

Equitable Retirement VisionSM

Recordkeeping Services Agreement

This Agreement for Recordkeeping Services (the "Agreement") is made by and between PlanConnect, LLC ("PlanConnect") and _____ ("Employer"). PlanConnect and the Employer may be referred to in this Agreement individually as a "Party" and together as the "Parties."

WHEREAS, the Employer has authority to act for the _____ (the "Plan") and to contract for services on behalf of the Plan;

WHEREAS, the Employer wishes to retain PlanConnect to perform certain directed and ministerial recordkeeping, processing, and related services as more fully described herein;

WHEREAS, PlanConnect has agreed to perform such services in a non-fiduciary capacity as directed, nondiscretionary service provider, and PlanConnect will facilitate the performance of the services described in this Agreement as directed by the Employer;

WHEREAS, the Employer will enter or has entered into a custodial agreement with the Custodian for the custody of Plan assets;

WHEREAS, the Plan meets the requirements of Section 403(b), Section 457(b) or Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code");

WHEREAS, the Employer represents that the Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Parties agree as follows:

Section 1 Recordkeeping Services

- 1.1. Establishment of Accounts. PlanConnect will establish and maintain accounts under the Plan for Participants, beneficiaries, alternate payees, and forfeitures, as necessary. This includes maintaining daily balances, investment allocation elections, and transactions either by crediting or debiting the account record for the Participants as well as providing general services that are described below in this Agreement.
- 1.2. Plan and Participant Account. Upon PlanConnect's receipt of the executed plan setup paperwork in good order from the Employer, PlanConnect will create a Plan account. The Plan account will contain plan features that are specific to the Plan Document for the Plan as well as contain the features that have been elected for services in connection with Equitable Retirement Vision defined contribution program. The Employer represents that the Plan has a signed written Plan document and that it has been operated in compliance with requirements of the Code. The Employer shall keep the Plan document up to date in compliance with applicable laws and shall notify PlanConnect of any changes to the Plan provisions.

Upon receipt of the appropriate enrollment form in good order, PlanConnect will establish an individual account for each Participant. "Participant" means an employee (or former employee) holding assets under the Plan who has not yet received a distribution of his or her entire accumulated benefit in his or her account and include an eligible employee electing to participate in the Plan. For purposes of this Agreement, the term "Participant" shall include beneficiaries and alternate payees, as applicable. For each such account, PlanConnect will record and maintain personal census information specific to each Participant and his/her investment allocation and direction, contributions allocated and invested, investment transfers and benefit payments. PlanConnect will maintain and update employee data necessary to support Plan administration received from the Employer or its agent.

- 1.3. Census Data. The Employer shall provide a full census data file, via www.equitable.com, with a listing of all employees and information for the Plan on a regular basis. The full census data file shall include the email addresses of the employees and Participants. This information will be utilized in multiple services that may be available to the Plan.

Section 2 Investments

- 2.1. Investment Option Selection. The Employer is responsible for the selection and monitoring of the line-up of investment options that will be made available to the Participants. Such investment options as of the date of this Agreement are listed at time of sale in the agreed upon proposal with the Employer and may change from time to time. The Employer represents that it has not received or will not receive any investment advice or recommendations from PlanConnect or Equitable Financial Life Insurance Company.

- 2.2. Investment Option Changes. The Employer must direct PlanConnect to add and/or remove investment options that are available to the Plan. Should the Employer request a change, the direction shall be in writing in a manner acceptable to PlanConnect and need to be received in good order at least 60 days prior to the effective date of such change as well as within prescribed regulations. Once the above requirements are satisfied, PlanConnect shall implement directions from the Plan regarding the investment options. In the event that PlanConnect is unable to implement any such direction, it shall notify the Plan immediately in writing and identify the reasons for the failure to implement. PlanConnect shall have the right to adjust the pricing for the Plan should there be any investment option changes.
- 2.3. In the event that there are any changes to the investment options available to the Participants, PlanConnect will notify the Employer of the changes detailing the timing and action needed from the Plan, if any. The Employer will provide instructions to PlanConnect in response to these changes within a reasonable amount of time to adjust to the deletion/addition of a particular investment option from the Plan.
- 2.4. Acknowledgment. PlanConnect and the Employer expressly agree (i) that PlanConnect is not acting as a Plan fiduciary to the Plan in the selection of the investment options made available under the Plans through Equitable Retirement Vision, and (ii) that PlanConnect has no fiduciary duty to monitor the performance of such investment options, but will provide the Employer with quarterly performance reports for such investment options via the Employer website. The Employer authorizes PlanConnect to collect, retain, or remit to appropriate parties any payments received from a mutual fund, registered investment company, group trust, collective or pooled investment fund, if any.
- 2.5. Investment Restrictions. All investment options available through Equitable Retirement Vision under the Plan shall be subject to any issuer imposed restrictions or limitations including, but not limited to, equity wash rules as promulgated from time-to-time to restrict the transfer of such portion of a Participant's account that is invested in a restricted investment fund from being reinvested in another investment fund emphasizing fixed income investments.
- 2.6. The Employer authorizes PlanConnect to restrict the trading of Participants who are identified by any mutual fund as having engaged in transactions in the fund's shares that violate policies established by the fund for eliminating and reducing any dilution of the value of the Fund. The Employer will disclose trading restrictions and redemption fees to Participants prior to their investing in investment options.

Section 3 Contributions

- 3.1. PlanConnect will process consolidated payroll contribution data to the Plan, including but not limited to data referring to salary deferral contributions, employer contributions, rollovers, contract exchanges, transfers, and changes of investment, as appropriate. Unless otherwise agreed to by PlanConnect, data for processing will be submitted to PlanConnect via a medium and format required by PlanConnect.
- 3.2. PlanConnect shall take no responsibility for monitoring or aggregating the amount of any contribution(s) to any Participant's account(s) under the Plan, or for calculating or determining the amount of any "catch-up contribution" that any Participant is eligible to make under the Code and the Plan unless separately agreed to in writing by both the Employer and PlanConnect. The Employer or its designee shall be responsible for ensuring that all contribution limitations imposed by the Code are met with respect to the Plan and each account under the Plan.
- 3.3. The Employer shall determine, arrange for, and supply, directly to PlanConnect all data necessary to properly allocate contributions. Contributions will not be credited until such time as the contribution allocation data is in good order. To be in good order, the contribution allocation data for each Participant must reconcile with the total contribution amount received by the Custodian. For purposes of this Agreement, "Custodian" shall mean Benefit Trust Company or any other custodian approved by PlanConnect. If the contribution allocation data is not in good order, PlanConnect will notify the Employer that contributions will not be credited until such time as the data is in good order. Unless otherwise agreed to by PlanConnect, data for processing will be submitted to PlanConnect via a medium and format required by PlanConnect.
- 3.4. Contributions will be credited to each Participant's account, as directed by the Employer and/or Participant and invested in one or more of the investment funds (or options) offered under Equitable Retirement Vision in accordance with the most current investment direction on file with PlanConnect. On each day the New York Stock Exchange is open for business ("Business Day"), PlanConnect shall allocate earnings and losses as reported to PlanConnect for each investment option to each Participant's account based on the Participant investment direction in the investment option.
- 3.5. PlanConnect will recordkeep contributions according to type of contribution, as directed by the Employer, or, in the case of rollovers, contract exchanges or changes of investment options, as directed by the prior vendor or recordkeeper. PlanConnect will maintain and process changes to Participants' contribution allocations between investment options within his or her account.

- 3.6. Any amounts contributed in error by the Employer to the Plan shall be returned to the Employer within seven business days of the receipt of a written notice from the Employer to PlanConnect which establishes the error, the amount of such error and the intended disposition of such error.
- 3.7. Should PlanConnect receive direction from the Employer via a contribution remittance for a Participant whom has not had a Participant account established with PlanConnect, PlanConnect will hold the contributions in a suspense account for a reasonable period of time. In the event PlanConnect does not receive necessary documentation to establish the Participant account within a reasonable period of time, the contribution in question will be returned to the Employer.
- 3.8. The Employer must remit contributions in a timely manner in accordance with the Plan and applicable law. Notwithstanding anything in this Agreement to the contrary, PlanConnect will have no duty or authority to collect any contributions. PlanConnect will have no duty or authority to inform the Employer or anyone of any facts concerning any contributions that were not remitted to Custodian, or that were remitted late.

Section 4 Website – Employer Access and Participant Access

- 4.1. Employer Online Services. PlanConnect will make available to the Employer a website (Employer website) through which the Employer can access the following information:
- Investment options
 - Plan-level features
 - Participant accounts
 - Report capabilities
 - Payroll submission
 - Common Plan specific reports
- 4.2. The Employer shall be responsible for reviewing the accuracy of any information contained in any report from PlanConnect or posted to the Employer website. The Employer or its designee shall have an obligation to notify PlanConnect immediately in writing of any inaccuracies or errors in such reports. Any report shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or errors in such report within thirty (30) days from the date the report was posted
- 4.3. Participant Online Services. PlanConnect will make available to the Participants a website through which they can access the following information about their account and conduct certain transactions:
- View their account balance
 - View their daily investment option values and interest rates
 - Transfer among investment options and change their future contribution allocation
 - General Plan information
 - Model loans
 - View confirmation notices after certain transactions (e.g., transfers and address changes).

The website will only become available to Participants after their account has been established. The website(s) may occasionally be unavailable to accommodate system maintenance.

PlanConnect will not be responsible to the Plan, the Trustee(s), the Employer or Participants for any expense or investment loss resulting from the use of its website.

Section 5 Benefit Distributions

- 4.1. The Employer shall notify PlanConnect in writing or through a census data file if there is a distributable event under the terms of the Plan to a Participant, beneficiary, or alternate payee.

Upon receipt of direction from the Employer or its designee in electronic format or applicable forms in good order, PlanConnect shall initiate and provide the following transaction processing services and forward necessary directions received from the Employer or Participants to the Custodian to process benefit payment requests:

- Distribution requests (including rollover distribution requests and contract exchanges/transfer requests).

- Loan requests if permitted under the Plan and applicable funding vehicles. PlanConnect will establish a loan account for the Participant, provide the loan amortization schedule online, monitor scheduled repayments and notify the administrator in case of a loan default.
- Account division and/or applicable distributions associated with Qualified Domestic Relations Orders (QDRO).

5.1. In connection with benefit payments, the Employer agrees that the Custodian, and not PlanConnect, will provide the following services pursuant to the custodial agreement entered into with the Employer and the arrangement PlanConnect entered into with the Custodian:

- Withhold the necessary amounts required by law and remit such amounts withheld directly to the Internal Revenue Service;
- Issue a check directly to the order of the Participant, beneficiary or alternate payee, or to the trustee(s) of another qualified Plan or such other eligible retirement plan to whom the distribution may be directly rolled over by the Participant, beneficiary or alternate payee; and
- Prepare the necessary tax reporting and transmittal forms (e.g. Form 1099R) and forward directly the required copies to the Internal Revenue Service and to the Participant, beneficiary or alternate payee, whichever is applicable, for the amounts distributed.

In the case of a distribution issued by check, if the check is not deposited or cashed after six (6) months, the monies are returned to the Plan.

Section 6 Other Services

- 6.1. Enrollment Materials. PlanConnect shall assist each Participant with the enrollment process and provide enrollment materials when requested to advisors or Employer.
- 6.2. Access to Account Information. PlanConnect will make Plan and/or Participant level account information available to any third-party administrator and/or key financial professional to enable them to provide necessary Plan services, provided the Employer has authorized PlanConnect to make such information available.
- 6.3. Customer Service Representatives. PlanConnect will provide customer representatives to the Employer and Participants during the normal business hours to answer questions and assist in certain transactions.

PlanConnect will provide Participants with PlanConnect's Telephone Inquiry System, which provides information, via either a voice response system ("VRS") or a customer service representative. Subject to compliance with applicable laws, all telephone calls will be recorded. PlanConnect will operate its VRS in accordance with reasonable provisions to ensure the security of such services. The VRS may occasionally be unavailable to accommodate system maintenance.

- 6.4. Minimum Required Distribution. PlanConnect will notify the Participants that have attained at least age 72 (or age 70 ½, if applicable) within the current calendar year and provide the paperwork necessary to take a distribution of the current required minimum distribution as well as to set up an automatic required minimum distribution service.
- 6.5. Beneficiary Form Maintenance. PlanConnect will maintain beneficiary designations received from Participants. The Employer instructs and authorizes PlanConnect to, without the Employer's signature, accept, maintain and file all beneficiary designation forms received by it in good order and in a manner acceptable to PlanConnect.
- 6.6. Participant Statements. PlanConnect shall prepare and provide to Participants electronic statements of their account balances held in connection with Equitable Retirement Vision under the Plan. Quarterly statements are available on the Participant website no later than 15 days after quarter end. All Participants will receive their statement mailed to them at the address that PlanConnect has on record.
- 6.7. Employer Notification and Participant Notices. Employer will be responsible for preparing and delivering Participant notices. When there are changes made to the investment options that are available to Participants, PlanConnect will prepare a notification to the Employer as well as a sample Participant notice for the Employer to utilize with the Plan Participants. The Employer notice and sample Participant notice will be posted online via the Employer website. PlanConnect will notify the Employer of the publishing of notification to the Employer website through email.

Section 7 Optional Services (all of these services are elected via the Plan Setup Questionnaire)

The Employer may elect any or all of the optional services described in this Section on the Plan Setup Paperwork – Questionnaire (the “Questionnaire”) provided by PlanConnect. Notwithstanding the Employer’s election to receive optional services, PlanConnect may not be able to fully support the services described in this Section if the Plan has provisions that cannot be supported by PlanConnect’s recordkeeping system. In providing these services, neither PlanConnect nor any of its affiliates are responsible for errors that result from inaccuracies of information the Employer or its designee provides.

- 7.1. Eligibility Monitoring and Tracking. PlanConnect may provide Eligibility Monitoring and Tracking Services. This service will assist the Plan in determining the eligibility for the employees of the Employer based on the terms of the eligibility requirements in the Plan document described in the Questionnaire and information provided by the Employer.

The Employer shall communicate to PlanConnect on a frequent basis the data points required in order to properly determine eligibility based on the Plan document provisions. This data will be transmitted electronically via the Employer website. The recordkeeping system will determine eligibility on each employee at the time that data points are received. When the entry dates are calculated, they are reported to the Employer via the Payroll Change Notification Report that is available through the Employer website. The Employer is obligated to review the Payroll Change Notification Report and notify PlanConnect immediately in writing of any inaccuracies or errors in the Report. Such Reports shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or errors in the Report within thirty (30) days from the date the Report was posted.

For Participants who are enrolled in the Plan and make an initial deferral election or make a change to the current deferral election on file, a payroll report will be available on the Employer website as notification of this election. The Employer agrees that it will review the report and withhold the amount elected by the Participant and make contributions to the Plan in a timely manner as reflected in the payroll report. The Employer or its designee is responsible for ensuring that deferral elections made by the Participants are in accordance with the Plan.

- 7.2. Automatic Enrollment Support. PlanConnect may provide Automatic Enrollment Support services. In order for the Employer to choose this service, the Employer must have elected Eligibility Monitoring and Tracking Services. This service will identify and track employees who need to be automatically enrolled as well as, if applicable, eligible for automatic increases in their salary deferral. The Employer shall communicate to PlanConnect on a frequent basis the data points required in order to properly determine eligibility for automatic enrollment based on the Plan document provisions. This data will be transmitted electronically via the Employer website.

PlanConnect will provide a report that will identify the employees who need to be automatically enrolled in the Plan and their respective entry date to the Plan based on the information provided by the Employer. This report will be available through the Employer website. The Employer or its designee is obligated to review the report and notify PlanConnect immediately in writing of any inaccuracies or errors in the report. Such reports shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or errors in the report within thirty (30) days from the date the report was posted. The Participant will be identified as an automatic enrollment participant until the Participant assumes control over the investment allocation selection or elects a transfer of monies within their account.

- 7.3 Vesting Tracking. PlanConnect may provide Vesting Tracking Services. This service will calculate and determine the vesting percentage for each Participant per applicable source. The Employer shall communicate to PlanConnect on a frequent basis the data points required in order to properly determine the vesting percentage based on the Plan document provisions. The Employer and Participant would be able to view the vesting percentage as well as the vested account balance by source on the website or on the Participant quarterly statement. The Employer or its designee is obligated to review a report or information posted on the Employer website that contains each Participant’s vesting information and notify PlanConnect immediately in writing of any inaccuracies or errors in the report. Such report shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or error in the report within thirty (30) days from the date the report was posted.

- 7.4. Plan Document Services. Upon request, a plan document and an adoption agreement will be provided and PlanConnect will assist the Plan Sponsor in the completion of the adoption agreement. In addition, PlanConnect will prepare and provide for distribution a Summary Plan Description based on the completed and executed copy of the adoption agreement. The Plan Sponsor will review the documents provided by PlanConnect, with its counsel or other advisors as it may wish to obtain, and execute the adoption agreement, amendments, restatements, and other supplemental documents as may be requested by PlanConnect to maintain the Plan and provide copies of signed documents to PlanConnect upon request. Additional fee set forth in Schedule A will be charged for any Plan document restatements or amendments. Upon the termination of this Agreement or restatement of the Plan to a non- PlanConnect affiliate plan document, the Plan Sponsor shall promptly cease using the Plan documents provided by PlanConnect and PlanConnect will provide no further amendments or support the Plan documents in any way.

7.5 Employer Duty. The Employer and the Plan Administrator, as fiduciaries to the Plan, have an ongoing duty to monitor services provided by PlanConnect to ensure that the Plan is being administered in accordance with applicable laws and the Plan rules. The Employer acknowledges that PlanConnect in providing services described in this Agreement is not exercising any discretion and is not acting as a fiduciary when providing any of the administrative services pursuant to this Agreement. The Employer shall provide PlanConnect on an ongoing basis accurate, complete and timely information on all matters related to the Plan and its Participants and employees that would impact PlanConnect's responsibility under this Agreement.

Section 8 Self-Directed Brokerage Accounts

8.1. The Employer may elect to make available to Participants the option of a self-directed brokerage account ("SDBA"). This option is provided via a third party who interfaces with PlanConnect. The Employer has to enter into an agreement with the third party directly, and unless otherwise described herein, that agreement will govern with respect to the SDBA. This service allows the Participant to access their SDBA through a single sign on process via the Participant website. The Employer authorizes PlanConnect to transmit Participant demographic data to the third-party.

8.2. Notwithstanding any other provisions in the Agreement, the following rules will apply to SDBA.

- Investment may only be made in the SDBA as a transfer from other assets held under Equitable Retirement Vision account ("Core Account") within the Plan. Participants cannot make payroll contributions directly to the SDBA.
- Participants are required to satisfy threshold requirements to be eligible to open a SDBA and subsequently request transfers to their SDBA. The Participant will need to maintain an account balance in the Core Account in the amount of 50% of the total account balance, including SDBA. The minimum amount that a Participant can transfer into their SDBA is \$1,000.
- All distributions can only be made from the Core Account and participants cannot take a distribution directly from SDBA.
- For purposes of determining the maximum allowable loan amount, assets in the SDBA will be taken into account but loans can only be taken from the Core Account.
- Certain services or features, as disclosed in the SDBA Fact Sheet, may not be available if the Plan has the SDBA.
- All SDBA assets will be excluded from the Recordkeeping Charges. However, Participants will experience fees that are disclosed in Schedule A of this agreement.
- These rules are subject to change and you will be notified of any material changes.

8.3. The Employer agrees and acknowledges that PlanConnect (i) is not recordkeeping the underlying assets in the SDBA, (ii) will provide very limited services under this Agreement with respect to the SDBA, and (iii) will charge an annual administrative fee in addition to any third party brokerage account charges. Any Plan level or Participant level data related to the SDBA is provided to PlanConnect by the third-party brokerage firm, and PlanConnect will have no way of knowing whether such data is accurate. While PlanConnect may include such data in the statements, PlanConnect and its affiliates shall not be responsible for the accuracy of the information reported by the third-party brokerage firm. The Employer further acknowledges that neither PlanConnect nor any of its affiliates is responsible or liable for the acts or inactions of the third-party brokerage firm.

Section 9 Recordkeeping and Other Fees

In consideration of the performance of the services herein described, PlanConnect will impose the charges and expenses specified in Schedule A as amended from time to time, and in other written disclosures as PlanConnect may provide to the Employer from time to time. In addition, PlanConnect and/or its affiliates may also receive other compensation (also referred to as "indirect compensation") from the investment options in support of the recordkeeping, administrative and/or distribution services provided in connection with the Plan

All fees under this Agreement shall be paid in accordance with the Plan Setup Paperwork Questionnaire completed by the Employer. With respect to the fees that the Employer agrees to pay PlanConnect directly, such fees shall be paid in full within thirty (30) days after the date of the invoice. In the event that the Employer disputes the amount due for any invoice, the Employer shall notify PlanConnect promptly of the amount and nature of the dispute. The Employer agrees not to delay payment of any portion of the amount that is not in dispute. PlanConnect reserves the

right to change the recordkeeping and other fees under this Agreement upon ninety (90) days prior written notice to the Employer.

Any Plan charges described in Schedule A, which remain unpaid for more than 90 days, after the due date, shall be automatically deducted from the, the forfeiture account and then pro rata from each Participant's account, if the forfeiture account has insufficient assets to pay the unpaid Plan charges.

Upon receipt of direction from the Employer or its designee to deduct Plan expenses from the assets of the Plan, PlanConnect will direct Custodian to withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which PlanConnect agrees, and remit the amount in accordance with the instructions from the Employer or its designee. PlanConnect shall have no responsibility for determining that such expenses are reasonable and permitted under the terms of the Plan.

Section 10 Employer Acknowledgment and Representation

- 10.1. The Employer acknowledges that PlanConnect does not by the performance of its obligations hereunder become responsible, by implication or otherwise, for compliance with any laws not specifically described herein as being the responsibility of PlanConnect.
- 10.2. The Employer acknowledges that the services are of a directed nature and PlanConnect shall not perform any service that would cause PlanConnect to be treated as an "administrator" or a "fiduciary" of the Plan (within the meaning of Sections 3(16) and 3(21) of ERISA) under this Agreement. Nothing in this Agreement is intended to give PlanConnect any discretionary authority or any discretionary responsibility for the Plan, and the relationship of PlanConnect to the Plan is intended to be that of a directed recordkeeper with respect to the services.
- 10.3. The Employer appoints PlanConnect to exclusively provide the non-discretionary recordkeeping, communication and other services set forth in this Agreement for the Plan for the term of this Agreement. The Employer, not PlanConnect, shall otherwise remain responsible for compliance with all applicable laws affecting its business, including without limitation Employer's obligations under the Code and its regulations, applicable state and local tax laws and regulations.
- 10.4. The Employer acknowledges that the timely provision of accurate, consistent, and complete data and documentation requested by PlanConnect is essential to the proper delivery of services and PlanConnect shall not be responsible for incomplete or inaccurate services to the extent caused by Employer's or any other party's failure to provide such data. PlanConnect shall be entitled to rely on the accuracy and completeness of such data and shall have no duty to verify such information except where the data is clearly erroneous on its face. Where the information provided to PlanConnect by the Employer was incorrect, and where services previously provided, based on such incorrect information, must be performed again, PlanConnect reserves the right to charge additional fees. PlanConnect shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to PlanConnect.
- 10.5. The Employer acknowledges that PlanConnect is in no duty to determine whether the Plan is subject to ERISA and shall be fully entitled to rely on the Employer's representation of the Plan's ERISA and tax-qualified status as well as the terms of the Plan. The Employer agrees to notify PlanConnect immediately in writing if the Employer has reason to believe the Plan is or will be subject to ERISA or if there are any changes related to the Plan. The Employer further acknowledges that the Plan is not prohibited by any applicable federal, state or local statutes and/or regulations to offer Equitable Retirement VisionSM, defined contribution program to its participants and that it has determined that Equitable Retirement VisionSM, defined contribution program is a suitable funding vehicle for the Plan.
- 10.6. The Employer agrees that recordkeeping services described herein shall be performed by PlanConnect with respect to only those Plan assets invested through Equitable Retirement Vision defined contribution program. PlanConnect shall perform its obligations hereunder as agent for the Employer and only in accordance with instructions received from those persons authorized to act on behalf of the Employer as specified to PlanConnect in writing.
- 10.7. The Employer acknowledges that neither PlanConnect nor any of its affiliates shall be responsible for any services provided by any other third parties.

Section 11 Employer Direction and Responsibility

If and to the extent the Employer's failure to timely perform its responsibilities under this Agreement causes PlanConnect to fail to meet its obligations hereunder, PlanConnect shall be excused from performance and shall not be responsible for any losses resulting from its failure to perform or delay in performing. After any failure on the part of the Employer to meet its obligations, PlanConnect shall assert best efforts within commercially reasonable limits to satisfy its obligations hereunder.

The Employer further agrees that in the event any change it intends to make to its Plans, policies, or procedures would require PlanConnect to alter the manner in which it provides any services hereunder, detailed documentation describing such changes must be provided by Employer to PlanConnect sufficiently in advance of the effective date of such changes to reasonably enable PlanConnect to make such modifications.

Section 12 Custodian

- 12.1. The Employer authorizes and directs PlanConnect to provide Custodian with Participant level information (including, but not limited to Participants' names and social security numbers and their financial activities) required to comply with applicable laws.
- 12.2. The Employer acknowledges that it grants PlanConnect the authority to forward directions received from the Employer or Participants to purchase and sell investment options, distribute from the Plan and conduct other transactions with respect to the Plan assets held by the Custodian under the custodial agreement.
- 12.3. The Employer acknowledges that Custodian, not PlanConnect, shall serve as a paying agent for one or more group annuity investments (which are investment products manufactured by Equitable Financial Life Insurance Company) as held within the Plan, and perform custodial and cashiering services which include but are not limited to the recording and retention of all Plan cash, collecting of Plan contributions, issuance of Plan and Participant distributions, tax withholding, remittance and reporting.

Section 13 Notice

All notices or requests provided for hereunder shall be deemed to have been duly given when delivered by hand to an officer of the other party, when posted on the Employer website by PlanConnect or when deposited with the U.S. Postal Service as first class certified or registered mail, postage prepaid, overnight courier service, facsimile, addressed as follows:

If to PlanConnect:

PlanConnect, LLC
100 Madison Street
MD 34-20
Syracuse, NY 13202
Attn: Equitable Plan Onboarding Team

If to the Employer, to:

Attention: _____

Or to such other persons or places as each Party from time to time designate by written notice sent as aforesaid.

Notwithstanding the foregoing, written notice by electronic transmission, if in comprehensible form, is effective when directed to an electronic mail address furnished by the addressee for the purposes. The Employer agrees that all notices, disclosures and other communications that PlanConnect provides electronically satisfy any legal requirement that such communication be in writing.

Section 14 Liabilities

- 14.1. Duty to Mitigate Damages. Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate, commercially reasonable actions to reduce or limit the amount of such damages.
- 14.2. Limitation on Categories of Liability. In no event will the measure of damages payable by either Party include, nor will either Party be liable for, any consequential, indirect, incidental, exemplary, or punitive damages arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.
- 14.3. Contractual Statute of Limitation. To the extent permitted under applicable law, any action brought against PlanConnect or any of its affiliates in connection with this Agreement must be filed within one year after the Employer first knew or reasonably should have known of the underlying facts giving rise to such claim.

Section 15 Termination

- 15.1. Term. The term of this Agreement will commence effective immediately upon execution by both Parties and shall remain in force until terminated by either Party as provided herein.
- 15.2. Termination. Either Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party. Within ninety (90) days of termination of this Agreement, PlanConnect will deliver to the Employer any reports required by this Agreement which have not already been provided.

Section 16 General Provisions

- 16.1. Subcontracting and Assignment. PlanConnect may, in its sole discretion, delegate or subcontract the obligations described in this Agreement to an affiliate, parent, subsidiary or third party vendor designated by PlanConnect, provided, however, that PlanConnect will remain fully responsible for the performance of its duties hereunder. PlanConnect may utilize the services of any of its affiliates to perform any services under this Agreement.
- 16.2. Indemnification. To the extent permitted by applicable law, each Party shall indemnify and hold the other Party harmless against any and all liabilities, losses, costs, or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature, which may be imposed on, incurred by, or asserted against the other Party arising out of or in connection with any claim, action or suit brought or asserted against the other Party to the extent such liability, loss, or expense results from the indemnifying Party's negligence, breach of the terms hereof, or willful misconduct under this Agreement, provided that the indemnifying Party (i) is notified promptly in writing of the claim, action or suit, (ii) has the right to assume the defense of such claim, action or suit with counsel selected by the indemnifying Party and to compromise or settle such action, suit or claim, and (iii) receives the indemnified Party's cooperation in such defense. Except as specifically provided otherwise in the preceding sentence, the Employer shall indemnify and hold PlanConnect harmless against any and all liabilities, losses, costs, or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature, which may be imposed on, incurred by, or asserted against PlanConnect at any time in connection with (i) services performed by PlanConnect in accordance with the terms of this Agreement, (ii) PlanConnect's having entered into this Agreement, (iii) PlanConnect's having acted upon the directions of the Employer hereunder, or (iv) PlanConnect's having failed to act as a result of either (A) the Employer's directions not to act, or (B) the absence of the Employer directions. For purposes of this Section, any reference to the Employer or PlanConnect as an indemnified Party shall be deemed to include their respective directors, employees, officers, affiliates, and subsidiaries.
- 16.3. Transactional Fund Earnings/Losses – Breakage. PlanConnect will process all investment instructions (including for the investment of new contributions, transfers between investment options and other directions) that are timely received in good order before 4:00 pm eastern time (or before the New York Stock Exchange closes, if earlier) on the Business Day received at that day's closing price. If PlanConnect is responsible for a transaction processing delay or error, PlanConnect will correct the issue as soon as possible and return the Plan and Participant account to the economic position that they would be in absent the delay or error. If correction processing generates a shortfall to the Plan and Participant account, PlanConnect makes the account whole by paying the shortfall. If correction processing generates an overage (i.e., an amount in excess of what would be in the account if the error did not occur), PlanConnect retains the overage as a component of its compensation for transaction processing services, including its agreement to make the Plan and Participant account whole for the delays or errors caused by PlanConnect. Upon Employer's request, PlanConnect will provide additional information about the correction process, and the shortfalls and overages pertaining to the Plan.
- 16.4. Confidentiality of Data. PlanConnect shall treat all Plan, Participant information or data received from the Employer and/or Participants as confidential. Except as otherwise required by applicable law or regulation, PlanConnect shall not disclose confidential information to a third party or use such information except for the purpose of providing services under this Agreement without the approval of the Employer. The Employer hereby agrees that PlanConnect, its officers, employees, brokers, registered representatives, vendors and professional advisors may use and disclose Plan and Participant information to enable or assist it in the performance of its

duties hereunder and with other Plan related activities and expressly authorizes PlanConnect to disclose Plan and Participant information to the Plan's financial professional(s) and/or broker of record on file with PlanConnect. The Employer further authorizes PlanConnect to contact any Participant at his or her home or business address to obtain information needed to perform the services under the Agreement.

- 16.5. Participant Education. The Employer permits PlanConnect (and its designee) to communicate to its eligible employees and Participants about their retirement savings.
- 16.6. Amendment of Agreement. No amendment of any provision of this agreement shall be effective unless the same shall be in writing and signed by both Parties, or as otherwise stated in this Agreement.
- 16.7. Entire Agreement. This Agreement, together with such amendments as may from time to time be executed in writing by the Parties, and any other documents and/or instruments referred to, constitutes the entire Agreement and understanding between the Parties in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.
- 16.8. Force Majeure. Each Party will be excused from performance under this Agreement (other than obligations to make payments that have become due and payable pursuant to this Agreement) for any period in which it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. "Force Majeure Event" will include, without limitation, fires, power failures, strikes, acts of god, restrictions imposed by government, or delays beyond the control of the delayed Party.
- 16.9. Governing Law. This Agreement shall be continued according to, and the rights and liabilities of the parties hereto by, the laws of the State of New York, excluding that body of law applicable to choice of law.
- 16.10. Survival of Obligations. The representations, warranties and indemnification under this Agreement are intended to and shall continue after and survive expiration, termination and cancellation of this Agreement extended.
- 16.11. 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.
- 16.12. Disputes. Any controversy or claim arising out of this Agreement ("Dispute") that has not been resolved within thirty (30) days of notice of such Dispute (or such longer period as the Parties may agree in writing) will be settled by arbitration. Either Party may initiate arbitration by filing a claim with the American Arbitration Association ("AAA") in accordance with the procedures in this Paragraph and the Commercial Arbitration Rules of the AAA ("AAA Rules"). The arbitration will be conducted before a panel of three (3) arbitrators, regardless of the size of the Dispute. The AAA shall provide the Parties with a list of not less than ten (10) arbitrators, and each Party may strike as many names as they choose and shall rank the others in descending order of preference. The AAA shall combine the two lists and contact the arbitrators in descending order of combined preference for their availability. If the Parties agree on less than three arbitrators or less than three are available, the remainder will be chosen in accordance with the AAA Rules. Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to abide and be bound by the procedures in this Paragraph.

Except for representative claims which cannot be waived under applicable law and which are therefore excluded from this Agreement, the Parties expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) neither Party will assert class action or representative action claims against the other in arbitration or otherwise; and (c) the Parties shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person.

The arbitrators may not award non-monetary, injunctive or other equitable relief of any sort; however such relief shall be available to the Parties at any time where appropriate from a court of competent jurisdiction. The arbitrators shall have no power to award (i) damages inconsistent with this Agreement, or (ii) punitive damages or any other damages not measured by the prevailing Party's actual damages. Subject to the foregoing, in no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court sitting in the jurisdiction agreed to by the Parties in this Agreement and deciding the matter in accordance with the law agreed to by the Parties in this Agreement as the governing law.

Except as described later in this Paragraph, discovery in the arbitration shall be limited to the production of requested documents. The Parties may jointly agree to additional discovery. If the Parties cannot agree on

additional discovery, the Party seeking such additional discovery may petition the arbitrators for relief. In such instance, the arbitration panel may permit additional discovery as it deems to be reasonably necessary for the resolution of the case before it. All aspects of the arbitration shall be treated as confidential. Neither the Parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal, audit or regulatory requirements. Before making any such disclosure, a Party shall give written notice to the other Party and shall afford such Party a reasonable opportunity to protect its interests.

The result of the arbitration will be binding on the Parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction. The Parties agree that service of process and of any notices required in connection with any arbitration hereunder or any related court proceedings may be given in the manner provided for the giving of notices as set forth in this Agreement. Each Party will bear its own costs in the arbitration, including attorneys' fees. The arbitrators shall not be permitted to award attorney fees as part of any award. The fees and expenses of the arbitrators will be shared equally by the Parties. The arbitration shall take place at a mutually agreeable location. If the Parties cannot agree on the location the arbitrators shall choose the location.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives.

Employer

By signing below, I hereby represent that I am authorized to execute this document on behalf of the Employer and to contract services on behalf of the Plan.

Print Name:

Signature:

Title:

Date:

Email Address:

- ☐ **Yes I would prefer to receive a copy of the countersigned application, the Recordkeeping Services Agreement via email. PlanConnect will use the email address provided in this agreement.**

PlanConnect, LLC

By signing below, I hereby represent that I am authorized to execute this document on behalf of PlanConnect, LLC.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Schedule A

The fees set forth below are in addition to any administrative and investment-related fees, as further described in the prospectus accompanying each mutual fund or group annuity contracts. The Employer acknowledges that it has reviewed all applicable fees and charges related to Equitable Retirement Vision defined contribution program and determined such fees and charges are reasonable.

The payment of recurring fees paid to PlanConnect is determined by the selection made in the Plan Setup Paperwork Questionnaire portion of the Agreement. This payment can be paid in total or combination of Employer paying the amount to PlanConnect outside of Plan assets and/or payment from Plan assets on a pro-rata or per capita basis. Below are the description of the fees and the timing of assessment.

Recurring fees paid to PlanConnect:

Plan Administrative/Recordkeeping Charge: The agreed upon plan administrative and recordkeeping related charges (which includes fees payable to Custodian) and other applicable charges as of the date of this Agreement is listed in the Recordkeeping Services Agreement Schedule A Addendum. The plan administrative/recordkeeping fee is charged quarterly based on the average daily balance of the Plan. If PlanConnect did not service the Plan for a full calendar quarter, the fee will be pro-rated to account for a portion of the quarter. In the event of termination of this Agreement before the end of a quarter, the fee is calculated based on the Plan asset value on the effective date of termination and a pro rata portion of the fee for that calendar quarter will be charged.

The Per Participant Fee is based upon the number of Participants with an account balance greater than \$0.00 at the end of the calendar quarter. If PlanConnect did not service the Plan for a full calendar quarter, the fee will be pro-rated to account for a portion of the quarter. In the event of termination of the Agreement before the end of a quarter, a pro rata portion of the fee for that calendar quarter will be charged.

Plan per occurrence fees:

Manual Conversion (paper)

This fee compensates PlanConnect for additional costs associated with acceptance of prior Plan information via paper and data processing of said information. This charge will be calculated based on the hours needed to process information. The hourly rate is \$250 per hour.

Manual Payroll Processing

This fee compensates PlanConnect for the manual processing of any payroll roster that does not use the PlanConnect provided web-based tool and ACH debit format. This charge is per file processed manually and is \$100.00 per payroll file. The manual payroll processing fee only applies if the Plan submits a payroll roster other than via the Employer Online access.

Plan Termination Processing

This is a one-time fee of \$1,500 and this fee compensates PlanConnect for costs associated with winding up Plan operations and payment of benefits to all Participants.

Deconversion Fee

This fee compensates PlanConnect for costs associated with providing Plan and Participant information to a successor service provider. This charge is \$1,000 and will need to be satisfied prior to Plan assets being transferred to subsequent provider.

Market Value Adjustment (MVA) on Equitable Fixed Account

This is an investment charge for early termination of the Equitable Fixed Account Contract. More information about when an MVA may be imposed and the method of calculating the MVA are provided in the Equitable Fixed Account Contract.

Any Plan charges described in this Section, which remain unpaid for more than 90 days, after the due date, shall be automatically deducted first from the Plan's forfeiture account and then pro rata from each Participant's account, if the forfeiture account has insufficient assets to pay the unpaid Plan charges.

Participant Initiated Transactional Charges

The following Participant initiated transactional charges will be deducted on a pro-rata basis from all investment options, including the Equitable Fixed Account from Participants' accounts, at the occurrence of any of the following events. A portion of the Participant initiated transactional fees deducted by PlanConnect may be paid to the Custodian for its cashiering services. The Employer represents that such deduction is permissible under the terms of the Plan and further agrees to hold PlanConnect, its agents, employees and affiliates harmless with respect to any consequences that may follow as a result of such deductions.

Participant Disbursement/Transfer of Assets/Contract Exchange: \$50

PlanConnect receives this fee for processing a participant's benefit distribution, transfer of assets or contract exchange, including, if applicable, preparation and filing of Form 1099-R, mailing of Form 1099-R to the participant and submission of any income tax withholding.

Loan Issuance and Disbursement: \$150

This charge compensates PlanConnect for costs associated with loan modeling, preparation of loan documents (promissory note and amortization schedule), establishment of loan on recordkeeping systems, monitoring loan repayments, and if required, notifying the Plan Administrator and Participant of an impending loan default and issuing Form 1099-R for defaulted loans.

Overnight Delivery Fee \$35

This charge compensates PlanConnect for costs associated with expediting the mailing of a loan or disbursement check.

Check Stop Payment \$25

This charge compensates PlanConnect for costs associated with placing a stop payment on a loan or disbursement check.

Recurring Distributions: \$50 per year

PlanConnect receives this fee for setting up and processing a Participant's recurring benefit distribution including preparation and filing of Form 1099-R, mailing of Form 1099-R to the Participant and submission of any income tax withholding.

Self-Directed Brokerage Account Annual Fee: \$80

Description of Service: This charge compensates PlanConnect for setting up, processing and maintaining connectivity to a participant's Self-Directed Brokerage account that is held within the Plan.