

HUMAN INTEREST ADVISORS LLC

PLAN ADVISORY TERMS OF SERVICE

Last Updated: March 1, 2023

PLEASE READ THESE TERMS (“TERMS OF SERVICE”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY HUMAN INTEREST ADVISORS LLC (“HUMAN INTEREST ADVISORS”). BY EXECUTING AN ORDER FORM WITH HUMAN INTEREST ADVISORS (OR SUBMITTING AN ORDER FORM VIA THE ONLINE ORDER FORM PROCESS), WHICH REFERENCES THESE TERMS OF SERVICE, 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.

1. Definitions

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

“Core Funds” are the investment options utilized by the Model Portfolio Methodology, as updated from time to time.

“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.

“Human Interest Recordkeeper” is Human Interest Inc., an affiliate of Human Interest Advisors, that provides third-party recordkeeping services and administrative services to the Plan as an agent of the Plan Sponsor.

“Model Portfolio Methodology” is Human Interest Advisors proprietary methodology used to generate model portfolios for Plan Participants in connection with the selection of investments and periodic rebalancing of investments in certain Plan Participant accounts.

“Order Form” is the order form or such other documentation signed (or accepted by electronic consent) by the Plan/Plan Sponsor or their authorized designated representative that sets forth the current tier or level of Plan services and service pricing.

“Participant Dashboard” is the online portal provided by Human Interest Recordkeeper 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 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 Advisors, which are the subject of this Agreement, as it may be amended from time to time.

2. Scope of Services Provided

Human Interest Advisors’ 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. To the extent appointed as such by Plan Sponsor, Human Interest Advisors acknowledges and accepts its appointment as an investment manager as that term is defined by Section 3(38) of ERISA. Notwithstanding the foregoing, Plan Sponsor acknowledges and agrees that Human Interest Advisors 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 Human Interest Advisors 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.

Plan Sponsor hereby directs and authorizes Human Interest Advisors to communicate with, direct and instruct Human Interest Recordkeeper as necessary to implement any actions under the Fund Selection Program as described below and/or the Participant Dashboard.

a. Fund Selection Program; Appointment of

Human Interest Advisors as 3(21) or 3(38)

Fiduciary pursuant to ERISA.

The Fund Selection Program described in this subsection (a) 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 the 3(21) Fiduciary Investment

Advisor Service or 3(38) Fiduciary Investment Manager Service. Human Interest Advisors, 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 Human Interest Advisors appointment as either 3(21) or 3(38) Fiduciary, Human Interest Advisors will make available investment advisory services to the Plan Participants, as more fully described in Human Interest Advisors Participant Advisory Agreement with each Plan Participant, as such agreements may be amended from time to time (“Participant Advisory Services”).

Regardless of the service selected, all Plans are required to make available to Participants the Core Funds utilized by the Model Portfolio Methodology.

(i) 3(21) FIDUCIARY INVESTMENT ADVISOR SERVICE. As authorized by the Plan or Plan Sponsor, Human Interest Advisors will assist Plan Sponsor to determine recommended additions to and/or replacements of the Plan’s main menu of investment alternatives. Upon adoption by the Plan of its investment alternatives, which will include the Core Funds utilized by the Model Portfolio Methodology, 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 Advisors, determine the Plan's main menu of investment alternatives. Plan/Plan Sponsor acknowledges and agrees that Human Interest Advisors 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 Advisors.

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

b. Model Portfolios.

Human Interest Advisors makes available the Participant Advisory Services, using the Model Portfolio Methodology, to Plan Participants via the Participant Dashboard. The Model Portfolio Methodology is used to generate and recommend model portfolios to Participants who utilize the Participant Advisory Services based on information that Human Interest Advisors has received and assumptions that Human Interest Advisors makes regarding each such Plan Participant's financial circumstances and preferred risk level, and to perform periodic rebalancing. For such Participants, Human Interest Advisors relies on risk profiles that are created through such Plan Participant's responses to questions prompted through the Participant Dashboard, unless the Plan Participant has not responded to the questions, in which case the Plan Participant risk profile will be based on the Plan Participant's current age, as specified by the Plan administrator. In addition, through acceptance of these Terms of Service, Plan has selected Human Interest Advisors Participant Advisory Services as a QDIA (Qualified Default Investment Alternative, as such term is defined pursuant to ERISA) for Plan Participants. Plan Participants also have the option of choosing their investments independently from the menu of investment options on the Participant Dashboard, in which case, Human Interest Advisors will continue to make available the Participant Advisory Services but will not provide such services to any such Plan Participant until that Plan Participant chooses to utilize such services using the Participant Dashboard.

3. 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 Advisors to enable it 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 Advisors 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 acknowledges that timely receipt of appropriate information is a prerequisite to the performance of Human Interest Advisors Services, and Human Interest Advisors shall not be liable for any delay or failure in the performance under this Agreement in the event Plan Sponsor fails to comply with reasonable information submission deadlines established and communicated to Plan Sponsor by Human Interest Advisors in a timely manner. Plan Sponsor shall provide to Human Interest Advisors 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 Advisors has received notification to the contrary. Human Interest Advisors shall be entitled to rely upon and act upon any written instructions received from any person Human Interest Advisors reasonably believes to be so authorized to provide such instruction. If multiple authorized persons are named by Plan Sponsor, Human Interest Advisors shall be entitled to rely on the signature of only one such authorized person. Human Interest Advisors shall not have a duty to inquire or question the accuracy or completeness of any data or instructions provided to it.

Plan Sponsor represents (a) that the Plan is (or, as appropriate, it is intended to be) (i) qualified under Section 401(a), 403(b), or 457(b) of the Code, where applicable, or (ii) tax-favored under Section 403(b) of the Code; (b) that the Plan Administrator has been duly appointed under the Plan and (c) 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 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; (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 respond to data requests from Human Interest Advisors in a timely manner; and (e) it will provide Human Interest Advisors with information and documentation (including, but not limited to, copies of executed and contemplated Plan amendments) that Human Interest Advisors 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 (or selected by Human Interest Advisors 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 Human Interest Advisors, 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 Human Interest Advisors 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 Human Interest Advisors written disclosure statement provided pursuant to Rule 204-3 of the Advisers Act (Form ADV Part 2A, Human Interest Advisors Brochure). Plan Sponsor agrees to notify Human Interest Advisors as soon as practicable if any of the foregoing representations, covenants or warranties becomes untrue.

4. Representations and Warranties of Human Interest Advisors

Human Interest Advisors represents, warrants, and covenants that:

- a. 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;
- b. 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;
- c. 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 13);

d. nothing prevents Human Interest Advisors from acting as a fiduciary of the Plan, or an investment advisor to or investment manager of the Plan;

e. 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

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

5. Agents and Subcontractors

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

6. Plan and Participant Data

Plan Sponsor agrees to obtain the requisite permission to provide or cause to be provided to Human Interest Advisors 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 date of birth), 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 Human Interest Advisors 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, Human Interest Advisors 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 Advisors' 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 Advisors. Plan Sponsor also agrees to, upon Human Interest Advisors request, contact Plan Participants and beneficiaries on behalf of Human Interest Advisors.

7. No Custody or Proxy Voting

Human Interest Advisors shall not hold any plan assets in custody, and except with respect to the fee deduction described in Section 8 (Fees and Charges), nothing contained herein shall be deemed to authorize Human Interest Advisors to take or receive physical possession of any assets of the Plan.

Human Interest Advisors 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 Human Interest Advisors to vote proxies with respect to the investment alternatives under the Plan.

8. Fees and Charges

The Plan shall compensate Human Interest Advisors, in accordance with the fee provisions set forth in the Order Form, for (a) the Services and (b) for making available to Participants the Participant Advisory Services. In consideration for the fee that the Plan pays Human Interest Advisors to make the Participant Advisory Services available to Participants, Human Interest Advisors will not charge a separate fee to Participants for providing the Participant Advisory Services. Fees hereunder shall be charged in arrears on a

monthly basis to the Plan. The fees charged pursuant to this Agreement are described in detail in the Order Form. Fees hereunder will be deducted from Participants' accounts on a pro rata basis.

Unless provided otherwise on the Order Form, Human Interest Advisors fee rates shall remain in effect for one (1) year from the Effective Date, provided, however, that Human Interest Advisors may seek an adjustment to such fee rates during the one-year period 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 Advisors, to perform additional services; or (iii) Plan Sponsor agrees to such fee changes in writing. Changes to the Human Interest Advisors' fees beyond the one-year period described in this Section may be made in accordance with Section 15.

All fees paid are non-refundable and are not subject to set-off.

Plan Sponsor authorizes Human Interest Advisors to liquidate or direct the liquidation of securities held in Participant accounts, as necessary for the Plan (or individual Participant accounts, as applicable) to have sufficient cash to pay the applicable fees hereunder and any fees Plan Sponsor directs to be paid to any other registered investment adviser that Plan Sponsor has engaged.

9. Data Security; Restrictions

a. Data Security and Confidentiality

In connection with the Services, Human Interest Advisors 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 (“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 Advisors, 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 Advisors 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 Advisors 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 Advisors may use, on a de-identified basis (unless Plan Sponsor gives written permission otherwise),

generic information about the Plan and Plan Sponsor in Human Interest Advisors RFP responses, case studies, and sales and marketing materials.

Notwithstanding anything to the contrary, Plan Sponsor acknowledges and agrees that Human Interest Advisors 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 Advisors business purposes (including without limitation, for purposes of improving, testing, operating, promoting, and marketing Human Interest Advisors products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Human Interest Advisors 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 Advisors 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 Advisors 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.

10. 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.

a. General; Standard of Care

Plan Sponsor will indemnify, defend and hold harmless Human Interest Advisors and its officers, directors, employees, agents, successors and permitted assigns (each a "Human Interest Advisors 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 Advisors Indemnitees 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 Advisors' 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 Advisors' gross negligence or willful misconduct in its performance under this Agreement.

Plan Sponsor will indemnify, defend and hold harmless Human Interest Advisors Indemnitees from and against any Losses, as well as defend Human

Interest Advisors 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 Human Interest Recordkeeper or any entity within common control of Human Interest Advisors), 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 or a Plan administrative service provider (other than Human Interest Recordkeeper) or any failure by Plan Sponsor or a Plan administrative service provider (other than Human Interest Recordkeeper) to completely and accurately process transactions for Plan Participants or in relation to the Fund Selection Program; or (iii) breach of Plan Sponsor's obligations under this Agreement by an authorized Plan representative or third-party service provider (except Human Interest Recordkeeper or third parties engaged by Human Interest Advisors pursuant to Section 5).

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 Advisors Indemnitees against any Third Party Action on account of such determination. Further, Human Interest Advisors shall have no obligation to indemnify or hold harmless Plan Sponsor with respect to any liability that arises on account of such determination.

Subject to the limitations otherwise described in this Section 10, Human Interest Advisors 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 Advisors' gross negligence or willful misconduct in its performance of Services under this Agreement.

Each Party's obligations in this Section 10 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 10 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.

b. Force Majeure

Human Interest Advisors 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 Advisors.

c. Limitation of Liability

In performing Services hereunder, Human Interest Advisors 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 Advisors 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 the Services under this Agreement, including but not limited to, actions based upon inaccurate or incomplete data provided by Plan Sponsor or any third party (except third parties engaged by Human Interest Advisors pursuant to Section 5).

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.

11. Term and Termination

This Agreement shall continue, unless terminated in accordance with this Section. Either party may terminate the Agreement at any time by notifying the other party in accordance with Section 14 (Notices); provided, however, termination of the Agreement by Plan Sponsor does not relieve Plan Sponsor of its obligation, if any, to compensate Human Interest Advisors 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 to the Plan's new recordkeeper or custodian, and both parties agree to use commercially reasonable efforts to complete the transition in a timely manner. Upon termination and upon request by Plan Sponsor, Human Interest Advisors 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 Advisors will handle such documents in accordance with Human Interest Advisors document retention policy in effect as of the date of the termination and in compliance with any applicable laws. Human Interest Advisors reserves the right to charge Plan Sponsor all reasonable fees, costs, and expenses incurred by Human Interest Advisors in connection with the provision of such records or other information to Plan Sponsor or its designee. Human Interest Advisors may terminate the Agreement in the event of Plan Sponsor's failure to meet any payment obligations to Human Interest Advisors and to correct its failure within ten days after Human Interest Advisors 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 Services, and Plan Participants and Plan Sponsor will no longer have access to the Services. If the Agreement is terminated, Plan Sponsor will pay all fees to Human Interest Advisors for the Services provided through the effective date of the termination.

12. Intellectual Property Rights;

Third-Party Services

All rights in the Services, systems and procedures used by Human Interest Advisors, including patent, copyright, trademark, trade secret, software, and any other intellectual property or proprietary rights associated with the Services, are the exclusive property of Human Interest Advisors, 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 Advisors, or grants Plan Sponsor any right or license to use any software, technology, or other intellectual property other than as provided by Human Interest Advisors in order to enable Plan Sponsor and Plan Administrator to receive and use Services in accordance with this Agreement.

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 Human Interest Recordkeeper (such as the Participant Dashboard) and other third parties (collectively, "Third-Party Services"). Human Interest Advisors 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 Advisors 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.

13. Privacy Policy and Confidentiality of Participant Information

Human Interest Advisors 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"). Human Interest Advisors acknowledges and agrees that all information, in any form, submitted to Human Interest Advisors 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, Human Interest Advisors has adopted a privacy policy, which will apply to Participant Information (the "Human Interest Advisors Privacy Policy"). In

accordance with Reg S-P, Plan Participants will be provided with Human Interest Advisors Privacy Policy and the ability to opt out of certain sharing of their information, as applicable.

“Confidential Information” includes 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 Advisors 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 Human Interest Advisors case, its activities as investment adviser (or, as appropriate, investment manager) to provide the Services and its activities to provide

investment advisory services to Plan Participants (the "Permitted Activities"); (ii) not disclose any Confidential Information to third parties other than as provided for in Human Interest Advisors Privacy Policy, to Human Interest Recordkeeper for purposes of providing the investment advisory services to Plan Participants 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 reasonably suspected misuse, misappropriation or unauthorized disclosure of Confidential Information; and (vi) return to the disclosing party, or destroy, 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 Advisors, as applicable, in writing.

Plan Sponsor may (but is not obligated to) provide suggestions, comments, or other feedback to Human Interest Advisors with respect to the Services (“Feedback”). Feedback, even if designated as confidential by Plan Sponsor, shall not create any confidentiality obligation for Human Interest Advisors notwithstanding anything else. Human Interest Advisors 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 Advisors a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

14. Notices

By executing the Order Form through a duly authorized representative and providing its email address to Human Interest Advisors, Plan Sponsor consents to using the email address it has provided or the Plan Administrator Dashboard to receive all communications and messages from Human Interest Advisors, 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 Advisors, instead of postal mail. Plan Sponsor acknowledges that Human Interest Advisors will rely solely and entirely on electronic communications as a condition to providing services, and Plan Sponsor agrees to update Human Interest Advisors in the event that Plan Sponsor's contact information, including its email address, phone number, or street address changes. Human Interest Advisors consents to receiving any communications or notices from Plan Sponsor at the email address: support@humaninterest.com and Human Interest Advisors agrees to update Plan Sponsor in the event that Human Interest Advisors' contact information, including its email address, phone number, or street address, changes.

15. Entire Agreement; Amendment

This Agreement (including the Order Form) 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. To the extent the parties have entered into a prior agreement with respect to the Services, this Agreement amends and restates such prior agreement with respect to the Services. 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 Advisors 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 Advisors prior to the expiration of such notice period. Plan Sponsor and Human Interest Advisors 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. Notwithstanding the foregoing, Human Interest Advisors 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.

16. 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.

17. Survival

The terms of the following Sections of this Agreement shall survive the termination of this Agreement: Section 9 (Data Security; Restrictions), Section 10 (Indemnification and Liability) Section 11 (Term and Termination), Section 12 (Intellectual Property Rights), and Section 13 (Privacy Policy and Confidentiality of Participant Information).

18. 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.

19. Assignment

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. No party may assign (as such term is defined under the Advisers Act) all or any of their rights, liabilities or obligations under this Agreement without the prior written consent of the other party. In the case of an assignment by Human Interest Advisors, Human Interest Advisors will provide reasonable notice to the Plan Sponsor of such proposed assignment, and if the Plan Sponsor fails to object in a timely manner, then the Plan Sponsor will be deemed to have consented.

20. 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.

21. Taxes

Unless Plan Sponsor timely provides, as applicable, Human Interest Advisors with a valid and applicable exemption certificate satisfactory to Human Interest Advisors and approved by Human Interest Advisors as acceptable, Plan Sponsor will pay Human Interest Advisors 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 Advisors is required to collect from Plan Sponsor as well as any such taxes or duties that are assessed on or charged by Human Interest Advisors, 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 Advisors does not approve of any exemption certificate provided by Plan Sponsor to Human Interest Advisors, Plan Sponsor shall reimburse, pay or otherwise bear all Sales Taxes charged by Human Interest Advisors to Plan Sponsor in connection with the purchase, license, and/or supply of Services.

Plan Sponsor and Human Interest Advisors 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 Advisors shall be uniquely identified on the applicable invoice and Human Interest Advisors, as applicable, shall provide Plan Sponsor with proof of payment if previously paid by Human Interest Advisors, which amount Plan Sponsor shall timely reimburse, indemnify or pay Human Interest Advisors.

Each of Plan Sponsor and Human Interest Advisors 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 Advisors 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.

22. 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.

23. 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 Advisors at legal@humaninterest.com.

24. Independent Contractors

Human Interest Advisors is an independent contractor, and nothing in the Agreement creates a joint venture, agency, or partnership.

25. Error Correction

To the extent errors are caused solely by Human Interest Advisors in performance of its Services, Plan Sponsor authorizes Human Interest Advisors to promptly cause such known errors to be corrected in accordance with the general principles described below, unless Human Interest Advisors 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 Advisors, 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 Advisors contracts) used by Human Interest Advisors 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 Advisors 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 Advisors, and Human Interest Advisors will not be responsible for any costs, expenses, or losses associated with such loss.

In correcting errors caused solely by Human Interest Advisors, 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 Advisors, Human Interest Advisors 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 Advisors 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 Advisors that results in a loss to a Participant Account, Human Interest Advisors 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 Advisors will bear the costs, expenses, or losses associated with such a single error; (c) with respect to any single error caused by Human Interest Advisors that results in a gain to a Participant Account, Human Interest Advisors 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 Advisors that result in a mix of losses and gains to a Participant Account, Human Interest Advisors 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 Advisors may net any gains against the losses to the Participant Account. Human Interest Advisors 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 Advisors deems appropriate and without further notice to the Plan Sponsor, Human Interest Advisors may correct errors by applying credits at the Plan-level rather than to a Participant Account.