



TERMS OF SERVICE

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES OFFERED BY HUMAN INTEREST INC. (“PLAN PROVIDER”) OR ITS WHOLLY-OWNED SUBSIDIARY, HUMAN INTEREST ADVISORS LLC (“ADVISOR” AND, TOGETHER WITH PLAN PROVIDER, “HUMAN INTEREST”). BY MUTUALLY EXECUTING AN ORDER FORM WITH HUMAN INTEREST, WHICH REFERENCES THESE TERMS, YOU (“PLAN SPONSOR”) AGREE TO BE BOUND BY THESE TERMS OF SERVICE (TOGETHER WITH THE ORDER FORM, THE “AGREEMENT”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA HUMAN INTEREST’S STANDARD ONLINE PROCESS THAT IS ACCEPTED BY HUMAN INTEREST SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

Last Updated: January 31, 2022

1. Definitions

“3(16) Fiduciary Services” shall mean the review and approval of corrective distributions, termination distributions, death benefit distributions, RMDs and in-service distributions; review and approval of loan requests and QDROs; review and purchase of the ERISA bond; and signature of the Form 5500 and Form 8955-SSA.

“Advisers Act” shall mean the Investment Advisers Act of 1940, as amended.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Core Funds” are the investment options utilized by the Model.

“Effective Date” shall mean the date the parties enter into the Order Form.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as

amended.

“General Recordkeeping Services” shall mean: 1) the preparation of plan document, SPD, future amendments, and restatements, 2) processing participant enrollments, and salary deferral elections, 3) processing investment elections, investment fund transfers, and rebalancing, 4) processing contribution, loan payments, and rollovers, 5) processing distributions including in-service, excess contributions, and RMDs, 6) preparation and administration of loans, 7) assistance with QDRO segregation and distribution, 8) preparation of Forms 1099R, 9) performance of Nondiscrimination testing, including Coverage, ADP/ACP, Top Heavy testing, Compensation Testing, and General Non-Discriminating Testing, 10) monitoring deferral limits and maximum contribution limits, 11) determination of participants eligible for catch-up, 12) calculation of maximum deduction limits and employer contribution calculations (upon request), 13) preparation of audit package (if applicable), signature ready IRS Form 5500, 8955-SSA (if applicable), and Summary Annual Report, and 13) distribution of account statements, and Fee Disclosures to participants.

“Initial Term” shall be from the date of Launch until the first anniversary (which, for purposes of this Agreement, will be the date twelve (12) calendar months after the date of Launch) thereof.

“Launch” shall mean the date on which Human Interest sends out a date-stamped email to the Plan/Plan Sponsor indicating that Participants are eligible to log into the account platform and make investment elections.

“Model” is Advisor’s proprietary model used to generate portfolio allocation targets for Plans and Plan Participants to use with their investment selection and ongoing rebalancing and portfolio management.

“Order Form” is the agreement signed by the Plan/Plan Sponsor or their authorized designated representative, which is incorporated into this Agreement. For purposes of this Agreement, the Order Form shall also mean the notice that has been provided to each Plan/Plan Sponsor to accept or transition to these Terms, as agreed to by the Plan/Plan Sponsor or their authorized designated representative, which is incorporated into this Agreement.

“Participant Dashboard” is the online portal provided by Human Interest and used by Plan Participants to access their Plan account for servicing and investment selection purposes.

“Plan” shall mean the Plan referenced in the Order Form.

“Plan Administrator” shall mean:

(1) if Plan Sponsor selected “Essentials” on the Order Form, the person or entity other than Human Interest that is the “administrator” of the Plan as that term is defined under Section 3(16)(A) of ERISA and Section 414(g) of the Code. For the avoidance of doubt, Human Interest shall not be the Plan Administrator for such services.

or

(2) if Plan Sponsor selected “Complete” or “Concierge” on the Order Form, Plan Provider to the extent appointed as an administrator as described in Section 3(16) of ERISA, specifically with respect to the services set out on the Order Form under “3(16) Fiduciary Services”, or Plan Sponsor, or another Named Fiduciary, within the meaning of Section 402(a) of ERISA, duly appointed by Plan Sponsor, for all other services.

“Plan Participant” or “Participant” shall mean, as the context may require, an employee, former employee, participant, beneficiary, or alternate payee who is eligible to participate in or receive benefits under the Plan.

“Services” shall mean the specific services with respect to the Plan described in this Agreement and the Order Form for which Plan Sponsor has retained Human Interest, which are the subject of this Agreement, as it may be amended from time to time.

2. Scope of Services Provided

Subject to the terms and conditions of the Agreement (including any limitations and restrictions set forth on the Order Form), Plan Sponsor hereby appoints Plan Provider as an agent to perform the third-party recordkeeping services and administrative Services described in this Agreement and the Order Form. It is

agreed that the authority and responsibility of Plan Provider as agent shall extend only to the performance of those specific Services that are expressly identified in this Agreement and listed on the Order Form. If Plan Provider performs additional services to the Plan in connection with its Services, such performance shall not be treated as a course of conduct giving rise to additional obligations on Plan Provider's part under any circumstances. It is further agreed that the responsibility for any Plan-related services and functions not identified in this Agreement or the Order Form, other than custody services to be provided by the Plan's custodian or trustee services to be provided by the custodian or a third-party trustee, pursuant to an agreement between the Plan and such trustee, if applicable, are retained by the Plan Sponsor. To the extent directed by Plan Sponsor or Plan Administrator, Plan Provider shall act as agent for Plan Sponsor and/or Plan Administrator for purposes of transmitting and receiving indicative Participant and Plan data to and from other designated service providers that Plan Sponsor or Plan Administrator have retained with respect to the Plan.

If Plan Sponsor selected "Essentials" on the Order Form:

Plan Provider has no discretion or responsibility to interpret provisions of the Plan or to determine eligibility, participation, or the right to receive benefits under the Plan. Human Interest will not serve as the Plan Administrator, within the meaning of Section 3(16) of ERISA and performs its recordkeeping and administrative services hereunder as agent of Plan Sponsor. Unless Plan Sponsor has designated another person or committee as a Named Fiduciary, within the meaning of Section 402(a) of ERISA to serve as the legal Plan Administrator and informed Human Interest of such appointment in writing, Plan Sponsor shall be the Administrator of the Plan. Plan Sponsor agrees that Plan Provider may set administrative policies for ease of plan administration, when permitted by the Plan; such administrative policies are considered to be set by and adopted by the Plan Administrator.

If Plan Sponsor selected "Complete" or "Concierge" on the Order Form:

Plan Sponsor hereby appoints Plan Provider as "Plan Administrator" as defined in Section 3(16) of ERISA specifically with respect to the services set out under "3(16) Fiduciary Services" on the Order Form and Plan Provider accepts such fiduciary and administrative responsibilities. Human Interest does not assume fiduciary

administrative responsibility for any other services provided hereunder, which shall remain the responsibility of Plan Sponsor or other Named Fiduciary, within the meaning of Section 402(a) of ERISA, duly appointed by Plan Sponsor.

Plan Sponsor acknowledges that Human Interest does not provide tax or legal advice, and that Plan Sponsor must obtain its own legal and tax counsel for advice on the plan document, any amendment thereto, and any tax or legal issues pertaining to design, implementation, or operation of the Plan.

3. Scope of Services Provided by Advisor

To the extent appointed as such pursuant to Plan Sponsor's selection on the Order Form, Advisor acknowledges and accepts its appointment as an investment manager as that term is defined by Section 3(38) of ERISA. Advisor's appointment by Plan Sponsor as a 3(21) investment advisor or 3(38) investment manager (each described below) will be reflected in the plan implementation documents and selected by the Plan on the Order Form. Notwithstanding the foregoing, Plan Sponsor acknowledges and agrees that Advisor will only be a fiduciary with respect to Plan investments and such services and/or duties specifically delegated to it under this Agreement, and that Advisor will not be, and may not be deemed to be, a fiduciary with regard to any authority retained and/or exercised by the Plan (including, but not limited to, Plan Sponsor and/or Plan Administrator) or delegated by the Plan (including, but not limited to, by Plan Sponsor and/or Plan Administrator) to any service provider to the Plan.

a. Fund Selection Program ("Program"); Appointment of Advisor as 3(21) or 3(38) Fiduciary pursuant to ERISA.

The Program is available to the Plan/Plan Sponsor only. Following the execution of this Agreement, Plan Sponsor shall select (with the understanding that the selection of one of the services precludes selection of the other service, unless and until the initial selection is rescinded or changed) either 3(21) Fiduciary Investment Advisor Service or 3(38) Fiduciary Investment Manager Service. Advisor, as elected by Plan Sponsor, will provide either (i) fiduciary investment advice to the Plan to assist the Plan in developing a menu of investment options (the "3(21) Fiduciary Investment Advisor Service"), or (ii) investment management services to the Plan to select,

monitor, and revise the menu of investment options for the Plan (the “3(38) Fiduciary Investment Manager Service”). In conjunction with Advisor’s appointment as either 3(21) or 3(38) Fiduciary, Advisor will provide its Model to the Plan and the Plan Participants.

Regardless of the service selected, all Plans are required to make available to Participants the investment options utilized by the Model.

i. 3(21) FIDUCIARY INVESTMENT ADVISOR SERVICE. As authorized by the Plan or Plan Sponsor, Advisor will assist Plan Sponsor to determine recommended additions and/or replacements to the Plan’s main menu of investment alternatives, excluding restricted investments. Upon adoption by the Plan of its investment alternatives, which will include the Core Funds utilized by the Model, Plan Sponsor will retain all authority and responsibility to monitor and select such investment alternatives, including, as necessary to effect an orderly transition in the event of an investment replacement, directing Plan Provider to make such allocations and on how to direct participants’ account contributions. Notwithstanding the foregoing, Plan/Plan Sponsor may, on its own account or with the assistance of a third-party service provider not affiliated with Human Interest, determine the Plan’s main menu of investment alternatives. Plan/Plan Sponsor acknowledges and agrees that Advisor will exercise no duties, authority, or discretion with regard to any determination described in the preceding sentence, and liability and responsibility for such decision will solely be with Plan/Plan Sponsor and/or any third-party service provider not affiliated with Human Interest.

ii. 3(38) FIDUCIARY INVESTMENT MANAGER SERVICE. If authorized by the Plan or Plan Sponsor, Advisor will be appointed as the Plan’s investment manager, as that term is used in Section 3(38) of ERISA and the Advisor will accept its appointment as such and acknowledge its fiduciary status. In its capacity as the Plan’s investment manager, Advisor will have discretionary authority to add, replace, and remove investment alternatives in the Plan’s main investment menu. For such period of time as Advisor is appointed as the Plan’s investment manager, Advisor will have sole and exclusive authority over the Plan’s main investment menu, to the extent permitted under ERISA.

b. Model Allocation.

Advisor provides a Model to Plans for use on the Participant Dashboard, which provides Plan Participants with an option to choose their investments independently. The Model is used to generate allocation targets developed from Plan Participant risk profiles, and perform ongoing rebalancing and portfolio management. Risk profiles are created through the Plan Participant's responses to questions prompted through the Participant Dashboard. Through acceptance of these terms, Plan has selected Human Interest's Model as a QDIA (Qualified Default Investment Alternative, as such term is defined pursuant to ERISA) for Plan Participants, which consists of the Model's Core Funds. Plan Participants also have the option of choosing their investments independently from the menu of investment options.

Human Interest also provides technical support to Participants concerning their use of Human Interest's Participant Dashboard on the Human Interest website. Support is provided from 6 a.m. to 5 p.m. Monday through Friday, Pacific time. Human Interest reserves the right to close its customer support offices on all major holidays and to change the hours of support based on customer need and customer usage patterns. Online support is available to all Participants, regardless of Advisor's appointment as a 3(21) or 3(38) fiduciary.

4. Representations and Warranties of Plan Sponsor; Plan Sponsor Responsibilities

Plan Sponsor represents and warrants that an authorized representative of Plan Sponsor with the authority to bind Plan Sponsor to this Agreement, is agreeing to and entering into this Agreement on Plan Sponsor's behalf.

Plan Sponsor or its designated agents shall be responsible for providing accurate data and information necessary to Human Interest to enable each of them to perform the Services required under this Agreement, including, but not limited to, timely and reasonable notification of employer-initiated events, the information, materials, instructions or other data referenced in any Exhibits, and the information reasonably requested by Human Interest to enable it to comply with federal law concerning Know Your Client rules under the USA Patriot Act in such form and at such time as the parties mutually agree.

Plan Sponsor agrees to provide Human Interest with access to Plan Sponsor payroll and Plan recordkeeping accounts (including by providing login information for such accounts), as well as employee email account information (for purposes of emailing enrollment instructions and other information related to the Services), and notification of any payroll, bank, account and/or other changes, and further acknowledges and agrees that, should such access and information not be provided, Human Interest may not be able to provide some or all of the Services, including but not limited to participant communications, updating of payroll deductions, and processing of Plan-related changes. Human Interest reserves the right to reject or return any documents, materials, or information that are unreadable, contaminated, or which Human Interest is otherwise unable to process.

Plan Sponsor acknowledges that timely receipt of appropriate information is a prerequisite to the performance of Human Interest's Services, and neither Plan Provider nor Advisor shall be liable for any delay or failure in the performance under this Agreement (including delays in completing required tests and submissions) in the event Plan Sponsor fails to comply with information submission deadlines established and communicated to Plan Sponsor by Human Interest in a timely manner. Plan Sponsor shall provide to Human Interest the names and signatures of those persons authorized to sign documents and provide instructions and directions on behalf of Plan Sponsor with respect to the Plan. Such authorization shall remain in effect until a reasonable period of time after Human Interest has received notification to the contrary. Human Interest shall be entitled to rely upon and act upon any written instructions received from any person Human Interest reasonably believes to be so authorized to provide such instruction. If multiple authorized persons are named by Plan Sponsor, Human Interest shall be entitled to rely on the signature of only one such authorized person. Human Interest shall not have a duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

If Plan Sponsor selected "Essentials" on the Order Form:

Plan Sponsor shall make all discretionary decisions with respect to the administration of the Plan and shall, as necessary, direct Human Interest in accordance with such decisions. Plan Sponsor acknowledges and agrees that it retains ultimate responsibility and authority for administering the Plan and

maintaining all Plan documents. Plan Sponsor acknowledges and agrees that Plan Sponsor, or an appropriate designee of Plan Sponsor, shall serve as trustee to the Plan under ERISA Section 403(a), or shall designate a person or entity to serve as trustee of the Plan to the extent that the Plan is required by law to hold Plan assets in trust and that Human Interest is not responsible for providing trustee services or serving as trustee to any trust of the Plan.

If Plan Sponsor selected "Complete" or "Concierge" on the Order Form:

Plan Sponsor or Plan Administrator (as identified herein for a particular function) shall make all discretionary decisions with respect to the administration of the Plan and shall, as necessary, direct Human Interest in accordance with such decisions. Plan Sponsor acknowledges and agrees that it retains ultimate responsibility and authority for administering the Plan and maintaining all Plan documents. Plan Sponsor acknowledges and agrees that pursuant to ERISA Section 403(a) and in accordance with the terms of the Plan, Plan Sponsor or an appropriate designee of Plan Sponsor shall serve as trustee to the Plan, or alternatively, Plan Sponsor shall designate a person or entity to serve as trustee of the Plan. Plan Sponsor acknowledges and agrees that Human Interest is not responsible for providing trustee services, or otherwise ensuring Plan's compliance with ERISA Section 403(a).

Plan Sponsor represents (i) that the Plan is (or, as appropriate, it is intended to be) (a) qualified under Section 401(a), 403(b), or 457(b) of the Code, where applicable, or (b) tax-favored under Section 403(b) of the Code; (ii) that the Plan Administrator has been duly appointed under the Plan and (iii) that the person executing this Agreement is authorized to do so. If Plan Sponsor intends for the Agreement to cover a 403(b) plan, Plan Sponsor represents that it is an organization which is eligible to sponsor a 403(b) plan.

Plan Sponsor understands that the qualification of its plan is affected by whether Plan Sponsor is treated as one employer with related businesses or is part of an "affiliated service group" under Section 414 of the Code (a "Controlled Group") for purposes of compliance. Plan Sponsor further understands that Plan Sponsor may add only related businesses that are members of its Controlled Group as participating employers in Plan Sponsor's Plan. Plan Sponsor represents that it has provided/will provide accurate information regarding related businesses in the

Controlled Group Attachment to the adoption agreement, and that it will contact Human Interest promptly should there be any change to such information. Plan Sponsor acknowledges that if there are entities that are related to or affiliated with Plan Sponsor which Plan Sponsor has determined are not members of a Controlled Group, under common control, or otherwise treated as one employer with Plan Sponsor under Section 414 of the Internal Revenue Code, Human Interest will not be responsible for this determination or for any consequences, such as failure to satisfy applicable nondiscrimination requirements or a determination that the Plan is a multiple employer plan, which might result from Plan Sponsor's determination.

Plan Sponsor shall be solely responsible for ensuring that contributions to the Plan are transmitted in a timely manner and within the time prescribed by applicable law. Plan Sponsor agrees that (a) it will take all steps necessary to maintain the Plan's compliance with applicable laws and regulations, including maintaining required ERISA bonding coverage and the content and distribution of required disclosures prepared by Human Interest (if disclosures are distributed by Human Interest as agent of Plan Sponsor), Plan Sponsor will provide updated contact information for recipients; (b) it will be solely responsible for compliance with any and all requirements of ERISA Section 404(c) (as applicable) except to the extent that Plan Sponsor has prudently appointed Advisor as a 3(38) investment manager, to select the menu of available investments; (c) the Plan and Plan Sponsor maintain and follow procedures for identifying prohibited transactions involving the Plan, determining any applicable exemptions (and the Plan's compliance with such exemptions), and/or taking all appropriate actions to correct any nonexempt prohibited transaction; (d) it will secure (to the extent applicable) an independent audit of the Plan to be attached to the Form 5500; (e) Plan Sponsor or its authorized agent will update the payroll system with participant salary deferral changes and loan repayments provided by Human Interest; (f) Plan Sponsor or its authorized agent will submit payroll deduction contributions, loan repayments and census information necessary to reconcile such contributions and payments to Human Interest in the required format in a timely manner; (g) it will respond to data requests from Human Interest in a timely manner; (h) it will approve any earning calculations performed by Human Interest as part of qualified domestic relations order processing; and (i) it will provide Human Interest with information and documentation (including, but not limited to, copies of executed and contemplated

Plan amendments) that Human Interest reasonably determines necessary to carry out its duties under this Agreement.

Plan Sponsor acknowledges and agrees that assets of the Plan may be invested only in investment options selected by Plan Sponsor, which shall include the Core Funds utilized by the Model, (or selected by Advisor if the Plan selects 3(38) Fiduciary Investment Manager Service), provided such selection is limited to (a) shares of investment companies registered under the Investment Company Act of 1940; (b) collective funds maintained by a bank or trust company, to the extent the Plan is permitted to make such investment; (c) pools of insurance contracts; (d) funds managed by a registered investment manager, bank or insurance company; (e) accounts managed by named fiduciaries of the Plan; and (f) other securities publicly traded on a national exchange or electronic trading system located in the United States. Plan Sponsor further acknowledges and agrees that it shall provide any and all information necessary for Advisor, if the Plan selects 3(38) Fiduciary Investment Manager Service, to ensure compliance with all conditions, limitations, and restrictions applicable to any investment in any investment option. If Plan Sponsor selects 3(21) Fiduciary Investment Advisor Service, Plan Sponsor further acknowledges and agrees that it shall be responsible for compliance with all conditions, limitations, and restrictions applicable to any investment in any investment option.

Plan Sponsor further represents, warrants, and covenants that it has received and read Advisor's written disclosure statement provided pursuant to Rule 204-3 of the Advisers Act (Form ADV Part 2A, Advisor's Brochure). Plan Sponsor agrees to notify Human Interest as soon as practicable if any of the foregoing representations, covenants or warranties becomes untrue.

5. Representations and Warranties of Advisor

a. Advisor represents, warrants, and covenants that:

i. it is, and will continue to be during the term of this Agreement, registered with the U.S. Securities and Exchange Commission ("SEC") as an investment adviser under the Advisers Act; it will exercise its power and authority and discharge its duties in compliance in all respects with any other applicable provisions of ERISA or any rules

or regulations promulgated pursuant to ERISA;

ii. it will take such appropriate actions and maintain such procedures as are reasonably necessary to ensure that it will not engage in any non-exempt transaction prohibited under ERISA Section 406 or Section 4975 of the Code, and will take all necessary actions within its control to cause each transaction to comply with any applicable ERISA statutory, class, or individual prohibited transaction exemption;

iii. it will comply in all material respects with all applicable federal and state laws and regulations governing the Services, including but not limited to, disclosure of Participant Information (as defined in Section 16);

iv. nothing prevents Advisor from acting as a fiduciary of the Plan, or, an investment advisor to or investment manager of the Plan;

v. it, its employees, and Plan Sponsor-permitted agents and contractors, if any, will comply at all times with all reasonable security requirements in effect from time to time of which they are made aware at Plan Sponsor's or its affiliates' premises, and with respect to access to premises and all materials belonging to Plan Sponsor or its affiliates; and

vi. it holds the licenses and other rights necessary to perform the Services under this Agreement.

vii. Except as otherwise provided in this Agreement, Advisor makes no warranty, express, implied, or arising by custom or trade usage, and specifically disclaims the implied warranties of merchantability with respect to the Services.

6. Agents and Subcontractors

Human Interest may perform any of the Services required of it under this Agreement through affiliates, agents and/or subcontractors that Human Interest may select. Human Interest's use of affiliates, agents or subcontractors shall not limit the rights of Human Interest or relieve it of any of its duties or liabilities hereunder.

7. Plan and Participant Data

Plan Sponsor agrees to obtain the requisite permission to provide or cause to be provided to Human Interest complete, current, and accurate information and data concerning the Plan (including access to online systems providing same), its participants (including, on an ongoing basis, employee salary data and participant deferral percentages), the investment alternatives within the Plan (including, on an ongoing basis, investment returns and expense and turnover data for investment options selected by Plan Sponsor), and any transaction restrictions (including, on an ongoing basis, blackout periods). Plan Sponsor shall notify Human Interest in advance, and where possible at least 90 days in advance, of any pending changes to the Plan or Plan investment alternatives (other than any changes initiated by Advisor in its capacity under the 3(38) Investment Manager Services), and additional services related to such changes shall be at Plan/Plan Sponsor's expense. Plan Sponsor agrees, for itself and on behalf of the Plan, that absent election by the Plan/Plan Sponsor of the 3(38) Investment Manager Services under the Program, Advisor shall have no authority or responsibility for the selection or monitoring of the investment alternatives for the Plan (other than the Core Funds) of the Plan or the administration of the Plan. At Human Interest's request, Plan Sponsor agrees to provide, from time to time, a current and complete list of the phone numbers, email, and home addresses of Participants in an electronic format reasonably acceptable to Human Interest. Human Interest will fulfill email campaigns, but where Plan Sponsor is the sponsor of the email, as with adoption campaigns, Plan Sponsor will appear as the sender. Plan Sponsor agrees to furnish certain disclosures prepared by Human Interest about the Program to Plan Participants and beneficiaries. Plan Sponsor also agrees to, upon Human Interest's request, contact Plan Participants and beneficiaries on behalf of Human Interest. Plan Sponsor represents and warrants that it, or its designee, will furnish to each Plan Participant and beneficiary all of the required notices and disclosures required to be furnished under ERISA and the Code.

8. Incoming Rollover Requests Approval

Plan Sponsor hereby instructs and authorizes Human Interest to accept, without Plan Sponsor approval or signature, requests from Participants who are active employees for rollover contributions to the Plan(s) that are accompanied by a properly completed form and any required supporting documentation and are

received in good order and in a manner acceptable to Human Interest. Plan Sponsor hereby instructs and authorizes Human Interest to rely on the properly completed form and accompanying documentation, without further investigation or action by Human Interest, as sufficient to show that the funds being rolled into the Plan(s) constitute an eligible rollover distribution from an eligible retirement plan within the meaning of Code Section 402. Plan Sponsor hereby instructs Human Interest to establish a separate Participant rollover account for recordkeeping all incoming rollovers. Plan Sponsor hereby instructs Human Interest to reject any rollover request received without proper documentation and to return any rollover amounts received with such request. Plan Sponsor further instructs Human Interest to forward to Plan Sponsor for its approval any rollover request received from a terminated employee. Plan Sponsor acknowledges and agrees that Human Interest does not and will not assume any fiduciary responsibility or any discretionary authority or control with respect to any rollovers accepted pursuant to this Section 8.

9. Distribution Processing

If Plan Sponsor selected “Essentials” services on the Order Form:

Plan Sponsor hereby approves and instructs Human Interest to process, without Plan Sponsor signature, Participant requests for distribution due to severance from service for any reason other than disability or death that are received in good order and in a manner acceptable to Human Interest. Plan Sponsor instructs Human Interest to rely on Plan Sponsor’s payroll provider for the Participant’s termination date or other required information. If Human Interest is not able to obtain from Plan Sponsor’s payroll provider the Participant’s termination date or other required information, Plan Sponsor instructs Human Interest to route the request to Plan Sponsor for approval before processing the distribution. Plan Sponsor instructs Human Interest to rely on the marital status specified by the Participant on the distribution request form for spousal consent purposes. All other distribution requests will be approved by Plan Sponsor prior to Plan Provider processing the requested distribution.

If Plan Sponsor selected “Complete” or “Concierge” services on the Order Form:

Plan Provider will review, approve, and process distributions other than Participant requests for distributions due to severance from service due to disability (“Disability Distributions”). Plan Sponsor instructs Human Interest to rely on Plan Sponsor’s payroll provider for the Participant’s termination date or other required information. If Human Interest is not able to obtain from Plan Sponsor’s payroll provider the Participant’s termination date or other required information, Plan Sponsor instructs Human Interest to route the request to Plan Sponsor for approval before processing the distribution. Plan Sponsor instructs Human Interest to rely on the marital status specified by the Participant on the distribution request form for spousal consent purposes. Plan Sponsor will approve Disability Distributions prior to Plan Provider processing a Disability Distribution.

10. No Custody or Proxy Voting

Human Interest shall not hold any plan assets in custody, and nothing contained herein shall be deemed to authorize Human Interest to take or receive physical possession of any assets of the Plan. The securities in the Plan shall be held by a custodian duly appointed by Plan Sponsor (the “Custodian”). The Plan has hired Custodian as the Plan’s custodian pursuant to a separate agreement between the Plan and Custodian, and Plan Sponsor hereby authorizes Plan Provider to act as agent of Plan Sponsor with respect to any instructions provided to Custodian in furtherance of the Services, including but not limited to any instructions with respect to any fees or charges described in Section 11.

Human Interest shall not maintain proxy voting authority powers under the Plan, any Services, this Agreement or otherwise. Plan Sponsor has designated a person or persons other than Advisor and Plan Provider to vote proxies with respect to the investment alternatives under the Plan.

11. Fees and Charges

Human Interest shall be entitled to compensation for the Services in accordance with the fee provisions set forth in the Order Form, including, but not limited to, as applicable: (a) Administration Fees, Setup Fees, and User Support Fees, which shall be charged in arrears on either a quarterly or monthly basis to Plan Sponsor, unless

otherwise specified in the Order Form and (b) investment advisory fees and custodial fees, which shall be charged in arrears on either a quarterly or monthly basis to the Plan, unless otherwise specified in the Order Form. Assessment and payment of fees may also be handled by Plan Provider in any other fashion agreed to in writing with Plan Sponsor as a supplement to this Agreement. The fees charged pursuant to this Agreement are described in detail in the Order Form.

Plan Sponsor authorizes Plan Provider to debit and credit Plan Sponsor's bank account using Automated Clearing House (ACH) on file to (a) collect Administration Fees, Set-Up Fees, and User Support Fees in accordance with the frequency described in this Agreement and the Fee Schedules on the Order Form; (b) collect contributions to the Plan; and (c) collect funds to correct Plan errors. Plan Sponsor: (i) understands that this authorization will remain effective until canceled in writing; and (ii) agrees to notify Human Interest in writing at least twenty-one (21) calendar days in advance of any changes to its account information or termination of this authorization. Plan Sponsor understands that funds may be withdrawn from its bank account as soon as the charge is initiated and that no prior notification is required. Plan Sponsor agrees that Human Interest may withdraw funds from its bank account for any underpayment from prior billing periods upon Human Interest's identification of underpayment. Plan Sponsor agrees that Human Interest may withdraw funds from its account for any underpayment from prior billing periods upon Human Interest's identification of underpayment. If a transaction is rejected for insufficient funds, submission error, or other bank-related reasons, Plan Sponsor agrees that Plan Provider may, at its discretion, attempt to process the charge again. Plan Sponsor represents and warrants that its bank account is enabled to process ACH transactions and agrees to reimburse Human Interest for any penalties, fees, and assessments incurred by Human Interest as a result of Plan Sponsor's bank rejecting any ACH transaction for lack of proper configuration. The parties agree to be bound by NACHA Operating Rules as they relate to the transactions described above. In the event of an error, Plan Sponsor hereby authorizes Plan Provider to credit or debit its bank account to offset the error, and to make an offsetting debit and credit of up to \$1.00 to such account for account verification purposes.

Plan Sponsor authorizes Plan Provider to debit individual participant accounts (or the Plan) for applicable fees and to liquidate securities held in participant accounts,

as necessary to pay the applicable fees. Investment advisory and custodial fees will be debited by Plan Provider monthly in arrears based on the average daily balance of the market value of the assets in the account during the applicable quarter. Certain plans rely upon a third-party recordkeeper to calculate fees. For these plans, Human Interest uses the balance in the client's account as of the last day of each quarter. Fees may be debited to individual accounts for transactions specific to a Plan Participant. All such fees will be disclosed to Plan Participants in accordance with applicable rules and regulations. Fee disclosures are saved for Participants on the Human Interest website under Documents at app.humaninterest.com/dashboard/documents and on the Plan Administrator Dashboard under Library at app.humaninterest.com/admin/dashboard/documents.

Unless provided otherwise on the Order Form, Human Interest's fees shall remain in effect for one (1) year from the Effective Date of this Agreement, provided, however, that Human Interest may seek an adjustment to such fees during the one-year term from Plan Sponsor in the event that: (i) Plan Sponsor elects to utilize different or additional services during such period; (ii) there is an employer-initiated event such as a plan merger, corporate acquisition or layoff requiring Human Interest, to perform additional services; or (iii) Plan Sponsor agrees to such fee changes in writing. Changes to the Human Interest fees beyond the one-year term described in this Section 11 may be made in accordance with Section 18 of these Terms of Service.

All fees paid are non-refundable and are not subject to set-off. If Plan Sponsor exceeds any Plan Participant limitations set forth on the Order Form, then Human Interest shall invoice Plan Sponsor for such additional Plan Participants at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Human Interest's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the expiration of the Order Form.

Human Interest shall provide an update of the rate of such fees and information necessary for Plan Sponsor in accordance with applicable rules and regulations to appropriately report all applicable Human Interest compensation on Schedule C of Form 5500.

12. Data Security; Restrictions

a. Data Security and Confidentiality

In connection with the Services, Human Interest will receive and transmit data, or Plan Sponsor will provide, upload or submit data, information or other materials, regarding Plan Sponsor, the Plan and Participants, including transmission of data and information from Plan Sponsor and/or Participants to the Plan's payroll provider ("Plan Sponsor Data"). Plan Sponsor shall retain all right, title and interest in and to Plan Sponsor Data, including all intellectual property rights therein. Plan Sponsor, not Human Interest, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Plan Sponsor Data. Human Interest will maintain confidentiality and security features consistent with commercially reasonable industry standards appropriate to protect Plan Sponsor Data on Human Interest-controlled websites, transmission infrastructure, systems, voice response unit, personal access codes, data retrieval and storage, and with respect to all other functions necessary to perform the Services.

Human Interest shall obtain Plan Sponsor's written permission prior to using Plan Sponsor's name as a contact reference, identifying Plan Sponsor by name, or using Plan Sponsor's trademark, logo, or other identifying marks. Plan Sponsor hereby agrees that Human Interest may use, on a de-identified basis (unless Plan Sponsor gives written permission otherwise), generic information about the Plan and Plan Sponsor (e.g., Plan design information) in Human Interest's RFP responses, case studies, and sales and marketing materials.

Notwithstanding anything to the contrary, Plan Sponsor acknowledges and agrees that Human Interest may (i) internally use and modify (but not disclose) Plan Sponsor Data for the purposes of (a) providing the Services to Plan Sponsor and (b) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Human Interest's business purposes (including without limitation, for purposes of improving, testing, operating, promoting, and marketing Human Interest's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Human Interest in connection with Plan Sponsor's use of the Services, but only in aggregate,

anonymized form which can in no way be linked specifically to Plan Sponsor.

b. Restrictions

Except as expressly set forth in this Agreement, Plan Sponsor shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use the Services to build an application or product that is competitive with any Human Interest product or service; (vii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (viii) bypass any measures Human Interest may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services). Plan Sponsor is responsible for all of Plan Sponsor's activity in connection with the Service, including but not limited to uploading Plan Sponsor Data onto the Services. Plan Sponsor (a) without limiting any other provision herein, shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Plan Sponsor's use of the Services (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Services in a manner that violates any third party intellectual property, contractual or other proprietary rights.

13. Indemnification and Liability

Except as specifically provided in this Agreement, no party will be responsible to another party for any liability attributable to an act or omission of the other party or a third party.

General; Standard of Care

Plan Sponsor shall indemnify, defend and hold harmless Human Interest, their respective officers, directors, employees, agents, successors and permitted assigns (each a "Human Interest Indemnitee") from and against any losses, claims, damages, liabilities, costs and expenses, including, without limitation, reasonable legal fees, defense costs and expenses, and the aggregate amount paid in settlement of any actions, suits, proceedings, or claims or threats thereof (collectively, "Losses"), as well as defend Human Interest from and against any and all third-party assertions, claims, suits, proceedings, and demands (collectively "Third-Party Actions"), which arise out of or result from Human Interest's performance of Services under this Agreement; provided that Plan Sponsor shall have no duty to provide indemnification hereunder to the extent Losses arise out of or result from Human Interest's gross negligence or willful misconduct in its performance under this Agreement.

Subject to the limitations otherwise described in this Section 13, Human Interest shall indemnify, defend and hold harmless Plan Sponsor and its parents, subsidiaries, affiliates and each of their respective officers, directors, employees, agents, successors and permitted assigns (each a "Plan Sponsor Indemnitee"), against any Losses actually and reasonably incurred by or imposed on such Plan Sponsor Indemnitee to the extent arising out of or resulting from Human Interest's gross negligence or willful misconduct in its performance of Services under this Agreement.

Plan Sponsor will indemnify Human Interest Indemnitees, hold them harmless from and against any and all Losses, as well as defend the Human Interest Indemnitees from and against any and all Third-Party Actions directly resulting from any one or more of the following; (i) any breach of fiduciary duty of Plan Sponsor (or any third-party service providers to the Plan, other than Advisor or any entity within common control), including but not limited to the selection of investment alternatives for or administration of the Plan by Plan Sponsor under the 3(21) Fiduciary Advisor Service or otherwise; (ii) incorrect or inaccurate documents, material information or data pertaining to employees, beneficiaries or the Plan provided by Plan Sponsor, Plan Administrator or a Plan administrative service provider (other than Human Interest) or any failure by Plan Sponsor or a Plan administrative service provider (other than Human Interest) to completely and accurately process transactions for Plan Participants or in relation to the Program; or (iii) breach of Plan Sponsor's

obligations under this Agreement by an authorized Plan representative or third-party service provider (except third parties engaged by Human Interest pursuant to Section 6).

If applicable, in the event that Plan Sponsor is determined to be ineligible to sponsor a 403(b) plan, Plan Sponsor shall indemnify, defend, and hold harmless Human Interest Indemnitees against any liability asserted or claimed by third parties from Human Interest Indemnitees on account of such determination. Further, Advisor shall have no obligation to indemnify or hold harmless Plan Sponsor with respect to any liability that arises on account of such determination.

Intellectual Property Infringement

Human Interest will indemnify and hold Plan Sponsor Indemnitees harmless from and against any and all Third-Party Actions to the extent arising out of or resulting from an allegation brought by a third party that any Human Interest software, including Human Interest software owned by Human Interest received by Plan Sponsor pursuant to this Agreement infringes or misappropriates any copyright, trade secret, patent or other proprietary right of such third party (an "Infringement Claim"). The foregoing indemnification obligation (i) will only apply to Human Interest software in the form made available to Plan Sponsor by Human Interest or a Human Interest agent or contractor pursuant to this Agreement, (ii) will not apply to any claim of infringement based solely on any modification of the software by Plan Sponsor or the combination, operation or use of the same with materials not supplied by Human Interest, or a Human Interest agent or contractor, (iii) will not apply where Plan Sponsor continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (iv) will not apply where Plan Sponsor's use of the Services is not strictly in accordance herewith.

Each Party's obligations in this Section 13 are conditioned upon the party seeking indemnification providing the indemnifying party with (i) prompt written notice of any such Third-Party Action of which it is aware (provided that the failure to provide such notice shall only relieve the indemnifying party of its obligations under this Section 13 to the extent it was materially prejudiced by such failure, (ii) at the indemnifying party's expense and upon request, reasonable assistance in the

defense or settlement of such Third-Party Action, and (iii) the opportunity to assume sole control over the defense and settlement of such Third-Party Claim. In the event of an Infringement Claim, Human Interest will have the option, at its expense (a) to replace such deliverable with a non-infringing deliverable substantially similar in features and functionality, (b) to modify such deliverable to make it non-infringing without materially affecting its features or functionality, or (c) notwithstanding anything to the contrary herein, to refund to Plan Sponsor a sum equal to the amount paid for the deliverable or Services related thereto and accept return of such deliverable. Human Interest's exercise of such an option or any combination thereof shall not nullify, limit, or otherwise affect Human Interest's indemnification obligations with respect to any and all of said assertions, claims, suits, or proceedings. This paragraph constitutes the entire and exclusive obligation of Human Interest with respect to any infringement or misappropriation of any intellectual property right by any deliverable provided hereunder.

Force Majeure

Human Interest shall not be liable for damages resulting from an interruption of any Services under this Agreement or delayed performance of such Services arising out of war, natural disasters, pandemics, acts of terrorism, loss of utilities, government restrictions, trading halts, exchange or market rulings, extraordinary market volatility or exchange conditions, disabling strikes, or any other causes beyond its reasonable control including; but not limited to, employer-initiated events for which Plan Sponsor has not provided timely and reasonable notice to Human Interest.

Limitation of Liability

In performing Services hereunder, Human Interest shall perform in a manner consistent with generally accepted industry standards for performance of similar services and shall exercise due care and diligence and act in good faith. Human Interest shall not be liable to the Plan or Participants or to any other party for or on account of any act or omission of Plan Sponsor in the performance of Human Interest's Services under this Agreement, including, but not limited to, the processing of any transactions based upon inaccurate or incomplete data provided by Plan Sponsor or any third party (except third parties engaged by

Human Interest pursuant to Section 6).

EXCEPT TO THE EXTENT CONTRARY TO APPLICABLE LAWS, HUMAN INTEREST'S TOTAL AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL EVENTS, ACTS OR OMISSIONS TAKEN AS A WHOLE IN ANY TWELVE (12) MONTH PERIOD, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY (WHETHER IN CONTRACT, TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY), INDEMNITY OR OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES AND EXPENSES PAYABLE BY THE CLIENT UNDER THIS AGREEMENT FOR THE PRECEDING TWELVE (12) MONTH PERIOD.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT OR THEIR PERFORMANCE HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTHING IN THIS AGREEMENT LIMITS PLAN SPONSOR'S (OR ANY PLAN PARTICIPANT'S) RIGHTS UNDER THE ADVISERS ACT OR ERISA.

14. Term and Termination

After the Initial Term, the Agreement shall continue unless terminated by any party. After the Initial Term, either party may terminate the Agreement for convenience upon sixty (60) days prior written notice to the other parties; provided, however, termination of the Agreement by Plan Sponsor does not relieve Plan Sponsor of its obligation, if any, to compensate Human Interest for Services rendered through the effective date of such termination. The effective date of a termination with respect to a Plan will be the date that the Plan assets are transferred from Human Interest's custodian to the Plan's new recordkeeper or custodian. Upon termination and upon request by Plan Sponsor, Human Interest agrees to deliver to Plan Sponsor or its designee all files, documents, and records necessary for the continuing administration and recordkeeping of the Plan. If Plan Sponsor does not request that such files, documents, and records be delivered to Plan Sponsor at the time of termination, Human Interest will handle such documents in accordance with their

document retention policy in effect as of the date of the termination and in compliance with any applicable laws. Human Interest reserves the right to charge Plan Sponsor all reasonable fees, costs, and expenses incurred by Human Interest in connection with the provision of such records or other information to Plan Sponsor or its designee. Either party may terminate the Agreement upon written notice in the event of Default by the other party. "Default" by a party means the party's failure to meet any of its material obligations under the Agreement (other than the obligation to make payments) and to correct its failure within thirty days after written notice of the failure, and in the case of Plan Sponsor, Default also means Plan Sponsor's failure to meet any payment obligations to Human Interest and to correct its failure within ten days after Human Interest notifies Plan Sponsor in writing of the failure.

As of the effective date of a termination, Plan Sponsor and the Plan will immediately stop using the Human Interest Services, and Plan Participants and Plan Sponsor will no longer have access to the services provided by Human Interest. If the Agreement is terminated, Plan Sponsor will pay all fees to Human Interest for the Services provided through the effective date of the termination. Human Interest will provide a termination document to Plan Sponsor that will describe the responsibilities between Plan Sponsor, Human Interest, the Custodian, and the Plan, in terminating this Agreement.

15. Intellectual Property Rights; Third-Party Services

All rights in the Services, systems and procedures used by Human Interest, including patent, copyright, trademark, trade secret, software, and any other intellectual property or proprietary rights associated with Human Interest's Services, are the exclusive property of Human Interest, their licensors, and/or subcontractors. Nothing in this Agreement, by implication or otherwise, grants Plan Sponsor any right or license to use any trademark or service mark of Human Interest, or grants Plan Sponsor any right or license to use any software, technology, or other intellectual property other than as provided by Human Interest in order to enable Plan Sponsor and Plan Administrator to receive and use Services in accordance with this Agreement. During the term of this Agreement, subject to the terms and conditions herein, Human Interest hereby grants Plan Sponsor a limited, revocable right to use and access certain Human Interest software as a service, with such software to be

identified by Human Interest.

Plan Sponsor acknowledges and agrees that the Services may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third-Party Services”), including without limitation through integrations or connectors to such Third-Party Services that are provided by Human Interest. Human Interest is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third-Party Services. Plan Sponsor is solely responsible for procuring any and all rights necessary for it to access Third-Party Services (including any Plan Sponsor Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Human Interest does not make any representations or warranties with respect to Third-Party Services or any third-party providers. Any exchange of data or other interaction between Plan Sponsor and a third-party provider is solely between Plan Sponsor and such third-party provider and is governed by such third party’s terms and conditions.

16. Privacy Policy and Confidentiality of Participant Information

Advisor acknowledges that it is a “financial institution,” within the meaning of Regulation S-P, Privacy of Consumer Financial Information, issued by the SEC (“Reg S-P”). Advisor acknowledges and agrees that all information, in any form, submitted to Advisor pursuant to this Agreement by or with respect to Plan Participants including, without limitation, information that uniquely identifies a current, former or prospective Plan Participant, his or her name, address(es), and telephone numbers (“Participant Information”) constitutes “personally identifiable financial information,” within the meaning of Reg S-P. Pursuant to Reg S-P, Advisor has adopted a privacy policy, which will apply to Participant Information (the “Advisor’s Privacy Policy”). In accordance with Reg S-P, Plan Participants will be provided with Advisor’s Privacy Policy and the ability to opt out of certain sharing of their information, as applicable.

“Confidential Information” includes (i) of Plan Provider, Participant Information; (ii) of Human Interest, all identification codes and passwords that Human Interest may provide Plan Sponsor and/or Plan Administrator to access Human Interest systems and/or websites in relation to the Plan; and (iii) any oral, written, graphic, or

machine-readable information disclosed by the disclosing party to the receiving party that is designated in writing to be confidential or proprietary or would be understood by a reasonable person to be confidential or proprietary. Confidential Information includes, but is not limited to, the terms of this Agreement, information relating to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, employees, marketing, or finances of the disclosing party.

The parties will comply with all applicable privacy laws. Human Interest's policies and procedures will require that third-party vendors or subcontractors comply with the relevant privacy laws as applicable and protect Confidential Information with at least the degree of care that such third parties use to protect their own confidential and proprietary information, but with no less than reasonable care. The receiving party shall: (i) only use Confidential Information in connection with the Agreement and, in Advisor's case, its activities as investment adviser (or, as appropriate, investment manager) to provide the Services (the "Permitted Activities"); (ii) not disclose any Confidential Information to third parties other than as provided for in Advisor's Privacy Policy or as otherwise set forth herein; (iii) disclose Confidential Information only to its directors, officers, employees, consultants, and agents who need the information in order to pursue the Permitted Activities and who are subject to confidentiality obligations no less protective of the disclosing party as those hereunder (and receiving party shall be responsible to the disclosing party for a breach of the foregoing by such directors, officers, employees, consultants, and agents); (iv) maintain the confidentiality of Confidential Information with at least the degree of care that it uses to protect its own confidential and proprietary information, but with no less than reasonable care; (v) promptly notify the disclosing party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information; or (vi) return to the disclosing party any materials or documents that the disclosing party provided to the receiving party, accompanied by all copies of the documentation, within ten (10) days after (a) the conclusion of the Agreement or (b) the written request of the disclosing party, provided, however, that an archival copy of the Confidential Information may be retained in the files of the receiving party or its counsel, solely

for the purposes of proving the contents of the Confidential information or satisfying regulatory requirements relating to the retention of books and records.

No party shall have liability to another concerning any Confidential Information that the receiving party can prove: (i) is generally publicly available through no fault of the receiving party, (ii) was known to the receiving party, without restriction, at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by employees, consultants or agents of the receiving party without any use of or access to the Confidential Information of the disclosing party; (v) becomes known to the receiving party, without restriction, from a third party under no confidentiality obligations with respect to such disclosure; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. Each party may disclose Confidential Information to the extent required pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of any court order or requirement to the disclosing party. The foregoing sentence notwithstanding, this Agreement will not be construed to limit either party's access to information for regulatory purposes or to respond to any claims relating to the use or provision of the Services. This provision shall not apply: (i) to information requested by providers of investment options utilized by the Plan in order to comply with trading limitations, redemption fees, or other similar restrictions, (ii) legal counsel, payroll provider or other similar Plan service providers, as necessary to carry out the Services, (iii) as required by applicable law, legal subpoena, or other lawful process, or (iv) as permitted by Plan Sponsor or Human Interest, as applicable, in writing.

Plan Sponsor may (but is not obligated to) provide suggestions, comments, or other feedback to Human Interest with respect to the Services ("Feedback"). Feedback, even if designated as confidential by Plan Sponsor, shall not create any confidentiality obligation for Human Interest notwithstanding anything else. Human Interest acknowledges and agrees that all Feedback is provided "As Is" and without warranty of any kind. Plan Sponsor shall, and hereby does, grant to Human Interest a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

17. Notices

By executing the Order Form through a duly authorized representative and providing its email address to Human Interest, Plan Sponsor consents to using solely the email address it has provided to receive all communications and messages from Human Interest, including but not limited to service-related notices, notices of changes to features, notices of special offers, regulatory notices, or any other notices required by law or deemed necessary by Human Interest, instead of postal mail. Plan Sponsor acknowledges that Human Interest will rely solely and entirely on electronic communications as a condition to providing services, and Plan Sponsor agrees to update Human Interest in the event that Plan Sponsor's contact information, including its email address, phone number, or street address changes. Human Interest consents to receiving any communications or notices from Plan Sponsor at its email address: support@humaninterest.com and Human Interest agrees to update Plan Sponsor in the event that Human Interest's contact information, including its email address, phone number, or street address, changes.

18. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and replaces all prior agreements, discussions, course of conduct or representations of the parties. This Agreement may be amended at any time by written agreement between the parties. Notwithstanding any language to the contrary in this Agreement, Human Interest may propose an amendment to this Agreement by providing at least 60 days written notice of the amendment to Plan Sponsor. Plan Sponsor shall be deemed to have provided its consent to the change unless it affirmatively objects to the proposed amendment in a writing delivered to Human Interest prior to the expiration of such notice period. Plan Sponsor and Human Interest shall negotiate a resolution of the proposed amendment in good faith if Plan Sponsor objects. This Agreement shall prevail over any additional or conflicting terms in any purchase order, invoice, acknowledgment, or other similar document regarding the subject matter hereof that is not signed by both parties. In the event of a conflict between these Terms and an Order Form, the Order Form shall prevail. Notwithstanding the foregoing, Human Interest also has the right to unilaterally amend this Agreement or any Exhibits in order to comply

with applicable laws, to enhance the Services, and update procedures, provided that such amendments do not adversely affect in any material respect the rights of Plan Sponsor under this Agreement.

19. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.

20. Survival

The terms of the following Sections of this Agreement shall survive the termination of this Agreement: Section 12 (Data Security; Restrictions), Section 13 (Indemnification and Liability) Section 14 (Term and Termination), Section 15 (Intellectual Property Rights), and Section 16 (Privacy Policy and Confidentiality of Participant Information).

21. Headings; Defined Terms; Counterparts

Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement, including the Order Form. The Parties may execute this Agreement in one or more counterparts, each of which is deemed an original but all of which together constitute one and the same instrument.

22. Assignment

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. None of the parties may assign (as such term is defined under the Advisers Act) all or any of their rights, liabilities or obligations under this Agreement to an unaffiliated party without the prior written

consent of the other parties; provided, however, that any party may assign this Agreement without such consent to an affiliated party (which shall include any entity which may acquire the assigning party or a successor in interest to all or substantially all of the assigning party's relevant business or assets). In the case of an assignment by the Advisor, the Advisor will provide notice to the Plan Sponsor of such a proposed assignment, and if the Plan Sponsor fails to object in a timely manner, then the Plan Sponsor will be deemed to have consented.

23. No Waiver

A party's failure, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall not be construed as a waiver of such provision or right, nor shall it affect the validity of this Agreement.

24. Taxes

Unless Plan Sponsor timely provides, as applicable, Human Interest with a valid and applicable exemption certificate satisfactory to Human Interest and approved by Human Interest as acceptable, Plan Sponsor will pay Human Interest any and all applicable U.S. federal, state, local and non-U.S. sales, use, excise, services, consumption and other taxes or duties that Human Interest is required to collect from Plan Sponsor as well as any such taxes or duties that are assessed on or charged by Human Interest, in each case in connection with the purchase, license, and/or supply of Services (collectively, "Sales Taxes"). For the avoidance of doubt, in the event that Human Interest does not approve of any exemption certificate provided by Plan Sponsor to Human Interest, Plan Sponsor shall reimburse, pay or otherwise bear all Sales Taxes charged by Human Interest to Plan Sponsor in connection with the purchase, license, and/or supply of Services.

Plan Sponsor and Human Interest shall each bear sole responsibility for all taxes, assessments, and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts. Any taxes paid on behalf of Plan Sponsor by Human Interest shall be uniquely identified on the applicable invoice and Human Interest, as applicable, shall provide Plan Sponsor

with proof of payment if previously paid by Human Interest, which amount Plan Sponsor shall timely reimburse, indemnify or pay Human Interest.

Each of Plan Sponsor and Human Interest shall: (a) timely sign and deliver such certificates or forms as may be appropriate to establish an exemption from (or otherwise reduce), or file tax returns or other reports with respect to Sales Taxes; (b) reasonably assist the other party in preparing any tax returns which such other party is responsible for preparing and filing in connection with Sales Taxes; (c) cooperate fully in preparing for and defending any audits of, or disputes with taxing authorities regarding any Sales Taxes or tax returns relating to Sales Taxes; (d) make available to the other party and to any taxing authority as reasonably requested all information, records and documents relating to Sales Taxes; and (e) furnish the other party with copies of all correspondence received from any taxing authority in connection with any tax audit or information request with respect to Sales Taxes. In the event that any taxing authority assesses against Human Interest any additional Sales Taxes relating to the purchase, license, and/or supply of Services, Plan Sponsor shall reimburse, indemnify or pay such additional amount of Sales Taxes as well as any penalties and interests incurred or charged in connection with such assessment.

25. Governing Law; Waiver of Jury Trial

To the extent not governed by federal law and without regard to conflict of laws principles, the laws of the State of California shall govern all matters arising under or with respect to this Agreement.

26. Arbitration

Any controversy or claim arising out of, or relating to, this Agreement or the breach of this Agreement will be settled by arbitration by, and in accordance with, the applicable rules and procedures of JAMS, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitrator(s) will have the right to assess, against a party or among the parties, as the arbitrator(s) deem reasonable, (i) administrative fees of JAMS, (ii) compensation, if any, to the arbitrator(s), and (iii) attorneys' fees incurred by a

party. Arbitration hearings will be held in San Francisco, California. Service upon either of the Parties in any such action or proceeding may be made by first-class mail, certified or registered, with a copy sent to Human Interest at legal@humaninterest.com.

27. Independent Contractors

The parties are independent contractors and nothing in the Agreement creates a joint venture, agency, or partnership.

28. Additional Services

To the extent that Plan Sponsor elects to engage an outside registered investment advisor (“Outside Advisor”), Plan Sponsor represents and warrants that it will provide Human Interest with such written documentation as Human Interest may reasonably request to demonstrate (1) the relationship between Plan Sponsor and Outside Advisor; and (2) the delegation of authority from Plan Sponsor to Outside Advisor. Plan Sponsor acknowledges and agrees that Advisor will continue to exercise all authority vested in Advisor under this Agreement and that Human Interest and Advisor shall have no responsibility to monitor or evaluate such Outside Advisor. If directed by Plan Sponsor, Human Interest will segregate from Plan assets and forward to Outside Advisor an asset-based fee (“Outside Advisor Fees”), in the amount or percentage Plan Sponsor will direct, and Plan Sponsor acknowledges and agrees that Human Interest will exercise no discretionary authority or control with regard to the payment of Outside Advisor Fees pursuant to Plan Sponsor’s direction. Plan Sponsor also acknowledges and agrees that it will provide Human Interest sufficient information (and, as necessary, cooperation) to permit Human Interest to collect and remit any Outside Advisor Fees, and to the extent that Plan Sponsor fails to provide sufficient information and/or cooperation, Human Interest will have no obligation to make payments of such Outside Advisor Fees until sufficient information and/or cooperation has been provided, as determined in the reasonable judgment of Human Interest.

29. Error Correction

To the extent errors are caused solely by Human Interest in performance of its Services, Plan Sponsor authorizes Human Interest to promptly cause such known errors to be corrected in accordance with the general principles described below, unless Human Interest and Plan Sponsor mutually agree that such correction is not reasonably necessary or practical under the circumstances, or mutually agree on an alternative correction method or approach in response to an error.

Notwithstanding any provision herein to the contrary, to the extent an error: (1) is caused solely by Human Interest, its agents, or affiliates in performance of Services under this Agreement, including but not limited to those resulting solely from malfunction of systems (or the systems of those with whom Human Interest contracts) used by Human Interest or its agents in performance under the Agreement, and (2) is the direct cause of a loss to the Plan (including a Participant account) or the Plan Sponsor, Human Interest shall promptly cause such error to be corrected and shall, upon request by Plan Sponsor, provide periodic status updates as mutually agreed regarding such correction. However, Plan Sponsor will be responsible for any loss resulting from incorrect, incomplete, or untimely information it provides to Human Interest, and Human Interest will not be responsible for any costs, expenses, or losses associated with such loss.

In correcting errors caused solely by Human Interest, its agents, or affiliates in performance of its Services, the following principles apply: (a) with respect to a single error caused by a party other than Human Interest, Human Interest will act in such manner as it believes to be reasonable and in the best interest of the applicable Participant(s) account(s) (including, if deemed appropriate, seeking reimbursement or monetary compensation from the service provider or other party that caused the error), in an effort to minimize any loss. In determining the appropriate action to be taken, Human Interest may take into account the limitations placed upon its employees and other resources in connection with providing the Services to the affected Participant Account and other Participant Accounts on an ongoing basis, as well as other operating responsibilities. The determination of the action to be taken, if any, in connection with any such error may be made on a case-by-case basis; (b) with respect to any single error caused by Human Interest that results in a loss to a Participant Account, Human Interest will generally attempt to correct such error and place the Participant Account in the same position as it would have been in but for the single error. Human Interest will

bear the costs, expenses, or losses associated with such a single error; (c) with respect to any single error caused by Human Interest that results in a gain to a Participant Account, Human Interest will take no action with respect to the Participant's Account. The Participant will be entitled to keep such gain; and (d) with respect to multiple errors caused by Human Interest that result in a mix of losses and gains to a Participant Account, Human Interest will generally attempt to correct such errors and to place the Participant Account in the same position as it would have been in but for the errors. In correcting such errors, Human Interest may net any gains against the losses to the Participant Account. Human Interest shall, to the extent any such losses exceed any such gains, bear the costs, expenses, or losses associated with the error correction.

Notwithstanding the foregoing, Plan Sponsor acknowledges and agrees that, if Human Interest deems appropriate and without further notice to the Plan Sponsor, Human Interest may correct errors by applying credits at the Plan-level rather than to a Participant Account.

Why us?

How it works

Pricing

Our partners

Payrolls

[Investment philosophy](#)

Products

[401\(k\) plans](#)

[403\(b\) plans](#)

[Safe harbor](#)

[Get started](#)

Learn

[Learning center](#)

[For employers](#)

[For employees](#)

[Legislation](#)

[FAQ](#)

Company

[About](#)

[Careers](#)

[Pressroom](#)

Security

Legal

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877 475 0179

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Contact support online

Contact Support

855 622 7824

Monday - Friday

6am to 5pm PT / 9am to 8pm ET



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San Francisco, California 94111

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