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MASTER EMPLOYER SERVICES AGREEMENT

American Fidelity Assurance Company ("**American Fidelity**" or "**We**" or "**Us**") is pleased to partner with the employer signing below ("**Employer**" or "**You**"), to assist You with enrolling Your employees in their selected benefits and offer the services You have elected or that You may wish to obtain from time to time (the "**Services**"). The parties agree to the terms and conditions set forth in this Master Employer Services Agreement (the "**Master Agreement**") and in each exhibit ("**Exhibit**") referencing this Master Agreement, whether entered into at the same time as this Master Agreement or at a later date. Each Exhibit is incorporated into this Master Agreement; the Exhibits and this Master Agreement are collectively referred to as the "**Agreement**."

1. **Our Obligations**.

a. We will perform the services selected as of the date hereof, or those added from time to time by Your request (the "**Services**"), in a professional and timely manner, and in compliance with all applicable laws.

b. In connection with the Services and with the sales of supplemental insurance products ("**Products**"), We will provide You with enrollment support during mutually agreeable days and times, and We will provide salaried account managers during the enrollment. At Your request, We will assist with new hire enrollment.

c. We will be responsible for providing, administering, managing, and supporting all resources that We require to provide, perform, and deliver the Services. This includes personnel, hardware, software, and facilities.

2. **Your Obligations**. In exchange for the Services, You agree to support Us as follows:

a. Allow Us to be the primary provider for the Products, and allow Us to offer Your eligible employees the Products and participant services that You select, whether through a Section 125 flexible benefit plan or other arrangement, to the extent permitted by law;

b. Support annual opportunities to communicate the Product offerings through a jointly determined and approved enrollment process and assist Us by communicating with employees explaining the benefits of meeting with American Fidelity;

c. Permit Us opportunities to present to employees prior to enrollment;

d. Provide Us with adequate working conditions (for example, building space for one-on-one benefit reviews) during annual enrollment meetings;

e. Provide Us with an employee census in order to prepare the enrollment within the time frame agreed upon each year;

f. Grant Us a limited license to use Your name, logo and other identifying marks to personalize marketing materials for You and Your employees, and to otherwise provide the Services;

g. Promptly notify Us of any employee status changes due to termination or leave of absence;

h. Collect deductions and/or contributions for insurance premiums and any Participant Reimbursement Account pursuant to each Participant's elections and deliver such funds to Us (with allocation details provided via online reconciliation or electronic files) within 30 days of the last payroll deduction in the applicable invoice period, unless other timing is agreed upon; and

i. Utilize Our online billing services to manage billing and payment of Our invoices.

3. **Employer Data**. You will provide or make available to Us, in an agreed-upon format, information and about You and Your employees as is necessary and appropriate for determination of eligibility and Our

preparation for the enrollment ("**Master Census File**"; the data in the Master Census File, as updated from time to time, is referred to as the "**Employer Data**"). You authorize Us to use the Employer Data to perform the Services; Our different Services may require updates to Employer Data at varying frequencies. We are authorized to access, use, modify, transmit, maintain, and disclose Employer Data as necessary and appropriate for the completion of the enrollment and to perform the Services throughout the term of this Agreement. Further, You hereby grant Us permission during the term of this Agreement to use the Employer Data for processing claims and benefits under other insurance policies or certificates We have issued to You or Your employees. You are and shall remain the owner of the Employer Data. You acknowledge that You have authority to instruct Us in how to handle Employer Data. You agree that We may rely on the accuracy of Employer Data as provided or made available by You. We will utilize reasonable administrative, physical, and technical security measures to protect the confidentiality of the Employer Data, all subject to the privacy and data handling practices described at www.americanfidelity.com/privacy, as updated from time to time (the "**Data Handling Practices**"). If applicable, each party shall comply with the provisions of the Business Associate Agreement located at www.americanfidelity.com/baa, as We may update from time to time (the "**Business Associate Agreement**" or "**BAA**"), with respect to Employer Data that constitutes "Protected Health Information" under federal law. We understand that for certain Services, We are considered a Business Associate under HIPAA. The Data Handling Practices and the BAA are incorporated into this Agreement by this reference. You will notify Us if You experience any unauthorized access to Your information security network or any compromise of Your credentials, if such compromise may impact the accuracy of Employer Data or affect Our provision of Services.

4. **Proprietary Information**. You acknowledge that We (and Our third-party licensors and suppliers) own and will retain all right, title, and interest in and to any computer programs and software, and other proprietary information (collectively, "**IP**") that We provide and use to perform the Services or otherwise made available to You under this Agreement. We represent that We have the rights necessary for You to access and use the IP in the performance of the Services or otherwise in accordance with this Agreement. You agree to use any IP We make available to You under this Agreement solely as necessary to receive the Services. You will identify and assign appropriate access rights to individuals who will access and use Our online service center or the administrator account within AFenroll on Your behalf (the "**Authorized Users**"). You will securely administer the use of access credentials by Your Authorized Users. Access credentials may not be shared or used by more than one individual during any given period of time; however, You may add and remove Authorized Users from time to time, as reasonably necessary to accommodate changes in personnel and duties. You will not, and will not let your Authorized Users modify, reproduce, reverse engineer, duplicate, copy, sell, resell or exploit any portion of Our online or electronic resources. You will be responsible for any access to the portal or any Employer Data input by any Authorized User (or through use of any of their access credentials). You must notify Us immediately of any unauthorized use of access credentials or any other actual or suspected breach of security regarding the portal of which You become aware. We will not be liable for any events or circumstances, or any damages You or any third-party incur, resulting from Your failure to comply with this provision.

5. **Provision of Data to Third Parties At Your Direction**. If You instruct Us to release Employer Data to third parties (to Your benefit consultant, other insurance carriers, or Your System (defined below), for example), You will be responsible for compliance matters relating to that release, and We cannot be held liable for any acts or omissions of such third parties in connection with Employer Data We provide pursuant to this section.

6. **Employer Software Integration** (if applicable). Where You request that We transmit data electronically from and to Your payroll or human resource information system (the "**System**") in order to facilitate Our provision and administration of insurance benefits and Services, You authorize Us to access Employer Data and (if applicable) to return updated information via the electronic methods (e.g., via EDI or API) permitted by Licensor or the System. You may withdraw your authorization upon written notice; We will cease access to the System and terminate any electronic data exchange in place. Where the System does not have a public API/EDI process, You agree to work with Your System's licensor for Us to share certain demographic, financial, or personal data related to Your employees with Your System.

7. **Other Responsibilities**. During the term of this Agreement, We shall maintain insurance coverages applicable to Our business, including statutory workers' compensation coverage and employer's liability; (b) automobile coverage; (c) commercial general liability insurance; and (d) cyber liability insurance. We self-insure for certain professional errors and omissions coverage.

8. **Confidentiality**. Each party shall keep confidential all information acquired relating to the following (all such information, "**Confidential Information**"): (i) the financial condition and other information relating to the business of the other party, including its rates for services and products, its business plans and arrangements; (ii) the administration and management procedures, techniques and practices currently used or acquired after the date hereof; and (iii) other information that should reasonably be assumed to be confidential or proprietary. Neither party shall at any time disclose or use such Confidential Information in any manner other than in connection with the provision or receipt of Services under this Agreement or in connection with enforcing its rights under this Agreement. Neither party shall under any circumstances use Confidential Information of the other party in any way reasonably perceived as detrimental to the other party. Notwithstanding the foregoing, the term "Confidential Information" shall not include the following: any information which was independently developed by a party without the use of the Confidential Information of the other party; any information which is or becomes available in the public domain during the term of the Agreement (without the fault of the other party); any information which is ordered to be released by requirement of a court of law or a governmental agency, statute or regulation; and any information independently made lawfully available to a party as a matter of right by a third party. Notwithstanding the foregoing, each party may disclose to and permit use of the Confidential Information of the other party by their respective legal counsel, auditors and representatives, provided that such legal counsel, auditors or representatives are bound by obligations of confidentiality. In the event that either party becomes subject to any legal or regulatory process involving the disclosure of Confidential Information, the receiving party will give the disclosing party prompt notice to allow the disclosing party a reasonable opportunity at its own expense to seek a protective order or other appropriate remedies.

9. **Breach of Confidentiality.** If We believe that the security, integrity or confidentiality of any Employer Data or Your Confidential Information in Our possession or control has been compromised or subject to unauthorized access, We will promptly notify You; take prompt action to investigate the incident or potential incident and mitigate any harm flowing from the incident; make any required notifications to third parties at Our expense; and take prompt action to prevent any similar incidents from occurring. If the Employer Data involved constitutes Protected Health Information, We will comply with the provisions of the Business Associate Agreement between Us. You will notify Us promptly if You believe that the confidentiality of Our Confidential Information has been compromised or subject to unauthorized access.

10. **Limitation of Liability**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF AMERICAN FIDELITY FOR ALL MATTERS OR CLAIMS RELATING TO THE AGREEMENT (INCLUDING ANY EXHIBIT) SHALL BE LIMITED TO THE AMOUNT PAID BY EMPLOYER FOR THE SERVICES WITH RESPECT TO WHICH SUCH CLAIM RELATES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM, EXCEPT WHERE AMERICAN FIDELITY HAS ENGAGED IN ANY TYPE OF INTENTIONAL MISCONDUCT. AMERICAN FIDELITY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

11. **Force Majeure.** We will not be responsible or deemed to have breached Our obligations for any interruption or delay in the performance of the Service due to causes beyond Our reasonable control, including but not limited, to: natural disasters; acts of God; civil disturbances; epidemics; disruption of public markets; armed conflict; acts of terrorism, national, regional, or local emergency; the inability to obtain sufficient materials or services required in the conduct of Our business, failures (including those related to cybersecurity incidents) of software, computers, servers, databases, systems, networks, telecommunication lines and connections, and other technology equipment, or any other occurrence beyond Our reasonable control (each, a "**Force Majeure Event**"). We will use diligent efforts to end the failure or delay and minimize the effects of any Force Majeure Event, and We shall resume the performance of Our obligations as soon as reasonably practicable after the removal of the cause.

12. **Term; Termination**. This Master Agreement and any Exhibits attached as of the date hereof shall last for one year from the date of Your signature, and after the first year, will automatically renew for additional one-year periods unless and until a party terminates with 60 days' written notice to the other. If an Exhibit doesn't describe an applicable start or ending date, the Exhibit shall be in effect so long as this Agreement is in effect, although individual Services may also be terminated with 60 days' written notice. If all Services provided under Exhibits are terminated and we no longer offer insurance Products to Your employees, then this Master Agreement shall automatically be terminated.

13. **Records; Transition Services**. Each party shall maintain, for such periods as required by applicable law, records of transactions under this Agreement and provide such information to the other party as is reasonably required to carry out the terms of this Agreement. At the conclusion of the term, We will deliver or make available to Your records relating to the Services. We will reasonably assist (as determined in Our discretion) with the transition of services to another provider but reserve the right to charge a reasonable market charge for specialized transition assistance.

14. **Notice**. All notices under this Agreement should be in writing sent to the notice address for each party below the signature blocks; a party may change its address by giving notice as described in this Section. Notices shall be deemed to have been received: (a) immediately upon personal delivery; (b) three business days after the date of posting of notice sent by U.S. Mail; or (c) on the date shown on the signature confirmation of the overnight service. We may also post notices regarding the Services on the applicable electronic portal for the Service, provided that such notice is conspicuous upon log on.

15. **Audit**. You will be authorized to perform an audit specifically related to Our performance under this Agreement upon reasonable prior written notice, with any audit to be performed during normal working hours. You acknowledge and agree that if You request an audit and need specialized assistance, You shall reimburse Us for reasonable expenses in assisting You to perform the audit.

16. **Miscellaneous Provisions**.

a. Services are provided to the extent permitted by law. We cannot provide tax or legal advice. You acknowledge and agree that the Services provided under this Agreement (including, but not limited to, information, materials, forms and on-line enrollment or service center access) are not intended to be, and will not be, relied upon by You as legal, financial, or tax advice.

b. The relationship between the parties is that of independent parties contracting with each other for the purpose of carrying out the terms of the Agreement. Nothing in the Agreement shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

c. We may also terminate or modify the Agreement when regulatory changes or restructuring of Our business require such changes.

d. In the event of a dispute, a party will inform the other and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If We are unable to reach a resolution, the parties agree that any unresolved dispute arising out of the Agreement shall be decided exclusively by binding arbitration with a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association, with the place of arbitration to be in the home city of party not making the initial demand. The arbitrator shall use Oklahoma law to understand and enforce the provisions of this Agreement, without regard to its conflicts of laws provisions.

e. If any provision of this Master Agreement, or any Exhibit, is invalid, illegal, or incapable of being enforced, all other terms or provisions shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. We will negotiate in good faith to modify this Agreement or Exhibit, to achieve as close to the original intent as possible.

f. Any amendment to this Agreement or an Exhibit must be in writing and signed by authorized representatives of each Party. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the Party waiving its right.

g. The Agreement may be executed in one or more counterparts, all of which together will be one original. Signatures to this Agreement may be delivered via PDF, facsimile or other reliable electronic delivery, and shall be binding as if they were originals. A party executing this Agreement electronically is consenting to electronically access, review, sign, and authenticate certain documents and statements.

h. This Master Agreement, together with any Exhibits, sets forth the entire understanding of the parties regarding the provision of Services and supersedes all prior or contemporaneous agreements, written or oral, between the parties relating to the subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below.

AMERICAN FIDELITY ASSURANCE COMPANY

By:

Name: Christopher A. Rodriguez

Title: Vice President

By: **Signature:**

Email: mbloom@nusd.org

Name: Printed Name

Title: Authorized Signatory

Please provide Your address for legal notices.

Address for Notice:

American Fidelity Assurance Company
Attn: Law Department
P.O. Box 25523
Oklahoma City, Oklahoma 73125

Address for Notice:

Attention To
Address Line
Address Line

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EXHIBIT FOR SECTION 125 ADMINISTRATIVE SERVICES

This Exhibit for Section 125 Administrative Services ("**Exhibit**") is by and between American Fidelity Assurance Company ("**American Fidelity**" or "**We**" or "**Us**") and the employer executing the Master Employer Services Agreement (the "**Master Agreement**") to which this Exhibit is attached ("**You**" or "**Employer**" or "**Sponsor**"), for Your Section 125 Flexible Benefit Plan (the "**Plan**"). This Exhibit is subject to the terms and conditions of the Master Agreement to which it is attached. Additional provisions relating to reimbursement accounts, if You have elected to offer them in Your Plan, are detailed in benefit-specific attachments that follow this Exhibit.

1. Definitions and Scope.

a. Definitions. Capitalized terms used in this Exhibit have the meanings provided at the end of this Exhibit or the meanings given in the Master Agreement or the Plan.

b. Scope of Services. You give Us the authority to act on Your behalf in connection with the Plan as expressly stated in this Exhibit. We undertake non-discretionary duties under this Exhibit and do not intend to be the named fiduciary, sponsor, or plan administrator of the Plan, or to assume any of the duties or responsibilities that go with those designations. You will be ultimately responsible for the design and operation of Your Plan. If the Plan is subject to ERISA, You are considered the plan administrator and named fiduciary of the Plan benefits.

2. Section 125 Administrative Services, Generally.

a. **Sample Plan Documents.** We will provide You, in your capacity as Sponsor of the Plan, with (a) sample documents for the creation of Plan documents for You to review, approve and execute, including sample board resolutions, plan documents and plan amendments (if any). You are responsible for reviewing and ensuring that such documents properly reflect the terms of the Plan, and You understand that We are not providing legal or tax advice by providing sample documents. If You deliver executed Plan documents to Us, We will retain them in Our records. You acknowledge that You are ultimately responsible for determining the legal and tax status of the Plan and for maintaining records of the Plan.

b. **Recordkeeping.** We will maintain, for the duration of this Exhibit, the usual and customary books, records and documents, including electronic records, that relate to the Plan and its Participants that We have prepared or received from authorized third parties. If You terminate Our recordkeeping services, we will deliver such records to You, subject to Our right to retain copies of any records We deem appropriate.

c. **Account.** You are required to collect contributions for insurance premiums and Participant accounts pursuant to each Participant's elections and where applicable, the Plan. You have requested that We remit payments for premiums and hold and administer account contributions as Your agent, for the benefit of Participants in the Plan. You hereby request that We establish a non-interest-bearing account for and on behalf of Employer and Participants in the Plan. Pursuant to the terms and provisions of the Plan, You will collect and deliver to Us all amounts collected under the Plan as soon as reasonably possible following Your receipt in accordance with the terms of the Plan, and all amounts We receive will be credited to Your account. No credits for adjustments on previous billings are allowed; any necessary adjustment will be resolved via written agreement, separately from contributions.

d. **Customer Service.** We will make available (directly or through our service providers) an electronic portal for Participant self-service relating to certain products and services in the Plan, and will have customer service personnel during our normal business hours. We will not be deemed in default of the Agreement, nor held responsible for, any cessation, interruption or delay in the performance of Our obligations hereunder due to causes beyond Our reasonable control, including, but not limited to, natural disaster, acts of God, labor controversy, civil disturbance, disruption of the public markets, epidemic or pandemic, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of Our business, including Internet access, or any change in or the adoption of any law, judgment, or decree.

e. **Participant Services**. We will make available to each Participant an online portal, where Participants may view, as applicable, policy information, balances, statements, transactions, contribution and distribution information, investment positions, and access forms and documents. We will also provide access to an online payment solution, which provides Participants with the ability to add and store payees and make one-time or recurring payments to payees or themselves. Participants are solely responsible for providing complete and accurate payee and identification so that they may be properly credited by the provider; and ensuring sufficient funds and time for such directed payments. We shall make available monthly statements to Participants to view and download from the website. There may be a nominal charge to Participants for paper statements. We shall make information available to educate employees about the available Plan options, to help employees make contribution decisions, and spend their account balances. This may include educational programs, online resources, and email-based messaging.

3. Section 125 Services Relating to Reimbursement Accounts.

a. **Claims Processing; Appeals.** We will accept and process Reimbursement Account claims received from Participants in Our usual and customary manner, in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document), and in accordance with applicable law. (Insurance claims related to insurance products offered as benefits under the Section 125 Plan are subject to the applicable policy language and requirements and are not processed under this Exhibit.) We will notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, or which require additional documentation or substantiation, and will provide an adequate period of time for the Participant to provide the required documentation or to resubmit the claim. We will refer to You for final determination of any claim for benefits under a reimbursement account plan that is appealed after Our denial, or (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; (c) any other appeal; or (d) any claim which requires interpretation of the Plan document or other claims processing and approval guidelines You have provided. Where applicable, We will follow the requirements of ERISA as reflected in the Plan document with regard to denial of claims.

b. **Prior Reimbursement Requests**. Except as specifically agreed upon in writing between You and Us, We will have no duty or obligation with respect to claims incurred prior to Our becoming the recordkeeper ("**Prior Reimbursement Requests**"). You agree that: (a) We have no responsibility or obligation with respect to Prior Reimbursement Requests; and (b) if We have not explicitly agreed in writing to process Prior Reimbursement Requests, You will be responsible for processing such requests (including any run-out claims) and maintaining legally required records of all Prior Reimbursement Requests sufficient to comply with applicable legal (e.g., Code substantiation) requirements. Sponsor shall retain full responsibility for the accuracy and overall compliance of its Plan with respect to the claims processing prior to Our appointment as recordkeeper. If We have explicitly agreed in writing to process Prior Reimbursement Requests or provide other administrative services before the effective date of Our appointment, We will process and reimburse such claims upon Your request, using each Participant's remaining balance as You indicate. We will not be responsible or liable for any consequences, damages, penalties, or similar issues relating to Prior Reimbursement Requests or Prior administration services, including but not limited to processing and reimbursing FSA or HSA claims per Your direction from Your previous Plan year (or any portion thereof) which was not fully administered by Us.

c. **Payment of Benefits.** You authorize Us to pay or deny claims for reimbursement of eligible medical expenses and eligible dependent care expenses in accordance with the terms of the Plan and the Code. You authorize and direct Us to pay Plan benefits from Your Account. Upon Your election, We will make a Benefits Debit Card available to Participants. The debit card will be linked to the Participant's applicable Reimbursement Account and may be used to pay for qualified medical expenses from Your Account. Participants will be subject to the terms and conditions of the cardholder agreement distributed with the card.

d. **Financial Responsibility for Claims; Reconciliation.** Funding for any benefit payment to (or on behalf of) the Participants under the Reimbursement Accounts, including but not limited to, all benefits payable to or on behalf of Participants and Beneficiaries in accordance with the Plan, is the sole responsibility of Sponsor. You acknowledge and agree that if debit cards are issued at Your request, Sponsor shall have responsibility for any transactions initiated by holders of such cards, including any Participant or beneficiary or any spouse or other third party. At the end of the Plan year, We will reconcile the

contributions due under Your Plan with disbursements made, and You agree to accept liability for, and provide sufficient funds to satisfy, all payments to Participants and beneficiaries under the Plan, including claims for reimbursement for covered expenses as described in the applicable Plan documents, if such expenses are incurred, the claim is presented for payment (and where applicable, substantiated) during the term of this Exhibit. The foregoing sentence does not apply to employee contributions to the Healthcare FSA where You have applied for the Policy. You agree to reimburse Us within 30 days of the Your receipt of the notification of the amount due. This notification will be sent following the run-off period at the end of the Plan year.

e. **Reporting; Tax Forms.** We will make available information to You and to Participants via electronic means. You may request summary reports from Us. We will provide information related to Our Services that may be necessary for You to prepare and satisfy any state or federal reporting or disclosure requirements.

f. **Standard of Care; Erroneous Payments.** We will use reasonable care and due diligence in the exercise of Our powers and the performance of Our duties under this Exhibit, provided that a higher standard of care will be exercised where required by applicable law. If We make any payment under this Exhibit to an ineligible person, or if more than the correct amount is paid, We will make reasonable efforts to recover any payment made to or on behalf of an ineligible person or any overpayment made to a Participant. You will cooperate with Us and any other parties (for example, parties involved in processing any debit card transactions) to recover funds credited to or expended by Participants in error. You will assist us in applying the Code requirements when improper benefit card transactions occur, including, where applicable, offsetting against subsequent valid expense claims under the Plan, invalidating a Participant's debit card, or reducing wages to repay an improper expense. If the improper expense remains unpaid, You may be asked to treat the payment as indebtedness to the Plan and report the unpaid amount as cancellation of indebtedness income on the Participant's Form W-2.

g. **Notices to Sponsor.** We will provide You all notices (including any required opt-out notice) reflecting Our privacy policies and practices as required by state and/or federal law (including HIPAA and the Gramm-Leach-Bliley Act).

4. **Additional Sponsor Responsibilities**. From time to time, We may ask You to interpret Your Plan and provide Us with written direction on (i) the proper interpretation of the Plan's terms or any expense reimbursement provision and (ii) payment of benefits. You may be legally required to perform certain testing to determine compliance with nondiscrimination rules under the Code; We will provide sample worksheets as a resource but do not perform the testing. We ask that You notify Us when a valid change event has occurred that would entitle a Participant to special enrollment rights or mid-year election changes. We ask that You provide Us with the information We request that is necessary to perform Our functions under this Exhibit, including information concerning the Plan and the eligibility of individuals to participate in and receive Plan benefits. You agree that We may rely on the information You provide. We recommend that You keep copies of all source documents of information that You provide Us, as we will not be considered the keeper of your official business records.

5. **Business Associate Agreement**. We may be considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended, with regard to one or more employee benefits or arrangements offered as part of the Plan. To that extent, the BAA will apply to such services.

6. **Term; Termination**. This Exhibit will begin on the date of the execution of the Master Agreement to which this Exhibit is attached and shall remain in effect until completion of the first full Plan Year thereafter. At the end of the first Plan year, this Exhibit will continue in full force and effect until terminated. This Exhibit may be terminated in the manner required by the Master Agreement; this Exhibit will automatically terminate upon termination of the Plan if You certify to Us that no further benefits are to be paid to Participants.

7. **Definitions**.

"Account" means one or more accounts maintained in Your name for the payment of Plan benefits.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations and official guidance issued thereunder.

"DCA" means a dependent care account.

"Employer" means Sponsor and any successor or affiliate which maintains the Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, including regulations and official guidance issued thereunder.

"**Exhibit**" means this Exhibit for Section 125 Administrative Services, with any and all further supplements and amendments thereto.

"Healthcare FSA" means a healthcare flexible spending account or a limited purpose flexible spending account.

"**HRA**" means a Health Reimbursement Arrangement. While HRAs are governed by their own plans and are not eligible to be included in Section 125 Plans, the services provided are the same (sample plan document, recordkeeping and claims) as provided herein and as described in the HRA Exhibit.

"HSA" means a Health Savings Account.

"**New Participant**" means an employee newly hired during the plan year and who has not previously participated in the flexible spending accounts during the current plan year.

"Participant" means any employee of Yours or a participating affiliate who is eligible to, and does, participate in one or more of the benefit arrangements provided under the Plan. For purposes of the Healthcare FSA, "Participant" does not include employees who participated during the current plan year, left the plan by discontinuing contributions to the plan, and who then are rehired.

"**Policy**" means the medical expense reimbursement insurance risk coverage contract. You have either (a) applied for coverage under the Policy, (b) not applied for the Policy and will assume the uniform coverage risk for the medical expense reimbursement; or (c) have not submitted any signed Agreement because the Plan does not include medical expense reimbursement.

"**Reimbursement Account**" means any of the Healthcare FSA, HSA, Health Reimbursement Arrangement, and DCA, as applicable.

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APPLICATION FOR
HEALTHCARE FLEXIBLE SPENDING ACCOUNT RISK COVERAGE

Employer hereby makes application for Healthcare FSA Risk Medical Expense Reimbursement coverage (also referred to as Medical Expense Reimbursement coverage) as issued by American Fidelity Assurance Company ("**American Fidelity**"). Employer has subscribed to a trust for the purpose of obtaining coverage.

The effective date of coverage shall be the first date of the Healthcare FSA Plan Year for which coverage is elected as indicated in Employer's Section 125 Plan document.

The maximum plan year reimbursement per participant will be the amount indicated in the Plan document in Section F. 7. In no event can the maximum exceed the amount adjusted for inflation in accordance with the law.

Annual Premium: In Kind and Administrative Services provided to Company by Employer. These services include making employment information, payroll information, employees, and space available to Company to facilitate enrollments.

Employer is acquainted with the eligibility rules and understands that no coverage is inforce until this application has been approved by American Fidelity.

Employer Name: Novato Charter School

Signature:

Email: mbloom@nusd.org

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EXHIBIT FOR HEALTHCARE FSA ADMINISTRATIVE SERVICES

This Exhibit for Healthcare Flexible Spending Account (FSA) Administrative Services is by and between American Fidelity Assurance Company ("**American Fidelity**", "**We**" or "**Our**") and the employer ("**Employer**" or "**You**") executing the Master Employer Services Agreement to which this Exhibit is attached (the "**Master Agreement**"). This Exhibit is subject to the general terms of the Master Agreement and the Exhibit for Section 125 Administrative Services ("**125 Exhibit**"). The 125 Exhibit describes Our services that apply to multiple reimbursement accounts, and FSA-specific services and provisions are addressed below. All capitalized terms that are not separately defined in this document will have the meanings described in the 125 Exhibit or the Agreement.

You have elected to offer Your eligible employees Healthcare Flexible Spending Accounts ("**FSAs**") and have requested that American Fidelity serve as the recordkeeper.

1. We will provide services in connection with offering FSAs to Your benefit-eligible employees. To the extent You provide support for the FSAs, You agree to do so in compliance with the terms of Your Plan and applicable federal and state laws, rules and regulations.

2. Eligible employees may elect to enroll in an FSA during the enrollment process. We will establish a recordkeeping account for each Participant and maintain a record of each account on an on-going basis.

3. We will administer and recordkeep the FSAs as provided in the 125 Exhibit.

4. If You have elected in the Plan document to provide a grace period following the end of the Plan year during which claims incurred in the current taxable year may be paid from prior Plan year contributions, We will treat any claim for expenses incurred during such grace period as a claim for reimbursement from current taxable year contributions unless You or Participant provides written notice to Us at the time of such claim that the claim is for the preceding taxable year.

5. If You have elected in the Plan document to permit Participants to roll over a portion of unused funds from the prior taxable year to the current taxable year, We will account for these rolled over funds, shall increase Participants' total eligible FSA balance for reimbursement of claims incurred in the current taxable year by the amount of the unused funds rolled over, and shall reimburse claims incurred in the current taxable year from these prior year contributions as applicable.

6. You may elect to apply for the Policy (as defined in the 125 Exhibit), which covers Employer's risk of loss on medical expense reimbursements for employee Participants who terminate employment without making the contributions required. If You apply for the Policy, Participants may not make election changes except in the case of termination of Participant's employment, unless We agree with You in a written amendment. The Policy only applies to Participant contributions.

7. In the event of termination of this Exhibit: If You signed up for the Policy, any and all amounts held in the Account will be returned to You in accordance with the terms of the Policy, and You will then be solely responsible for the performance of the duties otherwise required to be performed by Us under this Exhibit or under the Plan. If We insure the uniform coverage risk, the Policy will also terminate and all risk will revert back to You. (This would include instances where You consolidate with another entity during the Plan year and do not allow the FSAs to run the full length of the Plan year.) If You terminate Our services, or if You terminate either the Section 125 Plan or the FSAs, We will honor the runoff period only if You promptly provide funds to pay any outstanding claims.

AMERICAN FIDELITY
a different opinion

EXHIBIT FOR DEPENDENT CARE ACCOUNT ADMINISTRATIVE SERVICES

This Exhibit For Dependent Care Account (DCA) Administrative Services is by and between American Fidelity Assurance Company ("**American Fidelity**", "**We**" or "**Our**") and the employer ("**Employer**" or "**You**") executing the Master Employer Services Agreement to which this Exhibit is attached (the "**Agreement**"). This Exhibit is subject to the general terms of the Agreement; the Exhibit For Section 125 Administrative Services ("**125 Exhibit**") describes Our services that apply to multiple Plan accounts, with DCA-specific services and provisions addressed below. All capitalized terms that are not separately defined in this document will have the meanings described in the 125 Exhibit or the Agreement.

You have elected to offer Your eligible employees Dependent Care Accounts ("**DCA**") and have requested that We serve as the recordkeeper.

1. We will provide services in connection with offering Dependent Care Accounts to Your benefit-eligible employees. You will be responsible for determining (a) who is eligible, (b) the maximum amount of eligible contributions, and (c) reporting Participants' elected contribution amounts on Participants' Forms W-2 each year. To the extent You provide support for the DCAs, You agree to do so in compliance with the terms of Your Plan and applicable federal and state laws, rules and regulations.

2. Eligible employees may elect to enroll in a DCA during the enrollment process. We will establish a recordkeeping account for each Participant and maintain a record of each account on an on-going basis. We shall receive and hold in a custodial account Participants' and Sponsor's contributions to the Participants' DCAs.

3. We will administer and record keep the DCAs as provided in the 125 Exhibit, except that with respect to DCA claims, if the amount of the claim exceeds the amount the Participant has had withheld to-date, We will hold the claim open until sufficient funds have been withheld to pay the full claim.

4. We will provide You with a summary of contributions to Your Participants' DCAs for your preparation of W-2 forms.

AMERICAN FIDELITY
a different opinion

SUBSCRIPTION AGREEMENT

American Fidelity Assurance Company ("**American Fidelity**", "**We**" or "**Us**") can issue group insurance certificates or policies in two ways – directly to the participating employer ("**Employer**" or "**You**") or through Your participation in a trust for purposes of issuing coverage. Trust issuance allows a standard set of plan benefits at the same rate for a specific industry, which spreads the risk out over a large pool of participants. Whether issued directly or through a trust, there is no difference in the resulting coverage, but the method of issuance can depend on the states Your employees live in.

This Subscription Agreement allows You to subscribe to one or more of the trusts below, which American Fidelity will select based on Your business and selected insurance products, and to make application for coverage obtained by the trust:

- Higher Education Insurance Trust
- National Business Insurance Trust
- National Education Association Insurance Trust
- National Employers Insurance Trust (Group LifeInsurance not available)
- National Public Employees Insurance Trust
- National Service Industry Insurance Trust
- National School Employees Insurance Trust
- U.S. Business Insurance Trust

You acknowledge that You have reviewed the eligibility rules and understand and agree that:

1. Eligible Employees who enroll must comply with the participation requirements We have established.
2. Coverage is not in force until: (a) American Fidelity and Trustee have approved this Agreement, (b) We have reviewed and approved individual applications; and (c) the first premium for the insurance provided under the plan is paid. Premiums are due each month thereafter based upon Your selected mode of payment.
3. As applicable, We will issue a certificate of insurance to You (for Your coverages) or on Your behalf to each Employee obtaining coverage (for their coverages).
4. The signatory below is authorized to make legally binding decisions for the Employer.

Upon review and approval by Underwriter, this Subscription Agreement shall become effective at 12:01 AM Standard Time on the Effective Date indicated below. It is agreed that the coverageof an eligible person will not take effect until the first premium has been paid on the applicant's behalf. If we are not able to issue certain coverages through a trust, You will receive a Master Application for Your review and signature.

ERISA Acknowledgment: You acknowledge that the Employee Retirement Income Security Act of 1974 (ERISA), as amended or other laws, where applicable, may require that certain Employers (and not American Fidelity) be responsible for certain duties or obligations with respect to the Employer or Employer's Employees and dependents under any certificate under such group policy or policies subject to this law.

Novato Charter School

Name of Participating Employer

Signature:

Email: mbloom@nusd.org

7/1/2024

Master Contract Effective Date

Title