

RETIREMENT PLAN FILE SERVICE SCHEDULE

DEFINITIONS. Capitalized words in this Retirement Plan File Service Schedule (“Schedule”) that are not otherwise defined herein shall have the same meaning given in the Payroll and Human Capital Management Services Agreement and the General Terms and Conditions.

WHEREAS, pursuant to retirement plans sponsored by Client (“Plan(s)”), Client is required to notify its Plan provider(s) (i.e. a third party administrator or entity administering its Plan) (hereinafter referred to as “Provider”) of certain withholdings, events, loans, changes, employee elections, and other events (“Notification Events”);

WHEREAS, this Schedule is intended to supplement the Payroll and Human Capital Management Services Agreement and the General Terms and Conditions between Client and Paycom, to which this Schedule is incorporated therein, for the notification services described herein, and only with respect to the matters specifically set forth herein; and

WHEREAS, subject to the terms and conditions in this Schedule, Client and Paycom wish to enter into this Schedule whereby Paycom shall render certain notification services to assist Client in satisfying Client’s obligations to Client’s Providers.

THEREFORE, in consideration of the covenants set forth herein, Paycom and Client agree as follows:

- A. **Providers Applicable to the Services.** Client Plans and Providers may change or be substituted from time to time upon agreement of the Parties. By default, Paycom shall upload information to Client inbox within the Website Account. If Client elects to utilize a direct file feed, Client authorizes Paycom to provide direct file feed to the Provider.
- B. **Services:** Upon the Effective Date and after Client has notified Paycom (in the manner required herein) of the occurrence of Notification Events pertaining to Client’s Plan, and subject to the terms and conditions herein, Paycom will, on a regular basis, upload and/or electronically notify Provider of Client’s withholding and notification information concerning certain events, employee elections and withholdings that pertain to Client’s employees’ profit sharing benefits under Client’s Plan. These Notification Events may include Client’s employees’ identifying information, date of hire, date of enrollment, amount of withholding(s), date of withholding(s), loans outstanding, loan principal payment, loan interest payment, and withdrawal amounts.

This Schedule shall at all times be subject to (a) Client’s Provider’s agreement to accept electronic notifications on behalf of Client from Paycom; (b) Client’s Provider’s ability to receive and process electronic notifications from Paycom in an electronic format acceptable to Paycom; and (c) Client’s Provider’s timeliness in accepting and processing electronic notifications from Paycom. In the event Client changes its Provider(s), Client shall provide Paycom notice of the change in provider(s) as soon as possible, and Client shall be liable to Paycom for additional setup fees associated with setting up Paycom’s services for use with Client’s substituted provider(s).

- C. **Paycom and Client’s Responsibilities.** It is expressly understood and agreed that for all purposes under this Schedule, Paycom will rely upon the information provided by Client and/or Client’s employees. Paycom is under no duty to investigate or verify the information provided to Paycom by Client or Client’s employees. Client shall provide Paycom with all such information as Paycom requires for Paycom to provide the subject services, including legal names of employees, identifying information for employees, withholding amounts, withholding dates, loan payments, and withdrawal amounts. Paycom’s obligations under this Schedule are contingent upon Client and/or Client’s employees providing Paycom with timely and accurate information. Client shall be exclusively responsible for the accuracy and completeness of all of the information provided to Paycom. In performing the notification services provided for herein, Paycom is under no duty to review or question the accuracy of the information provided to Paycom by Client or any Client employee. Client shall provide all information to Paycom in the manner required by this Schedule as soon as reasonably possible. Paycom shall receive information directly from Client, exclusively through the Website Account or a Client employee’s designated subaccount to the Website Account. After the setup of Client’s provider is complete, Paycom shall create a ‘Plan file’ with each regularly scheduled payroll. Dependent upon the Provider’s requirements, these will either be ‘change files’ or ‘full files’. Paycom shall take prompt action upon receipt of information from the Website Account, but, at all times, Paycom shall have at least three (3) business days from Client’s payroll check date in which to perform Paycom’s notification and upload services to the applicable Providers or take any other action on behalf of Client. In certain instances, Paycom may require more than three (3) business days. Client shall be solely responsible for the failure to provide Paycom with at least three (3) business days in which to act.

Client represents that its agreements and Plans with Client’s Providers shall be maintained during the term of the Agreement in accordance with all applicable laws, as amended from time to time. Client and Client’s contractors or agents, and not Paycom, shall be responsible for: the payment of Client’s Plan amounts, including employee deferrals, to Client’s Providers; any interpretation of the meaning of Client’s obligations, contracts, Plan terms, or any determination made under the Plan; knowledge of the contents, terms, and exclusions of Client’s agreements and/or Plans; the review and payment of qualified withdrawals under any Plans; and benefits and eligibility determinations and appeals under any agreement, or Plan. Paycom shall not act as a repository of documentation or signed employee documents that may be required to be maintained by Client in accordance with Client’s obligations under any agreement, applicable law, rule, or regulation, or Plan. Specifically, Paycom shall not act as a repository of documentation or signed employee documents pertaining to employee investment elections, beneficiary designations, or any other matter.

- D. **Client’s Duty to Fund Obligations and Confirm Funding.** Paycom’s notification services do not include the transfer of Client funds to finance Client’s Plan obligations. Without Paycom’s involvement, Client shall regularly finance from Client’s own accounts Client’s Plan funding obligations. It shall remain at all times Client’s exclusive obligation to fund its Plan funding obligations and to regularly confirm that Client’s bank accounts have regularly paid Client’s Plan funding obligations. Paycom shall have no duty or obligation to confirm that Client is regularly paying its Plan funding obligations or the Provider is withdrawing the funds from Client.

- E. **Client's Notification Responsibilities.** Client's notification responsibilities to Paycom are as follows: Client shall notify and advise Paycom of all events, employee elections, employee withholding amounts, employee withdrawals, loan payments, and other matters pertaining to Client's retirement withholdings or Plans through data entry on the Website Account; except that Client shall notify Paycom of the addition, termination, or modification of any Plan(s) with the applicable Providers through written or email communication to Client's designated payroll specialist. Client shall be exclusively responsible for the accuracy and completeness of all of the information provided to Paycom. Client shall be responsible for all determinations relating to the information to be certified or relating to the information used to perform Paycom's services. Client shall be solely responsible for ensuring that its employees are knowledgeable and fully trained in the use of the Website Account, any employee subaccounts, and in performing Client's duties.
- F. **Required Manner of Notices.** Client's use of the Website Account is required. Except as set forth above pertaining to the addition, termination, or modification of any Plan(s) to this service, all notices required to be provided to Paycom shall be made through data entry on the Website Account or any applicable Client employee subaccounts, including but not limited to data entry of withholding amount changes, employee name changes, and all other information permitted to be entered through the Website Account. In relation to and/or in furtherance of the services provided for in this Schedule, Client authorizes Paycom to transmit, disclose, and exchange such information with the applicable Provider(s). Paycom shall not be required to rely upon any information provided by Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein. Paycom will not be required to rely upon any information provided via telephone or any means other than as specifically set forth herein.

Periodic reports of Paycom's activities and notifications pursuant to this Schedule shall regularly be made available for review through the Website Account. Client shall regularly review and examine said reports for each applicable period and shall notify Paycom of any discrepancies between such reports and Client's own records or any errors, omissions, or misstatements in said reports as soon as reasonably possible, but in no event later than five (5) business days after said reports become available on the Website Account or were sent to the Provider (if applicable). Client shall further review and confirm its bank account transactions and confirm that the funds have been properly debited in the proper amounts from its Provider(s). Client shall be solely responsible for all damages that result or could have been avoided had Client timely reviewed its accounts and reports and advised Paycom or any other parties of any such errors, omissions, misstatements, or discrepancies. Paycom shall not be responsible for a Provider's inability to receive files from Paycom, or any downtime or interruption of service to a Provider's internet site. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore services as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the Website Account and the availability of the Website Account. Paycom may share information provided pursuant to this Schedule with Client's Providers, brokers or other representatives, unless Client provides Paycom written instructions to the contrary.

- G. **Fees and Charges.** As compensation for the services provided by Paycom under this Schedule, Client shall pay Paycom the applicable report setup fees and ongoing recurring fees. Paycom fees for the services contemplated by this Schedule may be debited and/or charged at intervals consistent with and together with Paycom's fees and charges for Paycom's payroll processing and other services to Client.
- H. **Limitations of Paycom's Services.** Paycom (including its officers and employees, any entity related to or performing services on behalf of Client, or any insurance company) shall not be liable for any claim by Client, Plan administrator, or any other third party related to or arising from any alleged failure to comply with any insurance policy, benefit plan, Plan, or employer-provided benefit, or related to or arising from any alleged failure to comply with applicable law, rule, or regulation. Notwithstanding anything in this Schedule to the contrary, Paycom shall not be responsible to receive or review claims, elections, distributions, loans, or designations under any Plan, including, without limitation, where sought as damages in an action against Client, Trustee, Paycom, or otherwise. Paycom shall only be required to perform the notification services specifically set forth in this Schedule. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein. Client and Paycom acknowledge and agree that Paycom is retained under this Schedule to assist Client with certain notification obligations of the Client, and that Paycom is not a fiduciary of Client or under any Plan or Schedule. It is also understood and agreed that Paycom is not acting as a plan administrator, fiduciary, trustee, or employer under any Plan. Paycom is merely providing certain specified services to assist the Client. Paycom is not responsible for explaining the Plan's terms and exclusions to Client's employees. Paycom is not responsible for sending Plan documents or summary plan descriptions to Client's employees. Paycom responsibilities include only the notification services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in this Schedule shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under this Schedule.
- I. **Supplement A.** All terms and conditions provided in Supplement A are hereby incorporated into this Schedule.
- J. **Data Import Services.** To facilitate Client's entry of information into the Website Account as described above in this Schedule, Paycom may make available the importation of certain of Client's information into the Website Account from Providers by way of Data Services ("Data Import Services"). It is expressly understood and agreed that utilization of the Data Import Services constitutes Client's entry of the information into the Website Account, and that therefore Paycom will rely upon the imported information just as if it was entered directly by Client and/or Client's employees and Paycom is under no duty to investigate or verify the imported information.

Supplement A

Scope of Work

Scope of Project: Paycom will agree to build and maintain certain custom reports as described below.

- 1) All custom outputs are per Client code – any single file cannot combine Client codes unless previously approved by custom report team.
- 2) All custom reports are designed to either be scheduled and ran:
 - (a) once per payroll transaction
 - (b) once per predefined time period (e.g. 1st of every month)
- 3) All custom reports are run and delivered to the Client inbox one (1) business day after payroll processes. Files are guaranteed by 5:00 PM that day – but are typically delivered to the inbox before 9:00 AM. If combining client codes, reports are delivered per predefined time period.
- 4) Paycom will not begin any custom report until Client has run a minimum of one (1) payroll with Paycom.
- 5) Any delivered custom spreadsheets are simple, one-worksheet files with no formatting. Multi-worksheet spreadsheets are not possible. No elaborate formatting is possible in custom Excel reports.
- 6) With an automated custom report, there is no ad hoc capability. The reports are automated. There will be a fee for ad hoc requests.

Schedule of Rates: Custom reports will be built by Paycom for a report setup fee. Ongoing fees are required to maintain the accuracy of the reports as Paycom upgrades its software. The custom report recurring fees are billed and drafted with Client's regularly scheduled payrolls and are as follows. Paycom shall commence billing its recurring fees at the time of development of the custom report begins. The recurring fees shall continue each regularly scheduled payroll thereafter until Client provides written notice of its request to discontinue Paycom's Custom Report service. Paycom retains the right to modify additional fees with written or electronic notice to the Client.

If Client, Provider or a third-party subsequently makes a change to a file layout, specification or design which requires Paycom to reprogram a custom report, Client agrees to provide Paycom with the following:

- Thirty (30) days written notice in which to make the change
- An updated copy of the revised file layout
- A development fee of \$150 per hour with a three (3) hour minimum (this amount is subject to change)

Payment Terms: Client understands that the report setup fee and ongoing recurring fees represent Paycom's fees to create and maintain the report as outlined in this Schedule. Once the scope of the project has been agreed upon, the setup fee is required in advance before any custom report creation can begin.

For existing Clients, the fees described herein will be drafted once Paycom has received this completed Schedule and has confirmed the scope of the work. For new Clients requesting a custom report and for whom drafting has not yet been setup, payment of the report setup fee must be made by another method acceptable to Paycom.

Client certifies that it has included file specification documents and/or sample files as requested by Paycom's custom report team. If Paycom builds the file to "spec" and the file requires a change of scope away from the original specification file, Paycom will require an additional setup fee.

Client certifies that it has been informed of all costs relating to this development and agrees to the terms, as specified.