



PLAN NOTICE SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”) is entered into effective as of the date specified on the signature page (the “Effective Date”) between Plan Notice LLC, a Louisiana Limited Liability Corporation, D/B/A Plan Notice (“Plan Notice”), and the plan sponsor of the plan identified on the signature page (the “Plan Sponsor” and the “Plan,” respectively) with reference to the following:

A. Plan Notice assists sponsors of company sponsored retirement plans meet their compliance responsibilities by furnishing participants with legally required notices and disclosures and by seeking to locate participants with whom plans are having difficulty communicating (“missing participants”).

B. Plan Sponsor wishes to engage Plan Notice to assist it in providing required notices and disclosures to the participants in the Plan (“Participants”) and assist the Plan in obtaining current contact information for the Participants and in carrying out steps to locate missing participants in accordance with guidelines provided by the Department of Labor (DOL) and Internal Revenue Service (IRS). Additionally, the Plan Sponsor would like Plan Notice to conduct Additional Services as defined in Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. Plan Notice Services. Plan Sponsor hereby engages Plan Notice to provide the services identified in Exhibit A to this Agreement (the “Services”), and Plan Notice agrees to provide the Services in accordance with the terms of this Agreement.

2. Compensation. Plan Notice shall be entitled to the fees provided for in Exhibit C to this Agreement, which fees shall be paid as specified in Exhibit C. The Plan Sponsor agrees that this Agreement and Exhibit C shall satisfy Plan Notice’s fee disclosure requirements under Section 408(b)(2) of ERISA and the regulations promulgated pursuant thereto.

3. Term and Termination. This Agreement shall remain in effect beginning on the Effective Date and continuing until terminated by either party upon not less than 30 days written notice to the other or as specified below.

a. This Agreement shall automatically terminate if either party breaches its obligations under this Agreement, including a failure to pay any amount when due to Plan Notice hereunder, and fails to correct such breach within 30 days (10 days in the case of a failure to pay amounts owed to Plan Notice) after written notice of the breach from the other party.

b. This Agreement shall automatically terminate if either Plan Sponsor or Plan Notice declares bankruptcy or otherwise becomes insolvent.

From and after the date the termination takes effect, Plan Notice shall have no further responsibilities to provide Services to the Plan or Participants and shall return all Plan information, including Participant identifying information, to the Plan; provided that Plan Notice may retain all such information as may be reasonably necessary to document its Services during the term. In the event of a termination by either party, Plan Notice will be entitled to receive compensation for all work performed up to the date the termination takes effect.

4. Role of Plan Notice. In providing the Services hereunder, Plan Notice shall not:
- a. Be or become a fiduciary to the Plan or the Participants;
 - b. Provide any legal, financial, accounting, or other advisory services to the Plan or the Participants;
 - c. Be deemed to be a joint venture or partner of or with the Plan Sponsor; or
 - d. Have any obligation to interpret the Plan or provide any assistance with respect to the administration of the Plan except as specified herein.

Nothing in this Agreement shall give Plan Sponsor the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Plan Notice is for all purposes hereunder an independent contractor, and in no event will Plan Notice be considered an agent or employee of Plan Sponsor or any of its subsidiaries or affiliates for any purpose.

5. Confidentiality; Cybersecurity.

a. All information furnished by either of the parties to the other will be treated as confidential and will not be disclosed to third parties except as required by law, as required to perform the Services, or as otherwise mutually agreed upon in writing by Plan Notice and Plan Sponsor; provided, however, that confidential information does not include any information that (1) is or becomes generally available to the public other than as a result of the receiving party's breach of this Section 5; (2) is or becomes available to the receiving party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such confidential information; (3) was in the receiving party's possession prior to the disclosing party's disclosure hereunder; or (4) was or is independently developed by the receiving party without using any confidential information. Plan Notice further agrees as follows:

- i. Plan Notice accepts full responsibility for security breaches to the Plan Notice system.
- ii. Plan Notice shall provide the Plan, upon request, with copies of third party conducted security audits, internal logs of system access related to the Plan's data, and copies of its cybersecurity insurance and errors and omissions insurance policies.
- ii. All Plan and Participant data shall only be used for communications that will benefit the Plan and Participants, and any outside use of the data shall only be done with written consent from the Plan.
- iii. Plan Notice shall notify the Plan of a security breach within 72 hours of confirmation of the breach. Plan Notice also agrees to lead any investigation if the breach stems from its system.
- iv. Plan Notice shall comply with all applicable laws and rules related to Participant privacy, confidentiality, or security.

b. Additional disclosures regarding Plan Notice's cybersecurity protections are described on Exhibit D to this Agreement.

6. Indemnification.

a. Plan Notice agrees to accept responsibility for proper Participant notification as described by the Department of Labor notification guidelines. In the case of finding by the Department of Labor or Internal Revenue Service that the Plan failed to issue notices and disclosures as required by ERISA Plan Notice agrees to reimburse the Plan or Plan Sponsor for any penalties or fees assessed due to legal violations which are the result of Plan Notice's failure to carry out its duties properly. Notwithstanding the foregoing, Plan Notice shall have no liability and will not be responsible for reimbursing the Plan or Plan Sponsor for any penalties or fees associated for the failure to provide notices and disclosures to Participants where Plan Notice is not engaged to conduct missing participant searches on behalf of the Plan.

b. The Plan and Plan Sponsor shall be responsible for maintaining all employee census data on an up-to-date basis in the Plan's records, and shall provide Plan Notice with access to such records promptly upon request. The Plan shall notify Plan Notice immediately of any internal complaints related to the Plan Notice services and/or any warnings or notices of investigation submitted to the Plan by outside regulators. Plan Sponsor shall indemnify and hold Plan Notice harmless from any loss, cost, expense, penalty or claim arising out of the failure to carry out the obligations specified in this Section 6.b.

7. Arbitration.

To the extent permitted by law, all controversies between the parties, which may arise out of or relate to any of the Services provided by Plan Notice under this Agreement, or the construction, performance or breach of this or any other Agreement between Plan Notice and Plan Sponsor, whether entered into prior to, on or subsequent to the date hereof, shall be settled by binding arbitration in New Orleans Parish, Louisiana, under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

8. Limitation of Liability.

In no event shall Plan Notice be liable to Plan Sponsor, the Plan, any Participant or to any third party for any loss of revenue or profits, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not Plan Notice has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

9. General Provisions.

a. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters.

b. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived, only if such modification, amendment, or waiver is (i) in writing and signed by the party agreeing to the modification, or (ii) in the manner set forth in Section 9.c.

c. Plan Notice may propose to increase or otherwise change the fees charged, or to change the Services provided by giving Plan Sponsor at least sixty (60) days advance notice of the proposed change. The notice shall be given in the manner described in Section 9.f. below. The notice will (i) explain the proposed modification of the fees or Services; (ii) fully disclose any resulting changes in the fees to be charged as a result of any proposed change in the Services; (iii) identify the effective date of the change; (iv) explain Plan Sponsor's

 **Plan Notice**

right to reject the change or terminate this Agreement; and (v) state that pursuant to the provisions of this Agreement, if Plan Sponsor fails to object to the proposed change(s) before the date on which the change(s) become effective Plan Sponsor will be deemed to have consented to the proposed change(s).

If Plan Sponsor rejects any change to this Agreement proposed by Plan Notice, Plan Notice shall not be authorized to make the proposed change. In that event Plan Sponsor shall have an additional sixty (60) days from the proposed effective date (or such additional time beyond 60 days as may be agreed by Plan Notice) to locate a service provider in place and instead of Plan Notice. If at the end of such an additional sixty (60) day period (or such additional time period as agreed by Plan Notice), the parties have not reached an agreement on the proposed changes, this Agreement shall automatically terminate.

d. Neither party shall have any liability for any failure or delay in the performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, pandemics, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

e. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Plan Sponsor or the Plan or any other party may have under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

f. Any and all notices, advice, or reports required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service, (iv) sent via email, or (v) sent via facsimile.

Plan Sponsor and the Plan expressly agree to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents and disclosures required under ERISA section 408(b)(2) at the email address listed on the signature page or such other email address as Plan Sponsor may designate in writing to Plan Notice. Plan Sponsor may revoke this consent at any time by providing notice to Plan Notice pursuant to this Section 9.f.

g. Plan Sponsor understands that Plan Notice performs services the same as or similar to the Services for other clients. Plan Sponsor recognizes that Plan Notice may provide such services for such other clients (including those who may have similar retirement plan arrangements as Plan Sponsor) that may differ from the services provided, given, or in the timing and nature of action taken, with respect to Plan Sponsor. Nothing in this Agreement shall be deemed to impose on Plan Notice any obligation to provide services to the Plan or Plan Sponsor with respect to the Plan in the same manner as it may serve any of its other clients. Sponsor also acknowledges that Plan Notice may, by reason of its other such activities as described above, from time to time acquire confidential information. Plan Sponsor acknowledges and agrees that Plan Notice is unable to divulge to the Plan Sponsor or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

h. Neither party may assign this Agreement without the prior written consent of the other.

i. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the state of Louisiana, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction.



j. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

By:

Its:

Email:

Effective Date:

PLAN NOTICE



By: Michael Kirschman

Its: CEO



Plan Notice
EXHIBIT A
SERVICES

Plan Notice will provide the indicated services for all plan Participants.

- A. Notice Confirmation. This service is provided with the following steps:
1. Plan Notice uploads all required participant communications to an accessible site maintained by Plan Notice.
 2. Plan Notice notifies all applicable Participants via email and/or first-class mail of the link to access the applicable participant communication.
 3. If a Participant fails to acknowledge the receipt of the email and first-class mail, Plan Notice will escalate the Participant to a “Locate” status. *
 4. In a Locate status, Plan Notice will undertake efforts to locate updated contact information for the Participant including: phone numbers (and will then call the Participant once the number has been located), communicating via social media direct messages, mailing certified mail to updated and verified addresses.
 5. Plan Notice will document all communication efforts with digital or recorded verification which is accessible by the Plan on the Plan Notice site.
 6. If a Participant is unable to be contacted, Plan Notice will request all Beneficiary information from the Plan and conduct the same communication effort, including email, first-class mail, phone calls, social media direct messages, and certified mail, with the Participant’s designated Beneficiary.

*“Locate” status refers to a Participant whose contact information appears to be invalid so that the Participant cannot receive Plan communications.

Plan Notice will provide the following information to the Plan regarding its services:

- As needed, Plan Notice will provide logs of actions taken related to the applicable services for each Participant during the previous quarter.
- On an annual basis, Plan Notice will provide a Compliance File compiling all work performed for the Plan during the previous year.

Plan Sponsor will assist Plan Notice by:

- A. Communication with Service Providers – Plan Sponsor will support Plan Notice by communicating with current and future services providers to ensure Plan Notice will receive needed data to provide its service.
- B. Notifying Plan Notice of needed Notices – Plan Sponsor will provide Plan Notice with any required notices that they are provided. Plan Sponsor understand that if a required notice is not provided to Plan Notice it is not Plan Notices responsibility to disseminate this notice.
- C. Participant Communication – Plan Sponsor will forward all communication from Participants regarding verification and notices to Plan Notice allowing Plan Notice to document.



EXHIBIT B

ADDITIONAL SERVICES

If the Plan has elected the services as detailed in Exhibit A, the Plan Sponsor may elect the following additional services by affirmative election below.

- Contact Confirmation** – Annually, Plan Notice will reach out to all plan participants for plans that have engaged services. This communication will include email, SMS, and first-class mail. The communication will request the participant to verify their contact information or submit updated information. The updated information will be reported to the Plan Sponsor to update both payroll and retirement plan records.
- Video Notices Summary** – Plan Notice will create a video summarizing the notice. These videos will be embedded into the Plan Notice communications to the participants. This service includes the video in one language (additional videos in additional languages are available upon request).
- Small Balance Rollouts** – Plans will have the option to elect for Plan Notice to manage their small balance rollouts as per the IRS safe-harbor requirements. Plan Notice will pull all terminated participants with a balance under the IRS limit and submit the required paperwork to the participant. Plan Notice will then wait the required amount of time and for any participant who still has a balance, Plan Notice will work with the designated custodial to transfer these balances.
- New Hire Packet Administration** – Plans will have the option of electing for Plan Notice to distribute new hire packets to all newly eligible employees. Plan Notice will pull all new hires and send them enrollment packets by either email or first class mail (determined by the Plan Sponsor) a minimum of 30 days prior to eligibility (only available for plans with 60 days or more wait period).

 **Plan Notice**
EXHIBIT C**FEES**

FEES FOR PER PARTICIPANT FEE WITH ESCALATION FOR NON-ACTIVE PARTICIPANTS ONLY. SERVICES OUTLINED IN EXHIBIT A.

Quarterly Fee -- \$2.00 per Participant for Participant Noticing engagement. This fee represents email and first-class mail verifying correct information or to disseminate plan notices. This fee will be charged to all Participant accounts in the Plan.

Fees for Required Work. If a Participant who is not actively employed with the plan sponsor (“Non-Active Participant”) does not acknowledge the notification, the following processes/fees shall be charged to the Non-Active Participant’s account –

- Phase 1 – **Location Search**, Call Center Communication (Calls, Text, Social Media), Certified Mail – \$95.
- Phase 2 – **Beneficiary Search**, all of the above for each beneficiary listed -- \$200 per beneficiary.

Note that Participants who are not otherwise Non-Active Participants shall not be included in the Phase 1 or Phase 2 searches. Plan Sponsor shall provide notice or authorize Plan Notice to provide notice to the Plan’s recordkeeper or custodian to remit charges directly from Participant accounts as provided herein.

Plan Sponsor shall pay or cause the Plan to pay the required fees to Plan Notice within 60 days of the date of Plan Notice’s invoice. Except for invoiced payments that Plan Sponsor has successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

FEES FOR ADDITIONAL SERVICES OUTLINED IN EXHIBIT B

Contact Confirmation Campaign – No fee is charged for this service if the Plan has engaged in standard services. Location search and beneficiary search fees apply to ex-employees with a balance who do not confirm or update their contact information.

Video Notice Summary – A fee of \$.50 per participant per quarter will be charged for this service.

Video Notice Summary additional language – A fee of \$100 per notice will be billed to the plan in the case an additional language is requested.

Small Balance Rollout – A fee of \$7.50 per participant who qualifies for a rollout as per the Plan Sponsor or the IRS rules.

Small Balance Rollout remail due to undeliverable mail – A fee of \$10.00 per participant who qualifies for a rollout and whose original communication was undeliverable as per USPS delivery.

New Hire Packet distribution – A fee of \$5.00 per new employee for electronic distribution of new hire packets. A fee of \$10.00 per new employee for first-class mail distribution to the new employee.

EXHIBIT C
CYBERSECURITY

Plan Notice will perform an annual SOC audit (Systems and Organizations Control). The audit report will provide confirmation from an outside audit firm (the “Auditors”) that Plan Notice has implemented best practices for internal and external security related to any data that is utilized by the Plan Notice system.

In addition to the SOC audit, Plan Notice takes responsibility for the retention of all Plan and Participant data utilized by its system. Plan Notice logs all activity related to such data.

As of the Effective Date, Plan Notice has not experienced a security breach. A detailed process related to how to handle security breaches is documented and approved by the Auditors.

The Plan Notice cybersecurity insurance policy protects the Plan, the Plan Sponsor and the Participants against harm that is caused due to cyber-attack or identity theft stemming from a breach in data from the Plan Notice system.

Copies of the foregoing items will be provided upon written request to enable the Plan Sponsor to monitor the performance by Plan Notice of its obligations to protect Plan and Participant data.