contributions, and Client Information directly to the ERISA Section 3(38) Investment Manager, the Investment Company, the Trustee or any other Party

(other than Paychex (or its designated affiliate(s), Client acknowledges that Paychex will not be responsible for any resulting delays or errors in the Services.

- Execute all documents needed by Paychex to originate an electronic debit of amounts from Client's Designated Bank Account ("Electronic Funds Transfer" or "EFT" transactions) and to verify availability of funds in Client's Designated Bank Account(s).
- Designate to Paychex a bank account for the EFT of Contributions, Client Fees, or other amounts payable to the Plan or Paychex ("Designated Bank Account").
- Have available in Client's Designated Bank Account(s) sufficient funds in collectible form to cover EFT transactions or, at Paychex's (the Paychex affiliate's) sole option, to make payments by wire transfer or such other payment method as required by Paychex prior to the Funding Deadline.
- Provide Paychex promptly with all other necessary information, including any changes thereto, pertaining to Client Employees/Client Participants.
- Properly complete all forms, applications, agreements, and other requirements to permit or facilitate investment of assets in the Plan Investments.
- Create and retain any Plan records not provided by Paychex or any third-party providing services to Client.
- Maintain for the prescribed periods all required Plan records created by itself, Paychex or any other third party, including, but not limited to, documentation relating to enrollment, salary deferrals, investment elections, beneficiary designations, loans, and Distributions.
- Retain all records and documents pertaining to the Plan as required by applicable Laws. Client acknowledges that Paychex shall not retain records on behalf of Client, except as required by applicable Laws or as expressly set forth in this Agreement.

5.4 Participant Eligibility.

- Identify and regularly report to Paychex on no less than a monthly basis all Client Employees who are classified as owners, highly compensated employees, and key employees as those terms are set forth in the Code and applicable Laws.
- Identify Client Employees/Participants who are not eligible to participate in the Plan.
- Promptly, but in no event more than 30 days after such change occurs, provide Paychex with any changes pertaining to any Client or Client Employee's identity, employment status, classification as an owner, highly compensated employee, or key employee, or eligibility of Client Employees or Client Participants, or other required Client Information.

5.5 Compliance. Determine compliance of salary deferrals and other Contributions with applicable IRS limits for each Client Participant with respect to each separate Client's portion of the Plan.

5.6 Distribution Eligibility. Report to Paychex eligibility for Distributions made on account of termination of employment with the Client, death, or disability (as applicable), and any other eligible Distributions permitted by the Code and the Plan or any other Distribution required by law. As the Pooled Plan Provider, Paychex shall have discretion to determine whether a Client Participant or beneficiary is entitled to a distribution based on all available information, including Client Information.

5.7 Review Participant Disclosures. Client agrees that it will review all draft Participant Disclosures prepared by Paychex and delivered to Client prior to distribution. As set forth in Section 1.8 above, in the event that Client does not provide an affirmative response to Paychex with respect to any such Participant Disclosure within three (3) business days after any such Participant Disclosure is delivered to Client, Client authorizes and directs Paychex to treat the Participant Disclosure as if it were approved in final form for purposes of providing or distributing such Participant Disclosure.

5.8 Provide Client Information to Paychex.

- Provide all Client Information, including such Client Confidential Information, that is necessary for Paychex (or any other party providing Services with respect to the Plan) to provide the Services contemplated by this Agreement and to maintain the Plan's compliance with applicable Laws.
- Execute and/or provide any other documents or information that is necessary or required for Paychex or the Plan to comply with applicable Laws or that Paychex requests or requires to perform its responsibilities under the Agreement, up to and including, where applicable, taking all necessary corporate action.
- Determine if Client is a member of a controlled group of corporations (as defined in Section 414(b) of the Code as modified by Section 415(h) of the Code), commonly controlled trades or businesses (as defined in Section 414(c) of the Code as modified by Section 415(h) of the Code) or affiliated service group (as defined in Section 414(m) of the Code). Inform Paychex of other retirement plans it sponsors and controlled groups or affiliated service groups of which it is a member.

Client acknowledges and agrees it is solely obligated to provide timely and accurate Client Information necessary for Paychex, or another party providing Services, with respect to the Plan to provide the Services. If Client does not timely provide such Client Information or Paychex (or any other party providing Services with respect to the Plan) determines in its sole discretion that any part of the Client Information provided to Paychex is facially inaccurate, logically implausible, or otherwise suspect, Client (i) authorizes and directs Paychex (or such other party providing Services) to use a commercial locator service or other means to obtain the Client Information; (ii) acknowledges and agrees that Paychex or any other party that provides Services with respect to the Plan may rely on the obtained Client Information as accurate without verifying it or taking any other action; and (iii) authorizes and directs charging reasonable costs incurred for obtaining Client Information to the Plan accounts of Client Participants. Client further understands it shall be solely responsible for errors or any other effects, if any, that result from reliance on Client Information obtained pursuant to this paragraph.

5.9 Miscellaneous Provisions of the Adoption Agreement. Client acknowledges and agrees that the Miscellaneous Provisions of the Client's Plan Adoption Agreement as set forth therein and executed by the Client are approved and made part of this Agreement.

5.10 Correcting Excess Employee Contributions.

5.10.1 In General. If Paychex records indicate that a Client Participant has made Contributions to the Plan in excess of the contributions permitted by Section 402(g) or 414(v) of the Code for any plan year, Client directs Paychex to return such excess to the affected Client Participant, subject to

the rules set forth below. Client understands and agrees that, except as expressly set forth herein, neither Paychex nor Paychex records shall take into account contributions made to any other plan or arrangement. Client also agrees that Paychex shall have no duty or obligation to determine whether a Client Participant's aggregate contributions to all retirement plans or arrangements exceed the limits of Section 402(g) or 414(v) of the Code for any particular plan year. Further, notwithstanding the foregoing, in the event Paychex is unable to return such excess to the Client Participant because the affected Client Participant maintains a balance in an SDBA or for any other reason, Client acknowledges and agrees that Paychex will not return such excess to the Client Participant. Nothing set forth herein shall prohibit Client or the Client Participant from directing Paychex in writing to return amounts in excess of Section 402(g) or 414(v) of the Code to the Client Participant, provided that Paychex is able to do so.

5.10.2 SIMPLE IRA To Safe Harbor Plan Conversion. Notwithstanding the foregoing, if the Plan is a safe harbor 401(k) plan for the plan year in which it is established and Client also sponsored and maintained a SIMPLE IRA and terminated such SIMPLE IRA (the "Terminated SIMPLE IRA") in the same calendar year in which the safe harbor 401(k) Plan is established to replace the Terminated SIMPLE IRA as permitted by law, Client directs Paychex to return to each affected Plan Client Participant any Client Participant Contributions made by the Client Participant in excess of the contributions permitted by Section 402(g) or Section 414(v) of the Code for the plan year. Such excess, if any, shall be determined using the weighted average of the combined contributions to the Terminated SIMPLE IRA and the Plan for the calendar year as determined in accordance with IRS Notice 2024-2 and using the Client Information provided to Paychex by Client. As a prerequisite to executing the direction or performing the Services described in this paragraph, Client agrees to provide to Paychex in a timely manner and in such form as required by Paychex accurate and complete records of all employee contributions to the Terminated SIMPLE IRA for such calendar year, which shall constitute Client Information.

Section 6 – Collection and Processing of Contributions and Investment Instructions

6.1 Collection of Contributions. Client authorizes Paychex to collect all Contributions, other than a Conversion Asset Contribution, for each payroll through an EFT from Client's Designated Bank Account(s), or such other payment method as required by Paychex when due ("Contribution EFT") as set forth below.

6.1.1 Multi-Debit Clients. For Multi-Debit Clients, Paychex typically initiates the Contribution EFT on the date of the Client Participant's paycheck that corresponds to the Contributions.

6.1.2 Single Debit Clients. For Single Debit Clients, Paychex typically initiates an EFT for all amounts due to Paychex for a payroll processed by the Single Debit Client, including Contributions which are due pursuant to this Agreement, one (1) Business Day prior to the date of the Client Participant's paycheck that corresponds to the Contributions ("Single Debit EFT"). Paychex holds the funds collected from the Single Debit Client in a Paychex account until they can be segregated, generally the date of the Client Participant's paycheck that corresponds to the Contributions, and then processes the Contributions in accordance with Section 6.1.1.

6.1.3 Non-payroll Clients. For Non-payroll Clients, Paychex initiates the Contribution EFT following receipt of the Contribution Information from Client or its Payroll Information Provider.

6.1.4 Insufficient Funds. Client agrees that the funds representing the Contributions must be on deposit in Client's Designated Bank Account(s) in collectible form and in sufficient amount on the day the Contribution EFT or the Single Debit EFT is presented and in full compliance with ERISA, the Code, and applicable regulations under ERISA and the Code. **If sufficient funds are not available, remittance of Contributions may be delayed.**

6.1.5 Payroll Corrections. In the event that payroll processes a negative correction to Plan Contributions, there are instances that these amounts are returned to the Client ("Returned Amounts"). If the payroll correction occurs as a separate transaction from the original Contribution amounts which are sent to Paychex (or its designated affiliate(s)), Client authorizes Paychex to collect Returned Amounts from the Client through EFT from the Client's Designated Bank Account.

6.2 Processing of Investment Instructions and Contributions. The processing of investment instructions and Contributions requires the transmittal of Client Participant investment instructions to the Transmittal Vendor who transmits the instructions to the Investment Companies.

6.2.1 Transfer to Master Custody Account. Client authorizes Paychex to transfer all Contributions it receives to the Master Custody Account pending processing of the Contribution in accordance with the instructions of the Client Participant or Client. Client further authorizes Paychex to use one or more accounts to facilitate the transfer of the Contributions to the Master Custody Account. Generally, any Contributions Paychex receives by a Contribution EFT are deposited in the Master Custody Account on payroll check date, or, if the Contribution EFT is not related to a specific payroll check date, upon receipt of the Contribution by Paychex.

6.2.2 Forwarding Investment Instructions to Transmittal Vendors. Generally, PSC forwards Client and Client Participant investment instructions to the Transmittal Vendor for investment on the third (3rd) Business Day following the date that the Contribution EFT is deposited in the Master Custody Account. For Conversion Assets that have been received by Paychex, PSC generally forwards Client and Client Participant investment instructions to the Transmittal Vendor for investment on the third Business Day following the date that Paychex receives signed investment instructions from Client as set forth in Section 14.

6.2.3 Investment of Contributions. On the first Business Day following the forwarding of the investment instructions to the Transmittal Vendor, Paychex remits the Contributions for executed trades based on the investment instructions for investment ("Settlement Date"). Paychex transfers the Contributions from the Master Custody Account to a non-interest-bearing account of PSC on Settlement Date, and PSC forwards the Contributions by the close of business on Settlement Date. In certain circumstances, Paychex will forward investment instructions to the Transmittal Vendor more than three (3) Business Days following the date that Paychex initiates the Contribution EFT or receives the Conversion Assets. Those circumstances include the following: (i) in instances of insufficient Contribution funds; (ii) missing information; (iii) data reconciliation issues; (iv) failure of Client to provide required direction, forms or applications, or to complete other requirements to establish investment capabilities with the Investment Company selected by Client; (v) incomplete processing; (vi) in the event the applicable Plan Investment is not available to receive Contributions; or (vii) instances where transfer is beyond Paychex' (or its designated affiliate's) control. In no event will Paychex send Contributions to the PSC account until Paychex has completed processing them.

6.3 Participant Investment Direction Not Received. If Paychex receives any Contributions on behalf of a Client Employee or Client Participant from Client that Paychex has not received (i) investment instructions; (ii) investment instructions in proper form; or (iii) clear investment instructions, Paychex shall forward such Contributions as follows:

- Paychex shall forward such Contributions for automatically enrolled Client Participants to the Plan's Default Investment until Paychex receives further instructions from Client or Client Participant. If the Client Participant fails to provide investment direction for Contributions processed in accordance with the provisions of this section within ninety (90) days from the earliest payroll date that corresponds to such Contributions, Paychex shall forward such Contributions and any associated investment earnings to the affected Client Employees' or Client Participants' Qualified Default Investment Alternative on the first Business Day following the end of the ninety (90) day period. Contributions received after the ninety (90) day period shall be invested in the applicable Qualified Default Investment Alternative until Paychex receives further instructions from Client or Client Participant. In the event that the applicable Qualified Default Investment Alternative is not available to receive such Contributions, Client directs Paychex to retain such Contributions in the Plan Default Investment for investment until Paychex receives further instructions from Client or Client Participant, or until a new Qualified Default Investment Alternative is selected by the Section 3(38) Investment Manager.
- Forward all other such Contributions to the applicable Qualified Default Investment Alternative for investment until Paychex receives further instructions from Client or Client Participant. In the event that the applicable Qualified Default Investment Alternative is not available to receive such Contributions, Client directs Paychex to forward such Contributions to the Plan Default Investment for investment until Paychex receives further instructions from Client or Client Participant, or until a new Qualified Default Investment Alternative is selected by the Section 3(38) Investment Manager.

6.4 Plan Investment Direction Not Received. In the event Paychex receives any Contributions from Client that (i) Client directs Paychex not to allocate to a Client Participant's account; (ii) Paychex cannot identify the Client Participant for which the Contributions are made, or (iii) Client fails to provide direction. Client directs Paychex to forward such Contributions to the Plan Default Investment until Paychex receives further instructions from Client.

6.5 Trade Restriction. If Paychex receives any Contributions on behalf of a Client Participant designated for a Plan Investment that it cannot trade because the Investment Company or has identified the Plan Investment as having a Trade Restriction (as described in this Section or otherwise defined in Schedule A), Paychex shall, upon becoming aware of the Trade Restriction, (i) notify the Client of the Trade Restriction; (ii) forward such portion of the Contribution and any future Contributions designated to that Plan Investment to the applicable Qualified Default Investment Alternative for investment until Client provides written instructions to the contrary; or (iii) in the event the Plan Investment that becomes subject to a Trade Restriction is the Qualified Default Investment Alternative, return such Contributions or future Contributions to the Master Custody Account until Client provides further instructions.

6.6 Automatic Debit of Identified Employer Contributions. Client authorizes Paychex to process EFT transactions from Client's Designated Bank Account for all Safe Harbor, Non-Elective, Year-End Matching, top-heavy, and all other Contribution Amounts Due that Client is required to make to the Plan. Client shall designate which Contributions shall be made using the Automatic Debit of Identified Employer Contributions Service. The EFT will be made as the Safe Harbor, Non-Elective, Year-End Matching, or other Contribution Amounts Due become due to the Plan and will be based on (i) the options selected in Client's Adoption Agreement; and (ii) calculations performed by Paychex. The frequency of the EFT will depend upon the allocation frequency selected by the Client. Paychex will e-mail Client at Client's designated e-mail address at least fifteen (15) calendar days prior to each EFT and direct Client to access the Online Account to review the pending EFT and notify Paychex of any changes to the Safe Harbor, Non-Elective, Year-End Matching, or other Contribution Amounts Due or the date the EFT will process. Client is solely responsible for reviewing the information on the Online Account and requesting any changes prior to the date of the EFT. Client must request any changes to the Safe Harbor, Non-Elective, Year-End Matching, or other Contribution Amount Due or the date that the EFT will process at least two (2) or more business days prior to the EFT processing date. Client shall have funds available in collectible form on the day that Paychex presents its EFT. Client is solely responsible for providing Paychex its current e-mail address and Paychex shall not be responsible for any failure by Client to receive or review the e-mail provided it was sent to the address provided by Client. In the event Client opts out of the automatic debit for all Safe Harbor, Non-Elective, Year-End Matching, or other Contribution Amounts Due, Client shall be solely obligated to remit any required Safe Harbor, Non-Elective, Year-End Matching, and/or other Contribution Amounts Due to Paychex at least two (2) business days prior to the date they are due to the Plan, and Client shall be solely responsible for any compliance failures resulting from Client's failure to remit required Safe Harbor, Non-Elective, Year-End Matching, or other Contribution Amounts Due, as required. In the event Client terminates its participation in the Plan, Client authorizes Paychex to process EFT transactions from Client's Designated Bank Account for any required Safe Harbor, Non-Elective, Year-End Matching, or other Contributions Amounts Due that Client is required to make to the Plan.

Section 7 – Distributions and Disbursements

7.1 Distributions.

7.1.1 Distribution Requests. Client directs Paychex to process all Distribution requests from Client Participants that are received in proper form and generate a liquidation request to the Plan Investment(s). Liquidated funds are generally transferred to the PSC account and forwarded to the Master Custody Account by the end of the same Business Day as receipt of said funds by the PSC account. Distribution proceeds may be requested by check, EFT, wire transfer, or such other means of transfer delivery as agreed to by Paychex. Distribution checks generally will be mailed no later than three (3) Business Days after funds are transferred to the Master Custody Account. EFTs generally are processed within two (2) Business Days after funds are transferred to the Master Custody Account. Wire transfers generally are processed one (1) Business Day after funds are transferred to the Master Custody Account.

7.1.2 Automatic Rollover Distributions. Client or Client Participants shall report to Paychex all information necessary or required for Paychex to make Automatic Rollover Distributions from the Plan. As the Pooled Plan Provider, Paychex shall direct Automatic Rollover Distributions based on such information.

7.1.3 Required Minimum Distributions. Client or Client Participants shall report to Paychex all information necessary or required for Paychex to make Required Minimum Distributions from the Plan. As the Pooled Plan Provider, Paychex shall make Required Minimum Distributions based on information provided by Client or Client Participants.

7.1.4 Involuntary Distributions. Paychex will process involuntary distributions in accordance with the terms of the Plan.

7.1.5 Forfeitures as a Result of Distributions. Client acknowledges that Plan Forfeitures that arise from Distributions of non-vested Contributions to Client Participants will be forwarded to the Plan's Forfeiture Account and will be invested in the Plan Default Investment. Forfeitures will remain in the Forfeiture Account until such time as those amounts are used in accordance with the terms of the Plan.

7.1.6 Optional Participant Services. As part of the Services, Client agrees that Paychex may offer Client Participants certain third-party services, products and/or offerings, including, without limitation, certain annuity or rollover distribution offerings made available on the Paychex Platform and/or an Online Account ("Optional Participant Services"). Client acknowledges that Optional Participant Services are (i) solely provided by a Vendor, and that Paychex is not responsible for any acts or omissions of a Vendor, including, without limitation, those related to the security or confidentiality of any Information on a Vendor's systems and/or servers; and (ii) subject to the Third-Party Services and Online Account provisions. Paychex may receive compensation from a Vendor for the Optional Participant Services.

7.1.6.1 Enrollment. Client Participants may, elect to enroll in an Optional Participant Service by agreeing to (i) any applicable Paychex Terms of Use; (ii) any additional third-party terms and conditions and/or privacy policies a Vendor may require, which may govern Client Participant's enrollment and/or use; and (iii) Vendor's fees, if applicable, to utilize the Optional Participant Service. If a Client Participant elects to utilize the Optional Participant Services, Client authorizes Paychex to facilitate such Optional Participant Service based on information received from Vendor and/or Client Participant as needed to perform the Optional Participant Service. Client acknowledges that Client Participants may be required and/or allowed to access the Optional Participant Service directly, by logging into a Vendor site, or indirectly through the Paychex Platform ("Single Sign-On" or "SSO"). Client agrees and acknowledges that Paychex is not providing, and its actions should not be construed as providing, legal or financial advice or an endorsement of Vendor or Vendor's services. Further, Client agrees and acknowledges that (i) Paychex is not acting in a fiduciary capacity with respect to the Plan, the Client and/or Client's Participants in connection with providing any Optional Participant Service; and (ii) nothing relating to the Optional Participant Service shall cause Paychex to be a fiduciary with respect to such product or services.

7.1.6.2 Transmittal of Information. If a Client Participant elects to utilize a Optional Participant Service, Client authorizes Paychex to transmit Client and Client Participant information to the Vendor, which may include, but shall not be limited to, (i) Client ID, (ii) Client Participant's personal information, including, but not limited to, name, address, phone number, email address, date of birth or age range, Social Security number, employer name, and employment status, and (iii) Client Participant's Plan account information, including but not limited to, Plan account number, Plan account type, Plan account distribution eligibility status, applicable Plan investment options or elections, and Plan account balance, if applicable. When a Client Participant elects or enrolls in an Optional Participant Service, Client understands and agrees that such Optional Participant Service cannot be facilitated by Paychex until Client Participant provides (i) all documents and/or information necessary to complete the Distribution; and (ii) authorization to Paychex to transmit to the Vendor the Client Participant's Paychex Plan account ID, the transaction information, and all other information necessary to complete the Distribution.

7.2 Stale Check Procedure.

7.2.1 Direction to Use Stale Check Procedure. Client directs Paychex (or its delegate) to process Distributions to Client Participants which remain uncashed or are otherwise returned if made by EFT, wire, or such other means of transfer one hundred and eighty (180) days after the Distribution was made ("Stale Checks") in accordance with the procedures set forth herein.

7.2.2 Stale Check Vendor. Client further directs Paychex to use a third-party vendor ("Stale Check Vendor") to perform some or all of the procedures set forth below. As of May 11, 2024, the Stale Check Vendor is Mid Atlantic Trust Company. Paychex reserves the right to change the Stale Check Vendor for purposes of this Agreement at any time and for any reason.

7.2.3 Individual Retirement Account (IRA). In the event that a Client Participant is either not located or does not respond, Client directs that an individual retirement account in the name of the Client Participant be established at a financial institution and any eligible Stale Check(s) (less any applicable fees) be deposited into the IRA. As of the Effective Date of this Agreement, the Client acknowledges and directs that the financial institution authorized to receive Stale Checks and establish IRAs for this purpose is Mid Atlantic Trust Company For purposes of this section, an eligible Stale Check shall include any Distribution which is eligible to be deposited into an IRA pursuant to applicable regulations.

7.2.4 Missing Participant Search. The Stale Check Vendor will perform a Missing Participant Search. If a missing Client Participant is located, a notice will be sent to the Client Participant and the Client directs the Stale Check Vendor to process the Stale Check as set forth herein. If the Missing Participant Search does not locate the Client Participant, the Client directs the Stale Check Vendor to set up an IRA in the Client Participant's name at the applicable financial institution for such IRAs (as set forth herein) and deposit the eligible Stale Check into the IRA account. Client Participant will be assessed the Stale Check Distribution Fee.

7.2.5 Fees. Client directs the Stale Check Vendor, to assess the Stale Check Fees set forth on the then current Fee Disclosure and disclosed to the Client Participant by the Stale Check Vendor against the funds associated with the Client Participant's Stale Check. All Stale Check Fees are paid from the funds associated with a Client Participant's Stale Check. If the funds associated with a Client Participant's Stale Check are less than the Stale Check Fee, the Stale Check Fee will be the amount of the Stale Check and will be charged to the Client Participant by Paychex or the Stale Check Vendor.

7.2.6 Missing Participant Search Fee. If any notice mailed to the Client Participant's address on record with Paychex is returned by the United States Postal Service as undeliverable, the Stale Check Vendor will charge the Client Participant a Missing Participant Search Fee, in accordance with

the procedures set forth below. Client directs the Stale Check Vendor to assess the Missing Participant Search fee against the funds associated with the Client Participant's Stale Check.

7.2.7 Procedure.

7.2.7.1. Review of Outstanding Distributions. The Stale Check Vendor will regularly review outstanding Distributions. Any eligible Distributions which remain uncashed after one hundred and eighty (180) days will be considered a Stale Check and a Stale Check Fee will be assessed against the Stale Check.

7.2.7.2. Stale Check Vendor Mailing. The Stale Check Vendor will mail a notice each Client Participant whose Stale Check exceeds the Stale Check Fee at the Client Participant's address on record with Paychex or the Stale Check Vendor.

7.2.7.3. Participant Contacts Stale Check Vendor. In the event the Client Participant contacts the Stale Check Vendor, the Stale Check Vendor will distribute the Stale Check as directed by the Client Participant and assess the Stale Check Distribution Fee.

7.2.7.4. Notice is Not Returned or Returned as Not Deliverable. In the event the notice to the Client Participant regarding a Stale Check in excess of the Stale Check Fee is returned to the Stale Check Vendor as not deliverable, the Client directs the Stale Check Vendor to take the actions set forth in Section 7.2.7.5., provided that the Stale Check amount represents an eligible rollover distribution. In the event the notice to the Client Participant regarding a Stale Check in excess of the Stale Check Fee is not returned to the Stale Check Vendor and Client Participant or Plan does not respond after sixty (60) days from the date the notice regarding a Stale Check in excess of the Stale Check Fee is mailed, the Client directs the Stale Check Vendor to take the actions set forth in Section 7.2.7.5, provided that the Stale Check amount represents an eligible rollover distribution. In any case, to the extent that the Stale Check amount does not represent an eligible rollover distribution, the Client directs the Stale Check Vendor to take such actions as it deems necessary (in its sole discretion) to escheat such Stale Check amount to the applicable state.

7.2.7.5 Modification of Stale Check Procedure. Paychex may modify any term of the Stale Check Procedure upon thirty (30) days written notice to Client of such change and the effective date of the change. Client shall be deemed to have accepted and agreed to such changes unless Client terminates the Service Agreement. Client agrees that Paychex may provide notice of a modification of the Stale Check Procedure by notifying Client that the modification may be accessed on the Online Account. Paychex will provide a printed copy of the Stale Check Procedure and any amendments upon Client's request.

7.3 Paychex Compensation and Fee Disclosure

7.3.1 Fee Disclosure. Paychex will provide disclosure of the fees and other compensation Paychex will earn from assets held in the Plan ("Fee Disclosure").

7.3.2 Initial Disclosure. Paychex will provide Fee Disclosure to prospective Clients prior to entering into the Agreement. Client acknowledges that Paychex has provided Client the required Fee Disclosure reasonably in advance of the date the Parties entered into the Agreement.

7.3.3 Ongoing Disclosure. Paychex will update the Fee Disclosure from time to time or as required by applicable Laws, if earlier. Client authorizes Paychex to provide Client any updated Fee Disclosure electronically on the Online Account. In the event Paychex provides updated Fee Disclosures electronically on the Online Account, Paychex will update Client's Fee Disclosure and make the updated Fee Disclosure available to Client as soon as administratively practicable. In the event Paychex does not provide Client's updated Fee Disclosure electronically on the Online Account, Client authorizes Paychex to provide Client's updated Fee Disclosure by email at the email address supplied by Client. In the event Client cannot access its Fee Disclosure, or requires a hard copy, Client may contact the Client Service Center and Paychex will send Client an updated Fee Disclosure.

7.4 Consent to Receipt of Paychex Compensation. Client acknowledges and agrees that the compensation and other fees Paychex receives as identified in this Agreement and in the Fee Disclosure, are, individually and collectively reasonable and, not more than "adequate consideration" for the Services. Client consents to the receipt by Paychex of the Paychex Compensation.

7.5 Paychex Compensation. Paychex receives (i) administrative fees from Client and/or the Plan, including fees for Additional Services requested by Client ("Administrative Fees"); (ii) fees from Client Participants ("Participant Fees"); (iii) balance credits, interest or earnings on amounts collected from Client prior to Distribution or investment ("Interest"); and (iv) fees and other payments from third-party vendors providing services to the Plan ("Third-party Payments") (collectively "Paychex Compensation"). Paychex pays a certain portion of the amounts that it collects to third-party service providers that also provide services with respect to the Plan, which are described in the Fee Disclosure.

7.6 Fees. Further to Part B regarding Fees and Contribution Amounts, Paychex receives compensation in the form of Administrative Fees from the Client and/or from the Plan, if the Client has directed Paychex to directly bill the Plan for some or all of the Administrative Fees. Client's Administrative Fees are disclosed on Client's Fee Disclosure. In the event that Client pays any Administrative Fees in advance, Client acknowledges that Administrative Fees for a quarter are non-refundable once Services are provided during the quarter. For Retirement Services Included Clients, Monthly Administrative Fees, Per Participant Monthly Fees and the Setup Fee are included in the recurring periodic fee for the bundled suite of services for which the Retirement Services Included Client contracted. Retirement Services Included Clients also will be invoiced and responsible to pay Pooled Employer Plan Fees, Plan Document Fees, and/or Additional Service Fees if they have elected Services that require Additional Service Fees (as applicable). If the Client is a Retirement Services Included Client, the Client, in its capacity as the named fiduciary of the Plan for purposes of Plan fees, authorizes and directs Paychex to collect from Plan assets, including relevant Client Participant accounts, the pro-rata portion of the Per-Participant Monthly Fees that are attributable its Client Participants who have terminated from employment with the Client.

7.6.1 Monthly Administrative Fees. Monthly fee charged to Client for basic recordkeeping services. Monthly Administrative Fees are collected monthly. For Retirement Services Included Clients, Monthly Administrative Fees are included in the recurring periodic fee for the bundled suite of services for which the Retirement Services Included Client contracted.

7.6.2 Plan Document Fees. Fee charged to Client for the plan document Services described in Section 2, including any Amended Plan Document ("Plan Document Fees").

7.6.3 Pooled Employer Plan Fee. Annual fee charged to Client and collected monthly. Pooled Employer Plan Fees are charged to Clients or Client Participants, as applicable, for the ongoing administration of the Pooled Employer Plan. Retirement Services Included Clients pay Pooled Employer

Plan Fees, which are in addition to the recurring periodic fee for the bundled suite of services for which the Retirement Services Included Client contracted.

7.6.4 Per Participant Monthly Fees. Monthly per Participant fee charged for each Client Participant participating in the Plan. Per Participant Monthly Fees are collected monthly. For Retirement Services Included Clients, Per Participant Monthly Fees are included in the recurring periodic fee for the bundled suite of services for which the Retirement Services Included Client contracted.

7.6.5 Setup Fee. Fee charged when Client begins participating in the Plan and Client Participants' recordkeeping accounts are setup on the Paychex recordkeeping platform ("Setup Fee"). All Setup Fees are non-refundable after Paychex provides Client with the Adoption Agreement. In the event a Setup Fee is paid through Plan assets and a refund is granted prior to delivery of the Adoption Agreement, the Client authorizes any refund of the Setup Fee to be paid to Client versus a refund issued back to the Plan or Client Participants' Plan accounts. For Retirement Services Included Clients, Setup Fees are included in the recurring periodic fee for the bundled suite of services for which the Retirement Services Included Client contracted.

7.6.6 Additional Service Fees. Additional Service Fees consist of fees for any Additional Services requested by Client, including Retirement Services Included Clients. Additional Service Fees include, but are not limited to, Plan Transfer, Participation Termination and Residual Plan Activity Fees.

7.6.7 Plan Transfer and Participation Termination Fees. In the event that Client transfers Plan assets attributable to Client Participants to another Plan, or otherwise terminates its participation in the Plan, Paychex may charge certain fees for Additional Services involved in transferring or liquidating Plan assets which are disclosed on Client's Fee Disclosure at the time of the liquidation of Plan assets ("Plan Transfer and Participation Termination Fees"). Plan Transfer Fees and Participation Termination Fees will not be assessed in the event that Client transfers its Plan assets attributable to Client Participant or terminates its participation in the Plan due to replacement of the current Custodian initiated by Paychex. The Plan Transfer and Participation Termination Fees shall be considered an Additional Service Fee and are in addition to Administrative and Participant Fees incurred through the date the Plan assets attributable to Client Participants are either transferred or liquidated. Plan Transfer and Participation Termination Fees will be collected from the Client Participants' assets unless otherwise directed in writing by Client.

7.6.8 Residual Plan Activity Fee. Fee charged for residual Plan activity following the transfer or liquidation of Client Participant assets as described in Client's Fee Disclosure.

7.7 Invoicing Fees. Paychex invoices Clients no less than each month. A Client's invoice includes the Client's Pooled Employer Plan, Monthly Administrative, Plan Document, and Per Participant Monthly Fees, the Setup Fees and any Additional Service Fees assessed. Retirement Services Included Clients receive an invoice detailing the total cost for all the services they receive pursuant to the agreement they executed for a bundled suite of services, including (except as expressly set forth herein) the Services provided pursuant to this Agreement. A Retirement Services Included Client's invoice will also include the Pooled Employer Plan Fees incurred by the Retirement Services Included Client. In the event that a Retirement Services Included Client terminates or is terminated from any agreement which includes the Services but elects to continue with the Services provided pursuant to this Agreement, Client agrees to pay the then current Service Fees for the Services and Paychex shall provide former Retirement Services Included Client with an invoice each month detailing the Service Fees. Client agrees to pay the Service Fees for the Services in accordance with this Agreement. Client Fees are subject to change at any time with thirty (30) days written notification to Client.

7.8 Return of Concessions. All payments made to Paychex either directly from the Investment Companies or from a Third-party Transmittal Vendor who transmits purchase and redemption Orders to the Investment Options for services provided by Paychex ("Concessions") are returned to the Plan accounts of Client Participants. The cost for such Service is included in the Pooled Employer Plan Fee. Client may elect to pay its Pooled Employer Plan Fees each month either (i) via Direct Payments from Client ("Direct Payment"), or (ii) pro-rata from the Client Participant balances in the plan ("Pro-rata Payment"); or (iii) by allocating the Pooled Employer Plan Fee between Direct Payments and Pro-Rata Payments. Client's invoice will contain the allocation of Client's invoicing election. In the event Client elects to pay the Pooled Employer Plan Fees from Plan assets, either in whole or in part, and the Plan assets attributable to the Client and Client Participants are not sufficient to pay the Pooled Employer Plan Fee, Client will be responsible to remit the remaining amount of the Pooled Employer Plan Fee.

7.9 Participant Fees. Client authorizes Paychex to charge Client Participant accounts the Participant Fees incurred for specific services provided to Client Participants by Paychex or a third-party vendor at either the Client Participant's direction or the direction of Client as set forth in Client's then current Fee Disclosure. Such services include, but are not limited to, Distribution of Plan assets, loan origination fees, QDRO determination fee, and fees assessed for processing Stale Checks. Paychex, or the third-party vendor, collects the Participant Fees directly from such Client Participant's vested assets under the Plan. In the event that a Client Participant's balance is less than the applicable Participant Fee, Client authorizes and directs Paychex to assess the Participant Fee against the Client Participant's remaining balance.

7.10 Interest on Contributions and Other Amounts Held by Paychex. Paychex and its subsidiaries may receive additional compensation consisting of Interest from the financial institutions that hold custody of Contributions, pending Distribution proceeds, and other fees that are maintained prior to remittance.

7.10.1 Master Custody Account. The Custodian may pay to Paychex Interest on the amounts held in the Master Custody Account based on (i) the amount of Contributions in the Master Custody Account between the date the Contributions are deposited into the Master Custody Account and the date that Paychex completes its processing of such Contributions and forwards them to PSC; (ii) the amount of Distribution proceeds in the Master Custody Account between the date the funds are liquidated and deposited into the Master Custody Account and the date that either the Distribution checks are presented for payment or Distribution funds are wire transferred, electronically transferred through an EFT, or transferred by some other means of transfer delivery agreed to by Paychex from the Master Custody Account; or (iii) the amount of Redemption Fees held prior to remittance to the appropriate Plan Investment. Unless otherwise provided for in the Fee Disclosure, Paychex may also receive additional Interest based on the amount of Contributions from Single Debit Clients held in any Paychex account prior to the Contributions being transferred to the Master Custody Account. Paychex does not control when Client Participants will present a check for payment. Amounts paid by Custodian to Paychex are disclosed in the Fee Disclosure. The Fee Disclosure statement details the then current formula from which receipt of Interest on amounts held in the Master Custody Account by Paychex is calculated.

7.10.2 Paychex Single Debit Clients. Paychex earns Interest on Contributions collected prior to being remitted to the Master Custody Account. Paychex collects Contributions from Single Debit Clients typically on the day before check date and transfers them to a Paychex account until check date. The Contributions are transferred to the Master Custody Account on check date. Paychex receives Interest on the funds in the Paychex account based on the value of balances maintained in the account during the month, which can be used to offset balance-based bank service charges incurred by Paychex. The Interest is calculated by multiplying the average balance in the account which can be invested by an earnings credit rate times the number of days in the month, divided by the number of days in the year. The earnings credit rate is set by the bank in which the account is held. The Fee Disclosure statement details the then current formula from which receipt of Interest on amounts held in the Paychex account is calculated.

7.10.3 Security Deposit. Paychex may, in its sole discretion, require a Security Deposit from Client. Client waives any right to Interest that may accrue on said Security Deposit or any other amounts received by Paychex pursuant to this Agreement.

7.11 Third-party Payments from Vendors. In the event that Client or Client Participants utilize available third-party vendor services, Client acknowledges that the third-party vendor may receive fees from the Client, Plan, or Client Participants for services provided to the Plan ("Third-party Fees"). Client acknowledges that Paychex may receive a portion of the Third-party Fees from the third-party vendor. Client agrees that Paychex may receive such Third-party Payment and Client acknowledges that receipt by Paychex of the Third-party Payments is part of the compensation for its performance of Services under this Agreement. Client acknowledges that as a result of Paychex' receipt of the Third-party Payments, the Client's Fees under this Agreement are less than they likely would otherwise be, and that Client has taken the Third-party Payments into consideration in determining that the overall fees paid by the Plan under the Agreement are reasonable. Third-party Payments vary depending on the third-party services, if any, selected by Client. Client's then current Fee Disclosure details the Third-party Payments Paychex receives from third-party vendors providing services to the Plan.

7.12 Fees Received by Third-party Vendors. Paychex collects and remits certain Third-party Fees directly to the third-party vendors and Client authorizes Paychex to collect and remit such Third-party Fees to the third-party vendors.

7.13 Payment of Fees from Plan Assets.

7.13.1 Payment from Plan Assets. A Client may direct Paychex to collect all fees pro-rata from Plan assets provided that the Plan has sufficient assets, as determined by Paychex. However, notwithstanding the general rule set forth herein, the following rules shall apply.

7.13.2 Administrative Fees. In the event Client directs Paychex to collect Administrative Fees from Plan assets, Client authorizes Paychex to collect the Administrative Fees pro-rata from the Plan assets relating to Client Participants. In the event Client elects to pay Administrative Fees and is so permitted, including the Pooled Employer Plan Fee from Plan assets, and the Client Participants' assets under the Plan are not sufficient to pay the Administrative Fees, Client will be responsible to remit the remaining amount of the Administrative Fees.

7.13.3 Non-sufficient Fund (NSF) or Failure to Pay Service Fees. In the event that Client fails to pay Service Fees or incurs NSF fees from attempted EFT of fees from Client's Designated Bank Account, Client authorizes and directs Paychex, in addition to, or in lieu of, invoicing Client, to collect any Administrative Fees and/or NSF fees due pro-rata from Plan assets relating to Client Participants, or suspend Services until Client becomes current on Amounts Due.

7.13.4 Abandoned Plan. In the event that the portion of the Plan attributable to Client and Client Participants is abandoned or orphaned, or Client fails to respond to attempts to contact Client at Client's designated address, Client authorizes and directs Paychex to collect Administrative Fees pro-rata from Plan assets relating to Client Participants.

7.13.5 Termination of Agreement and Transfer of Plan Assets. In the event that Client terminates the Service Agreement, Client agrees to pay Administrative Fees until the Plan assets are transferred. Paychex will invoice Client as described in Section 7.13.2 above. In the event Client fails to pay its Service Fees following termination of the Service Agreement, Client authorizes and directs Paychex to collect Administrative Fees pro-rata from the Plan assets of Client Participants until the assets are either transferred or fully distributed.

7.13.6 Plan Participation Termination. In the event that Client terminates its participation in the Plan for itself and Client Participants or such participation is terminated by Paychex or otherwise, Client authorizes and directs Paychex to collect Client Fees pro-rata from the Plan assets of Client Participants until the assets are either transferred or fully distributed.

7.13.7 Failure to Pay Amounts Due. Payment of Amounts Due shall be due and payable in U.S. dollars when due, and shall thereafter accrue interest, until paid, at the lesser of one and one-half percent (1½%) per month or the maximum interest rate permitted under applicable law. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due, including, but not limited to, attorneys' fees (including in-house counsel), and court and arbitration costs.

Section 8 – Investment Advice Services

8.1 Participant Investment Advice Service. Paychex shall not provide Investment Advice Services to Client Participants. Any third party selected by Client Participant shall be referred to as the Participant Investment Advice Provider. Paychex does not recommend the use of any particular Participant Investment Advice provider, if any such Participant Investment Advice Provider is selected by the Client Participant(s) and shall have no obligation to supervise or monitor any Participant Investment Advice Provider or the services provided directly or indirectly by the Participant Investment Advice Provider to Client Participants. Client acknowledges that Paychex may make investment advice services available. However, if it does so, Client also acknowledges that Paychex is not recommending that Client or Client Participants utilize a Participant Investment Advice Provider with respect to Client Participants or any particular Participant Investment Advice Provider.

8.2 Authorization to Collect and Remit Fees to Participant Investment Advice Provider. In the event the Participant Investment Advice Services are made available to Client Participants and utilized by one or more Client Participants, Client acknowledges that the Participant Investment Advice Provider may charge Client Participants a fee depending on the level of services provided to the Client Participant. Client authorizes Paychex to deduct said fees from the applicable Client Participant's account as directed by the Participant Investment Advice Provider and remit said fees to the

Participant Investment Advice Provider. Client agrees that Paychex may receive a portion of any fees charged to Client Participants for services rendered by Paychex to the Participant Investment Advice Provider.

8.3 Provision of Plan and Participant Information to Investment Advisors or Financial Advisor. If Client utilizes the services of Investment Advisors, Client authorizes Paychex to provide Client Information and other Plan related information to Investment Advisors and/or Financial Advisor. Plan and Client Participant information is provided to the Investment Advisors or Financial Advisor to enhance its ability to provide investment related services to the Plan and Client Participants.

8.4 Collection of Investment Advisor Fees. Client may elect to direct Paychex to collect Investment Advisor fees directly from Plan assets attributable to Client or Client Participants and remit them, or cause them to be remitted, to Client's Investment Advisor. In the event Client and/or Client Participant does direct Paychex to collect and remit fees to Client's Investment Advisor, Paychex will collect and remit the fees in the amounts directed by Client until Client provides written direction to no longer collect the Investment Advisor fees.

Section 9 – Errors

Client directs Paychex to process investment transaction orders received in good order. Investment transactions typically include Contributions to the Plan or Distributions from the Plan. Client understands and acknowledges that, from time-to-time, transaction processing errors ("Transaction Errors") may occur in providing Services under this Agreement. In some cases, these Errors may involve Contributions, Distributions, or processing of Client or Client Participant transactions. Paychex seeks to avoid Transaction Errors to the greatest extent possible, but Errors do occur from time to time. Such Transaction Errors are the result of untimely or incorrect processing by Paychex employees of transactions that are received in good order. These Transaction Errors do not include Transaction Errors made by the Client or third parties. Paychex seeks to corrects any Transaction Error caused by Paychex as soon as practicable after all sufficient information has been gathered to correct the Error. Paychex represents that under no circumstances will it exercise discretionary authority or control over the correction of these Transaction Errors in order to maximize a gain or for its own benefit or interest.

Once Paychex has identified a Transaction Error, Paychex will promptly take corrective action.

Client understands and acknowledges that, from time-to-time, a designation direction involving the administration of the Plan, including, but not limited to the designation of highly compensated and key employees, the enrollment and/or designation of eligible Client Participants, the addition, substitution and deletion of Plan Investment, Plan asset mapping and Investment allocation, may be implemented incorrectly by Paychex ("Designation Error"). In cases involving Designation Errors Paychex shall restore investment losses determined from the date the Designation Error occurred through the earlier of the date the Plan or the Client Participant receives a communication reflecting the Designation Error or the first quarterly account statement that reflects the Designation Error. Failure of either the Client or Client Participant to inform Paychex of a Designation Error within three (3) Business Days of receipt of such communication or account statement shall be deemed an acknowledgment by the Client and the Client Participant that Contributions have been invested in the proper Plan Investments.

Client acknowledges and agrees that Paychex is not responsible for Transaction or Designation Errors or delays that result from inaccuracies or incomplete Client Information. Client is responsible for any expense or claim that results from the Client's failure to provide complete and accurate instructions, information, or data in a timely fashion. If Paychex is required to perform any of the Services more than once as a result of inaccurate or incomplete instructions, Client Information, or Contribution Information, Paychex will be entitled to additional fees to be agreed upon in writing in advance of the performance of such work.

Section 10 – Delivery of Prospectus

10.1 Electronic Availability of Prospectus and Other Legally Required Documents. Paychex will make available on the applicable Online Account(s) the current Prospectus and/or other legally required documents for each Plan Investment that is available under the Plan. Client consents to the electronic availability of the Prospectus and other legally required documents on the applicable Online Account(s) and certifies that Client, and each Client Participant shall have access to, and a means to view, the Prospectus and other legally required documents. Client acknowledges and agrees that each of the Plan Investments incurs expenses in its operation as described in its Prospectus. As an investor in the Plan Investments, the Plan and Client Participants will bear a proportionate share of those expenses.

10.2 Prospectus. Client agrees to abide by all policies set forth in the current Prospectus for each Plan Investment, including, but not limited to, restrictions upon trading activities, where applicable. If so, directed by an Investment Company, Paychex will restrict the ability of Client Participant(s) to initiate transactions in the affected Plan Investment(s) or, in certain instances, all of the Plan Investments offered by the Plan. Paychex shall notify Client Participants of any restrictions imposed.

Section 11 – Collection of Fees for Third-party Vendor Services

Client acknowledges that it may be charged a fee for the services of third parties and it authorizes Paychex to collect and remit such fees in a manner consistent with the agreement between Client and the third party. Client is responsible for instructing Paychex of the method for paying such fees or charging such fees to Client Participant accounts, and Client is responsible for ensuring that such method does not violate any terms of the Plan or applicable Laws. Unless Client instructs otherwise, fees charged to a Client Participant's account will be removed pro-rata from each subaccount maintained under the Client Participant's individual account in the Plan. A subaccount consists of the total balance in the individual account attributable to a specific Contribution type (salary deferral, employer match, employer profit sharing, rollover, etc.). Client understands and acknowledges that Paychex may not be able to accommodate a particular manner for the collection and remittance of fees or method of allocating fees to Client Participant accounts, even if such method would be permissible under applicable Laws.

Section 12 - Termination of Agreement.

12.1 Revocation of Plan Adoption. Client may revoke its adoption of the Plan at any time; provided, further, that Client shall be deemed to have permanently discontinued making contributions under the Plan unless within 180 days following such revocation the assets attributable to Client and Client Participants are transferred from the Plan Trust to another qualified plan and/or trust established or maintained on behalf of such Client Participants. Paychex may revoke Client's adoption of the Plan at any time; provided, further, that Client shall be deemed to have permanently discontinued making contributions under this Plan unless within 180 days following the revocation, the assets attributable to Client and Client Participants are transferred from the Trust to another qualified plan and/or trust established or maintained on behalf of such Client and Client Participants.

12.2 Termination of the Agreement. The Agreement between the Parties shall be terminated upon the effective date that the Plan assets attributable to Client and Client Participants are transferred from the Trust to another qualified plan, IRA, and/or trust established or maintained on behalf of such Client and/or Client Participants. The terms and conditions of the Agreement shall remain in full force and effect until such Plan assets have been transferred. Client acknowledges that certain Services require Client Information and direction and Paychex shall not be required to provide Services if Client fails to provide required Client Information and/or direction.

12.3 Permanent Discontinuance of Contributions. Upon a permanent discontinuance of contributions by Client and Client Participants, the affected Client Participants, notwithstanding any other provisions of this Plan, shall have fully vested interests in the amounts credited to their respective Accounts at the time of such permanent discontinuance of contributions. All such vested interests shall be nonforfeitable. In the event there is a permanent discontinuance of contributions by the Client and Client Participants under the Plan without formal documentation, full vesting of the interests of the affected Client Participants in the amounts credited to their respective Plan accounts will occur in accordance with the terms of the Plan. After payment of all expenses and proportional adjustments of the Client Participants' Plan accounts to reflect such expenses and other changes in the value of the Plan Trust fund attributable to the Plan assets belonging to the affected Client Participants, Paychex may direct the Trustee to transfer a Client Participant's benefit under the Plan to the trustee of another qualified plan.

12.4 Involuntary Distributions. Involuntary distribution of Plan assets in connection with a Client's termination of participation in the Plan will occur in accordance with the terms of the Plan and applicable Laws.

12.5 Transfer of Plan Assets. Upon termination of this Agreement and payment of all Fees, Paychex will transfer the Plan assets attributable to Client Participants and Client's participation in the Plan as directed by Client in writing, in the form required by Paychex, to a new recordkeeper and will use reasonable efforts to transfer, and facilitate the transfer of, all relevant information relating to its provision of administrative services to the Plan under this Agreement (other than Paychex proprietary information) to the successor recordkeeper or administrative service provider to the Plan, or such other person(s), as the Client may in writing direct. Paychex reserves the right to continue billing monthly Service fees to Client for so long as assets of Client Participants remain in the Plan and Paychex continues to provide any Services with respect to assets of Client Participants. Any Services performed by Paychex following termination of the Agreement prior to the Plan assets attributable to Client Participants being transferred are performed pursuant to the terms and conditions of this Agreement.

12.6 Client Obligations. Client shall continue to have all the obligations set forth in the Agreement until the Plan assets attributable to Client Participants are liquidated and all Fees and Amounts Due have been remitted to Paychex. Termination of payroll services with Paychex shall not terminate this Agreement. For the avoidance of doubt, a Non-payroll Client shall be subject to the terms and conditions of this Agreement.

12.7 Grant of Agency for Termination. Notwithstanding anything to the contrary, Client irrevocably appoints Paychex as its agent for purposes of (i) establishing, terminating, and liquidating a spin-off/termination retirement plan ("Spin-Off/Termination Plan") on behalf of Client and/or (ii) transferring Plan assets and liabilities attributable to Client's eligible Employees and the eligible employees of Client's affiliates, as applicable ("Client Plan Assets"), to a successor employer-sponsored retirement plan sponsored or maintained by Client or an affiliate of Client ("Client Plan"). The Spin-Off/Termination Plan shall be established in the discretion of Paychex if Client's adoption of the Plan is revoked for any reason and the Client fails to establish another qualified retirement plan for the purpose of receiving a transfer of assets from the Plan. Client Plan Assets shall be transferred to a Client Plan in the discretion of Paychex if Client's adoption of the Plan is revoked for any reason and the Client fails to direct the transfer of such Client Plan Assets to a Client Plan ("Client Plan Asset Transfer").

It is acknowledged that the purpose of the Spin-Off/Termination Plan is to receive a transfer of assets from the Plan and immediately terminate and Client hereby directs Paychex, as its agent, to effectuate the same. Similarly, Client directs that upon such termination, the assets of the Spin-Off/Termination Plan will be distributed to the Client Participants in accordance with the terms of the Spin-Off/Termination Plan or directly transferred to another qualified retirement plan or to an individual retirement account plan ("IRA") in the respective names of the applicable Client Participants.

Client understands that if Client sponsors or maintains another defined contribution plan within the 12-month period following a distribution of assets from the Spin-Off/Termination Plan, the Spin-Off/Termination Plan may be subject to disqualification, resulting in adverse tax consequences for the Client and Client Employees and/or former Client Employees, as well as any other qualified retirement plan or IRA that receives a distribution or transfer of assets from the Spin-Off/Termination Plan.

Pursuant to the irrevocable appointment of Paychex as Client's agent, as set forth herein, the actions taken by Paychex to establish, fund via transfer of spun-off assets, terminate, and liquidate the Spin-Off/Termination Plan and/or effectuate a Client Plan Asset Transfer, as applicable, shall be deemed made by the Client as if the Client were the signatory to the Spin-Off/Termination Plan and/or personally directed the Client Plan Asset Transfer.

Client, in its capacity as the fiduciary plan administrator of any Spin-Off/Termination Plan established pursuant to this Section, hereby authorizes and directs that the Trustee for any such Spin-Off/Termination Plan shall be the Trustee of the Plan and directs Paychex, as its agent, to take all

required or necessary actions on its behalf to effectuate the same. Client, in its capacity as the Plan Administrator of any Spin-Off/Termination Plan, directs Paychex to make involuntary distributions of any Spin-Off/Termination Plan account balance in the event that a Client Participant does not request an affirmative distribution of their entire Spin-Off/Termination Plan account balance and that any distributions to an IRA that are made in connection with this Section (other than affirmative distributions elected by Client Participants) shall be made to an IRA held by Matrix Trust Company (or such other IRA provider determined by Paychex for this purpose, which determination as made from time to time is hereby authorized and approved by Client). Moreover, Client approves as reasonable all fees assessed in connection with any such IRA, including any ongoing fees charged by the IRA provider. Notwithstanding anything to the contrary, Client shall be the sole sponsor and named fiduciary of the Spin-Off/Termination Plan. As such, the Client acknowledges that at all times both before and after the termination of the Spin-Off/Termination Plan, Client is solely responsible for any Spin-Off/Termination Plan's compliance with applicable Laws, including, without limitation, the filing of any applicable Form(s) 5500 (Annual Return/Report of Employee Benefit Plan) ("Form 5500") or any other required forms. Notwithstanding the foregoing, Client as the fiduciary plan administrator of the Spin-Off/Termination Plan authorizes and directs Paychex (or its delegate) to determine in its sole discretion whether it (or its delegate) will file any such Forms 5500 or other forms with respect to the Spin-Off/Termination Plan with any government agency on behalf of the Client. Client assumes all responsibility and liability for any such Form 5500 or other filings made on its behalf.

Notwithstanding anything to the contrary, Client acknowledges and agrees that Paychex is not the sponsor or a fiduciary of any Client Plan that receives a Client Plan Asset Transfer. Further, no action taken by Paychex in connection with this section shall cause Paychex to become a fiduciary with respect to any Client Plan that receives a Client Plan Asset Transfer. In the event that any Client Plan Asset Transfer cannot be completed for any reason, including, without limitation, the inability or refusal of a current service provider for the Client Plan to accept the Client Plan Asset Transfer, Client irrevocably appoints Paychex as its agent for purposes of establishing, terminating, and liquidating a Spin-Off/Termination Plan on behalf of Client.

The Client agrees to hold Paychex and any other party(ies) providing Services with respect to the Spin-Off/Termination Plan harmless against any claims, taxes or costs of any kind incurred by the Client, Client Employees, former Client Employees, or the Spin-Off/Termination Plan arising in connection with the establishment and termination of the Spin-Off/Termination Plan, including, but not limited to, the receipt of assets and liabilities from the Plan, the administration of the Spin-Off/Termination Plan or holding of Spin-Off/Termination Plan assets, any distribution or transfer of assets from the Spin-Off/Termination Plan, and the filing of any Form 5500 or other required forms with respect to the Spin-Off/Termination Plan.

Section 13 - Compliance

13.1 Compliance with Applicable Laws. Pursuant to applicable Laws and subject to Section 12.7 above, Client agrees to take such actions as the Secretary of Labor of the United States, the Secretary of Treasury of the United States or Paychex determines are necessary to administer the Plan or for the Plan to meet any requirement applicable to a plan described in section 401(a) of the Code, including providing any disclosures or other information which the Secretary of Labor of the United States or the Secretary of Treasury of the United States may require, or which Paychex otherwise determines are necessary to administer the Plan or to allow the Plan to meet such requirements. For these purposes, Client also acknowledges that ERISA requires the Plan to be operated in accordance with terms.

Section 14 – Plan Conversion Services

14.1 Service Effective Date for Conversion Plan. Paychex, in its sole discretion, may determine whether another qualified plan may be merged into and with the Plan. In the event a current plan qualified under Section 401(a) of the Code that is maintained by Client is permitted by Paychex to be merged into and with the Plan, the Service Effective Date for this Agreement may be no earlier than the date the date on which Client duly adopts the Plan by approving, adopting, and executing an Adoption Agreement and taking all other steps necessary to participate in the Plan. Client acknowledges that Paychex has no responsibilities, express or implied, for any plan other than the Plan or for any time period with respect to the Client or Client Employees prior to the Service Effective Date.

14.2 Plan Document & Qualification Warranty. Client agrees to provide to Paychex in a timely manner, but no less than ten (10) business days after any request, a current copy of the plan document (both the basic plan document and the adoption agreement, if applicable) of the plan, including, without limitation, all amendments, governing the Conversion Assets (as described below) and all other documentation or information requested by Paychex, including, but not limited to, the plan's applicable IRS determination, advisory or opinion letter. Client represents and warrants that the plan document governing the Conversion Assets (as described below) for the prospective plan that will merge into the Plan is in documentary compliance with all applicable Laws and that it has been operated in accordance with its terms and all applicable Laws. Client acknowledges that Paychex shall rely on such representations and warranty and that Plan assets attributable to Client Participants are subject to removal at Client's cost if such representations and warranties are false or otherwise determined to be untrue. Client also acknowledges that it will indemnify and hold Paychex harmless to the extent that the Plan or Paychex incurs any fees, penalties, or other costs (including any attorney's fees) as a result of Client's representations and warranties, as set forth in this Section.

14.3 Plan Document Review. Paychex shall review the plan document provided by the Client for Client's plan that is intended to be merged into and with the Plan for accrued benefits that will need to be protected or maintain under the Plan. Notwithstanding anything to the contrary, Client shall be responsible for ensuring that all accrued benefits that are required to be protected or maintained under the Plan with respect to Client Participants are reported to Paychex. Client may wish to seek its own professional tax, legal, or financial advice in order to ensure compliance with this requirement.

14.4 Transition Period. Client acknowledges that the transfer of Client's current plan assets to the Plan and to Paychex' Services will result in a transition period to facilitate the movement of Client plan records and Client plan assets ("Conversion Assets") from the prior recordkeeper and/or Trustee to Paychex and the Plan's Trustee. Client will be responsible for ensuring that the prior recordkeeper provides Paychex with all required account balance history and other information. During the transition period, Client Participants will not be able to obtain loans and Distributions from the Plan or initiate certain transfers in their Plan accounts. The transition period begins on the Service Effective Date and ends when Paychex is able to allocate the Conversion Assets to each Client Participant's account. As there are many factors involved, Paychex cannot guarantee that the transition period will end as of a specified date or the length of time required for completing the conversion process. The duration of the transition period is dependent upon the ability of Client and the prior recordkeeper to provide Paychex with the information and documentation that Paychex requires to complete the conversion process. All information required to complete the conversion process must be reviewed and approved by Client and must be provided in a form and manner acceptable to Paychex.

14.5 Blackout Period. Client understands and acknowledges that the restrictions placed on Client Participants' accounts during the transition period may result in a "blackout period," as that term is defined under U.S. Department of Labor regulations. Client further acknowledges that it is solely responsible for notifying Client Participants of the blackout period and providing a timely required blackout notice, although Paychex shall provide a draft blackout notice to Client for review and distribution by Paychex in accordance with this Agreement. In the event the transition period restrictions are expected to continue beyond the dates communicated in the blackout notice, Client is responsible for providing an updated blackout notice to Client Participants.

14.6 Processing of Conversion Assets. Unless otherwise mutually agreed by the Parties in writing to transfer Conversion Assets in-kind (and Client provides written confirmation to Paychex that such in-kind transfer is permitted and agreed to by the Plan's prior recordkeeper and third-party administrator), Client will convert Conversion Assets to cash and deliver them to Paychex via check or wire. Client directs Paychex to process the Conversion Assets pursuant to Section 6.2 of the Agreement and to invest the Conversion Assets in the Plan Default Investment pursuant to Section 6.2.3 until such time as the Client returns to Paychex a signed Conversion Asset Allocation Report. In the event that the Plan Default Investment will not accept Conversion Assets, Paychex will retain the Conversion Assets in the Master Custody Account until Paychex receives signed investment instructions from Client. Following receipt of the signed investment instructions from Client ("Conversion Asset Allocation Report"), Paychex will invest the Conversion Assets as set forth on the Conversion Asset Allocation Report. The Conversion Asset Allocation Report will identify any Client Participant who has not elected specific Investment Options in the Plan Investments. Client directs Paychex to deposit the Contributions of any such identified Client Participant in the applicable Qualified Default Investment Alternative Fund following receipt of the signed Conversion Asset Allocation Report from Client. Client directs that gains or losses to the Conversion Assets that accrue in the Plan's Default Investment shall be allocated pro-rata to each Client Participant's account. The allocation will be based on the ratio of each Client Participant's interest to the total of all Client Participants' interest in the investment(s) in the separate account.

14.7 Enrollment in Plan and Investment Elections. Client agrees and acknowledges that Client Participants are required to enroll in the Plan and make investment selections through the Online Account unless Paychex and Client agree in writing to an alternative method. In the event a Client Participant fails to enroll in the Plan through one of the previously described methods, the Client Participant will be automatically enrolled in the Plan with the deferral percentage that was in effect under the Client's prior plan immediately prior to that plan's merger into and with the Plan. Such Client Participant's Contributions, including his or her portion of the Conversion Assets, shall be allocated to the applicable Qualified Default Investment Alternative, until such time that the Client Participant provides alternative investment instructions.

Section 15 – Client Acknowledgements and Representations

Client acknowledges that it is the Plan fiduciary with respect to certain matters expressly set forth in this Agreement and/or in the Plan Document, and represents that (i) it is a fiduciary for such purposes within the meaning of ERISA with respect to the Plan; (ii) it is independent in all respect of Paychex and all affiliates of Paychex; and (iii) it has not relied on any advice or recommendation of Paychex or any affiliates of Paychex as a primary basis for making the decision to enter into the Agreement or to adopt the Plan.

Client acknowledges and agrees that Client has received the Fee Disclosure statement reasonably in advance of its execution of this Agreement. Client further warrants that at the time it executed this Agreement, it had sufficient information to make an informed decision that the aggregate of the direct and indirect compensation received by Paychex in connection with the Services and other providers in connection with the Plan constitutes reasonable compensation.

Client acknowledges that affiliates of Paychex Retirement LLC sponsor and maintain a multiple employer plan and provide third-party administration and other services for single-employer 401(k) plans. Client represents and warrants that prior to independently determining to adopt the Plan and signing this Agreement, Client had sufficient opportunity to discuss and request information regarding those other arrangements.

By signing this Agreement, Client acknowledges that it is applying for Paychex to provide the Services specified in the Agreement and that an Agreement will not be entered into until Paychex accepts Client's application. Paychex will not accept Client's application until at least three (3) Business Days after the date Client signs this Agreement, and Client may withdraw its application without any penalty by notifying Paychex in writing at any time before Paychex accepts Client's application. In the event that Client directs Paychex to commence Services sooner than three (3) Business Days from executing this Agreement, the Agreement will be deemed to be entered into and binding on the Parties on the date Paychex begins to collect Contributions from Client.

Client acknowledges and understands that Paychex will not commence any of the Services requested until Paychex receives all documents necessary to begin the Services and notifies Client of the Service Effective Date. Client understands that this Agreement may be considered an application for credit and hereby authorizes Paychex to investigate and verify the identity, bank account and credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client acknowledges that Paychex may engage a third party to investigate Client's Credit and authorizes Paychex to share with the third party any Client data, including Client Confidential Information, as may be needed to investigate Client's Credit. Client further agrees that Paychex is not liable for the actions or inactions of

such third party, including but not limited to any unauthorized use or disclosure of Client data.

Section 16 - Additional Surviving Sections. Further to Part B, the additional Sections titled Forfeitures as a Result of Distributions, Stale Check Procedure, Paychex Compensation and Fee Disclosure, Collection of Fees for Third-Party Vendor Services will also survive the termination of this Agreement.

Part D – Paychex Service Agreement
Companies Entering Into Separate Agreements

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of each Client identified below, and (ii) bind each Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions of this Agreement.

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Company Name_____ Federal ID Number _____

Schedule A
Definitions

Defined Term	Definition
Additional Services	Services which are additional to the Services performed pursuant to this Agreement which Client may request from Paychex. Additional Services may incur Additional Service Fees.
Additional Service Fees	Fees for Additional Services requested by Client.
Adoption Agreement	Document executed by the Adopting Employer through which it adopts the Plan.
Adopting Employer	An Employer that has duly adopted the Plan with the consent of Paychex and has entered into a Paychex Pooled Employer Plan Services Agreement with Paychex.
Amended Plan Document	The Plan Document to the extent that it has been amended from its original form.
Automatic Debit of Identified Employer Contributions	The automatic EFT from Client's Designated Bank Account for Contribution Amounts Due.
Bank	Mid Atlantic Trust Company.
Business Day	Monday – Friday between the hours of 8:00 a.m. – 4:00 p.m. ET, excluding days on which the New York Stock exchange is not open for business.
Contribution Amounts Due	Contributions which are due on the Funding Deadline to be invested in the Plan in accordance with Client and/or Client Participant direction, as applicable.
California Consumer Privacy Act (CCPA)	California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time.
Conversion Services	Services provided to a Client who is adopting the Plan and merging its existing single-employer qualified retirement plan (and such plan's assets) into the Plan or otherwise transferring (by spin-off or otherwise) a portion of the assets of another qualified plan to the Plan pursuant to this Agreement. Conversion Services are set forth in Section 14.
Custodian	Mid Atlantic Trust Company.
Distribution	Any distribution from the Plan assets. Distributions may be paid out by check, EFT, wire transfer, or such other means of transfer delivery as agreed to by Paychex.
Forfeitures	Portion of a Client Participant's account derived from employer Contributions in which the Client Participant is not vested upon termination of employment.
Forfeiture Account	Recordkeeping Account comprised of Forfeitures.
Form 5500	Annual Return/Report of Employee Benefit Plan and applicable schedules required to be filed with the U.S. Department of Labor.
Investment Option(s)	Investment options available.
Investment Policy Statement	Written document established by Paychex and the Section 3(38) Investment Manager outlining policies with respect to the selection and monitoring of Plan investments.
Master Custody Account	Bank account in which Plan assets are held by the Bank.
Missing Participant Search	Search conducted by Stale Check Vendor to locate Client Participants who have a Stale Check.
Missing Participant Search Fee	Fee assessed by the Stale Check Vendor to conduct a Missing Participant Search.
Multi-Debit Client	A Multi-Debit Client is a Client for which ACH debits from the Client's account are made separately for Fees and any Reimbursement Amounts.
Non-payroll Client	A Client who does not process payroll through Paychex at the time Services commence, or at any point thereafter, shall be designated a Non-payroll Client.
Participant Qualified Default Investment Alternative	The Plan Investment selected by Client as the Qualified Default Investment Alternative for the Plan.
Participant Investment Advice Provider	Third-party vendor who reviews Plan Investments and offers Participant Investment Advice Services to Participants in the Plan.
Plan Default Investment	Money market or other Plan Investment designated for the Plan.

Plan Investments	Investment Options available under the Plan.
Pooled Employer Plan Fee	Monthly fee assessed for the establishment and administration of the Plan that is based on Plan assets attributable to Client and Client Participants as disclosed on Client's Fee Disclosure. Pooled Employer Plan Fees are based on the assets in the Plan attributable to the Client and Client Participants and may either be paid directly by the Client or charged pro-rata against the Client Participant assets each month, subject to applicable rules.
Prospectus	Document filed with the Securities and Exchange Commission that provides details about an investment offering for sale to the public.
Qualified Default Investment Alternative (QDIA)	A default fund satisfying the conditions of the DOL regulation under ERISA Section 404(c)(5), which entitles fiduciaries to certain relief otherwise imposed by ERISA.
Redemption Fee	A fee collected by an Investment Company from investors engaged in mutual fund timing. This fee is retained by the Investment Company.
Reports	Collective reports and documents produced by Paychex or another provider of the Services and delivered to Client.
Retirement Services Included Client	A Retirement Services Included Client is a Client who (i) has executed a service agreement whereby the Client agrees to pay a fee for a bundled suite of services, including, but not limited to the Services provided pursuant this Agreement; (ii) is currently receiving the bundled suite of services; and (iii) has paid all fees and reimbursement amounts due for the bundled suite of services.
Required Minimum Distribution	The amount that must be withdrawn each year from the Plan once a Client Participant reaches age 72 (or 70½, if required by applicable Laws) or, if later, terminates employment. (The delay until termination of employment does not apply to individuals classified by the IRS as 5% owners).
Security Deposit	Any amount which Paychex has required that Client pay as security for the payment of Paychex Fees or Amounts Due.
Self-Directed Brokerage Account (SDBA)	An option that allows a Client Participant to open an individual brokerage account giving that Client Participant the ability to select from thousands of publicly traded stocks and funds.
SIMPLE IRA	Savings Incentive Match Plan for Employees of small employers.
Single Debit Clients	Clients who have executed any service agreement for services which requires a Single Debit EFT or is otherwise permitted by Paychex to utilize a Single Debit EFT.
Settlement Date	The date by which an executed trade must be paid for.
Stale Check Procedure	Procedure to process Stale Checks as set forth in Section 7.2.
Standardized Format	Acceptable format for Contribution Information which Paychex has determined, in its sole discretion, is acceptable and capable of receipt in connection with the Plan.
Trade Restriction	Contributions which Paychex cannot process because (i) an investment/trading account has not been established; (ii) a Plan Investment has been deleted or closed; (iii) an investment instruction cannot be processed as the result of a trading restriction imposed by the Investment Company; or (iv) the inability of Paychex to process a trade in accordance with the requirements of the Investment Company.