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**HUMAN INTEREST INC.**

## **HUMAN INTEREST INC. TERMS OF SERVICE**

***Last updated: June 13, 2025***

PLEASE READ THESE TERMS (“TERMS OF SERVICE”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY HUMAN INTEREST INC. (“HUMAN INTEREST”). BY EXECUTING AN ORDER FORM WITH HUMAN INTEREST (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**

“Advisor Authorization” means the document Plan Sponsor signs appointing an Unaffiliated Advisor to act as a fiduciary or non-fiduciary advisor to the Plan.

“3(16) Fiduciary Services” means the review and approval of corrective distributions, termination distributions, death benefit distributions, Required Minimum Distributions (RMD), and in-service distributions; review and approval of loan requests and Qualified Domestic Relations Orders (QDRO); review and purchase of the ERISA bond; and signature on the Form 5500 and Form 8955-SSA.

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

“Complete/Concierge Plans” means a Plan that is indicated as a “Complete” or “Concierge” plan or level of service on the Order Form.

“Controlled Group” means, for purposes of this Agreement, a “controlled group” and/or an “affiliated service group” as defined under Section 414 of the Code, which may include the Plan Sponsor and applicable affiliates or subsidiaries. For the avoidance of doubt, references to the Plan Sponsor’s employees in this Agreement include employees of any applicable Controlled Group member.

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



“EACA” means eligible automatic contribution arrangement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Essentials Plans” means a Plan that is indicated as an “Essentials” plan or level of service on the Order Form.

“Human Interest Advisors” refers to Human Interest Advisors LLC, a registered investment advisor and affiliate of Human Interest.

“Human Interest Software” consists of the Plan Administrator Dashboard, the Participant Dashboard, and any related mobile applications provided by Human Interest to the Plan Sponsor and/or Participants.

“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, as may be amended from time to time in accordance with the Agreement.

“Participant” means, 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.

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

“Participant Information” means all information, in any form, submitted to Human Interest pursuant to this Agreement by or with respect to Participants including, without limitation, information that uniquely identifies a current, former, or prospective Participant, his or her name, address(es), and telephone numbers.

“Plan” means the Plan referenced in the Order Form.

“Plan Administrator” means:

(a) for Essentials Plans, 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

(b) for Complete/Concierge Plans, Human Interest to the extent appointed as an administrator as described in Section 3(16) of ERISA, specifically with respect to the 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 Administrator Dashboard” is the online portal provided by Human Interest and used by the Plan Administrator to manage the Plan.

“Services” means 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.

“Unaffiliated Advisor” means a registered investment advisor, other than Human Interest Advisors, appointed by Plan Sponsor to provide services to the Plan.

## **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 Human Interest as an agent to perform the third-party recordkeeping Services and administrative Services for the Plan, as described in this Agreement and the Order Form.

Notwithstanding anything herein to the contrary, Human Interest does not undertake any obligations, under this Section 2 or otherwise, with respect to any assets not maintained with the Custodian (as defined in Section 8). The recordkeeping services shall consist of: (a) the preparation of Plan documents, Summary Plan Description (SPD), future amendments, and restatements, (b) processing Participant enrollments, and salary deferral elections, (c) processing investment elections, investment fund transfers, and rebalancing, (d) processing contribution, loan payments, and rollovers, (e) processing distributions including in-service, excess contributions, and Required Minimum Distributions (RMD), (f) preparation and administration of loans, (g) assistance with Qualified Domestic Relations Order (QDRO) segregation and distribution, (h) preparation of Form 1099-R, (i) performance of nondiscrimination testing, including Coverage, Actual Deferral Percentage/Actual Contribution Percentage (ADP/ACP), Top Heavy testing, Compensation Testing, and General Non-Discrimination Testing, (j) monitoring deferral limits and maximum contribution limits, (k) determination of Participants eligible for catch-up, (l) calculation of maximum deduction limits and employer contribution calculations (upon request), (m) preparation of audit package (if applicable), signature-ready IRS Form 5500, 8955-SSA (if applicable), and Summary Annual Report, (n) distribution of account statements to Participants, (o) preparation of fee disclosures for Participants, and (p) correction of Errors (as defined in Section 27) in accordance with Section 27 (Error Correction) of this Agreement. It is agreed that the authority and responsibility of Human Interest 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 Human Interest 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 Human Interest's part under any circumstances. It is further agreed that Plan Sponsor retains 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. To the extent directed by Plan Sponsor or Plan Administrator, Human Interest 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. Human Interest reserves the right to decline to sign a Form 5500 that, in Human Interest's discretion, is incomplete or inaccurate.

*For Essentials Plans:* Human Interest 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 designation in writing, Plan Sponsor shall be the Plan Administrator of the Plan. Plan Sponsor agrees that Human Interest 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.

*For Complete/Concierge Plans:* Plan Sponsor hereby appoints Human Interest as "Plan Administrator" as defined in Section 3(16) of ERISA specifically with respect to the 3(16) Fiduciary Services, and Human Interest accepts such fiduciary 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 tax and legal advisors for advice on the Plan document, any amendment thereto, and any tax or legal issues pertaining to design, implementation, or operation of the Plan.

Human Interest may introduce new services from time to time, and will provide notice of any service-specific terms. In such case, by using the service, Plan Sponsor will be

deemed to have accepted the service-specific terms.

From time to time, Human Interest may provide notice to the Plan Sponsor regarding proposed actions that Human Interest intends to take on behalf of the Plan or Plan Sponsor. Upon receipt of any such notice, Plan Sponsor will have at least three (3) business days (the "Negative Consent Period") to review and respond. If Plan Sponsor does not object to the proposed action within the Negative Consent Period, Plan Sponsor's consent shall be deemed to have been given ("Negative Consent"). Upon obtaining Plan Sponsor's Negative Consent, Human Interest may proceed with the proposed action without further notice or approval. Negative Consent shall be considered binding and shall have the same legal effect as if express affirmative consent had been given. This provision will not apply to any actions or changes that are expressly required by law or regulation to have affirmative consent or where negative consent is otherwise prohibited by applicable law.

### **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 to enable it to perform the Services required under this Agreement, including but not limited to timely and reasonable notification of employer-initiated events, and 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 (and if applicable, its Controlled Group) payroll and Plan recordkeeping accounts (including by providing login information for such accounts), as well as employee email addresses, phone numbers, and other contact information (for purposes of providing enrollment instructions and other information related to the Services via emails, text messages, and/or phone calls), 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 agrees to obtain the applicable Participant's intentional direction for Plan Sponsor to collect and share such information with Human Interest where required, and obtain consent for employees to receive text messages and/or phone calls from Human Interest related to the Plan's benefits. Plan Sponsors for Controlled Groups are responsible for distributing all information communicated by Human Interest to all Controlled Group members.

Plan Sponsor acknowledges that timely receipt of appropriate information is a prerequisite to the performance of Human Interest's Services, and Human Interest shall not be liable for any delay or failure in its performance under this Agreement (including delays in completing required tests and submissions) in the event Plan Sponsor fails to comply with reasonable 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 any 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.

*For Essentials Plans:* 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.

*For Complete/Concierge Plans:* 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 (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; and (b) that the Plan Administrator has been duly appointed under the Plan. 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 for purposes of compliance. Plan Sponsor further understands that Plan Sponsor may add only businesses that are members of its Controlled Group as participating employers in Plan Sponsor's Plan. Plan Sponsor represents that it has provided and will continue to 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. For the avoidance of doubt, notwithstanding any Controlled Group participation in the Plan, Plan Sponsor remains fully responsible for its obligations, and any acts or omissions of any Controlled Group members, under this Agreement or in connection with the Services, subject to the limitations under Section 11 (Indemnification and Liability).

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); (b) it will provide updated contact information for recipients; (c) it will be solely responsible for compliance with any and all requirements of ERISA Section 404(c) (as applicable); (d) 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; (e) it will secure (to the extent applicable) an independent audit of the Plan to be attached to the Form 5500; (f) Plan Sponsor or its authorized agent will update the payroll system with Participant salary deferral changes and loan repayments provided by Human Interest; (g) 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; (h) it will respond to data requests from Human Interest in a timely manner; (i) it will approve any earning calculations performed by Human Interest as part of Qualified Domestic Relations Order (QDRO) processing; and (j) 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 agrees to notify Human Interest as soon as practicable if any of the foregoing representations, covenants, or warranties becomes untrue.

## **4. 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. This Section 4 does not modify the provisions of Section 13 (Intellectual Property Rights; Third-Party Services) relating to Third-Party Services.

## **5. 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 Human Interest Advisors in its capacity as the Plan's ERISA 3(38) investment manager), and additional services related to such changes shall be at Plan/Plan Sponsor's expense.

Plan Sponsor is responsible for the distribution of required notices and disclosures to Participants, however Human Interest will provide those notices and disclosures, and distribute them, provided Human Interest can do so electronically (via email or via the Participant Dashboard). Where Plan Sponsor is the sponsor of the email, as with adoption campaigns, Plan Sponsor will appear as the sender. 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. Where Participants have opted out of electronic notifications, Human Interest may agree to arrange delivery of notices by mail, as part of an agreed-upon service, or subject to a separate agreement with Plan Sponsor. Otherwise, however, Plan Sponsor agrees to furnish to Participants and beneficiaries applicable notices and disclosures provided by Human Interest. Plan Sponsor also agrees to, upon Human Interest's request, contact Participants and beneficiaries on behalf of Human Interest. Plan Sponsor represents and warrants that it, or its designee, will furnish to each Participant and beneficiary all of the required notices and disclosures required to be furnished under ERISA and the Code.

## **6. Incoming Rollover Requests Approval**

Plan Sponsor hereby instructs and authorizes Human Interest to accept, without Plan Sponsor approval or signature, requests from Participants for rollover contributions to the Plan that are accompanied by a properly completed form and any required supporting documentation or initiated via a properly completed online workflow, 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 or workflow, without further investigation or action by Human Interest, as sufficient to show that the funds being rolled into the Plan 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 source for recordkeeping all incoming rollovers. Plan Sponsor hereby instructs Human Interest to reject any incoming rollover request received without proper documentation and to return any rollover amounts received with such request. 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 the acceptance of any such incoming rollovers pursuant to this Section.

## **7. Loan and Distribution Processing**

*For Essentials Plans:* Plan Sponsor hereby approves and instructs Human Interest to process, without Plan Sponsor signature, Participant requests for (a) a loan, (b) distribution due to Plan termination, (c) 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, or (d) EACA permissible withdrawal distribution. 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 (which can be provided via Negative Consent pursuant to Section 2 (Scope of Services)) 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 all other distribution requests prior to Human Interest processing the requested distribution.

*For Complete/Concierge Plans:* Human Interest will review, approve, and process requests for loans and 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 (which can be provided via Negative Consent pursuant to Section 2 (Scope of Services)) 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 Human Interest processing a Disability Distribution.

## **8. No Custody**

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 Human Interest 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 9 (Fees and Charges).

## **9. Fees and Charges**

### *Human Interest's Fees for Services*

Human Interest shall be entitled to compensation for the Services in accordance with the fee provisions set forth in the Order Form, which may include but are not limited to base and per employee SaaS and administration fees, setup fees, design and consultation fees, and fees for special features, which shall be charged on a one-time, monthly, or prepaid annual basis, as applicable, to Plan Sponsor, and a separate asset-based fee, in each case as set forth in the Order Form.

To the extent supported by the Human Interest Software, the Plan Sponsor may elect to have any of the above fees, including, without limitation, SaaS and administration fees, charged against the Plan's assets. Such an election must be made by Plan Sponsor in writing. Monthly recurring charges will be billed up to one month in advance and are due and payable upon receipt of invoice; provided that charges for added Participants/employees or charges against the Plan assets may be billed and applied in arrears. Assessment and payment of fees may also be handled by Human Interest in any other fashion agreed to in writing with Plan Sponsor in accordance with Section 16 (Entire Agreement; Amendment). The fees charged pursuant to this Agreement are described in detail in the Order Form.

If the Order Form contains a discount or promotion, then unless a different expiration date is expressly stated in the Order Form, the discount or promotion will expire on the earlier of one (1) year after the Effective Date or the date that Plan Sponsor or the Plan no longer meets the terms and conditions of the discount or promotion, and pricing will adjust to Human Interest's then-current pricing for the applicable service tier or product. Unless a different arrangement is specifically stated in the Order Form, Human Interest's fees shall remain in effect for one (1) year from the Effective Date (except with respect to discounts or promotions that expire earlier in accordance with the preceding sentence), provided, however, that Human Interest may seek an adjustment to such fees during that one-year period from Plan Sponsor in the event that: (a) Plan Sponsor elects to utilize different or additional services or products during such period; (b) there is an employer-initiated event such as a plan merger, corporate acquisition or layoff requiring Human Interest, to perform additional services; or (c) Plan Sponsor agrees to such fee changes in writing. After the one-year

period described in this Section, Human Interest may modify the amount or structure of any fees in accordance with Section 16 (Entire Agreement; Amendment). In addition, Human Interest may introduce new features, products and services from time to time, which may involve additional fees. Human Interest will provide advance notice of any such features, services, and fees, in accordance with Section 16. Plan Sponsor is responsible for all charges or fees payable to Human Interest, including any charges or fees incurred by its Controlled Group (if applicable). Discounts applicable to a Controlled Group will expire for all members of the Controlled Group upon expiration of the discount for the Controlled Group Plan Sponsor. All fees paid are non-refundable and are not subject to set-off. Any per Participant/employee fee billed in advance will be calculated based on the number of Participants/employees as of the first day of the applicable billing period. Notwithstanding anything to the contrary in the Order Form or otherwise, if any Participant/employee is added at any time during a billing period (as determined by payroll census or Participant enrollment, as indicated in the Order Form), Plan Sponsor will be billed for each such Participant/employee for the billing period in which they were added, at the monthly per Participant/employee rate in effect for the Plan during that billing period.

Human Interest will also be entitled to collect from the Plan assets (i) any fees payable to Human Interest or other reasonable Plan expenses that Plan Sponsor has agreed in writing to have charged against Plan assets as described above; and (ii) to the extent permitted by law, any fees payable from Plan Sponsor to Human Interest which are overdue. Such fees will be deducted from Participants' accounts on a pro rata basis.

Human Interest shall provide an update as to its fee rates and other information necessary for Plan Sponsor to appropriately report all applicable Human Interest compensation on Schedule C of Form 5500, in accordance with applicable rules and regulations.

Without limiting any other rights and remedies, in the event Plan Sponsor fails to pay any fees, costs, or expenses in accordance with the terms of this Agreement or the Order Form (the "Plan Sponsor Fees"), Plan Sponsor represents and warrants that it has determined that the Plan Sponsor Fees are reasonable plan expenses that may be charged to the Plan and hereby grants Human Interest the right to recover any overdue Plan Sponsor Fees from Plan assets. Plan Sponsor acknowledges and agrees that Plan Sponsor is solely responsible for determining the reasonableness of the Plan Sponsor Fees and all other fees charged to the Plan assets and expressly assumes all responsibility, including, without limitation, fiduciary responsibility, in the event Human Interest recovers overdue fees from Plan assets in accordance with this Agreement. Plan Sponsor also acknowledges that Human Interest reserves the right, in its sole discretion, to downgrade the level of services provided to the Plan as a result of

overdue fees. A downgrade may include, without limitation, limiting access to certain features, reducing service support, cancelling the ERISA bond and providing only basic recordkeeping services. Human Interest will provide reasonable notice to Plan Sponsor prior to instituting any downgrades. Plan Sponsor acknowledges and agrees that any downgrade in services resulting from non-payment shall not constitute a breach of this Agreement or the applicable Order Form by Human Interest, and Human Interest will not be liable for any loss, cost, or liability arising therefrom.

#### *ACH Clearing House*

Plan Sponsor authorizes (or if applicable, causes the Controlled Group member to authorize hereunder) Human Interest to debit and credit Plan Sponsor's (and/or the applicable Controlled Group member's) bank account(s) on file using Automated Clearing House (ACH) to (a) collect Human Interest's 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. The Custodian or its affiliate, or a successor identified by Human Interest, may make ACH withdrawals under the foregoing authorization where appropriate for such amounts to be deposited directly into the custodial account. The Custodian is Matrix Trust Company, as of the date of these Terms of Service. 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 21 days in advance of any changes to any bank account information or termination of this authorization. Plan Sponsor understands that funds may be withdrawn from the 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(s) on file for any underpayment from prior billing periods upon Human Interest's identification of underpayment, including any underpayment of any applicable Controlled Group related fees. If a transaction is rejected for insufficient funds, submission error, or other bank-related reasons, Plan Sponsor, on behalf of itself and applicable Controlled Group members, agrees that Human Interest may, at its discretion, attempt to process the charge again. Plan Sponsor represents and warrants that any bank account used for the Plan is enabled to process ACH transactions and will have sufficient funds to cover any charge or transaction. Plan Sponsor acknowledges that Human Interest may incur certain penalties, fees, and assessments as a result of a bank rejecting an ACH transaction for any reason, and agrees to reimburse Human Interest for any such penalties, fees, and assessments. 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 (or if applicable, causes the Controlled Group member to authorize hereunder) Human Interest to credit or debit the 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.

### *Other Charges*

Fees may be debited from individual Participant accounts for transactions specific to a Participant and/or for Plan fees (including, without limitation, base and per employee SaaS fees, asset-based administration fees and setup fees), to the extent owed by Plan Sponsor and overdue as contemplated above, or otherwise expressly agreed in writing. All such fees will be disclosed to Participants in accordance with applicable rules and regulations. Fee disclosures are saved on both the Participant Dashboard and the Plan Administrator Dashboard. If the Plan contracts with an Unaffiliated Advisor, that entity will provide any required fee disclosures independently of Human Interest.

## **10. Data Security; Restrictions**

### *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 may use Plan Sponsor's name (whether in written or verbal form) and logo in lists of customers, marketing and sales materials, case studies, presentations, RFP responses, and releases, and on calls with prospective partners, investors and customers.

Notwithstanding anything to the contrary, Plan Sponsor acknowledges and agrees that Human Interest may (a) internally use and modify Plan Sponsor Data for internal business purposes including, without limitation, (i) providing the Services to Plan Sponsor, (ii) improving current or developing new products and services, and (iii)



enhancing internal business operations and processes , and (b) generate and 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.

### *Restrictions*

Except as expressly set forth in this Agreement, Plan Sponsor shall not (and shall not permit any third party to), directly or indirectly: (a) 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); (b) modify, translate, or create derivative works based on the Services; (c) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (d) use the Services for the benefit of a third party; (e) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (f) use the Services to build an application or product that is competitive with any Human Interest product or service; (g) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; or (h) 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 (i) 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 (ii) shall not use the Services in a manner that violates any third party intellectual property, contractual, or other proprietary rights.

## **11. 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 shall indemnify, defend and hold harmless Human Interest and its 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 but not limited to 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 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'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.

Plan Sponsor shall indemnify, defend and hold harmless Human Interest Indemnitees from and against any Losses, as well as defend 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 including, without limitation, any Unaffiliated Advisor, but excluding Human Interest Advisors; (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) or any failure by Plan Sponsor or a Plan administrative service provider (other than Human Interest) to completely and accurately process transactions for Participants; or (iii) breach of Plan Sponsor's obligations under this Agreement by an authorized Plan representative or third-party service provider, including, without limitation, any Unaffiliated Advisor, but excluding Human Interest Advisors or third parties engaged by Human Interest Advisors pursuant to Section 4 (Agents and Subcontractors).

Subject to the limitations otherwise described in this Section 11 (Indemnification and Liability), 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.

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 Third Party Actions on account of such determination.

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

## **b. 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 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 Human Interest 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 11 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 11 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 (x) to replace the affected deliverable with a non-infringing deliverable substantially similar in features and functionality, (y) to modify such deliverable to make it non-infringing without materially affecting its features or functionality, or (z) notwithstanding anything to the contrary herein, to refund to Plan Sponsor a sum equal to the prorated 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.

### **c. 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.

### **d. 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 the 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 4 (Agents and Subcontractors)).

EXCEPT TO THE EXTENT CONTRARY TO APPLICABLE LAWS, HUMAN INTEREST'S TOTAL AGGREGATE LIABILITY 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 PLAN SPONSOR 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 PARTICIPANT'S) RIGHTS UNDER ERISA.

## **12. 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 15 (Notices). In addition, Human Interest may terminate the Agreement if the Plan Sponsor fails to meet any payment obligations to Human Interest and to correct its failure within 10 days after Human Interest notifies Plan Sponsor in writing of the failure. Termination of the Agreement does not relieve Plan Sponsor of its obligation, if applicable, to compensate Human Interest for Services rendered through the Termination Date (as defined below).

Terminating Human Interest's Services under this Agreement involves several steps and, under most circumstances, will require Plan Sponsor's active involvement. Following a termination notice, 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. The effective date of the service termination ("Termination Date") with respect to a Plan will be the date that the Plan's custodial account reaches a \$0 balance. Upon written request by Plan Sponsor by the Termination Date, Human Interest agrees to deliver to Plan Sponsor or its designee any requested files, documents, and records in its control that are 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 by the Termination Date, Human Interest will retain such files, documents, and records in accordance with Human Interest's records retention policy in effect as of the Termination Date 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. Both parties agree to use commercially reasonable efforts to finalize a termination in a timely manner.

As of the Termination Date, Plan Sponsor and the Plan will immediately stop using the Services, and Participants and Plan Sponsor will no longer have access to the Services. Human Interest may terminate any ERISA bond obtained by Human Interest for Plan Sponsor, at any time following the Termination Date. After the Termination Date, Plan Sponsors may submit a written request to Human Interest to receive a prorated refund of any prepaid annual Human Interest fees, less any unpaid amounts due and any discounts applied.

In the event Human Interest determines, in accordance with applicable Department of Labor and ERISA regulations, that the Plan has been abandoned by Plan Sponsor, Human Interest will make reasonable efforts to notify Plan Sponsor regarding the determination of abandonment. If Plan Sponsor does not respond to such notifications in the time period set forth in the notice, Plan Sponsor hereby directs

Human Interest to move the plan to a Qualified Termination Agent when possible, or to terminate and wind-down the Plan, including, without limitation, choosing a safe harbor IRA rollover provider, if necessary, and signing the final Form 5500. Except as required by applicable law, Human Interest will not be liable for any loss, cost, or liability arising from the abandonment determination or termination and winding-down of the Plan.

### **13. 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. The use of Human Interest Software is also subject to the terms of use applicable to those platforms ("Dashboard Terms of Use"). During the term of this Agreement, subject to the terms and conditions herein and any applicable Dashboard Terms of Use, 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 and is governed by such third-party's terms and conditions.



## 14. Privacy Policy and Confidentiality of Participant Information

Participants will be provided with Human Interest's Privacy Policy ("Privacy Policy") and the ability to opt out of certain sharing of their information, as applicable.

"Confidential Information" includes (a) of Human Interest, Participant Information and all identification codes and passwords that Human Interest may provide Plan Sponsor and/or Plan Administrator to access Human Interest Software in relation to the Plan; and (b) 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.

Confidential Information shall not include information that the receiving party can prove: (a) is generally publicly available through no fault of the receiving party, (b) was known to the receiving party, without restriction, at the time of disclosure; (c) was disclosed with the prior written approval of the disclosing party; (d) 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; (e) has become known to the receiving party, without restriction, from a third party under no confidentiality obligations with respect to such disclosure; or (f) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement.

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: (a) only use Confidential Information in connection with the Agreement to receive or provide the Services, as applicable (the "Permitted Activities"); (b) not disclose any Confidential Information to third parties other than as provided for in the Privacy Policy or as otherwise set forth herein; (c) 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); (d) 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; (e) promptly notify the disclosing party in writing of any material misuse, misappropriation or unauthorized disclosure of Confidential Information; and (f) 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 10 days after (i) the conclusion of the Agreement or (ii) 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.

Confidential Information may be disclosed (a) to the extent required pursuant to applicable law including the order, subpoena or other requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall promptly notify the disclosing party of any such court order or requirement, (b) in the case of Human Interest, to providers of investment options utilized by the Plan in order to comply with trading limitations, redemption fees, or other similar restrictions, (c) in the case of Human Interest, to legal counsel, payroll provider, or other similar Plan service providers, as necessary to carry out the Services, and (d) as permitted by Plan Sponsor or Human Interest, as applicable, in writing. 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.

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.

## **15. Notices**

By executing the Order Form through a duly authorized representative and providing its email address to Human Interest, Plan Sponsor consents to use the email address it has provided or the Plan Administrator Dashboard (instead of postal mail) 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. 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 the 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.

## **16. 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 may propose an amendment to this Agreement by providing at least 45 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. 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 the rights of Plan Sponsor under this Agreement in any material respect.

## **17. 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.

## **18. Survival**

The terms of the following Sections of this Agreement shall survive the termination of this Agreement: Section 10 (Data Security; Restrictions), Section 11 (Indemnification and Liability), Section 12 (Term and Termination), Section 13 (Intellectual Property Rights), Section 14 (Privacy Policy and Confidentiality of Participant Information), Section 15 (Notices), Section 23 (Governing Law), and Section 24 (Arbitration; Waiver of Jury Trial).

## **19. 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.

## **20. 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 all or any of their rights, liabilities, or obligations under this Agreement to an unaffiliated party without the prior written consent of the other party; 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 Human Interest, Human Interest 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.

## **21. 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.

## **22. Taxes**

Unless Plan Sponsor timely provides, as applicable, Human Interest with a valid and applicable exemption certificate satisfactory to Human Interest, 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 property-related levies on its owned or leased real property or 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.

## **23. Governing Law**

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.

## **24. Binding Arbitration; Waiver of Jury Trial**

(a) All disputes, claims and controversies arising out of, or relating to, this Agreement or the breach of this Agreement, including disputes related to jurisdiction, arbitrability, and this Agreement's formation, existence, validity, enforceability, or scope, but excluding any dispute principally related to either party's intellectual property rights (which will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by binding arbitration in San Francisco, California before a single arbitrator in an arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures, as may be amended.

(b) The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(c) A party must provide notice of its intent to commence arbitration at least 30 days prior to commencing arbitration. Service shall be made by mail upon a party's registered agent with a copy sent via email to legal@humaninterest.com. During this time period, the parties will meet for the purpose of resolving the dispute prior to commencing arbitration.

(d) The parties will keep confidential the existence of the arbitration, the arbitration proceeding, the hearing and the arbitrator's decision, except (i) as necessary to prepare for and conduct the arbitration hearing on the merits; (ii) in connection with a court application for a preliminary remedy or confirmation or enforcement of an arbitrator's decision; (iii) in confidential settlement negotiations; (iv) to professional advisors who are subject to a duty of confidentiality; and (v) as the law otherwise requires. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration, except as the law requires or if the evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

(e) To the extent law permits, any dispute between the parties will be conducted only on an individual basis and not in a class, consolidated or representative action. The parties agree to the application of the JAMS Mass Arbitration Procedures and Guidelines, as may be amended, to any Mass Arbitrations (as defined therein).



(f) If for any reason a claim or dispute proceeds in court rather than arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

## **25. Independent Contractors**

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

## **26. Additional Services**

To the extent that Plan Sponsor elects to engage an Unaffiliated Advisor or another registered investment advisor, Plan Sponsor represents and warrants that it will provide Human Interest with an Advisor Authorization and such other written documentation as Human Interest may reasonably request to demonstrate (a) the relationship between Plan Sponsor and Unaffiliated Advisor; (b) the delegation of authority from Plan Sponsor to Unaffiliated Advisor and (c) any changes to the relationship between Plan Sponsor and Unaffiliated Advisor. Plan Sponsor acknowledges and agrees that Human Interest shall have no responsibility to monitor or evaluate such Unaffiliated Advisor and Human Interest expressly disclaims any and all responsibility with respect to the acts, omissions, and decisions of the Unaffiliated Advisor. If directed by Plan Sponsor, Human Interest will segregate from Plan assets and forward to Human Interest Advisors and each Unaffiliated Advisor ("Investment Advisor"), as applicable, an asset-based fee ("Investment Advisor Fees"), in the amount or percentage Plan Sponsor will direct. Plan Sponsor acknowledges and agrees that the Order Form or Advisor Authorization will constitute Plan Sponsor's direction to Human Interest to pay the Investment Advisor Fees to an Investment Advisor as authorized and directed therein. Plan Sponsor authorizes Human Interest to debit individual Participant accounts (or the Plan) for such Investment Advisor Fees. Plan Sponsor acknowledges and agrees that Human Interest will exercise no discretionary authority or control with regard to the payment of Investment Advisor Fees pursuant to Plan Sponsor's direction and that Human Interest does not assume, and expressly disclaims, any and all responsibilities related to any payments made to an Unaffiliated Advisor on behalf of Plan Sponsor. 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 Investment 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 Investment Advisor Fees and shall be entitled to stop segregating such Investment

Advisor Fees from Plan Assets until sufficient information and/or cooperation has been provided, as determined in the reasonable judgment of Human Interest.

## **27. 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. Error corrections may be subject to, and will be completed in accordance with, applicable laws and regulations. To the extent there is a discrepancy between the general principles described below and applicable laws and regulations, Human Interest will correct the error in accordance with applicable laws and regulations, as determined in Human Interest's discretion.

Notwithstanding any provision herein to the contrary, to the extent an error: (a) 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 (b) 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 same 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.

#### *Prior Versions of the Terms of Service*

- {January 31, 2022}.
- {March 1, 2023}.
- {July 14, 2023}.
- {February 1, 2024}.
- {January 14, 2025}.



# Company

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## Solutions

401(k) Plans

403(b) Plans

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Monday - Friday

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

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San Francisco, California 94111

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