



**Master Services Agreement
for
Employee Benefits Services**

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California Department of Insurance License #0581175

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Article 1: Summary of Agreement Elements

Following is a summary of the elements of this Agreement that, taken together, comprise the full Agreement between the parties.

This summary of Agreement elements may be updated as specific contract elements (and corresponding Schedule As) are added or terminated and as any Statements of Work are agreed executed.

Check if Included	Agreement Element Description	Adoption Date
✓	Master Services Agreement	3/1/2025

Article 2: Agreement Provisions

2.1 Parties to Agreement

This document together with the documents listed in Article I (collectively the "Agreement") is an agreement and contract between the parties identified below, hereinafter referred to in this Agreement as specified below.

Employer:	Sample Employer 123 Main Street Mountain View, CA 94040
Vita:	Vita Insurance Associates, Inc. 1451 Grant Road, Suite 200 Mountain View, CA 94040

Vita is a corporation established under the laws of California, which is in the business of providing brokerage, administration, communication, and consulting services for employee benefit and retirement plans. This Agreement identifies the terms and conditions of understanding for services provided by Vita to Employer for various employee benefit related plans.

2.2 Effective Date

The effective date of this Agreement is as specified for the Master Services Agreement in the Summary of Agreement Elements.

This Agreement supersedes all prior Agreements between Vita and Employer regarding the administration, brokerage, and/or consulting services set forth in the Schedule A.

2.3 Structure of Agreement

This document identifies the terms and conditions of understanding for contract administration services for various employee benefit related plans and services. The structure of this Agreement is such that separate documents outlining various contracted services and pricing details will be part of this Agreement and assume the underlying conditions of the Master Services Agreement. Accompanying documents which are considered part of this Agreement include:

Schedule A: Schedule A (Service Schedule) documents outline the specific responsibilities of Employer and of Vita for brokerage and consulting services. Separate Schedule A documents will be executed for each contracted service. Schedule A is intended to provide clarity on the specific services, scope of work, and ongoing responsibilities of each party.

Schedule B: Schedule B (Compensation Schedule) documents outline the pricing for each contracted service.

Statements of Work: Specific Statements of Work outline the work product, scope, and pricing for specific project work that falls outside the defined scope of responsibilities outlined in Schedule A.

Collectively, this Master Services Agreement, all applicable Schedule A documents, the Schedule B document, and any executed Statements of Work comprise the entire Agreement.

2.4 Contract Administration Service Elements

The benefits administration services covered under this Agreement may include one or more of the following services. The specific services selected are outlined in Article 1L Summary of Agreement Elements.

- Benefits Brokerage and Consulting (BEN)
- Benefits Administration and Management (BAM)
- Retirement Plan Consulting (RET)
- COBRA (COB)
- Pre-Tax Benefit Plans (PRE)
 - Flexible Spending Accounts (FSA)
 - Health Reimbursement Arrangements (HRA)
 - Health Savings Accounts (HSA)
 - Transit Reimbursement Accounts (TRN)
 - Parking Reimbursement Accounts (PRK)
- Adoption/Infertility Reimbursement (AIR)
- Retiree Benefits Billing (RBB)
- Leave Benefits Billing (LBB)
- International Benefits Consulting (INTL)

2.5 ERISA Plan Administrator

Employer shall be the Plan Administrator as defined under the Employee Retirement Income Security Act of 1974, as amended (ERISA) and/or as referenced in the Plan Documents defining the plans adopted by Employer. As such, Employer shall retain all duties and responsibilities of the ERISA-defined Plan Administrator. Vita is hereby retained by Employer as a subcontractor in the performance of the brokerage, administration, and/or consulting services for employee benefit and retirement plans required by the Plan for Employer and/or requested by Employer. Assumption of the identified duties by Vita shall in no way transfer the legal responsibility or liability of the Plan Administrator as defined in the Employer Plan Documents. Vita does not assume the ERISA Plan Administrator formal role or any fiduciary responsibility of the Plan Administrator under any circumstance.

2.6 Purpose

The purpose of this Agreement is to establish an understanding between Employer and Vita and to clarify and codify the professional relationship. Specifically, the Agreement addresses the services provided by Vita as well as the responsibilities of Employer. Assumption of these consulting, management, administration, communication, and record keeping duties by Vita shall in no way transfer the legal responsibility, fiduciary responsibility, or liability of the actual Plan Administrator as defined in the Employer Plan Document(s).

2.7 Understanding

It is agreed that both Vita and Employer shall act in good faith to provide necessary information to each other and perform all agreed upon duties in a timely manner to comply with the requirements for administration of the contracted responsibilities. Communications between all parties shall be handled with appropriate documentation to minimize all potential liability or misunderstanding.

If Vita is required or requested to take on Employer responsibilities as outlined in this Agreement as a matter of administrative expediency or because such tasks are necessary in order to complete the responsibility and tasks contracted under this Agreement, Vita may do so

on a temporary basis for expedience purposes. However, assumption of such responsibilities at any time for any length of time does not transfer the Employer responsibility to Vita. When it is noted that actual responsibilities are misaligned with the scheduled responsibilities of Vita and Employer, Vita will bring this misalignment to the attention of Employer and Employer and Vita will work together to prospectively align such responsibilities and/or compensation to Vita for handling such responsibilities on an ongoing basis.

2.8 Scope of Services and Responsibilities

Subject to all other terms and conditions of this Agreement, Vita shall assume responsibilities for the specific administration duties set out as Services Provided by Vita in the Schedule A documents that are a part of this Agreement, and Employer shall assume responsibilities for those duties and tasks set as Responsibilities of Employer in the Schedule A documents. Duties and responsibilities not expressly outlined in the Schedule A documents remain the responsibility of Employer. Vita does not assume any liability or responsibility for the performance of any services beyond those set out in this Agreement, except as specifically extended in a Statement of Work or another agreement between the parties.

Vita acts in the capacity of employee benefits professionals and administrators. As such, neither Vita nor any Vita employee/representative provides legal or tax advice or act as a legal representative of Employer. Vita encourages and requests Employer to seek any such legal or tax advice needed or wanted from competent legal or tax professionals. All compliance and communication documents developed for Employer are reviewed from a regulatory compliance perspective, not from a legal perspective. Employer should seek legal advice from qualified counsel for documentation review and any legal matters.

2.9 Systems

It is agreed that Vita shall employ the use of its current standard documentation, administration procedures, systems, data management processes and vendors of its choice for operations, administration, brokerage, and consulting services. This includes choice of vendors for debit card processing services (if applicable), investment options (if applicable), and banking systems in the operation of the agreed upon administrative tasks. Benefits administration and consulting is both complex and dynamic, and, as such, the platforms, systems, and processes that Vita employs may change over time.

It is further understood that Employer will provide data to Vita in a format that is compatible with standard file protocols as specified by Vita. These standard file protocols may change from time to time.

2.10 Brokerage Arrangement

This Agreement presumes that Vita is the current Broker of Record for all lines of employee benefit coverage. If a change is made to the broker relationship, Vita reserves the right to terminate, modify this Agreement, or modify Schedule B concurrent with the change in broker arrangement. Vita will provide a courtesy service transition period of sixty (60) days from the date of change.

Article 3: Confidentiality, Security, and Reliance

3.1 Confidentiality – PHI and Participant Data

Vita has established policies and procedures for Protected Health Information (PHI) to comply with the requirements under the Health Insurance Portability and Accountability Act (HIPAA), the regulations implementing HIPAA (the Standards for Privacy of Individually Identifiable Health Information), codified at 45 C.F.R. parts 160 and 164), and California state privacy laws. The

policies and procedures stipulate that all information received from Employer or any plan participant (employee, dependent, former employee, or retiree) shall be kept in appropriate confidence and used by Vita solely for the purpose of performing necessary administrative duties specified in this Agreement. Participant information or documentation will not be released to any party or to Employer unless Vita receives an authorization to release such information from the participant, is otherwise permitted or required to do so by applicable law or is compelled by law to do so. Vita does not rent or sell any participant data to any third party.

3.2 Confidentiality - Vita and Employer

Neither party will disclose the substance of this Agreement or any nonpublic information from the other party (collectively "Confidential Information") to any third party unless required by law or authorized in writing by the other party, or in accordance with this Agreement. Any materials, information, membership rosters, or data supplied by Vita for Employer's use in performing the services are the sole property of Vita and constitute Confidential Information of Vita. This Vita Confidential Information includes, but is not limited to, information concerning Vita employees, products, services, membership, prices, operations, business systems, business strategies, planning and finance, practice and advice protocols and formularies. Employer will disseminate the Confidential Information only to those persons connected with Employer with a specific need to know. Employer will hold the Confidential Information in confidence and will not, without the prior written consent of Vita: (i) disclose the Confidential Information in any form by any means to any person or entity, or (ii) use the Confidential Information for any purpose not expressly permitted by this Agreement. Notwithstanding the foregoing, if Employer is required by legal process or action to disclose Confidential Information, Employer will promptly notify Vita prior to any such disclosure. On termination of this Agreement, Employer will promptly return all Confidential Information in its possession to Vita.

Vita will treat information provided to Vita in the course of rendering services under this Agreement as confidential, will use such information only to perform services for Employer described in this Agreement, and, in doing so, will comply with all applicable state and federal privacy laws. Vita may share information disclosed to Vita with third parties it deems necessary to provide services under this Agreement. Records provided to Vita by Employer will remain the property of Employer and will be returned upon request, although Vita has the right to retain copies of such records to the extent required in the ordinary course of business or by law. Employer will treat information developed by and provided by Vita, including proposals, data, reports, recommendations, employee communication materials, or benefit summaries, as confidential. Employer will not disclose any such proprietary information to any third parties (except to the extent that they need to be reviewed by legal counsel). Vita retains sole rights to all of our proprietary computer programs, designs, formats, systems, methods and procedures and to all files developed by Vita.

3.3 Exception to Confidentiality

An exception to the confidentiality provisions exists in the event of an IRS or DOL audit where such agencies may compel disclosure of specific information to confirm plan compliance. Additionally, to the extent a such release of information or data is compelled by law or a government agency presents a government court order or subpoena, the requested information will be disclosed in accordance with the requirements following advance written notice to Employer unless such written notice is forbidden by law. In the event that disclosure is required by law, regulation or court order, the requested information may be disclosed without specific notice regardless of the confidentiality provisions of this Agreement and other privacy policies.

Assurance of confidentiality is not provided (by either party) for information that is already available in the public domain, information that is obtained from a third party without any breach of confidentiality obligations, information that either party develops on its own, or information that a receiving party already possesses at the time of disclosure.

3.4 Inheritance of Confidentiality

Each party agrees that the Confidentiality obligations in this Section 3 apply also to its parent, subsidiary, and affiliated companies, if any, and to similarly bind all successors, employees, and representatives.

3.5 Intellectual Property

All materials, including, without limitation, documents, forms, data collection forms, brochures, and online content (collectively Materials) furnished by Vita to Employer are licensed, not sold. Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for Employer's own internal business use in conjunction with the services provided to Employer by Vita. Employer does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any Vita trademarks for any other purpose other than its own internal business use. Employer shall use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use. Employer's license to use Materials ends on the termination date of this Agreement.

Vita retains exclusive ownership rights to and reserve the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement.

3.6 Upon Termination

Upon termination, Employer agrees to destroy, return, or terminate all use of all Confidential Information and Materials, except to the extent Employer is required by law to maintain copies of such Materials. To the extent it is not feasible to return or destroy Confidential Information and Materials or that copies of any such information is retained in electronic form, the confidentiality requirements outlined in this Section 3 will remain in force indefinitely or until the Confidential Information and Material are returned or destroyed and any record of the information in electronic form is completely expunged.

3.7 Privacy and Security Breach Notifications

The Health Information Technology for Clinical and Economic Health Act ("HITECH") defines a security breach as any time unsecured (not encrypted or destroyed) PHI is acquired, accessed, used, or disclosed in a manner that is not permitted by the HIPAA Privacy Rule. There are two possibilities of breach as outlined below:

- A PHI security breach occurs pursuant to PHI handled by Employer
- A PHI security breach occurs pursuant to PHI handled by Vita relative to the PHI handled on behalf of Employer or Employer's plan participants.

In the event of a HIPAA Security breach caused by Vita, Vita, as Employer's Business Associate, will report to any affected participants without unreasonable delay and within the time periods set forth by HITECH. Vita will also report the breach to the Department of Health and Human Services (HHS) so that the filing requirements are fulfilled. If a HIPAA Security breach is caused by Employer as the Covered Entity, Employer will be responsible for meeting all notification and filing requirements including providing the required notices to plan participants and to the HHS.

3.8 Participant Information Reliance

Vita shall rely upon the statements of participants in their presentation of payments, claims, and other administration information. Vita will presume the validity of the statements and communication provided unless there is obvious reason to question its legitimacy. Vita retains the right to question the validity of communication and documentation as it deems necessary but is not responsible for any information or communication that is fraudulently submitted or presented.

3.9 Employer Information Reliance

The services provided by Vita rely in part on the facts, information, and direction provided by Employer. To this end, Employer will provide timely, accurate and complete information as is necessary, appropriate, and requested for Vita to perform its services and obligations under this Agreement, including information as to employee eligibility, termination, and plan benefits.

Vita shall rely on all information and direction provided by Employer or its authorized representatives as being accurate and complete in all respects and has no obligation to independently determine or verify the accuracy or completeness of any information or direction provided by Employer. Vita shall also rely upon the information and direction provided by Employer in the assessment of plans, in making recommendations, and in negotiating plan pricing. Vita shall assume the information and direction provided is accurate and complete and cannot be responsible for assumptions made based on inaccurate or incomplete data or erroneous deductions made from such data.

Extraordinary efforts required to audit, recalculate, or reconcile erroneous data received from Employer shall be subject to the hourly fees as outlined in Schedule B.

Vita shall be entitled to rely upon any written or verbal communication from Employer, its designated employees, agents, or authorized representatives with respect to the Plan. Employer shall designate a contact person or persons with whom Vita can work on issues related to the Plan and this Agreement. Employer agrees to consider input from Vita regarding the appropriateness of the individuals identified pursuant to this provision.

3.10 Prior Acts and Records

Vita is not responsible or liable for errors, omissions, or legal misinterpretations of any prior broker, consultant, administrator, or record keeper, and/or for the failure of any such entities to assist Employer in filing any document with the Internal Revenue Service or the U.S. Department of Labor or any other regulatory authority. If records from a prior administrative partner or consultant are not obtained by Employer or are not in good order and additional research is required by Vita to recreate this data, this recovery research is in addition to the standard fees and subject to hourly consulting rates outlined in Schedule B.

Article 4: Liability, Indemnification, and Insurance

4.1 Liability

This Agreement is intended to create a subcontract assistance Agreement solely for the purpose of benefiting Employer in the consulting and required administration process for Employer in accordance with ERISA, IRC Section 105, IRC Section 125, IRC Section 129, IRC Section 132 and any pertinent, subsequent legislation and regulations. In no event is this Agreement to be construed as an assumption of the Plan Administrator's required legal duties, nor is this Agreement intended to create any fiduciary relationship.

Vita shall not be liable for any error, omission, or failure to perform under this Agreement to the extent such error, omission or failure was the result of inaccurate, untimely, or incomplete information provided to Vita by Employer except to the extent caused solely by an error or omission on the part of Vita or to the extent the liability was not directly caused by Vita's actions.

Vita shall not be responsible for any liability to the extent created by lack of Employer performance as defined in Schedule A. Nor shall Vita be liable for losses incurred by a participant's misinterpretation of the law or regulations, lack of compliance with the law or regulations or misunderstanding of plan materials. Vita also assumes no liability for any action, inaction, error, omission, or failure to act by an insurance carrier, third party administrator or Employer, which results in inaccurate, untimely, or incomplete information, and which thereby

creates any benefits billing liability. Vita does not receive and is unable to reconcile Employer's monthly insurance carrier billing statements. Per Schedule A, Employer must reconcile all monthly billing statements within thirty (30) days of the billing date and notify Vita in writing of any processing error within forty-five (45) days of the billing date. In the event of a benefits enrollment or termination processing error and if Employer has formally notified Vita in writing within forty-five (45) days of the processing error, then Vita's liability shall be capped at the lesser of the amount of the processing error causing loss to the Employer or \$5,000. Vita shall not be liable for any such activity for which notification occurs outside the above forty-five (45) day period.

Vita maintains standard internal audit practices to confirm the accuracy of financial transactions under the plan. In the event of a claims processing error (such that a reimbursement is inadvertently made for an inadequately substantiated claim) Vita accepts financial responsibility. In the event of fraud or wrongdoing, specifically initiated by a Vita employee handling monies on behalf of Employer, Vita's liability is capped at the lesser of the amount of the fraudulent transaction causing loss to the Employer or 10% of the annualized fees paid to Vita for the plan year assuming Vita is formally notified within one month of the presumed fraudulent activity. Vita is not responsible for any such activity for which notification occurs after one month. In the event of fraud, wrongdoing, or loss caused by bank error, Employer error, or causes outside the direct control of Vita, Vita is not liable and does not have any financial responsibility.

4.2 Indemnification

Employer and Vita hold harmless and indemnify each other, their respective affiliates, employees, agents, and subcontractors (respectively, Employer Indemnities or the Vita Indemnities, as applicable) against all third party losses, damages, liabilities, claims, reasonable costs and expenses, including reasonable attorney's fees to which Employer Indemnities or the Vita Indemnities, as applicable, shall reasonably and foreseeably incur, that result from any intentional or negligent misrepresentation or non-fulfillment of any term of this Agreement by either party to the other party (including, but not limited to, liabilities resulting from the provision of inaccurate, untimely or incomplete information to Vita, the failure to provide information to Vita, or the failure to provide Vita with clear instructions as to matters relating to Plan administration, including contributions, elections or eligibility), or which results from any reasonable actions taken by the Indemnitees, or, solely as applicable to the Vita Indemnities, which results from any reasonable actions taken by the Vita Indemnities while acting as an FSA Claims Fiduciary.

The foregoing obligations are the sole liability and exclusive remedy of each party with respect to indemnifying and holding harmless the other party. Such respective indemnifications are dependent on Employer Indemnities or the Vita Indemnities, as applicable to the particular situation, giving prompt notice to the other party of a potential claim, loss, damage or liability, providing reasonable cooperation and assistance to the indemnifying party, and giving the indemnifying party sole control of the matter, except that Employer Indemnities or the Vita Indemnities, as applicable, may utilize their own counsel in any such matter at their respective cost, and not at the indemnifying party's cost.

To the extent that Employer provides direct access to a third party benefits administration system to Vita and representatives of Vita act on behalf of Employer in managing benefits in such benefits administration system, Employer will hold Vita harmless as outlined above to the extent any errors are made during the course of working in such benefits administration system. Employer acknowledges that this indemnification shall survive the termination of this Agreement. This indemnification shall also transfer in the event of any mergers or acquisitions made by Employer and/or to which the Employer is subject. The obligations under this Section shall survive the termination of this Agreement and shall be binding any the parties' successors.

4.3 Insurance

Vita maintains corporate errors and omissions insurance for the protection of Vita and its clients. This coverage only applies where an error or omission occurs independent of data or information provided by Employer or any outside source. When an error or omission occurs that is the result of any such data or information that has been reasonably relied upon by Vita in the course of business, Vita is not liable, and the errors and omissions coverage provides no protection.

Vita maintains workers' compensation insurance in accordance with statutory requirements.

Article 5: Contracted Service Specific Provisions

The provisions in this section only apply when the specific contract administration elements (identified in parentheses) are adopted.

5.1 Debit Card Processing (FSA, HRA, HSA, TRN, PRK)

Employer agrees to accept Vita's debit card vendor of choice as a third-party beneficiary to the Agreement. The choice of debit card vendor is solely at the discretion of Vita. Employer acknowledges that Plan Participants shall be subject to the terms and conditions of the cardholder Agreement distributed with the Debit Card to all Plan Participants. Additionally, Employer agrees to the banking relationship and protocols established by the debit card vendor and that it will execute the ACH form provided by Vita and make the completed ACH form available to the debit card vendor upon request by the vendor and at regularly scheduled intervals for administration. Employer understands that the current debit card vendor may contact Employer and/or Plan Participants directly for the purpose of addressing operations-related or payment issues. Employer also understands that the debit card vendor restricts access to Plan Participants living in the United States.

Employer agrees to pay the debit card vendor the entire amount of all Debit Card transactions. Scheduled debits will be taken daily, or as determined by the debit card vendor. The amount of the debit will equal the total transaction amount from the previous business day. Employer agrees to maintain a debit card account balance on a pre-funded basis as determined by Vita and the debit card vendor. Debits to the account will be replenished up to the required pre-fund balance daily. The debit card vendor will assess to Employer a predetermined fee (in line with standard business practices) for any ACH debit returned to the bank due to insufficient funds. The debit card vendor reserves the right to terminate access to Debit Cards by Employer's Plan Participants if payment obligations are not paid in full in a timely manner.

In the event of a termination of the contract between Vita and the debit card vendor, Employer understands and agrees that the debit card vendor may charge Employer to settle any trailing activity that accrues prior to the effective date of termination. These charges may settle up to at least one hundred twenty (120) days following the effective date of termination. In the case of such termination, Vita shall replace the debit card vendor with a new vendor as soon as administratively practical.

Employer agrees to report to the debit card vendor all fraudulent transactions within 72 hours of Employer or Plan Participant becoming aware of such action.

Employer understands that the debit card vendor requires claims substantiation data from companies with whom it has no legal relationship ("Claims Substantiation Vendors"). Claims Substantiation Vendors may require the debit card vendor to sign non-disclosure Agreements to protect the confidentiality of the claims substantiation data which is being shared with the debit card vendor. Employer agrees to defend, indemnify, and hold harmless the debit card vendor and Vita from any claims, actions, or lawsuits made or asserted by any Claims Substantiation Vendor with whom the debit card vendor executes a non-disclosure Agreement for purposes of

procuring claims substantiation data. Additionally, Employer agrees to defend, indemnify, and hold harmless the debit card vendor and Vita from any claims, actions, or lawsuits made or asserted by any Claims Substantiation Vendor, Plan Participant, or other Third Party resulting from or arising out of (a) the release of claims substantiation data to the debit card vendor or (b) the debit card vendor's use of the claims substantiation data.

5.2 Account Adjustments (HSA)

Employer agrees that any Employer funded contributions will not be returned to the Employer if the participant has already withdrawn the funds prior to, or on the same day of, the Employer's request to withdraw or reverse any Employer funded contribution amount.

5.3 Investments (HSA)

Plan participants will have the option of investing their available account balance in one or more mutual funds. Only deposits in excess of \$2,000 are available for these investment options. Vita shall in no way be considered as a financial consultant and shall be held harmless and without liability regarding the performance of any such mutual funds and in any claim that a participant made an investment that was not appropriate for their risk tolerance or financial ability. HSA funds are not FDIC insured and not bank guaranteed and may lose value.

Vita receives compensation from WEX, Inc. tied to the interest earned by the bank. HealthcareBank pays Vita out of its general assets, a monthly compensation ranging from 0.0% to 0.75% of the amount in the interest-bearing savings account held with the bank. This compensation is used to offset the banking fees that Vita pays WEX, Inc. for HSA services.

5.4 Banking/ACH Process and Liability for Claims Funding (FSA, HRA, TRN, PRK)

Employer shall maintain a bank account for processing claim reimbursements. This account shall be an Employer-owned account and may be set up as a ZBA account or as a separate pre-funded account, at Employer's discretion. Employer will provide Vita with authority to draw against this account to provide reimbursement to plan participants for claims that have been adequately documented and substantiated by Vita's standard administrative processes.

If debit card processing is elected, Employer authorizes a separate bank connection to be established between the Employer and Bancorp, Vita's partner bank for debit card transactions. Debit card transactions are auto-substantiated through established copay-matching methodology and the IIAS vendor system. Once a transaction is posted, merchants are paid directly by funds drafted from the designated employer account. Employer will maintain a balance sufficient to cover daily debits.

5.5 Banking/ACH Process for Premium Payments (BAM, RBILL, LBILL)

Employer shall maintain a bank account for receipt of premium payments made by participants collected by Vita and/or for payment of premiums on behalf of Employer. This account shall be an employer-owned account. Employer will provide Vita with authority to make deposits to this account via ACH and to draw against this account for payment of premiums (as applicable) and/or for making premium corrections, as necessary.

5.6 Contribution Eligibility Reliance (FSA, HSA, TRN, PRK)

Vita does not take any responsibility for verifying the eligibility of any individual or taxpayer in making contributions. While Vita provides educational materials to assist Participants in understanding the tax rules and regulations, it is solely the responsibility of Plan Participants to ascertain and confirm that their pre-tax contributions are eligible under the tax law. Vita has no ability to confirm such information and accepts no responsibility or liability to confirm the tax correctness of any such contributions. As such, any taxes or penalties which a Plan Participant

may incur due to ineligible contributions or misunderstanding of the tax law or their eligibility to make such contributions are solely the responsibility of the Plan Participant.

5.7 Electronic Billing and Payment (COB, RBILL, LBILL)

Vita makes available ongoing and one-time ACH payment methods for making premium payments. In addition, credit card, debit card, and money order payments will be accepted. Cash is never accepted for premium payment. Participants are solely responsible for providing accurate banking information to accounts with negotiable funds in a timely manner. Vita is not responsible for late payment or non-payment in the event of any electronic banking error. Vita also has no ability to confirm banking information for participants and accepts no responsibility or liability to confirm the correctness of account information. If payment is bounced, Vita will provide outreach to participant within five (5) business days. If the payment deadline has passed, no appeal may be made to Vita.

5.8 Federal COBRA (COB)

This Agreement addresses Vita providing administrative services for federal COBRA compliance only. Any state-specific coverage continuation laws are outside the purview of this Agreement and outside the scope of administrative services provided by Vita.

5.9 Grace Period Administration (COB)

COBRA law states that Qualified Beneficiaries have a grace period of at least thirty (30) days or longer if the employer has a longer grace period. Vita's administration operates on an assumed thirty (30) day grace period for all premium payments. If the Employer/Plan Administrator is paying premiums outside of the standard thirty (30) day grace period, this may pose a COBRA liability to the Employer/Plan Administrator as the grace period for Qualified Beneficiaries may also be inadvertently extended. Vita only administers COBRA assuming a thirty (30) day grace period. Therefore, any liability incurred by the Employer/Plan Administrator because of extending the Employer/Plan Administrator's thirty (30) day grace period (either by specific negotiation or by default) is not a liability of Vita. Vita is not responsible for COBRA compliance or administration outside the statutory minimum thirty (30) day grace period.

5.10 Retirement Benefits Consulting (RET)

A separate Registered Investment Advisor Service Agreement is required in addition to this Master Services Agreement. This separate agreement contains specific information and disclosures required by the Securities Exchange Commission (SEC).

5.11 Carrier Ratings (BEN, BAM)

In the course of arranging and placing employee benefit coverages, one of the factors to consider is the financial ratings of the insurance carriers offering coverage. Vita's customary standard of measure is provided by the independent financial rating services that rate insurance companies. Vita prefers to recommend and place coverage only with companies maintaining an "A" or "Good" equivalent or better rating from these agencies.

Vita assesses the financial soundness of the insurers recommended to provide coverage based on publicly available information, including that produced by well-recognized rating agencies. Basic financial rating information is included in proposal materials with more detailed financial analysis of insurers is available upon request. This information is provided so that Employer can make an informed decision about whether to have insurance placed with this insurer. Vita cannot guarantee or warrant the solvency of any insurer or any intermediary that is used to place coverage.

In certain circumstances, Employer may choose to purchase coverage from an insurance carrier that has financial ratings that do not adhere to the preferred standards adopted by Vita. In such circumstance, Employer acknowledges the selection of the insurer as solely their decision and understands the potential risks given the financial position and ratings of such carrier. When coverage is placed with an insurance carrier that has a financial rating of less than "A-", the errors and omissions insurance coverage that Vita maintains will not provide any coverage.

Article 6: Remuneration and Billing

6.1 Remuneration

In consideration of services to be provided under this Agreement, Employer agrees to pay Vita the annual compensation set forth in Schedule B of this Agreement. Fees are charged for each separate administration service elected. Specific fees and fee guarantee periods for each service are outlined in Schedule B. Vita reserves the right to adjust the administration fees at the end of each fee guarantee period with 45 days advanced written notice to Employer. Vita reserves the right to suspend or terminate services without such suspension or termination of services being considered a breach of the contractual obligations under this Agreement if payment is not received in a timely manner.

6.2 Fees for Services outside the Scope of Schedule A

Fees incurred for required administration of the plan, but which are not within the scope of the administrative duties outlined in Schedule A will be charged to Employer on an hourly basis. Fees for any special services not specifically listed in Schedule B will be charged at the Standard Consulting Fees outlined in Schedule B. Such services would include, but not be limited to special projects, consulting, auditing records or data files, customized reports, special administration or support, special administration pursuant to a mid-year contract termination, or coordination of data transfer to any other vendor.

Additional fees will also be charged for any services necessary to complete additional or redundant services which Vita must perform as a result of receiving inaccurate, untimely, or incomplete information from Employer. This includes, but is not limited to, auditing participant or plan records, re-processing payroll transmittals, and developing computer interfaces.

Employer will be responsible for both direct fees assessed by Vita's Computer Programming staff as well as additional consulting fees for programming coordination at any time when Vita's system requires modification due to Employer's request which is outside of the scope of the services described in a Schedule A. Such requests requiring system modifications include, but are not limited to, electronic file structural format changes and unique administration requests by Employer.

The hourly rate will be based on the personnel utilized to complete the required task. Vita will use prudence in selecting personnel at the appropriate professional level required for the task. Employer must accept the judgment of Vita as to the required professional level for the completion. This applies to both any task that Vita deems necessary for proper plan administration (but which is not included in the standard fee structure) and any special services requested by Employer. Employer does not have the ability to avoid required tasks (and the accompanying hourly charges) for administrative tasks deemed necessary by Vita for compliant plan administration (when administrative services are contracted). Vita retains full authority to determine whether additional administrative tasks (outside the scope of this Agreement) are deemed necessary for proper plan administration.

Additional fees to be charged for administrative services outside the scope of this Agreement will be outlined in writing and agreed upon in advance by Vita and Employer.

6.3 Charges for File Feed Customization

To the extent that any data is transferred to Vita via file feed, it is assumed that the standard Vita file feed format will be used. Customizations to standard file or development of new or special file feeds will be charged on a consulting rate basis (for actual time incurred in customizing or developing reports). Any such work will be outlined in a Statement of Work.

Once data file specifications and processes have been approved and adopted, to the extent that files contain data in an incorrect format, contain erroneous data, do not follow established file or data protocols, or data is transmitted outside of the approved file format, fees arising out of additional time necessary by Vita to translate, interpret, correct, or manipulate data will be charged on an extra-contractual basis as outlined in Schedule B.

6.4 Billing

Bills for regular contracted administration service fees are calculated each month and presented monthly to Employer. Plan Implementation fees, any fees for Statements of Work, and any hourly fees for extra-contractual consulting or audit fees are billed separately as incurred. Commission income (if applicable) is paid directly from insurance carriers to Vita and is not billed by Vita.

Payment is due within 30 days of the due date (the first of the month in which the service is provided). For any payments not received within 30 days, Vita reserves the right to accrue finance charges of 1.5% per month for any unpaid balance received after 30 days from the due date.

For purposes of fee computation, participant populations are based on the number of participants as of a specific date each month. Different contracted services may define the calculation date differently, such as the first, last, or a different date each month, but for each service the population calculation date will be consistent each month. If payment is overdue more than one time, Vita reserves the right to change the payment method from check payment to ACH payment/debit. The bank account listed for any payment reimbursements will be defaulted as the billing bank account. A courtesy email will be sent in the event of this change.

Payments to Vita will be paid via Employer electronic payment processing (ACH by Vita or Employer by mutual Agreement). Manual check processing is accepted only on a special case basis. If an outsourced payment service is used by Employer, any charge made by the payment service provider will be borne by Employer (if necessary, by fee adjustment to accommodate actual full fees being paid to Vita). A billing statement is provided monthly, and Vita will draft debits the same day. The transaction will be posted in the Employer/Plan Administrator's bank account approximately two to three business days after the transaction date.

In the administration fees are not paid in a timely fashion and Vita also administers COBRA for Employer, administration fees charged under this contract that are unpaid for more than 60 days may be netted from COBRA premiums collected on behalf of COBRA Qualified Beneficiaries of Employer. These COBRA premiums paid by Qualified Beneficiaries for their COBRA continuation coverage are generally forwarded to Employer or to an insurance carrier on behalf of Employer. However, in the event of any delinquent fees under this Agreement or any other delinquency owed by Employer to Vita, after 60 days, Employer authorizes Vita to net the fees owed out of the premiums that have been paid by COBRA Qualified Beneficiaries that would otherwise be repaid to Employer or to an insurance carrier on behalf of Employer. Such payment of administrative fees shall not be construed by Employer as changing or altering the coverage or payment status of any COBRA Qualified Beneficiary, nor is the netting of fees owed to Vita to be construed as a redirection of participant ERISA premiums. For clarity, after 60 days, the netting of such premiums is to be considered an alternate administrative mechanism for paying fees owed to Vita in lieu of reimbursing all participant COBRA premiums to Employer.

6.5 Suspension of Services

If any amount owed by Employer under this Agreement for Vita services is more than 30 days overdue, Vita may, without limiting Vita's other rights and remedies, suspend Vita's services to Employer until such amounts are paid in full. Vita will not exercise Vita's rights under this section 6.5 if Employer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

Article 7: Data Security

7.1 Disclosure of Vita Data

To the extent that Employer obtains Vita data or obtains access to the Vita network or system, Employer shall not disclose any such data or access in any manner that would lead to a violation of state or federal law or the terms of this Agreement including, without limitation, by means of outsourcing, distributing, retransfer, or access, to any individual or entity, except to employees or agents who actually and legitimately need to access or use Vita data or access.

Employer shall only use, store, or access Vita data or access Vita network or systems in compliance with and only within the scope permissible under this Agreement. Any transmission, transportation, or storage of Vita data or access outside the United States is prohibited except on prior written authorization by Vita.

7.2 Safeguarding Vita Data

Employer concurs that implementation, data storage, and access to Vita data, network or systems shall be executed with proficiency, care, and judgment in accordance with the general standards of quality adherence.

Employer shall implement protections and protocols to maintain the integrity of Vita data, network, or systems. Employer shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations. Employer shall use secure protocols and encryption to safeguard Vita data in transit.

Employer shall comply with the following limitations and system safeguards:

- A. Limit administrative access
- B. Limit remote access
- C. Limit permit and benefits to the minimum unless necessary for the proper functioning of Vita operations.
- D. Use official accounts and not shared accounts.
- E. Use standard industry-compliant services for substantiation and authorization.
- F. Facilitate an appropriate level of audit and log for its applications.
- G. Address the information security risks associated with information and communications technology services (e.g., cloud computing services) and product supply chain.

7.3 Security Controls

Employer shall maintain security controls including monitoring, auditing, impacts to the organization's resilience, and change management. Employer shall deploy reasonable controls (e.g., policies and procedures) designed to detect, prevent, and mitigate risk to protect Vita data, network, and systems (to the extent Employer has access).

7.4 Acknowledgement of Responsibility

Employer shall be aware of their obligations and shall accept the responsibilities and liabilities involved in accessing, processing, communicating, or managing Vita's information and information assets.

7.5 Personnel Security Requirements

Personnel security requirements including security roles and responsibilities for any providers or subcontractors of Employer shall be coordinated and aligned with internal security roles and responsibilities.

Article 8: Term and Termination

8.1 Term of Agreement

This Agreement is an annual Agreement which is automatically renewed annually for a full 12-month contract period, if not specifically cancelled as prescribed in this Article 8. Schedule B shall be subject to change annually (or at the end of any longer fee guarantee period provided) with seventy-five (75) days advance written notice. It shall be deemed that a revised Schedule B is accepted as an amendment to the Agreement by Employer if Vita does not receive written notification sixty (60) days prior to the effective date of the rate change.

8.2 Contract Termination

Employer and/or Vita may elect to terminate this Agreement at the end of any annual contract period (or longer contract period if so provided by longer rate guarantee in Schedule B). Unless otherwise agreed upon or specified in this Agreement, notice must be received in writing and received by Vita at least sixty (60) days' notice prior to the end of any annual contract period (or longer contract period if so provided by longer rate guarantee in Schedule B). If the agreement is electively terminated prior to the end of any annual contract period, annualized-equivalent fees will be due upon termination. (Remaining fees due will be calculated based on annualizing the YTD fees as of the termination date.)

Either party may terminate this Agreement for material breach of the Agreement by the other party by giving the other party at least thirty (30) days advance written notice of termination specifying the nature and substance of the breach or breaches. Unless the other party remedies the breach within the notice period, or makes reasonable and substantial progress toward remedying the breach or breaches, if complete remedy is not reasonably possible within the notice period, the Agreement shall automatically terminate at the end of the notice period, and Vita will be deemed to have fully earned and be entitled to a pro rata portion of the fees outlined in Schedule B, calculated from the start of the fee period through the date of termination.

This Agreement shall automatically terminate if any law is enacted or interpreted to prohibit the continuance of this Agreement upon the effective date of such law or interpretation; if any fee for any service provided by Vita to Employer remains unpaid to Vita beyond fifteen (15) days past the due date, upon written notification by Vita to Employer that Vita is exercising its option to enforce this provision; if at any time Employer fails to provide required funds for the payment of plan benefits, upon written notification by Vita, if applicable; or if Employer fails to provide the required information in a timely manner to ensure compliance with MSP reporting requirements for HRAs, if applicable.

8.3 Responsibilities upon Termination

Upon termination of this Agreement, Vita's obligation to render services under this Agreement ceases. Unless otherwise agreed upon, Employer will be immediately responsible for all duties previously performed by Vita as specified in Schedule A, which may include by way of example, plan oversight, consulting services, brokerage services, contract negotiation, claims review, communication and education, claims advocacy (including any in process), concierge service for employees and participants, discrimination testing, plan compliance documentation/issues, preparation of any necessary Form 5500s, and all contract administration services, including but not limited to claims processing, debit card transactions, account reimbursements, participant notifications and correspondence, participant billing, claims adjudication and documentation, payment/reimbursement processing, plan and carrier enrollment and disenrollment, enrollment and payment reporting.

With due professional courtesy, upon termination of this Agreement, Vita shall cooperate with and take reasonable steps to assist in the orderly transition of matters directly to Employer or new administration company, insurance broker, or consultant designated by Employer upon termination of this Agreement. To the extent that service or administration issues may arise or continue after this Agreement terminates, such issues must be handled by the newly appointed administration company, insurance broker, or consultant. Vita will provide necessary transition information as a professional courtesy. If continued services or consulting is required, Vita is willing to consider extended transition assistance after termination for mutually agreed additional compensation.

Upon termination notice, if, the parties agree in writing that Vita shall perform any services during a run-out period (and upon prepayment for such negotiated services), Vita will continue to provide contracted services. The terms of this Agreement will remain in force and effect during any such post-termination run-out period.

8.4 Fees Upon Premature Agreement Termination

Unless terminated for cause based upon a material breach, in the event of premature or mid-contract-year termination of the Agreement by Employer, regardless of the reason, the full annualized fees (administration, brokerage and consulting) for the remainder of the contract period are payable. While payable monthly, administration fees, brokerage commissions, and consulting fees are never prorated for a period shorter than a full 12-month period, regardless of the reason for the premature termination. The only exception is if early termination is due to a material breach of this Agreement by Vita.

When Vita services are retained for Benefits Brokerage and Consulting Services, and Vita is named as the Broker of Record for benefit plans, in the event of premature contract termination, if compensation is redirected to another party (via direct payment or via Broker of Record change), Employer agrees to compensate Vita directly at a compensation level equal to the fees and/or commission equivalent outlined in Schedule B of this Agreement for the remainder of the full annual contract period (or through the full contract period if a longer guarantee period is outlined in Schedule B) until the relationship is formally terminated in writing according to the provisions set out in this Section.

Consulting fees (whether expressed on an annual or PEPM basis) are charged monthly for the convenience of Employer but are not prorated for a partial year. Brokerage commissions are paid by carriers monthly but are not prorated for a partial contract year (for the purpose of early termination of this Agreement).

If any such premature Broker of Record change occurs, calculation of equivalent compensation will be based on the last month's population counts, commissions from each insurance carrier and/or direct fees from Employer multiplied by the number of remaining months in the Agreement period.

Payout for all compensation owed as a result of premature Agreement termination due and payable upon demand, within thirty (30) days of the Agreement termination. Any unpaid portion remaining after 30 days may be deducted from any source of funds that Vita has collected on Employer's behalf or to which Vita has been given access.

Upon termination, unless otherwise agreed upon, Vita will have no responsibility for fulfilling its duties under this Agreement, regardless of the fact that full annualized fees are due, payable, and paid under the contract.

Article 9: General Provisions

9.1 No Solicitation of Employees

Both Vita and Employer agree that they will not solicit, directly or indirectly, any employee of the other party with whom it has direct contact regarding this Agreement or the administration of the plan during the Term of this Agreement and for a period of twelve (12) months after the last such contact. In the event of a breach of this provision, in addition to any other right the non-breaching party may have in law or equity, the breaching party shall make a one-time payment to the non-breaching party equal to fifty percent (50%) of the employee's base salary for the most recent year.

9.2 Force Majeure

To the extent a party takes commercially reasonable steps to prevent or mitigate such risks, the party shall not be liable for delay or failure in performance resulting from acts beyond the control of such party, including but not limited to, and whether similar or dissimilar, to acts of God, acts of war, terrorism (whether foreign or domestic in origin), acts of government, riot, fire, flood or other disaster, acts of government, military operation, terrorist attack, strike, lockout, pandemic, diseases, and/or public health emergencies, or communication line or power failure, widespread and prolonged loss of use of the Internet, national emergency, government restrictions, or disruption of the financial markets. Either party may delay delivery or performance occasioned by causes beyond their control in accordance with this Section and will not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. The affected party shall use all commercially reasonable efforts to remedy any inability to perform under this Agreement. If such delay exists beyond a period of thirty (30) calendar days, either party, at its option, shall have the right to terminate this Agreement.

9.3 Subcontractors

Vita may subcontract or delegate to a third party (subcontractor) any portion of Vita services. For those Vita services that are subcontracted or delegated, Vita shall ensure subcontractor or delegate shall be subject to and comply with all applicable provisions of this Agreement. Should Vita use any other person or entity to perform any Vita services as a subcontractor of Vita, Vita shall remain responsible to Employer for the performance of Vita services under the terms and conditions of this Agreement.

9.4 Publicity

Vita reserves the right to identify Employer on its conference room client wall or in its marketing materials, as one of Vita's clients. Vita may place a link on Vita's website to Employer's website and Vita use any specific logo or mark provided by Employer or publicly available for that purpose.

9.5 Documents and Records

Vita shall retain plan and administration related documents in paper or electronic format for seven (7) years from each document's creation, after which time Vita shall schedule destruction of the documents. Should Employer desire that the documents not be destroyed, such notice must be provided to Vita prior to the end of the seven (7) year retention period.

During the seven (7) year retention period, in connection with any claim or appeal concerning benefits, should any Employer or any Plan Participant request copies of any such documents, Vita shall provide such copies and shall charge Employer the lawful rate for such copies for the Plan. Such fees shall be waived in the case of documents requested by Employer in connection with the appeal for benefits by a Plan Participant. During the seven (7) year retention period, should the documents be sought in connection with litigation or by any regulatory agency of the United States in connection with its lawful regulatory oversight, Vita shall cooperate in complying with any lawful requests to review or receive copies of such documents. In such circumstances, any charges by Vita for providing copies shall be determined on a case-by-case basis and based on time required to fulfill necessary requests. Employer will be responsible for fees associated with such document retrieval if they are not otherwise reimbursed. Requested copies may be provided in electronic form, to be determined by Vita in a format determined by Vita. Copy fees will still apply as compensation for necessary administration when documents are provided in electronic format.

9.6 Independent Contractor

Vita, its affiliates and employees, shall be deemed to be independent contractors in the performance of services under this Agreement and shall not be considered an employee, joint venturer, or partner of Employer. Neither party to this Agreement shall have the right to bind the other party by representation, act or omission, unless authorized expressly, in writing. No relationship of employer and employee is created by this Agreement. In performing the rights and duties identified in this Agreement, the parties are acting as independent contractors. Each party will be responsible for its own salaries, payroll taxes, withholdings, insurance, and other benefits of any kind. In no event will either party have or exercise control over the manner in which the other party provides the professional service or other services required by this Agreement.

9.7 Contract for Services Only

Vita does not represent, nor has it represented, this Agreement to be an insurance policy or an indemnity Agreement. This Agreement is intended to be a contract for the provision of services only, and not a contract of indemnity or a policy of insurance.

9.8 Electronic Communication

In addition to traditional mail correspondence, Vita and Employer agree that communication with each other will occur regularly by electronic mail, sometimes attaching further electronic data as and when the circumstances require attachments. By consenting to this method of communication Vita and Employer accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Vita and Employer agree, however, that each will employ reasonable virus checking procedures on their respective computer systems. It will be each entity's own responsibility to check all electronic communications received for viruses. Employer will also be responsible for checking that messages received are complete. In the event of a dispute, neither party will challenge the legal evidentiary standing of an electronic document, and the Vita electronic communication system shall be deemed the definitive record of electronic communications and documentation.

The Vita electronic communication system blocks certain file extensions for security reasons, including, but not necessarily limited to, .rar, .text, .vbs, .mpeg, .mp3, .cmd, .cpl, .wav, .exe, .bat, .scr, .mpq, .avi, .com, .pif, .wma, .mpa, .mpg, .jpeg. Emails with such files attached will not be received by Vita; and no message will be sent to indicate they have been blocked. If Employer intends to send Vita emails with such attachments, please verify in advance that the Vita system will accept the proposed form of attachment and/or provide an alert of the normally blocked file type in advance so that it can be retrieved from the security system.

9.9 Audit

During the term of this Agreement and for a reasonable period thereafter, Employer may audit the records and accounts of Vita related to this Agreement. Any such audit would occur at the expense of Employer. Employer agrees to give Vita reasonable advance written notice of any audit and to conduct the audit offsite through documentation supplied to the extent reasonably possible. Where it is not possible to conduct such an audit offsite, it will be conducted during normal business hours in a manner which is not unduly disruptive to ongoing business, or after regular business hours, at the discretion of Vita.

9.10 Waiver

Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement will not be deemed to be a waiver of such term, undertaking or condition. To be effective, such a waiver must be in writing, signed and dated by the parties. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

9.11 Survival

The provisions of Sections 3.1, 3.2, 3.3, 3.4, 3.5 (Confidentiality), 4.2 (Indemnification), 9.15 (Dispute Resolution), 8.16 (Governing Law) shall survive termination of this Agreement.

9.12 Third Party Beneficiaries

Unless otherwise expressly provided, this Agreement will not create any third-party beneficiary rights for any person or entity.

9.13 Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will be deemed one and the same instrument.

9.14 Additional Documents

Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement.

9.15 Dispute Resolution and Attorney's Fees

In any dispute between the parties that arise concerning this Agreement as to the proper interpretation, application, or enforcement of this Agreement, each party shall agree to resolve the dispute via binding arbitration and waive the right to sue. Such dispute resolution will be submitted to final and binding arbitration and be conducted in Santa Clara County, California in accordance with the substantive and procedural rules for commercial arbitration of the American Arbitration Association (AAA). Adoption of this contract presumes acceptance of this binding arbitration clause and all other provisions outlined herein.

Each party will bear its own fees and costs associated with such arbitration. Adoption of this Agreement presumes acceptance of this arbitration clause and all other provisions outlined herein.

9.16 Choice of Law

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties, except as otherwise provided, shall be determined in accordance with the laws of the state of California. In the event of any conflict of laws, the laws of the state of California shall prevail. The parties agree that any claim or action arising from this Agreement can only be brought in the United States District Court for California, to the extent that it has jurisdiction, and both parties consent to such jurisdiction and venue to the extent that such laws are not preempted by ERISA.

9.17 Legal Correspondent

Most of the provisions and processes involved in employee benefit plan oversight and benefit plan administration are relatively clear in terms of their interpretation of the law, regulations, and court cases. However, on occasion Vita must refer to Employer to make a final decision where multiple responses could be appropriate. In addition, there may be certain circumstances where different actions might fall within a spectrum of compliance and risk tolerance of Employer. At the time Vita deems Employer direction/decision is necessary, Vita will request that Employer identify the person or persons, with corporate binding authority, whom Vita can contact in such situations and upon whom Vita can rely. Such request must be accommodated within 48 hours of the request by Vita. Vita will rest upon the authority of the person so identified as the final word of Employer.

9.18 Notices

All written notices to be given in connection with this Agreement will be sufficient if sent by certified or registered mail, postage prepaid, or national overnight delivery service addressed to the party entitled to receive such notice at the address specified in Section 2.1 (Parties to Agreement) by such party or changed by written notice in accordance with this section. Alternatively e-mail or other electronic communication may be utilized as long as documented acknowledgement of actual receipt (by a person, not an electronic means) is confirmed.

9.19 Assignment

Neither party may assign rights or delegate duties identified in this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that upon thirty (30) days advance written notice to the other party, Vita may assign this Agreement to an affiliated entity, as that term is defined in Division 1 of Title 1 of the California Corporations Code.

9.20 Severability

In the event any provision of this Agreement is declared void, unenforceable, or invalid by a court or arbitrator, such provision will be severed from this Agreement and shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. The remaining provisions will remain in effect, unless the effect of such severance would be to substantially alter the Agreement or obligations of the parties, in which case the Agreement may be immediately terminated.

9.21 Amendment of Agreement

This Agreement and the associated Schedule A documents and Schedule B document may be changed in whole or in part by mutual Agreement upon written Agreement from both Employer



Master Services Agreement Benefits Consulting and Administration

and Vita. Any such amendment must be in writing, dated, and signed by the parties. Schedule B may be modified annually by Vita or upon change in a consultant/brokerage arrangement as outlined in this Agreement.

9.22 Entire Agreement

This Agreement shall constitute the entire understanding and Agreement between the parties named with respect to the matters covered herein. Vita shall not be responsible for the performance of any duties or functions not specifically provided for in this Agreement or another agreement between the parties.

Article 10: Adoption of Agreement

By their signatures below, each of the following signors represent that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made. If this Agreement is not signed and returned to Vita prior to the date Vita services commence, consent to the Agreement terms and conditions will be presumed and deemed to have been obtained upon submission of Employer data to Vita.

Employer Representative	
Signature:	
Printed Name:	
Title:	
Date:	

Vita Representative	
Signature:	
Printed Name:	
Title:	
Date:	