

**RESTATED
MASTER SERVICES AGREEMENT**

For

CITIZENS PROPERTY INSURANCE CORPORATION

(the “Plan Sponsor”)

Group Client Number

767765

CONFIDENTIAL

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This Restated Master Services Agreement (“**Agreement**”) is dated June 1, 2023 (“**Effective Date**”) and sets forth the general terms and conditions under which Empower Retirement, LLC will provide Services to the undersigned Plan Sponsor with respect to the employee benefit plan(s) sponsored by Plan Sponsor, as identified in the attached Schedules (the “**Plan**” or “**Plans**”). This Agreement amends and restates the prior Administrative Services Agreement entered into between the parties in its entirety.

1. DEFINITIONS

“**Affiliate**” means a corporate entity that directly or indirectly is controlled by or is under common control with a party, including any entity that conforms to this definition after the effective date of this Agreement.

“**Agreement**” includes this Restated Master Services Agreement and any Exhibits, Schedules, notices and other documents attached, incorporated or referenced herein.

“**Business Day**” means any day, and only for as many hours as the New York Stock Exchange is open.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Data**” has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

“**Data Protection Laws**” has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

“**Direction**” and “**Direct**” and their similar terms shall mean the instruction, authorization, or direction given to Empower by the Plan Sponsor, another fiduciary of the Plan, or a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or another fiduciary. Plan Sponsor directs Empower to process certain Plan transactions based solely on Participant instruction under the terms of this Agreement.

“**Empower**” and “**Empower Retirement**” refer to Empower Retirement, LLC and its Affiliates with respect to products and Services offered in the retirement markets, including but not limited to recordkeeping and other financial services.

“**Information Security Breach**” has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

“**Investment Options**” means those investment options made available under the Plan based on Plan Sponsor or another Plan investment fiduciary designated by the Plan Sponsor (other than Empower or one of its Affiliates).

“**Participant**” shall mean an employee, former employee, participant, former participant, member, beneficiary or alternate payee who is or may be entitled to participate in or receive benefits under the Plan.

“**Personal Data**” has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

“**Plan Administrator**” means a designated employee or committee, or a third party retained by Plan Sponsor or named in the Plan (other than Empower or one of its Affiliates), to be the “plan administrator” and “named fiduciary” as defined by applicable law.

“Plan Data” has the meaning set forth in the Data Security & Privacy Addendum, attached as Exhibit 1.

“Plan Sponsor” means the Plan Sponsor identified above, the Plan Administrator, named fiduciaries, and other delegates of the Plan Sponsor (other than Empower or one of its Affiliates) as dictated by the context.

“Services” means the services provided by Empower or an Empower Affiliate, as applicable, acting as a service provider Directed by the Plan Sponsor to perform such Services under an applicable Schedule. Empower shall provide the Services in a non-fiduciary capacity (except where Empower acknowledges its fiduciary status in writing). The provision of Services shall be governed by the terms and conditions set forth in this Agreement, by applicable law and regulations and any additional terms and conditions contained in the applicable Schedule.

2. SCOPE OF THE AGREEMENT

This Agreement sets forth the terms and conditions pursuant to which Plan Sponsor may receive Services from Empower or an Empower Affiliate, as the case may be, pursuant to a separate Services Schedule attached hereto. These terms and conditions will be deemed to be incorporated by reference into each and every Schedule entered into between the parties. Each Schedule will be a separate agreement between Plan Sponsor and the Empower Affiliate that enters into the Schedule. All references to “Empower” in this Agreement will be deemed references to Empower or the Empower Affiliate, as the case may be, that entered into the Schedule.

3. FEES/CHARGES & FEE DISCLOSURES

3.1 Fees / Charges. Plan Sponsor agrees to pay Empower for the Services. Unless otherwise Directed by the Plan Sponsor, the Plan Sponsor hereby Directs Empower to deduct applicable Plan expenses from the Plan and/or Participant accounts.

4. CONFIDENTIALITY

4.1 Confidential Information. In order to perform the Services, both parties may have access to certain information of the other party, including, without limitation, trade secrets, commercial and competitively sensitive information of the party related to business methods or practices, and proprietary software or websites of a party (**“Confidential Information”**). For the purpose of clarity, any software or website owned, licensed, or made available by Empower (**“Empower Software”**) is Confidential Information of Empower. The parties mutually agree to hold all Confidential Information of the other party in confidence and not to disclose any Confidential Information of the other party to anyone except the parties’ Affiliates, suppliers, and respective personnel in connection with the performance or receipt of Services hereunder, or as otherwise directed or approved by the other party or its agents. Confidential Information does not include: information that is otherwise in the public domain through no action of the non-disclosing party; information that is acquired by a party from a person other than the other party or its agents without any obligation of confidentiality; or information that is independently developed by a party without reference to the Confidential Information of the other party.

4.2 Permitted Disclosures of Confidential Information.

4.2.1 Legally Required Disclosures. In the event a party is required to make a legally required disclosure of the other party’s Confidential Information, such party shall notify the other party of the disclosure as soon as reasonably practicable and shall cooperate with any efforts by such party to

obtain protective treatment of such Confidential Information to the extent permitted by law. The foregoing shall not apply to (i) broad-based regulatory examinations associated with a party's general business or operations; (ii) disclosures made in conjunction with a law enforcement investigation or inquiry; (iii) or where notice is prohibited by law. For purposes of Rule 14(b)-1 and Rule 14(b)-2 of the Securities Exchange Act of 1934, as amended from time to time, Plan Sponsor authorizes Empower, and/or its Affiliates and services providers, to provide the name, address and share position of the Plan with respect to any class of securities registered under the Investment Company Act of 1940 when requested by such SEC registrant for purposes of shareholder meetings. The above-referenced rules prohibit the requesting SEC registrant from using the Plan's name and address for any purpose other than corporate communications of the type contemplated under the rules.

4.2.2 Authorized Disclosures. Plan Sponsor authorizes Empower to disclose Data to Empower's Affiliates and service providers in connection with Empower's performance of Services under this Agreement. In addition, Plan Sponsor authorizes Empower to disclose Data to Plan Sponsor's advisors, third-party administrators, service providers (such as payroll providers) and representatives authorized by Plan Sponsor in writing to receive such Data. Empower may use and disclose, for benchmarking and research purposes, de-identified Data that is aggregated with other anonymized data of a similar nature across Empower's client base in a manner that makes such Data unidentifiable to a particular individual or plan. Empower's current Privacy Notice is attached to this Agreement, but shall not lessen any of Empower's obligations regarding Personal Data hereunder. Plan Sponsor agrees that any changes to the Privacy Notice may be delivered to Plan Sponsor through the Plan Service Center or by email to designated representatives of the Plan Sponsor.

4.2.3 Disclosures of Personal Data to Plan Sponsor. Plan Sponsor may direct Empower to provide Plan Sponsor or its designated agent with information (which may include Personal Data) received from or in relation to Participants in connection with the performance of Services under this Agreement, which may include private information shared by the Participant during recorded phone calls and written or electronic correspondence.

4.2.4 Disclosure of Quarterly and Annual Performance Reports. Plan Sponsor may post a copy of Empower's Quarterly and Annual Performance Reports for the Plans on Plan's Sponsor's public website in advance of and after Plan Sponsor's retirement plan committee meetings.

5. DATA PROTECTION

5.1 Mutual Obligation to Protect Data. Empower and Plan Sponsor each agree to maintain and hold in confidence all Data and Confidential Information, as applicable, received in connection with the performance of Services under this Agreement. Empower and Plan Sponsor agree that their collection, use and disclosure of all Data is and will at all times be conducted in compliance with all applicable Data Protection Laws. Each party will implement, support, and maintain appropriate physical and logical security measures designed to secure Data, and will take all commercially reasonable organizational and technical steps to protect against unlawful and unauthorized processing of Personal Data. In accordance with the foregoing, Empower maintains a comprehensive data security program designed to safeguard Data and access to the Empower Software and systems, as further set forth in the Data Security & Privacy Addendum attached hereto as Exhibit 1.

5.2 Mutual Notice of an Information Security Breach. The parties will promptly notify each other in the event of an Information Security Breach. Such notice shall include: (i) the consequences of the

breach, including (without limitation) any potential impact on the other party's security measures, systems, Data, Confidential Information, or the Empower Software; and (ii) the corrective action taken to remedy the breach. In addition to the foregoing, Plan Sponsor will notify Empower immediately upon discovering a compromise of the security and/or log-on credentials of any Plan Sponsor employee or agent that has a plan administration role in Empower's system.

6. BUSINESS CONTINUITY & DISASTER RECOVERY

Empower will maintain business continuity and disaster recovery procedures to address the security, integrity and availability of the technology, operational, financial, human and other resources required to provide mission-critical Services in the event of a natural disaster or other interruption of normal business operations. Such procedures will be tested at least once annually. GWFS Equities, Inc.'s current Business Continuity Plan Notice is attached to this Agreement. By executing this Agreement, Plan Sponsor acknowledges receipt of this Notice.

7. RECORDS & AUDIT

7.1 Record Retention. Empower shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy and as required by law. Subject to the foregoing, each party agrees to return or destroy the other party's Confidential Information and Data once it is no longer required for the purpose of performing or receiving the Services, provided that the parties are not obligated to destroy copies of Confidential Information or Data that must be retained for audit, legal or regulatory purposes, or that is stored in non-readily accessible electronic format, such as on archival systems; in such cases Empower's data protection obligations shall continue until such Data is destroyed in accordance with Empower's record retention policy.

7.2 Audit. During the term of this MSA, Plan Sponsor, at Plan Sponsor's sole cost and expense, shall have the right, once per year and with thirty (30) calendar days' advance notice to Empower, to review and perform operational and administrative audits limited to Plan records, data and information (collectively, an "**Operational Audit**") of the Services. Operational Audit requests by Plan Sponsor shall not exceed more than one per calendar year and will not require Empower to provide more than forty (40) hours of assistance. The parties agree that the forty (40) hours of Empower's assistance are included in the Basic Plan Administration Fee as described in the Recordkeeping Services & Fee Schedule. In the event the Plan Sponsor requests audit support in excess of the aforementioned parameters and exceptions, Empower reserves the right to charge an additional fee, with advance notice to and consent of the Plan Sponsor, which shall not be unreasonably withheld. Any Operational Audit requested pursuant to this section will be performed in a reasonable time, place and manner so as not to disrupt Empower's normal business and shall not include Empower Confidential information. Plan Sponsor may use a third party to perform such Operational Audit, provided, however, that no third party may perform an Operational Audit hereunder except pursuant to such third party's signature to Empower's confidentiality agreement.

7.2 SSAE 18. Each year upon the request of Plan Sponsor, Empower will provide a copy of the review performed by Empower's external auditors under the "Statement of Standards for Attestation Engagements Number 18, Attestation Standards: Clarification and Recodification" of the American Institute of Certified Public Accountants ("**SSAE18**") SOC 1, or any new or replacement standard or protocol established by the American Institute of Certified Public Accountants.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Plan Sponsor Materials. As between the parties hereto, excluding the Empower Materials (as defined below), Plan Sponsor shall own materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by Plan Sponsor to Empower for use in providing the Services (collectively, the “**Plan Sponsor Materials**”). Plan Sponsor grants Empower a limited, revocable right and license to use Plan Sponsor’s name, logo, and trademarks in materials created by Empower in connection with providing the Services. Nothing contained herein shall prohibit Empower from referencing client partnerships in the normal course of public-relations communications or in materials prepared at the request of prospective clients.

8.2 Empower Materials. As between the parties hereto, Empower and its Affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Empower Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Empower or its Affiliates hereunder (collectively, the “**Empower Materials**”). Empower grants to Plan Sponsor and Participants (as applicable) a non-exclusive, non-transferable license to use the Empower Materials during the term of the Agreement for purposes of using Empower’s Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Empower Software. All rights with respect to the Empower Materials not specifically granted hereunder are reserved by Empower.

9. LIABILITY & INDEMNIFICATION

[REDACTED]

[REDACTED]

9.3 Insurance. Empower will, at its own cost and expense, procure and maintain in full force and effect throughout the term of this Agreement insurance coverage that is reasonably appropriate to the Services provided under this Agreement and any Schedule hereto. The requirements in this section are not intended to, and will not in any way, limit or qualify the liabilities and obligations of Empower under this Agreement.

10. DISPUTE RESOLUTION

The parties shall engage in reasonable and good faith discussions to resolve any dispute arising out of or relating to this Agreement. If the parties are unable to agree between themselves, the parties will submit the dispute to non-binding mediation conducted by a private mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the parties mutually agree. The costs of mediation shall be borne equally by the parties, and each party shall pay its own expenses. If the parties are unable to resolve the dispute through non-binding mediation, either party may initiate litigation; provided, however, that if one party requests mediation and the other party rejects the proposal or refuses to participate, the requesting party may initiate litigation immediately upon such refusal. If, after engaging in good faith discussions to resolve any dispute, a Party decides to consider seeking an injunction in order to protect its interests, that Party shall notify the other Party of such prior to seeking injunction, and the mediation language in this section shall not apply.

11. TERM & TERMINATION

11.1 Term & Termination. This MSA shall be in effect commencing on the Effective Date set forth above and continuing for an initial term of five (5) years from June 1, 2023 through May 31, 2028, with an optional five (5) year renewal term exercisable on mutual consent (collectively, the "Term"), unless otherwise terminated as set forth herein. In the event this MSA should terminate or expire prior to the completion date designated in any Schedule, such Schedule shall terminate concurrently with the MSA.

11.2 Termination for Convenience. This Agreement or any Schedule attached hereto may be terminated by either party by delivering one-hundred twenty (120) calendar days advance written notice to the other party. The termination of this Agreement shall also operate as a termination of all Schedules hereto.

11.3 Termination for Default. Either party may, upon written notice, terminate this Agreement or any Schedule attached hereto if the other party materially breaches or is in default of any material obligation hereunder, which default is incapable of cure, or which being capable of cure, has not been cured within ninety (90) calendar days after receipt of notice of such default from the non-defaulting party, or within such additional cure period as mutually agreed upon by the parties.

11.4 Transition Assistance Services. Upon termination for any reason, Empower will provide to Plan Sponsor the deconversion and transition assistance services set forth in the Recordkeeping Services Schedule, attached hereto. For the avoidance of doubt, this Agreement will govern the transition assistance services provided.

12. MISCELLANEOUS

12.1 Affiliates & Agents. Plan Sponsor acknowledges and agrees that Empower may utilize the services of Affiliates, agents and suppliers selected by Empower. Empower's use of any such party will not relieve Empower of its obligations hereunder, and Empower shall at all times remain liable for the performance of the Services hereunder. Notwithstanding the foregoing, and notwithstanding that Empower and Plan Sponsor are entering into this Agreement, the obligations under each Schedule are solely the obligations of the Empower Affiliate that entered into that Schedule (including the terms of this Agreement that are incorporated therein by reference), and neither Empower nor any Empower Affiliate shall be jointly

and severally liable with any other Empower entity. Neither Empower nor any Empower Affiliate shall be the guarantor of the obligations of any other Empower Affiliate.

12.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Neither party nor its personnel shall be considered employees of the other party for any purpose. None of the provisions of this Agreement shall be construed to create an agency, partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue of either this Agreement or actions taken pursuant to this Agreement. The parties shall bear sole responsibility for all taxes, assessments and other real property related levies on their owned or leased real property, personal property (including software), franchise and privilege taxes on their business, and taxes based on their net income or gross receipts. If applicable, the parties shall reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible.

12.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their Affiliates and is not intended to confer any rights or remedies upon any other person.

12.4 Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties, their Affiliates, successors and permitted assigns; provided, however, that neither party may assign its rights or obligations hereunder without the other party's prior written consent. Notwithstanding the foregoing, a party may assign this Agreement in connection with: (i) the sale of substantially all of its assets or the assets of any business unit to an entity that assumes the assignor's obligations under this Agreement; (ii) a merger, acquisition or divestiture; and/or (iii) a transfer to a parent or Affiliate, in each case without the other party's consent.

12.5 Entire Agreement. Each Schedule, including any Exhibits, notices and attachments (including an incorporation by reference of the terms and conditions of this Agreement), constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior drafts, agreements, negotiations and proposals, written or verbal, relating to the Services contained in the applicable Schedule. For the avoidance of doubt, in the event any term from Exhibit 5 (Plan Sponsor Specific Terms and Conditions Addendum) conflicts with any other express term of this Agreement, the other term of this Agreement shall control to the extent of such conflict. This Agreement or any Schedule may be amended by written agreement of the parties; for that purpose, emails do not constitute signed writings. Notwithstanding the foregoing, Empower may add or enhance the Services, update the method of providing the Services without any reduction in service, or modify the Services to comply with applicable laws by providing written notice to Plan Sponsor at least thirty (30) calendar days in advance of the effective date of such change, provided that Plan Sponsor may opt out of certain Services that directly impact Participants and any changes that result in an increase in fees to the Plan. Any Empower notices or policies that are attached to or referenced in this Agreement may be modified by Empower at any time, provided that such modifications shall not materially degrade the rights or protections set forth therein. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of such provision or any other provision hereof and no waiver shall be effective unless made in writing.

12.6 Governing Law; Waiver of Jury Trial. Unless and to the extent provided otherwise in a Schedule hereto, this Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida, without regard to conflict of law principles, and any claim arising under or related to this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts located in

Florida. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

12.7 Force Majeure. Neither Empower nor Plan Sponsor shall be liable to the other for any and all losses, damages, costs, charges, attorney fees, payments, expenses or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such party, due to causes or conditions beyond its control, including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, explosions, sabotage, civil disturbance, governmental restriction, transportation problems, failure of power or other utilities including phones, internet disruptions, fire or other casualty, natural disasters, epidemics, pandemics, acts of God, disruptions in orderly trading on any relevant exchange or market, or any other cause that is beyond the reasonable control of either party.

12.8 Severability. The provisions of this Agreement are severable, and if for any reason a clause, sentence, paragraph or provision of this Agreement is determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity will not affect other provisions of this Agreement that can be given effect without the invalid provision.

12.9 Notices. All formal notices required by this Agreement will be in writing and shall be sent to Empower as set forth below and to the most current Plan Sponsor and trustee address on file with Empower. All notices sent shall be effective upon receipt.

Notice To Empower:

Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: Market Segment Head

With a copy to:

Empower Retirement, LLC
8515 East Orchard Road
Greenwood Village, CO 80111
Attn: General Counsel

Notice to Citizens:

Citizens Property Insurance Corporation
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
Attn: Lori Newman, Vendor Management and Purchasing

12.10 Headings; Defined Terms; Counterparts. Section headings used in this Agreement are intended for reference purposes only and shall not affect the interpretation of this Agreement. Unless the context requires otherwise, capitalized terms defined in this Agreement have the meanings set forth herein for all purposes of this Agreement, including any Schedules or Exhibits. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties' execution and delivery of this Agreement by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

12.11 No Tax or Legal Advice. Nothing in this Agreement is intended to constitute legal or tax advice from Empower to Plan Sponsor, or to any other party. Plan Sponsor understands that Empower has not given and may not give legal advice. All issues should be reviewed and discussed with Plan Sponsor's legal counsel and/or tax adviser.

12.12 Survival. The provisions of the following sections shall survive the termination of this Agreement: Fees & Charges; Confidentiality; Data Protection; Record Retention; Intellectual Property Rights; Indemnification; Limitation of Liability; Dispute Resolution; Governing Law; Waiver of Jury Trial; Survival; Severability; Transition Assistance Services; No Tax or Legal Advice; No Third-Party Beneficiaries; and any other section that would by its context be reasonably expected to survive termination.

12.13 Signatures/Corporate Authenticity. By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by its terms, and that they have the authority to sign it. This Agreement is not binding on either party until signed by both parties.

12.14 Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures reasonably believed to be genuine on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MSA TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE EFFECTIVE DATE.

Empower Retirement, LLC

DocuSigned by:



Signature

Daniel A. Morrison

Printed Name

Senior Vice President

Title

4/5/2023

Date Signed

Plan Sponsor: Citizens Property Insurance Corporation

DocuSigned by:



Signature (1)

Violet Bloom

Printed Name

Chief of Human Resources Officer

Title

3/28/2023

Date Signed

DocuSigned by:



Signature (2)

Kelly Booten

Printed Name

Chief Operating Officer

Title

3/28/2023

Date Signed

EXHIBIT 1:
DATA SECURITY & PRIVACY ADDENDUM

This Data Security & Privacy Addendum applies to Empower and its Affiliates and describes how Empower protects Personal Data and Plan Data (the “**Addendum**”). Capitalized terms used but not defined herein have the meanings given to them in the Master Service Agreement executed by Empower and Plan Sponsor under which Empower provides services to Plan Sponsor (“**Agreement**”).

1. Definitions. The following terms have the meanings set out below and similar terms shall be construed accordingly:

“**Data**” means Personal Data and Plan Data.

“**Data Protection Laws**” means any law with respect to the protection of Personal Data that is applicable to Empower’s Services under the Agreement or any Schedule thereto.

“**Information Security Breach**” means a confirmed compromise of an information system within the authority or responsibility of Empower that results in: (i) the unauthorized acquisition, disclosure, modification or use of unencrypted Personal Data, or encrypted Personal Data where the encryption key has also been compromised; and (ii) a reasonable likelihood of identity theft or fraud against a data subject in the Plan. An Information Security Breach includes, without limitation, theft and/or malicious use of Data by Empower personnel. A good faith but unauthorized or unintentional acquisition, disclosure, modification or use of Personal Data by an employee or contractor of Empower or a party who has signed a confidentiality agreement with Empower does not constitute a Security Breach if the Personal Data is not subject to further unauthorized acquisition, disclosure, loss, modification, or use.

“**Personal Data**” shall mean information that identifies or is reasonably capable of being associated with a Participant in the Plan or an eligible employee of Plan Sponsor, and includes personally identifiable financial information as defined by Title V of the Gramm-Leach-Bliley Act, but excluding data that is publicly-available and data from which individual identities have been removed and that is not linked or reasonably linkable to any individual.

“**Plan Data**” shall mean non-public Plan level information that is provided to Empower in connection with receipt of the Services. Plan Data excludes data that is de-identified and aggregated for benchmarking and research purposes.

“**Subprocessor**” means any person (including any third-party service provider and any Empower Affiliate, but excluding personnel employed by such parties) engaged by Empower to process Personal Data.

2. Direction. Plan Sponsor Directs Empower and its Affiliates (and authorizes Empower and its Affiliates to Direct each Subprocessor), where applicable, to process Personal Data as follows: (i) processing in accordance with the Master Agreement and any amendments thereto as executed by the parties; and (ii) processing initiated by Participants in their use of the Services. Plan Sponsor represents that it is and covenants that it will at all relevant times remain duly and effectively authorized to give the Direction set out herein.

3. Security. In order to protect Personal Data, Empower will implement appropriate technical and organizational measures designed to protect Personal Data in accordance with the requirements of any Data Protection Laws. In addition to the foregoing, Empower's security program shall conform to the commitments described below.

4. Subprocessing. Plan Sponsor hereby agrees that Empower may engage its Affiliates and third parties as Subprocessor in connection with the provision of Services under the Agreement. Empower shall carry out reasonable due diligence as appropriate to the nature of each Subprocessor's services to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by the Information Security Policies. Upon request, Empower shall make available a current list of any material Subprocessors that have access to Personal Data; the parties hereto agree that such list is the Confidential Information of Empower and subject to the confidentiality provisions of the Agreement.

5. Data Subject Rights. Empower responds to any request from a Participant under applicable Data Protection Laws (such as "Right to Know" requests) as required by applicable Data Protection Laws. Empower will advise Plan Sponsor of any such request that requires Plan Sponsor's assistance or response, and in such case the parties shall cooperate with respect to the response to such Participant.

6. Data Security. Empower's Information Security Policies and related policies address the management of information security, the security controls employed by the organization. These policies include, without limitation:

6.1 An Information Security Board that is responsible for the development, implementation, and ongoing maintenance of Empower's data security.

6.2 Documented policies ("**Information Security Policies**") that Empower formally approves, internally publishes, communicates to appropriate personnel and reviews at least annually. Empower's Information Security Policies shall (i) mandate the secure protection and handling of confidential data, (ii) comply with applicable laws, (iii) conform to or exceed applicable industry standards for the retirement plan services industry, and (iv) documented, clear assignment of responsibility and authority for data security-related activities.

6.3 Policies covering acceptable computer use, record retention/destruction, information classification, cryptographic controls, access control, network security, removable media, remote access, mobile computing and wireless access.

6.4 Regular testing of the key controls, systems and procedures, including (i) testing of information technology general controls (ITGC) at least annually or whenever there is a material change in business practices, and (ii) infrastructure penetration tests and scans against internet-facing points of presence. Empower will correct vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards.

6.5 Policies and procedures designed to protect the security of Plan Data and Personal Data that is accessible to, or held by, Empower's third party suppliers. Such policies shall be based on Empower's Information Security Policies, and shall address, as applicable: (i) the identification and risk assessment of such supplier; (ii) minimum cybersecurity standards required to be met by such suppliers; (iii) due diligence processes used to evaluate the adequacy of cybersecurity practices of such suppliers; and (iv) periodic

assessment of such suppliers based on the risk they present and the continued adequacy of their cybersecurity practices.

6.6 Use of appropriate administrative, technical and operational measures designed to ensure Personal Data and Plan Data is secure.

6.7 Monitoring, evaluating and adjusting, as appropriate, its data security protocols summarized herein, in light of relevant changes in Data Protection Laws, Services, technology or industry security standards, the sensitivity of data collected or processed by Empower in the provision of its Services, and evolving internal or external risks. Empower may make such updates to its data security protocols and the terms hereof at any time without notice so long as such updates maintain a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data or Plan Data.

7. Risk Management. Empower has a risk assessment program that includes regular risk assessments and management for risk identification, analysis, monitoring and reporting.

8. Human Resources.

8.1 Acknowledgements. Empower shall provide training on its information security practices to its personnel at least annually. Empower personnel shall acknowledge their information security and privacy responsibilities under Empower's policies.

8.2 Personnel Controls. Empower completes appropriate pre-employment background checks and screening on its personnel, and requires personnel to complete initial security training at the time they are first employed with Empower and annually thereafter. All personnel attest annually to Empower's Code of Business Conduct and Ethics, which enforces the tenets of Empower's Information Security Policies and its privacy policies. Empower has disciplinary processes for violations of information security or privacy requirements, and promptly removes personnel access to Plan Data or Personal Data upon termination or applicable role change.

9. Physical and Environmental Safety.

9.1 Physical and Environmental Security Controls. Empower has appropriate physical and environmental controls to protect Empower's equipment, assets, and facilities used to provide services. Physical security includes, without limitation (i) physical security in the protection of valuable information assets of the business enterprise; and (ii) the provision of protection techniques for the entire facility, from the outside perimeter to the inside office space, including the datacenters and wiring closets.

9.2 Ongoing Operations. Empower protects its facilities and systems containing Data from failures of power, networks, telecommunications, water supply, sewage, heating, ventilation, and air-conditioning.

10. Communications and Operations Management.

10.1 Controls. Empower has policies and procedures in place for communications and operations management controls. Such controls address: hardening, change control, segregation of duties, separation of development and production environments, network security, virus protection, patch management, media controls, data in transit, encryption, audit logs, and time synchronization.

10.2 Operations Security. Empower's Information Security Policies mandate ongoing operations security requirements, including but not limited to, installing or maintaining (i) security patches for operating systems and applications within standard timeframes based on severity; (ii) industry standard versions of operating systems, software and firmware for system applications and components; and (iii) up-to-date system security agent software which includes updated malware and virus definitions.

11. Access Control.

11.1 Access Control. Empower utilizes access controls designed to ensure that only Empower personnel with the proper need and authority can access its internal recordkeeping system and associated data. Empower's access controls include but are not limited to: limiting access to personnel with a requirement to view Personal Data; establishing least-privilege controls to protect systems and Personal Data; generation of audit trails; periodic review and approval of personnel who need to access the Empower recordkeeping system; and termination of personnel access promptly following severance from employment.

11.2 Authentication. Empower authenticates user identity through appropriate authentication controls such as strong passwords, token devices, or biometrics. Passwords must meet minimum length and complexity requirements.

11.3 Remote Access to Empower Systems. Empower uses multi-factor authentication for remote access to its systems.

12. Information Systems Acquisition, Development and Maintenance.

12.1 Systems Development Security. Empower addresses security as part of information systems development and operations and follows secure coding methodologies based on application development security best practices.

12.2 Software Security Management. Empower's information systems (including operating systems, infrastructure, business applications, off-the-shelf products, services and user-developed applications) adheres to the information security standards set forth in Empower's Information Security Policies.

12.3 Vulnerability Assessments/Ethical Hacking. Empower performs vulnerability assessments and penetration testing against Internet-facing points of presence. Empower corrects vulnerabilities or security issues discovered through such assessments in a manner and time frame consistent with established standards set forth in Empower's Information Security Policies.

12.4 Cryptography. Empower uses cryptography techniques that assist Empower with preventing the unauthorized capture, modification of or access to data or information. Empower uses standard encryption algorithms that follow up-to-date encryption standards and industry practices. Such cryptography techniques may include but are not limited to: encryption of sensitive data sent across external communication lines; requirement of minimum 128-bit encryption TLS encryption for web browsers; and encryption of Personal Data while stored on laptops, mobile devices, and in recordkeeping databases.

13. Information Security Breach Management.

13.1 Incident Management Program. Empower maintains investigative measures and techniques for incident handling, including but not limited to: a formalized, enterprise-wide Computer Security Incident Response Team (“**CSIRT**”), and CSIRT processes which are tested at least annually.

13.2 Information Security Breach Response. Empower will notify Plan Sponsor after becoming aware of any Information Security Breach in accordance with all applicable Data Protection Laws. For the avoidance of doubt, Empower will (i) keep the Plan Sponsor informed of significant developments in connection with the investigation of such incident; (ii) investigate and assist any regulator or other governmental body with oversight over the Information Security Breach in investigating, remedying and taking any other action regarding the Information Security Breach as appropriate or required by law; and (iii) provide Plan Sponsor with information about remedial measures that have been undertaken to prevent such Information Security Breach from reoccurring. In the event that individual or regulatory notifications are required under applicable Data Protection Laws, the parties will cooperate with respect to notifications. To the extent the Information Security Breach is caused by Empower's failure to abide by its obligations as set forth in this Addendum, Empower shall bear the costs of such notifications and provision of credit monitoring services to affected individuals to the extent required by law or otherwise appropriate in Plan Sponsor's and Empower's reasonable judgment.

14. Plan Sponsor Assessment Rights.

14.1 Assessment via Security Assurance Package. Within the secure Plan Sponsor website provided by Empower, Empower provides documentation that supports and informs the reader about Empower's current security program and practices. These documents are referred to as the Security Assurance Package (“**SAP**”), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)

14.2 Regulatory Assessment. If Plan Sponsor's governmental regulators require that Plan Sponsor perform an on-site audit of Empower's network security, as supported by evidence provided by Plan Sponsor, Plan Sponsor may conduct an on-site audit of Empower's network security, relevant to the security of Plan Data (“**Regulatory Audit**”). Unless a different notice or frequency is required by Plan Sponsor's governmental regulators, a Regulatory Audit may be conducted by Plan Sponsor once per year at a mutually agreed-upon time with at least sixty (60) calendar days' advance written notice to Empower. If a Regulatory Audit requires the equivalent of more than two (2) business days of Empower Personnel's time to support such audit, Empower may charge Plan Sponsor an audit fee at Empower's then-current rates for each day thereafter.

14.3 Miscellaneous. This Addendum is governed by and incorporated into the Agreement. In the event of any conflict between the Agreement and this Addendum, the Agreement will prevail. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Agreement.

**EXHIBIT 2:
PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE
TRADING**

This Exhibit 2 shall apply to any Recordkeeping Services Schedule under the Master Services Agreement

**PROCEDURES FOR COMPLYING WITH FUND COMPANY MARKET TIMING AND EXCESSIVE
TRADING POLICIES**

The prospectuses, policies and/or procedures of certain fund companies require retirement plan providers offering their fund(s) to agree to restrict market timing and/or excessive trading ("prohibited trading") in their funds. The following procedures describe how we will comply with fund company instructions designed to prevent or minimize prohibited trading.

Various fund companies instruct intermediaries to perform standardized trade monitoring while others perform their own periodic monitoring and request trading reports when they suspect that an individual is engaging in prohibited trading. If an individual's trading activity is determined to constitute prohibited trading, as defined by the applicable fund company, the individual will be notified that a trading restriction will be implemented if prohibited trading does not cease. (Some funds may require that trading restrictions be implemented immediately without warning, in which case notice of the restriction will be provided to the individual and plan, if applicable). If the individual continues to engage in prohibited trading, the individual will be restricted from making transfers into the identified fund(s) for a specified time period, as determined by the applicable fund company. Individuals are always permitted to make transfers out of the identified fund(s) to other available investment options. When the fund company's restriction period has been met, the individual will automatically be allowed to resume transfers into the identified fund(s).

Additionally, if prohibited trading persists, the fund company may reject all trades initiated by the plan, including trades of individuals who have not engaged in prohibited trading.

Note: certain plan sponsors have or may elect to implement plan level restrictions to prevent or minimize individual prohibited trading. To the extent that such procedures are effective, we may not receive requests for information from the fund companies or requests to implement the restrictions described above.

01/2022

EXHIBIT 3: PRIVACY NOTICE

PRIVACY NOTICE
REV 5/2022



FACTS	What does Empower Retirement, LLC (Empower) do with your personal information?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and account balances.• Retirement assets and transaction history.• Employment information and income. <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Empower chooses to share and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES EMPOWER SHARE?	CAN YOU LIMIT THIS SHARING?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call toll-free at 855-756-4738 or go to empower.com/privacy
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WHO WE ARE	
Who is providing this notice?	Empower and its affiliates. A list of companies is provided at the end of this notice.
WHAT WE DO	
How does Empower protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, technical and procedural safeguards, such as building and system security and personnel training.
How does Empower collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Provide account information or apply for a loan. • Enter into an investment advisory contract or seek advice about your investments. • Tell us about your investment or retirement portfolio. <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness. • Affiliates from using your information to market to you. • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
DEFINITIONS	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the Empower, Great-West Life & Annuity or Great-West names, as listed below, and other financial companies such as Advised Assets Group, LLC and GWLA.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Empower does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Empower doesn't jointly market.</i>
WHO IS PROVIDING THIS NOTICE?	
<p>Empower Retirement, LLC; Great-West Life & Annuity Insurance Company; The Great-West Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of New York; Great-West Financial Retirement Plan Services, LLC; Advised Assets Group, LLC; GWFS Equities, Inc.; The Canada Life Assurance Company (U.S. operations); Great-West Life & Annuity Insurance Company of South Carolina; Great-West Capital Management, LLC; Great-West Funds, Inc.; Great-West Trust Company, LLC; Prudential Retirement Insurance and Annuity Company; Prudential Bank & Trust, FSB; Global Portfolio Strategies, Inc.; TBG Insurance Services Corporation; MC Insurance Agency Services, LLC; Mullin TBG Insurance Agency Services, LLC; and COMOSA REIT Corp.</p>	

GEN-FLY-WF-1831220-0622

EXHIBIT 4: BUSINESS CONTINUITY PLAN NOTICE

BUSINESS CONTINUITY PLAN NOTICE

Empower Financial Services, Inc. ("Empower"), a subsidiary of Empower Annuity Insurance Company of America and affiliate of Empower Life & Annuity Insurance Company of New York* and Empower Retirement, LLC, maintains a comprehensive business continuity plan designed to respond reasonably and effectively to events that lead to significant business disruption, such as natural disasters, power outages, or other events of varying scope. This plan defines critical functions and systems, alternate work locations, vital books and records, and staff resources, and provides for the continuation of business operations with minimal impact, depending on the severity and scope of the disruption. The plan is reviewed and tested no less than once annually to ensure that the information in the plan is kept current and that documented recovery and continuity strategies adequately support its business operations. Of utmost importance to the plan is the ability for customers to maintain access to securities accounts and assets in those accounts.

In the event that one of the contact centers or back office operation facilities becomes unavailable for any reason, calls would be re-routed to one of the firm's alternative contact center or operations facilities.

In the event of a significant business disruption to the primary office and/or data center, access to customer accounts will be provided via the Company's Web site and voice response system, operated from an alternative data center. Customer service will continue to be provided by re-routing telephone calls to a contact center located in one or more alternative sites located outside of the region. Secure work from home solutions are available for all staff.

While no contingency plan can eliminate the risk of business interruption, or prevent temporary delays with account access, the firm's continuity plan is intended to mitigate all reasonable risk and resume critical business operations within 24 hours or the next business day, whichever is later.

* Record keeping and administrative services are provided by Empower Retirement, LLC, and in New York, Empower Life & Annuity Insurance Company of New York, or one of its subsidiaries or affiliates. Securities offered in your account may be offered through another broker/dealer firm other than Empower Financial Services, Inc., a wholly owned subsidiary of Empower Annuity Insurance Company of America. Please contact your investment provider for more information if needed.

This disclosure is subject to modification at any time. The most current version of this disclosure can be found on the the Company's website or can be obtained by requesting a written copy by mail.

BCP – Empower Customer Notice (Ed. August 2022)

**SCHEDULE A:
RECORDKEEPING SERVICES AND FEE SCHEDULE
FOR THE
LIST OF PLANS**

1. CITIZENS PROPERTY INSURANCE CORPORATION RETIREMENT PLAN ("401(a)")
Group Account Number: 767765-01
2. CITIZENS PROPERTY INSURANCE CORPORATION DEFERRED COMPENSATION
PLAN ("457(b) Governmental") Group Account Number: 767765-02
3. CITIZENS PROPERTY INSURANCE CORPORATION SAVINGS PLAN ("401(k)") Group
Account Number: 767765-03

1. GENERAL

This Recordkeeping Services Schedule ("**Schedule**") is a separate agreement between the parties hereto and incorporates the terms and conditions of the Restated Master Services Agreement ("**Agreement**") between Empower Retirement, LLC and Plan Sponsor. All references to "Empower" in this Schedule are deemed to be references to Empower or the Empower Affiliate, as the case may be, that enters into this Schedule. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. Any conflict between this Schedule and the terms of the Agreement shall be resolved in favor of the Agreement, unless this Schedule specifically states that its provision will prevail.

2. SCHEDULE TERM

2.1 The Effective Date of this Schedule is June 1, 2023 ("**Schedule Effective Date**"). Unless terminated in accordance with the termination provisions at Section 11 of the Agreement, this Schedule shall remain in full force and effect. The termination of this Schedule shall also operate as a termination of all Schedules to the Agreement.

2.2 Upon termination, Plan Sponsor Directs Empower to deduct any and all outstanding expenses and fees owed to Empower from the Plan's trust on the termination date, unless paid by the Plan Sponsor. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from the Plan consistent with the foregoing. Upon termination of this Schedule, Empower will cease to provide the Services herein. Plan Sponsor acknowledges that after the termination of this Schedule, Plan Sponsor will be responsible for performing all actions required to be taken with respect to the Plan including, but not limited to: processing of contributions, loans and distributions, and the distribution of forms to Participants. On and after the actual date of termination of this Schedule, Empower shall have no further obligations hereunder except as set forth in the Transition Assistance section.

3. NATURE OF EMPOWER'S SERVICES

3.1 Services. Empower will provide the Services set forth in this Schedule or as further described in the Exhibits attached hereto.

3.2 Fiduciary Status. Except with respect to any Services for which Empower has specifically agreed to act as a fiduciary under this Schedule, Plan Sponsor acknowledges that (i) Empower acts as a

non-discretionary service provider Directed by the Plan Sponsor or other Plan fiduciary and, as authorized by the Plan Sponsor, by Participants; and (ii) performance of the Services do not involve the exercise of any discretion in the administration or management of the Plan that would cause Empower to be a fiduciary or a Plan Administrator as defined under the Code, ERISA, the Investment Advisors Act of 1940, or state law, as applicable. The Plan Sponsor has appointed a Plan Administrator that has discretionary authority for the administration and management of the Plan. The parties agree that Empower will not perform a Service that could cause it to have discretionary authority or responsibility for the administration or management of the Plan or disposition of Plan assets. Empower shall not render, or have any authority or responsibility to render, investment advice for a fee or other compensation, direct or indirect, with respect to any Plan assets, except as specifically provided for under this Agreement.

4. PLAN SPONSOR RESPONSIBILITIES

Plan Sponsor acknowledges that Empower cannot effectively perform the Services without Plan Sponsor's cooperation. Accordingly, Plan Sponsor acknowledges and agrees that it will fulfill the following duties and obligations:

4.1 Provision of Information. Plan Sponsor or its designee, including any third parties retained by or on behalf of the Plan or Plan Sponsor, will provide all information necessary for Empower to perform the Services in a manner and format that does not require manual intervention or manipulation by Empower. Plan Sponsor acknowledges and agrees that Empower shall not bear any responsibility for any penalties or other costs incurred as a result of Plan Sponsor's failure to provide such information in a timely manner. Plan Sponsor further acknowledges and agrees that Empower may charge an additional fee if any necessary information is not provided on a timely basis, or in an electronic format usable by Empower without any manual intervention or manipulation. Plan Sponsor agrees that Empower shall be entitled to fully rely upon the accuracy and completeness of information Plan Sponsor submits and that Empower shall have no duty or responsibility to verify such information. If, as a result of incorrect or incomplete information furnished by Plan Sponsor, it becomes necessary to repeat any calculation or service, complete any new forms or revise any completed forms, Empower reserves the right to charge an additional fee. Each party agrees to bear its own transmission costs and is solely responsible for its own acts and omissions relating to transmitting, receiving, storing and handling documents and information, including the maintenance of all equipment, software and testing necessary to effectively, reliably and securely send and receive such documents and information.

4.2 Remitting Contributions and Allocation Instructions. Plan Sponsor agrees that it is solely responsible for collecting and remitting all initial and recurring contributions and loan repayments to Empower electronically via Empower's plan sponsor website, or another mutually agreed-upon manner within the time prescribed by applicable law. Plan Sponsor acknowledges that Empower is not responsible for monitoring the amount and/or timeliness of such contributions and loan repayments.

4.3 Plan Document Responsibilities. Plan Sponsor has the responsibility to ensure that the Plan documents are accurate and complete, to interpret Plan terms and to review the Plan document services provided by Empower, if any. Plan Sponsor is responsible to ensure that the Plan is being operated in accordance with its terms. Plan Sponsor shall provide Empower with a signed copy of the Plan document and all amendments to the Plan document within thirty (30) calendar days after such document and/or amendment is adopted.

4.4 Investment Options. Plan Sponsor is responsible for the selection of all Investment Options based on Plan Sponsor's independent evaluation, or that of its registered investment advisor, consultant, broker or other agent, as applicable. Plan Sponsor must notify Empower in writing of the Investment Options intended to be serviced by Empower and such Investment Option services are only provided as agreed upon by Empower and may be subject to certain limitations or conditions. Plan Sponsor acknowledges that Empower or its Affiliates may receive fees from mutual fund families or other Investment Option Sponsors or their Affiliates for providing certain administrative or other services thereto ("**Fund Service Fees**") in connection with the Plan. Plan Sponsor may request additional information regarding such fees at any time. If the provider of an Investment Option causes an Investment Option to become unavailable to the Plan, Empower will notify Plan Sponsor as soon as practicable after the Investment Option Sponsor notifies Empower.

4.5 Plan Sponsor Acknowledgement of Market Timing Procedures. Plan Sponsor acknowledges that the SEC requires mutual fund companies to establish procedures to prevent market timing and excessive trading. Plan Sponsor acknowledges receipt of, and agrees to adhere to, the terms and conditions of the Procedures for Complying with Fund Company Market Timing and Excessive Trading Policy attached as an Exhibit to the Agreement, as amended from time to time.

4.6 Payment of Plan Expenses. Plan Sponsor may Direct Empower in writing to deduct Plan expenses from the Plan to the extent Plan Sponsor has determined that deduction is specifically allowed by the Plan document and applicable law, and to remit to the party designated by the Plan Sponsor.

4.7 Plan Sponsor Direction to Perform the Services. In performing the Services, Empower is acting at the Direction of the Plan Sponsor or other fiduciary of the Plan by following the procedures set forth in a plan administration guide or similar procedural document provided by Empower to the Plan Sponsor, including by posting such procedural documents to the Plan Sponsor website. To the extent the procedures do not fully address a specific issue, the Plan Sponsor agrees to provide Direction in a manner reasonably requested by Empower, and Empower may rely upon any such Direction by a person that Empower reasonably believes to be authorized to act on behalf of the Plan Sponsor or other fiduciary. Plan Sponsor specifically intends that Empower will have no discretionary authority with respect to following such Direction.

4.8 Electronic Delivery. Empower will deliver plan-related documents to Participants under the Agreement in an electronic manner as described below.

4.8.1 Plan notices to be delivered by Empower via an email notice of the availability of the plan-related documents on the Participant website will be sent to an email address provided to Empower by the Participant or by Plan Sponsor. If Empower is not provided with an email address, notices will be delivered to the Participant via regular mail.

4.8.2 Empower will send an initial notification of default electronic delivery via regular mail to each Participant at least ten (10) calendar days prior to delivering any plan-related documents via email. The initial notice of default electronic delivery will include the participant's email address that will be used to deliver notices of the availability of plan-related documents, a statement of the Participant's right to request and obtain a paper version of the documents and a statement of the option to opt out of electronic delivery and receive only paper versions of the documents.

4.8.3 If an email notice of availability of a plan-related document is returned undeliverable, Empower will send the notice to another email on file for the Participant. If no other email is on file for the Participant or such other email is also returned undeliverable, plan related documents will be delivered via regular mail to the Participant until such time as Empower is provided another email address for the Participant.

4.8.4 Participants may request to receive one paper copy of a plan-related document for no cost. In addition, Participants may opt out of electronic delivery and request that their plan-related documents be delivered via regular mail at any time.

4.9 Review of Reports. Plan Sponsor is responsible for reviewing and monitoring reports made available by Empower (whether provided electronically, by posting on an Empower website, or otherwise) regarding Plan activity, transactions and investments to verify that the transactions indicated in the reports properly reflect the Direction provided by the Plan Sponsor. Empower's performance of its obligations under this Agreement shall be presumed to be accurate unless Plan Sponsor provides Empower with proper notice of discrepancies.

4.10 Error Correction.

4.10.1 Transactional and Operational Errors.

4.10.1.1 Transactional Errors. If Empower does not accurately process contribution, distribution, or investment instructions provided in good order by a Participant or the Plan Sponsor (e.g., investment allocation of Plan contributions, investment exchanges or transfers, or timely processing of a Plan distribution) and the issue is timely brought to Empower's attention, Empower will, at its own expense, retroactively correct the Plan or Participant account to reflect its adjusted financial position had the error not occurred, including any investment earnings and reduced by any investment losses. If the issue is not timely brought to Empower's attention, Empower may correct the error by adjusting the Plan or Participant account prospectively.

4.10.1.2 Plan Operational Errors. If Empower is timely notified that it has made an error that creates an operational or fiduciary issue for the Plan, Empower will, within a reasonable time after being notified of or discovering such error, notify the Plan Sponsor and describe the corrective option that Empower proposes to employ that is consistent with the Internal Revenue Service, Department of Labor, or other agency correction guidelines, where applicable, and Plan Sponsor shall review the proposed correction option. Unless the Plan Sponsor objects to such proposed correction and requests an alternate correction option within five (5) business days after receiving notice of Empower's suggested corrective option, the Plan Sponsor Directs Empower to promptly process the correction in accordance with the proposal, at Empower's expense. If Empower's proposed correction is consistent with Internal Revenue Service, Department of Labor, other agency correction guidelines, or other guidance, but the Plan Sponsor requests an alternate correction method resulting in expenses in excess of what Empower would have incurred under its proposed correction, the Plan Sponsor shall bear such additional expenses (including without limitation any attorney's fees, regulatory filing costs and additional net loss resulting from such method).

4.10.2 Trading Errors. If Empower does not accurately process a trade with the mutual fund company as Directed by the Plan Sponsor or as instructed by a Participant, then Empower will correct the share position at the mutual fund company as if the error had not occurred. In the event there are

multiple funds or related errors in one or more funds involved, Empower will net gains and losses across all funds involved in the associated error(s). If the Plan Sponsor utilizes the services of a third-party trustee and/or custodian ("**Third-Party Trustee**"), Empower shall in no event be required to perform any correction: (i) for a trading error that results from an error or omission by the Third-Party Trustee, (ii) to be performed under the terms of any service arrangements between the Plan Sponsor and such Third-Party Trustee (the "**Third-Party Trust Agreement**"), (iii) that falls within error tolerance ranges under the Third-Party Trust Agreement, or (iv) that otherwise would exceed any requirements for error correction by the Third-Party Trustee under the Third-Party Trust Agreement.

4.10.3 The parties acknowledge and agree that Empower will have no liability for an error caused by acts or omissions of the Plan Sponsor, Participants or any other third party.

4.10.4 Duty to Mitigate. The parties acknowledge and agree that the Plan Sponsor, the Plan Administrator and Participants each have a duty to mitigate any errors so as to minimize the expenses that may be incurred to correct such errors by promptly reviewing transaction confirmations, account statements and other Plan reports, as applicable, and providing notification of any error, providing timely approval of correction measures and taking such other reasonable steps as may be necessary (e.g., proactively transferring account holdings into the appropriate Investment Option).

4.10.5 Transactional Gain/Loss Compensation Policies for Error Correction. Empower may incur a gain or loss in the process of adjusting a Plan or Participant account to correct certain errors due to changes in the share/unit price of an Investment Option between the original transaction date and the correction date. The adjusted position of Plan and Participant accounts are not impacted by transactional gains or losses incurred by Empower to settle the Investment Option positions in the course of correcting the account. Empower will net any Investment Option pricing differences as part of the correction process. If a correction is made at Empower's expense, Empower, not the Plan or Participant, will incur any transactional loss and Empower will retain any transactional gain.

4.11 Account Protection. Empower, Plan Sponsor or the Participant will promptly notify the other parties if it discovers that an unauthorized distribution was made from the Participant's account. Empower will conduct an investigation and take any appropriate steps, which may include working with law enforcement, to determine the root cause of the unauthorized distribution. Plan Sponsor agrees to cooperate in any such investigation and will comply with reasonable requests for information. To the extent Empower offers Participants protection against account losses that result from unauthorized transactions, Empower will restore losses as of the date of the account loss once Empower has had sufficient time to conduct a preliminary investigation and attempt to ascertain the root cause. Such protection is not available if Plan Sponsor refuses or neglects to follow commercially reasonable security practices, as set forth in Section 5.1 of the Agreement, or if the loss resulted from a compromise of the systems or security protocols of Plan Sponsor or its third-party service providers (other than Empower).

4.12 Uncashed Checks. With respect to any checks issued from Plan assets during the term of the Agreement, Plan Sponsor Directs Empower to follow state unclaimed property regulations and escheat such assets to the Plan's or the Participant's state of residence based on Empower's records. However, Plan Sponsor may Direct Empower, in writing, to treat the Plan's uncashed checks in a different manner. Plan Sponsor is solely responsible for determining the appropriate handling of uncashed checks and any unclaimed property under the applicable federal and state laws including the determination and handling of amounts related to lost Participants.

5. PLAN INVESTMENT OPTIONS & FEES

5.1 Selection of Investment Options

5.1.1 The parties agree that the purchase and sale of securities for the Plan, except for employer stock and unaffiliated self-directed brokerage, will be effected through GWFS Equities, Inc., a broker/dealer affiliate of Empower.

5.1.2 In addition to the sole responsibility for the selection of the Investment Options to be made available under the Plan, Plan Sponsor will also Direct Empower to designate one of the Investment Options available to be the default investment, in which any contribution or other amount credited under the Plan for which neither the Participant nor the Plan Sponsor has provided Empower with investment directions in good order will be invested ("**Default Investment Fund**"). Plan Sponsor may designate a Default Investment Fund(s) for Participant contributions and also designate a second Default Investment Fund for employer contributions.

5.1.3 Plan Sponsor Directs Empower and its Affiliates, as applicable, to cause all dividends, capital gain distributions, interest or other earnings paid by an Investment Option under the Plan to be reinvested in such Investment Option unless Directed otherwise by the Plan Sponsor and agreed to by Empower.

5.2 Information Regarding Investment Options

Plan Sponsor Directs Empower to obtain, or cause its designee to obtain, all necessary information (including but not limited to valuation, performance, prospectuses and other investment information) regarding any Investment Option available under the Plan from any third parties representing such Investment Options ("**Investment Option Sponsor(s)**"). Plan Sponsor acknowledges that prospectuses for the Investment Options, as applicable, will be made available electronically through one or more websites maintained by Empower or its Affiliates. In the event an Investment Option Sponsor does not provide all necessary information and Empower agrees, Plan Sponsor will arrange to provide Empower or its designee, or cause Empower or its designee to be provided, the necessary information regarding said Investment Option. In no event will Empower be responsible for the accuracy of any such information provided to Empower or its designee regarding any Investment Option, and Empower or its designee will have no duty or obligation to question, confirm or independently verify any such information.

5.3 Investment Option Changes.

5.3.1 Plan Sponsor may replace the Investment Options at any time, subject to applicable notice requirements. Plan Sponsor will notify Empower in writing of any changes to such Investment Options or the Default Investment Fund(s), and the parties will agree upon a process for the transfer of assets and investment elections, if applicable, from prior Investment Options to new Investment Options.

5.3.2 The annual plan administration fees set forth in this Schedule are contingent on Plan Sponsor's use of the prior recordkeeper's SAGIC Investment Option. If Plan Sponsor elects to terminate or freeze the SAGIC Investment Option in accordance with the terms of its Investment Agreement for such product, Empower may adjust the annual plan administration fees as set forth in the pricing scenarios portion of Schedule A. If any Investment Option is terminated by the Investment Option Sponsor,

and Plan Sponsor wishes to replace the terminated option, Plan Sponsor agrees to replace the terminated option with an available fund from any fund company that currently has, or will enter into, a trading agreement with Empower.

6. ACH AUTOMATION AND PLAN MERGERS & ACQUISITIONS

6.1 ACH Automation. Plan Sponsor Directs Empower to accept a transfer of Plan records that reflects Participant ACH banking information as provided by the Plan Sponsor or by the Plan's prior service provider, without any further review and validation of the ACH information provided.

6.1.1 In Directing Empower to accept a transfer of existing Participant ACH banking information to its recordkeeping system, the Plan Sponsor certifies the following:

6.1.1.1 The Participant has previously authorized the Plan to process an ACH debit and/or credit of the Participant's account at the designated financial institution ("**Account**") in connection with all applicable Plan transactions and has authorized the designated financial institution, in the form of electronic fund transfer, to credit and/or debit the same to such Account.

6.1.1.2 The Participant has not revoked the ACH authorization for the Account prior to the transfer and the Plan shall treat the Participant's ACH authorization for the Account as remaining in effect until Empower receives a notice of cancellation from the Participant.

6.1.1.3 Plan Sponsor Directs Empower to administer all ACH transactions for all Plan purposes under the terms of Empower's separate ACH Agreement, which the Plan Sponsor has adopted as the Plan's terms and conditions governing all applicable ACH transactions processed on the Empower platform.

7. RECORDKEEPING AND ADMINISTRATION SERVICES & FEES

7.1 Enrollment

7.1.1 Enrollment. Based on information provided by the Plan Sponsor or its designee, Empower will enroll Participants in the Plan in a manner mutually agreed upon by the parties.

7.1.2 Eligibility Determination. Plan Sponsor Directs Empower to determine employee eligibility as Directed by the Plan Sponsor and through Plan Sponsor provided information and criteria. Empower shall also communicate details of the enrollment process to eligible Participants. Plan Sponsor agrees to notify Empower at least thirty (30) calendar days prior to any change in the Plan's eligibility requirements. Empower may discontinue this service if the Plan's new eligibility requirements are incompatible with Empower's recordkeeping system requirements.

7.1.3 Online Enrollment. Plan Sponsor Directs Empower to allow online enrollment. Once the Payroll Data Interchange ("**PDI**") file is transmitted, Plan Sponsor Directs Empower to communicate details of the enrollment process to eligible Participants allowing enrollment in the Plan through the website or the voice response unit ("**VRU**").

7.2 Vesting Services. Plan Sponsor will provide Empower with up-to-date full-service vesting information electronically and ongoing Participant information as needed for the purpose of performing vesting services. Plan Sponsor Directs Empower to:(i) maintain each Participant's vesting percentage on

Empower's recordkeeping system; (ii) calculate and process withdrawals and/or loans according to the vested percentage; and (iii) display the Participant's vested account balance on the quarterly statements.

7.3 Deferral Processing. If Plan Sponsor provides Empower at implementation with an electronic employee data feed of all the Participant deferral amounts/percentages or full PDI file, Plan Sponsor hereby Directs and authorizes Empower to allow Participants to update their deferral elections via the website and VRU. Empower will forward updated deferral information to Plan Sponsor according to the schedule elected by Plan Sponsor.

7.4 Receipt and Investment of Contributions. Empower will credit contributions for allocation to Participant accounts in accordance with Direction from the Plan Sponsor and as set forth below. Empower will allocate or otherwise apply forfeitures under the Plan accounts, if any, as Directed by the Plan Sponsor. Empower will pass Directions to invest such contributions, and to execute appropriate transactions related to forfeitures, to the Plan trustee or custodian in accordance with investment Directions of the Plan Sponsor.

7.4.1 Timing Requirements for Contributions Funded via ACH, Check or Wire. Contributions received by Empower in good order prior to the close of any Business Day will be processed effective that Business Day, at that Business Day's net asset / unit values. Contributions not received by Empower prior to the close of Business Day will be processed effective the next Business Day.

7.5 Investment Transfers of Existing Assets. Empower or its designee will process investment transfers or exchanges, as applicable, received in good order subject to any conditions and/or limitations imposed by the available Investment Options under the Plan or Investment Option Sponsors. Empower will pass to the Plan trustee or custodian, as applicable, Directions to execute or record as appropriate the corresponding transactions involving the assets of the Plan's trust. Requests for Participant-initiated transfers between Investment Options will be processed if the request is received by Empower in good order prior to market close on a Business Day. Any transfer request not received by Empower during a Business Day will be processed the next Business Day, or such earlier time as may be required in order to comply with applicable law.

7.6 Plan Loans. Empower will administer Participant account reduction loans repaid by payroll deduction pursuant to the Plan's loan policy, as amended from time to time. Loan requests may be initiated through the VRU or Participant website or submitted on approved Plan administrative forms with Plan Sponsor signature authorization.

7.7 Distributions.

7.7.1 Empower will make payments to Participants pursuant to a Participant's request and Plan Sponsor's Direction received in good order and will debit Participant accounts accordingly.

7.7.2 Plan Sponsor agrees to provide a signature authorization for all distribution requests allowed under the Plan, including but not limited to distributions, alternate payee distributions and beneficiary distributions. Empower reserves the right to charge an additional fee for services related to distributions to non-resident aliens and other distributions outside the ordinary course of plan administration.

7.7.3 Tax Withholding and Reporting of Distributions

7.7.3.1 Responsibility for Withholding and Reporting. Plan Sponsor appoints Empower or its designee as its agent to perform income tax withholding and reporting for all distributions Empower processes and to collect and remit state documentary stamp or similar taxes on all loans Empower processes, to the extent applicable. Plan Sponsor agrees to provide all information needed by Empower to perform these services. Empower or its designee shall deposit the income tax withheld with the Internal Revenue Service (“IRS”) and other appropriate governmental entities, as applicable, on or before the applicable due dates for such remittances. Empower will complete necessary tax reporting forms for distributions it processes, file the tax reporting forms with the IRS or other governmental authority, as applicable, and send copies to the distributee. Distributions to a person subject to reporting and withholding rules that differ from those applicable to United States residents will be subject to withholding applicable to non-resident aliens unless otherwise Directed by the Plan Sponsor.

7.7.3.2 Withholding and Reporting for Plan Sponsor Initiated Distributions and Rollovers. With respect to Plan Sponsor-initiated distributions or rollovers from the Plan, Plan Sponsor Directs Empower to rely upon the information on Empower’s recordkeeping system for purposes of tax reporting and withholding, and to treat payees with U.S. addresses as U.S. persons and payees with foreign addresses as foreign persons. Plan Sponsor certifies that such information is accurate and compliant with the Foreign Account Tax Compliance Act (“FATCA”) and the Code, and that required documentation supporting such information has been collected by Plan Sponsor.

7.8 Code Section 402(f) Notice. Empower shall provide Participants with the IRS model notice, as amended from time to time, pursuant to Code Section 402(f).

7.9 Distribution Education Services. Empower or its Affiliates will make retirement consultants available to Participants to provide distribution education services and may contact Participants who are eligible to receive distributions from the Plan to provide information regarding distribution options under the Plan including rollover services and products offered by Empower.

8. PAYMENT OF FEES & FEE CHANGES

8.1 General Requirements. This Section 8 describes certain services under which Empower will process Participant requests without obtaining Plan Sponsor signature or other further approval. In doing so, Empower will not exercise any fiduciary authority or make any discretionary determinations. Rather, this Section 8 will act as Direction by Plan Sponsor for Empower to process all Participant requests that meet the stated criteria. In order to receive the signatureless services detailed in this Section 8 Plan Sponsor must utilize the Plan Service Center (“PSC”) and must provide all necessary information in a PDI file. Plan Sponsor must also provide any additional information or Direction as required by, and in a form acceptable to, Empower. In addition, in most cases, Empower must be the sole recordkeeper for the Plan. If at any time Plan Sponsor does not meet these general requirements, or does not meet the specific requirements of any service described in this Section 8, Empower shall not be responsible to continue to provide such service.

8.2 Required Minimum Distributions (“RMDs”). The Plan Sponsor Directs Empower to provide a notice to Participants who, based on the Plan records reflected on Empower’s recordkeeping platform, are RMD eligible. If the Participant does not timely provide an election for the RMD as described in the notice, the Plan Sponsor acknowledges and agrees that it must provide timely Direction to Empower

with respect to processing any RMD payments prior to the regulatory deadline. Empower will process RMDs upon receipt of a Participant or Plan Sponsor request in good order.

8.3 Payment of Fees. All fees not paid by Participants must be paid within thirty (30) calendar days of Empower's invoice to the Plan Sponsor unless another arrangement has been pre-approved by Empower in writing. In the event any charges or fees reasonably and properly chargeable under the terms of the Agreement, including this Schedule or other applicable documents signed by the Plan Sponsor remain unpaid sixty (60) calendar days after the date billed, Plan Sponsor Directs Empower to deduct such expense charges from the Plan and Plan Sponsor affirms that the Plan document specifically allows such deduction from the Plan. To the extent that the forfeiture or other Plan accounts would not pay Plan expenses under the Plan document or the Plan accounts are insufficient, Plan Sponsor Directs Empower to allocate such fees to the Participant accounts, and to the investment choices in which the Participant accounts are invested, on a pro rata basis using Participant account and investment option balance ratios as of the date of deduction. Plan Sponsor agrees to amend the Plan, if necessary, to provide for the payment of expenses from Plan assets consistent with the foregoing.

8.4 Fee Changes. Empower may adjust the fees, other than the Annual Plan Administration Fee, set forth in this Agreement upon the earlier of (i) sixty (60) calendar days' written notice to Plan Sponsor or (ii) mutual agreement by the parties.

9. ACCESS TO RECORDKEEPING SYSTEM & SERVICE REPRESENTATIVES

9.1 Automated Voice Response System. Participants will have access to an automated voice response system via a toll and toll-free number to inquire or make account changes from a touch-tone telephone. Inquiry services available from the automated voice response system will utilize share prices, unit values and account balances that are as of the last calculated unit value/share price. The automated voice response system will be available twenty-four (24) hours a day, seven (7) days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

9.2 Participant Service Representatives. Participant service representatives will be available via a toll-free telephone call to Empower to answer Participant questions and process applicable transactions each Business Day between the hours of 8:00 am and 10:00 pm Eastern Time and on Saturdays between 9:00 am and 5:30 pm Eastern Time.

9.3 Plan Sponsor Access to Recordkeeping System. Plan Sponsor may interface with Empower's recordkeeping system online via Empower's Plan Sponsor website to inquire or make changes while administering the Plan. Upon request, Empower representatives will be made available to assist and train employees of Plan Sponsor in properly accessing and processing transactions on the Empower's Plan Sponsor website. Empower's Plan Sponsor website will be available consistent with the availability of the automated VRU.

9.4 Participant Website

9.4.1 Website Use. Empower will, as part of the Services, host, maintain and make certain information available to Plan Sponsor and Participants on a website or websites (the “**Website Services**”). Plan Sponsor will not use or permit any use of the Website Services (i) in any unlawful or illegal manner; (ii) in any way that could impair the Website Services or any other party's use thereof; or (iii) to distribute, sell, resell, license or transfer any of Plan Sponsor's rights to access or use the Website Services or make the Website Services available to any third party. Any user credentials, including user identification and passwords, established by Plan Sponsor and its delegates or any Participant (each a “**User ID**”) is issued to a specific user and may not be shared or used by any individual other than that user. Plan Sponsor will be responsible for the compliance by its users with the applicable terms of this Section. Empower may terminate the User ID, or portions thereof, for any user involved in a breach of this Section. Plan Sponsor acknowledges that transmissions through the internet are inherently unsecure, that virus protection software, firewalls and other security measures are not foolproof, and that the Website Services and their content are not invulnerable to fraud or hacking. In addition, Plan Sponsor acknowledges that Empower shall from time to time perform scheduled or emergency repairs, maintenance, and disaster recovery testing on the websites, and that such activity, or other circumstances beyond Empower's reasonable control, may cause the Website Services to be unavailable or delayed. Plan Sponsor agrees that Empower shall not be liable for any such delays or downtime in the Website Services, or for any virus or malicious access to the Website Services by third parties, provided that Empower has implemented and maintained security features with respect to the Website Services that are consistent with the Agreement and commercially reasonable industry standards.

9.4.2 Access to Participant Website. Participants will have access to a mobile responsive website to inquire or make certain account changes via the internet. In addition, Participants can download a complimentary Android app and an iOS phone, iPad and Apple Watch app. The Android and Apple Watch apps currently support inquiry-only capabilities while the iOS phone / iPad app supports both inquiry and certain change capabilities. All such apps will be subject to the terms of the Agreement, as related to privacy and data security.

9.4.3 Website Availability. The website will be available twenty-four (24) hours a day, seven (7) days a week, except for routine maintenance of the system which, when necessary, will generally take place on Sunday between the hours of 2:01 am and 2:01 pm Eastern Time. However, the system may also be limited or unavailable during periods of peak demand, market volatility, systems upgrades, or maintenance, or for other reasons.

9.4.4 Enhancements. Empower may periodically update or add new content, features, services, tools or other functionality to the Participant website or other Empower Software as part of its ongoing enhancement of the Services offered to Plan Sponsor or its Participants. Such additions will be offered at no additional cost unless expressly agreed by Plan Sponsor or Participants (as applicable).

10. PARTICIPANT COMMUNICATION AND EDUCATION

10.1 Participant Education. Empower will provide support for employee enrollment and education meetings, and will provide employee education and communications materials, including education and planning tools through the internet:

10.1.1 Empower will provide educational or enrollment meetings as Directed by Plan Sponsor for a fee of \$500.00 per day. The first seven (7) calendar days per year of such meetings will be provided at no charge.

10.2 Financial Wellness. Empower will provide employee plan and investment education and communications materials, including education and planning tools.

10.2.1 Empower Participant Experience. With certain exceptions, Empower provides Participants with an estimated hypothetical monthly retirement income and goal based on a number of factors including the Participant's Plan assets, Plan contribution rates and compensation data on the Participant website.

10.2.2 Health Cost Estimator. With certain exceptions, Empower will provide Participants access to Empower's Health Cost Estimator (as defined below) on the Participant website. Health Cost Estimator provides Participants with estimated monthly health care expenses based on retirement age and certain personal health condition information provided to Empower by Participants ("Health Cost Estimator"). All health care costs and projections are provided by an unrelated third-party vendor. Plan Sponsor agrees that the Health Insurance Portability and Accountability Act of 1996 does not apply to any personal health condition information provided to Empower by Participants. Plan Sponsor also acknowledges that such health condition information is owned by the Participant and not the Plan Sponsor and that Empower will not disclose any health condition information provided to Empower by Participants to Plan Sponsor without the Participant's consent. Empower agrees that, except as provided in the preceding sentence, it will otherwise treat such health condition information as Personal Data in accordance with Section 4 Confidentiality of the Agreement. Plan Sponsor further agrees not to use any information it obtains through Health Cost Estimator other than for Plan purposes, contribution rates and compensation data.

10.2.3 Personalized Participant Communications. Upon mutual agreement by the parties, Empower will send certain action-oriented Participant education communications according to a Participant's behavior, preferences, and information. Messaging will include: (i) information about the tools and services available in the Plan and what actions a Participant may take to build individual savings, and will address topics such as enrollment, beneficiary designation, contribution increases, asset allocation, catch-up contributions and more; (ii) general financial topics that a Participant may find helpful while striving to reach financial and savings goals, and will include budgeting, debt management, investing basics, emergency funds, National Retirement Security Week and more; (iii) the opportunity to view additional options available that may provide a Participant with a more comprehensive savings strategy, and will include information about healthcare savings accounts, estate planning, college saving and more. A Participant must have an email address on file with Empower in order to receive such communications via email. The Participant can opt out of receiving these emails at any time as required by applicable law.

10.3 Financial Wellness Services. Empower's financial wellness program provides Participants with tools and services to review overall financial wellness including tools that allow Participants to complete a personalized online assessment, the output of which provides the user with ideas on the next steps they can take to address financial concerns they identified when completing the assessment and educational resources to learn more about financial topics of interest, including a learning center with educational content on certain financial wellness topics. Empower or its affiliates may make retirement education consultants available to Participants to provide financial wellness consultations and may contact Participants to offer financial wellness consultations. Consultations involve topics such as (but not limited

to): budgeting, saving, student debt, debt prioritization, life insurance, managing investments and consolidating assets. Empower's financial wellness tools, services and consultations may include information on financial products and services made available by Empower or third-party providers. Participants may pay fees if they choose certain products. Empower may receive fees and other payments from the products selected by Participants. More information on the applicable financial wellness products and the fees and payments that may be received by Empower is available upon request.

Neither Empower nor its Affiliates will promote, recommend, endorse, market or solicit Participants or their beneficiaries to purchase any financial product or service other than the products and services that are provided through the Plans (a "Non-Plan Product or Non-Plan Service") except as specifically provided under this Agreement. Neither Empower nor its Affiliates shall use information obtained through the course of providing recordkeeping services to the Plans to market or sell a Non-Plan Product or Non-Plan Service to Participants and Empower and its Affiliates may only use such information in strict performance of their obligations under this Agreement and in no other manner. Notwithstanding the foregoing, Empower may offer or sell Empower products and services to Participants as requested or consented to by a Participant or beneficiary.

10.4 Participant Fiduciary Services Empower may offer investment advice and provide recommendations as a fiduciary under applicable law to Participants on certain Plan transactions, such as point-in-time investment advice on designated investment alternatives, investment advisory services available under the Plan, and recommendations on distribution and rollover options, which may include services and products offered by Empower and its Affiliates. When Empower acts as a fiduciary, it will do so in the best interest of the Participants. Empower will provide such fiduciary services pursuant to applicable law.

11. REPORTING SERVICES

11.1 Participant Reporting. Empower will provide Participants a confirmation for transactions involving investment allocations, investment transfers, contribution rates, change of address, rollover contributions, and rebalance activity. Empower will also make available to each Participant account information on at least a quarterly basis, including beginning and ending balances, all contributions and transactions processed, interest credited or change in value, fees and withdrawals deducted, transfers processed and performance data on Investment Options held by the Plan to the extent such data is provided by the Investment Option Sponsor, personal rate of return on investments, account balance translated into an estimated monthly income amount, and balance in the SDB, as applicable. Participants' statements shall be distributed in accordance with Section 4.8 of this Schedule, Electronic Delivery. Statements will be available within fifteen (15) Business Days after receipt of final information in good order from third party sources.

11.2 Participant Fee Disclosure Services. Empower agrees to create a Participant fee disclosure, based on the U.S. Department of Labor's Model Comparative Chart, to assist the Plan Administrator with meeting its obligations under 29 CFR §2550.404a-5 (also known as the Participant fee disclosure regulation) for the Plan Sponsor's review and approval. Empower will distribute the fee disclosure document to Participants in accordance with Section 4.8 of this Schedule, Electronic Delivery.

11.3 Plan Sponsor Reporting. Empower will provide an Employer Plan Summary Report to Plan Sponsor, summarizing Plan-level assets and Participant account balances, within thirty (30) Business Days after each calendar quarter end ("**Employer Plan Summary Report**"). The following Plan information

will be addressed in the Employer Plan Summary Report: (i) summary of Plan transactions and assets; (ii) summary of contributions processed; (iii) withdrawals; (iv) annuities purchased, if applicable; (v) periodic payments; (vi) Investment Option grand totals – summarizes both dollars and units/shares and Plan activity; (vii) Investment Option totals by money type – summarizes both dollars and units/shares and money type activity; (viii) Participant summary – a report of account activity for each Participant.

12. TRANSITION ASSISTANCE SERVICES

12.1 Transition Services. Empower agrees to support the transition of recordkeeping and administrative services (“**Transition Services**”) to a successor service provider subject to the terms and conditions of the Agreement. Empower shall provide the following Transition Services prior to the Service End Date (as defined below) of the Agreement.

12.2 Planning. Participate in conference calls and in-person meetings, as needed, with Plan Sponsor and the successor service provider to designate the transfer team, define communication channels, discuss the transfer process and define expectations, responsibilities, and applicable deadlines. Empower will designate a transition Project Manager to lead and be the contact person for the transition effort. In the event Plan Sponsor requests that the Project Manager or other deconversion team member attend a transition services meeting in person at a site other than Empower’s office location, Empower’s fees for time and travel for such in-person meetings are \$1,500.00 per day, per person.

12.3 Data Layouts. Provide the successor service provider with data layouts for Participants and Plan data residing on Empower administration systems, including but not limited to data layouts for paper statement indicators, rebalance frequency elections, ACH indicators, outstanding loan terms and payment amounts, powers of attorney on file, and dividend pass-through elections. The data layouts will correspond to Empower standard file formats.

12.4 Plan Materials. Upon termination, Empower shall provide the successor service provider with copies of all Plan summaries, individual Participant statements (upon request) and other forms, reports, or web content; provided, however, Empower will provide such Plan materials only to the extent designed specifically for the Plan and not deemed by Empower to be proprietary. In addition, Plan Sponsor agrees, and will require any third party to whom Plan Sponsor provides the materials to agree, to maintain the confidentiality of all Empower materials and information, including but not limited to web content, communications material, and information on Empower’s Plan Sponsor Website.

12.5 “Test” Data Transfer Files. Provide the successor service provider with two (2) full volume test extract data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

12.6 “Refresher” Data Transfer Files. Provide the successor service provider with one (1) full volume test extract refresher data transfer files for the Plan. Such files will be provided at a time mutually agreed upon by the parties. Control totals and standard Empower reports will accompany the files.

12.7 “Live” Data Transfer Files. Provide the successor service provider with one (1) full live data transfer file to the successor service provider in Empower standard file format for the Participant and Plan data residing on Empower administration systems as of a date mutually agreed upon by the parties. The live data file will be in the same format as the test data file or in the test data file format. Control totals and standard Empower reports will accompany the live data transfer file.

12.8 Questions about Data on Transfer Files. Provide up to twenty-five (25) aggregate hours of Empower's time to answer questions about system data provided by Empower on the test data transfer files, the refresher data transfer files and the live data transfer file. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of twenty-five (25) hours.

12.9 Answering Questions. Provide up to twenty-five (25) aggregate hours of Empower's time responding to questions about Plan administrative practices and communication materials used by Empower in servicing the Plan. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of twenty-five (25) hours.

12.10 Final Participant Valuation. Send to the successor service provider, at a mutually agreed upon date, reports of all historical files, documents and records necessary for the continuing administration and recordkeeping of the Plan in electronic form (where available) and/or paper form ("**Final Participant Valuation**"). As of the Service End Date, the Final Participant Valuation includes: (i) Current Participant indicative and financial data; (ii) Participant level reports; (iii) Plan level totals; (iv) Investment valuation statement; (v) Employee loan status report; (vi) Loan summary report; (vii) Deemed loan report; (viii) Highest outstanding loan balance report; (ix) MRD report; (x) Installment tax withholding report; (xii) On-line beneficiary data, if maintained by Empower; and (xiii) Scanned beneficiary forms, if maintained by Empower. Notwithstanding the foregoing, the parties acknowledge that the reports and information identified as Final Participant Valuation are subject to change based upon changes in plan administration and/or system requirements. Plan Sponsor acknowledges that at the mutually agreed upon date, Empower will provide only those reports applicable to the Plan and currently available from Empower's recordkeeping system.

12.11 Open Participant Case Records. Send open case records at a mutually agreed upon date, or Service End Date, if later, to Plan Sponsor or to successor service provider at Plan Sponsor's Direction.

12.12 Year-end Processing. For Services that conclude as of December 31 for a calendar year plan or the end of the Plan's fiscal year, as applicable, perform any compliance testing, government filings, or other reporting required as of that year-end. For Services that conclude as of any date other than December 31, perform any government filings for completed Services (e.g., Forms 1099-R for Participant distributions) and provide to Plan Sponsor the same year-end reports and information otherwise provided for a calendar or fiscal year, as applicable, but only reflecting the portion of the calendar or fiscal year, as applicable, for which Services were provided.

12.13 Fees Related to Transition Services. In the event Plan Sponsor requests Empower to provide additional or extraordinary Transition Services (beyond those described in items 12.1 through 12.12 above) including, but not limited to, change in data layout, change of data elements in standard layouts, number of data transfer files, or services beyond Service End Date, Empower reserves the right to charge the Plan or Plan Sponsor, as Directed by the Plan Sponsor, for additional or extraordinary Transition Services at then-current hourly rates. Empower shall receive payment for services rendered within thirty (30) calendar days of invoice delivery. In the event payment is not received within the stated timeframe all Transition Services will cease until such time payment is received.

12.14 Transition Services after Service End Date. In addition to the foregoing, Empower agrees to provide the following Transition Services for one hundred and twenty (120) calendar days following the Agreement's termination effective date ("**Service End Date**").

12.14.1 Provide up to twenty (20) hours of Empower's time responding to questions from the Plan Sponsor or its auditor. Empower will charge the Plan or Plan Sponsor at then-current hourly rates for time spent in excess of twenty (20) hours.

To the extent information and/or reporting is readily available from Empower's systems, Empower agrees to provide to the successor service provider the following Transition Services for up to one hundred and ten (110) requests per month: (i) loan repayment information; (ii) Participant account balances as of specific dates; (iii) Participant account earnings and/or dividends for specific time periods; (iv) distribution history information; (v) reporting or respond to other Participant account history information requests; (vi) Participant account history information (excluding QDRO related information); (vii) Participant Statements; (viii) Duplicate Forms 1099-R; (ix) Provide QDRO related account history; (x) Respond to questions regarding Plan specific processes, Empower reserves the right to charge a per-request fee up to \$500.00 if the number of requests exceeds one hundred and ten (110) in any given month as mutually agreed upon by each party.

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Schedule A: Fees

Part 1 – Plan and Transactional Fees.

<u>Item</u>	<u>Fee</u>
Distribution administration fee (charged to the Participant)	
Participant Address Search	
Enhanced search services (charged to the Participant) (upon request by Plan Sponsor)	
Loan Fees (charged to the Participant)	
Express Delivery Fees. Empower will assess an additional fee upon a Participant's request for express delivery (charged to the Participant)	
ACH Special Handling Fee. Empower will assess an ACH fee special handling fee upon a Participant's request for a disbursement via ACH (charged to the Participant).	
Reprocessing Fee. If Plan Sponsor provides incorrect or incomplete information or provides data in an unusable electronic or hard copy paper format, Empower will assess a fee to reprocess or put the data into a useable format. (Submission of data in a hard copy format will be considered a request to provide this service; this includes submission of Participant account takeover data).	
Additional Plan Work. Empower may, at its discretion, provide additional plan work at the Plan Sponsor's request, which will be charged to the Plan Sponsor at Empower's then current hourly rate.	
Plan Document Preparation	

Plan Amendment – Regulatory Requirements	[REDACTED]
Plan Amendment – Plan Sponsor Requested	[REDACTED]
Fee to prepare a Plan restatement as required under IRS regulations or other applicable law.	[REDACTED]
Plan Set-up/Installation	[REDACTED]
Custom (ad-hoc) plan reporting	[REDACTED]
Payroll Integration	[REDACTED]
Participant Notices	[REDACTED]
Participant Education Meetings	[REDACTED]
Education Campaigns	[REDACTED]
Termination Fee	[REDACTED]
Plan Mergers	[REDACTED]
Investment Changes (adding/deleting options)	[REDACTED]
1099R Forms	[REDACTED]
In-service distributions (check, ACH and wire request)	[REDACTED]
Hardship Withdrawals (check, ACH and wire request)	[REDACTED]

Required Minimum Distributions	
Annuity/Periodic Payments	
QDRO Determination	
QDRO Processing	
Self-Directed Brokerage Account (if applicable)	

* Transaction fees reflect current rates as of the effective date of this Agreement and may be adjusted from time to time to reflect cost increases.

Part 2 – Basic Plan Administration Fee.

The Basic Plan Administration Fee will be charged to Plan Sponsor in quarterly increments. This fee is used, in whole or in part, for administrative services provided by Empower as described in this Schedule. In addition, some or all of the fee (or any other compensation, revenue, asset or source of funding available to Empower, in Empower's sole discretion) may be used by Empower to make payments to the Plan under a Plan Expense Account or similar arrangement, if applicable, between the Plan Sponsor and Empower. All Services set forth in this Schedule are included in the Basic Plan Administration Fee unless an additional fee is otherwise noted herein. In the event that the Plan Sponsor requests different or additional Services, the parties shall meet to discuss relevant Empower capabilities and any additional fees that may apply.

On the Effective Date, the Basic Plan Administration Fee will be as stated below for Scenario One using the lower fee option. Upon ninety (90) calendar days prior notice, Plan Sponsor may change the Basic Plan Administration Fee arrangement to any of the other Scenarios.

Scenario One: SAGIC Fund Remains

"ppt" = per Participant

Annual Fee for Years 1-5 (Initial Term)					
	Year 1	Year 2	Year 3	Year 4	Year 5
SAGIC remains sole stable value fund in plans.					
Annual Fee for Years 6-10 (Renewal Term)					
	Year 6	Year 7	Year 8	Year 9	Year 10
SAGIC remains sole stable value fund in plans.					

Scenario Two: Open Architecture

Annual Fee for Years 1-5 (Initial Term)					
	Year 1	Year 2	Year 3	Year 4	Year 5
SAGIC assets moved to a Third-Party product. Citizens pays SAGIC MVA.	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████
Annual Fee for Years 6-10 (Renewal Term)					
	Year 6	Year 7	Year 8	Year 9	Year 10
SAGIC assets moved to a Third-Party product. Citizens pays SAGIC MVA.	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████

Scenario Three: SAGIC Fund is "Walled Off"

Annual Fee for Years 1-5 (Initial Term)					
	Year 1	Year 2	Year 3	Year 4	Year 5
SAGIC fund is "walled off" so that new contributions/transfers go into third-party product. No SAGIC MVA is owed.	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████
Annual Fee for Years 6-10 (Renewal Term)					
	Year 6	Year 7	Year 8	Year 9	Year 10
SAGIC fund is "walled off" so that new contributions/transfers go into third-party product. No SAGIC MVA is owed.	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████	██████████ ██ ██████████ ██████████

Scenario Four: Open Architecture


Annual Fee for Years 1-5 (Initial Term)					
	Year 1	Year 2	Year 3	Year 4	Year 5

Assume No SAGIC MVA is owed, and Citizens permits Vendor to offer Managed Account Services on an Opt-In basis.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Annual Fee for Years 6-10 (Renewal Term)					
	Year 6	Year 7	Year 8	Year 9	Year 10
Assume No SAGIC MVA is owed, and Citizens permits Vendor to offer Managed Account Services on an Opt-In basis.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**The higher fee will apply if Plan Sponsor elects to have the \$50.00 distribution administration fee (described above) reduced to \$0.00.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS RECORDKEEPING AND FEE SCHEDULE TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED OFFICERS AS OF THE EFFECTIVE DATE.

Empower Retirement, LLC

DocuSigned by:



Signature
Daniel A. Morrison

Printed Name
Senior Vice President

Title
4/5/2023

Date Signed

Plan Sponsor: Citizens Property Insurance Corporation


DocuSigned by:


Signature (1)
Violet Bloom

Printed Name
Chief of Human Resources Officer

Title
3/28/2023

Date Signed

DocuSigned by:


Signature (2)
Kelly Booten

Printed Name
Chief Operating Officer

Title
3/28/2023

Date Signed

EXHIBIT 5

PLAN SPONSOR SPECIFIC TERMS AND CONDITIONS ADDENDUM

1. Service Warranties and Standards.

- 1.1 General Warranty. Empower warrants that the Services will be performed and delivered in a professional, first-class manner and in accordance with (i) the Agreement, (ii) all applicable laws, ordinances, rules, and regulations governing Empower's performance, (iii) the standards prevailing in the retirement plan administration industry, and (iv) the representations made in Empower's 20-page response dated July 6, 2022 to Attachment E - Questionnaire for ITN No. 22-0010, and Empower's three (3)-page response dated October 12, 2022 to Citizens' Request for Best and Final Offer for ITN No. 22-0010.
- 1.2 Ability to Perform. As of the Effective Date, Empower warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Empower's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Empower shall immediately notify Plan Sponsor Contract Administrator of any change in circumstances that would in any way diminish Empower's ability to perform the Services or satisfy its contractual obligations. In any case where Plan Sponsor is concerned with Empower's ability or willingness to perform this Agreement is in jeopardy, Empower acknowledges and agrees that, upon Plan Sponsor's request, Empower shall timely provide Plan Sponsor with all reasonable assurances requested by Plan Sponsor to demonstrate that Empower will continue to be able and willing to perform this Agreement.
- 1.3 Service Level Standards.
 - 1.3.1 Description. In addition to all other requirements in this Agreement, Empower shall use reasonable and good faith efforts to meet the following Service Level Standard.
 - 1.3.2 In the event Empower does not meet the performance standards listed below, Empower will be given an opportunity to cure such failure. If Empower fails to meet the performance standard in the subsequent quarter, Empower agrees to forfeit revenue for each performance standard not met pursuant to the "Fees at Risk" column below. In no event, however, shall the total amount forfeited by Empower in any given calendar year exceed: 1) 10% of Empower's annualized per Participant/Recordholder fees determined as of the beginning of each calendar year; and 2) 2.50% of Empower's annualized per Participant/Recordholder fees determined as of the end of each calendar quarter based upon the number of Participants/Recordholders with a balance in the Plan as of the last day in any given quarter. The amount of Empower annualized per Participant/Recordholder fees shall equal the number of Participants/Recordholders with a balance in the Plan as of each December 31 multiplied by the Plan's annual per Participant/Recordholder fee.

Service	Service Level Standard	Service Credit
Automated Phone Line/Participant and Plan Sponsor Website availability	[REDACTED]	[REDACTED]
Participant Services Phone Availability and Response Time	[REDACTED]	[REDACTED]
Quarterly Statement Delivery to Participants	[REDACTED]	[REDACTED]
Fund Balance Transfers	[REDACTED]	[REDACTED]
Investment Election Requests	[REDACTED]	[REDACTED]
Contributions	[REDACTED]	[REDACTED]

1.3.3 Reports. On a quarterly basis, Empower shall provide reports to Plan Sponsor describing the performance of the Services as compared to the Service Level Standards.

1.3.4 Failure to Meet Service Level Standards. If Empower does not meet a Service Level Standard, Empower shall issue the applicable Service Credits as agreed upon herein. The Service Credits will be issued on Empower's next invoice to Plan Sponsor for the Services. The Service

Credits are intended only to cover the diminished value of a Service that is delivered to Plan Sponsor. The acceptance of a Service Credit does not waive Plan Sponsor's right to pursue other remedial actions or claims under this Agreement. To the extent the underlying acts or omissions constitute an event of default under another section of this Agreement, Plan Sponsor may declare an event of default under that section. Notwithstanding the issuance of a Service Credit, Empower will use its best efforts to minimize the impact or duration of any outage, interruption or degradation of Service. In no case shall Plan Sponsor be required to notify Empower that a Service Credit is due as a condition of payment of the same.

- 1.3.5 Temporary Suspension of Service Level Standards. Empower will be excused for failing to meet any Service Level Standard if and to the extent such failure is excused under the Force Majeure provisions of this Agreement. Empower shall advise Plan Sponsor in writing as soon as possible of any circumstance or occurrence which would excuse or affect Empower's ability to achieve any of the Service Level Standards. In all such cases, Empower will continue to make all reasonable efforts to achieve the Service Level Standards. Suspension of a Service Level Standard shall not excuse Empower from accumulating data relevant to that Service Level Standard and reporting such data to Plan Sponsor as part of the reports required herein.

2. Corrective Action Plans. Whenever Citizens identifies a material deficiency in Empower's performance of this Agreement, Citizens may require Empower to (i) perform a cause analysis to identify the cause(s) of the deficiency, (ii) work with Citizens to develop a written plan detailing the steps it will take to correct such deficiency, and (iii) implement the plan in a prompt and effective manner.
3. Deliverables. Each deliverable specified in this Agreement must be delivered by Empower to Plan Sponsor in the time and manner so specified. One (1) critical deliverable is the **Employer Plan Summary Report** for each Plan, which is due no later than thirty (30) calendar days following the end of the reporting quarter. This report will be provided to the Citizens Retirement Plan Committee and posted on Citizens' public website for viewing.
4. Compensation.
- 4.1 Maximum Compensation and Budget Requirement. Plan Sponsor's obligation to pay Empower for all Services accepted and reimbursable expenses under this Agreement shall not exceed a total dollar amount of [REDACTED]. If the required funding is not budgeted for in any given year, participants accounts would then be debited the amount owed. The capped dollar amount is limited to the Basic Plan Administration Fee (recordkeeping fee) only and does not apply to any other fees chargeable to Participants under the Agreement.
- 4.2 Invoices. Empower must timely submit all requests for compensation for Services or expenses, where permitted, in sufficient detail for a pre- or post-audit. The

compensation request must include a unique invoice number, be in US dollars, legible, page-numbered, signed, and dated. Empower shall submit the original invoice to Plan Sponsor's Contract Manager or designee as identified in Section 6.2. Contract Managers. All late payment inquiries must be submitted to the attention of Plan Sponsor's Accounts Payable department at AccountsPayable@Citizensfla.com or Post Office Box 10749, Tallahassee, Florida 32302-2749 and must include, at a minimum, the following: (i) purchase order number/Agreement number/task order number, if applicable; (ii) Empower's name, address, phone number (and remittance address, if different); (iii) Empower's Federal Employment Identification Number; (iv) Plan Sponsor's Contract Manager's name; (v) invoice date; (vi) Services period; (vii) taxes listed separately, if applicable; and, (viii) itemized Services for which compensation is being sought.

5. **Insurance.** Upon request, Empower will provide to Plan Sponsor evidence of all insurance policies covering the services provided to Plan Sponsor or Participants under this Agreement.

6. **Contract Administration.**

6.1. **Contract Administrator.** Plan Sponsor shall name a Contract Administrator during the term of this Agreement whose responsibility shall be to maintain this Agreement. Except for written notices not otherwise specifically required herein to be delivered to the Plan Sponsor's Contract Manager or designee, all written notices shall be delivered to the Contract Administrator in addition to the Plan Sponsor Contract Manager named below. As of the Effective Date, the Contract Administrator is:

Lori Newman, Vendor Management and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Lori.Newman@Citizensfla.com

Plan Sponsor shall provide written notice to Empower of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

6.2 **Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Plan Sponsor's and Empower's Contract Managers are:

Plan Sponsor's Contract Manager
Merrio Tornillo
Citizens Property Insurance Corporation
2101 Maryland Circle
Tallahassee, FL 32303
850-513-3895
merrio.tornillo@Citizensfla.com

Empower's Contract Manager
Joe Ferguson
Empower
8525 E. Orchard Rd.
Greenwood Village, CO 80111
303-737-5913
joe.ferguson@empower.com

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

7. Transition Assistance.

- 7.1. Transition Assistance. At any time prior to the date this Agreement expires or terminates for any reason (either, the "Termination Date"), Plan Sponsor may request Empower to provide transition assistance services ("Transition Assistance"). Empower shall provide such Transition Assistance at no additional charge for, up to one-hundred and twenty (120) calendar days prior to the proposed transition date.

Transition Assistance shall mean any transition services, functions, or responsibilities that are ordinarily or customarily provided to ensure that the services provided to plan sponsor by Empower are fully transitioned in a smooth and efficient manner to the purchaser or to a successor vendor. Transition Assistance includes the development and implementation of a detailed transition plan, if requested. To the extent the Transition Assistance will involve a successor vendor, Empower agrees that it will cooperate with such successor vendor. As reasonably required by Empower, Plan Sponsor shall cause any successor vendor to execute a non-disclosure agreement acceptable to Empower.

The return of Plan Sponsor and Participant Data to Plan Sponsor by Empower as required upon the termination of this Agreement is an obligation of Empower that survives the termination of this Agreement and is separate and distinct from, and not dependent upon, any provisioning of Termination Assistance.

8. Public Records Laws.

- 8.1. Public Records Laws. Empower acknowledges that Plan Sponsor is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, "Florida's Public Records Laws"). Therefore, any information provided to Plan Sponsor or maintained by Empower in connection with this Agreement may be subject to disclosure to third parties.

- 8.1.1. Protection of Empower Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Plan Sponsor under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida's Public Records Law. Other Florida Statutes allow for various

protection of Empower's trade secrets and financial information. In order to protect any information provided to Plan Sponsor that Empower considers to be protected from disclosure under Florida law ("Empower Confidential Information"), Empower should clearly label and mark each page or section containing such information as "Confidential", "Trade Secret" or other similar designation.

- 8.1.2. Responding to Request for Empower Confidential Information. If Plan Sponsor receives a Public Records Request ("PRR") or a request from any regulatory or legislative entity regarding Empower Confidential Information, it shall promptly notify Empower in writing. To the extent permitted by law, Plan Sponsor shall not produce Empower Confidential Information unless authorized by Empower, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Empower Confidential Information, the Parties agree that Plan Sponsor is authorized to deliver Empower Confidential Information to the court or other legal tribunal for disposition. If Empower continues to assert in good faith that Empower Confidential Information is confidential or exempt from disclosure or production pursuant to Florida's Public Records Laws, then Empower shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Plan Sponsor to defend or justify Empower's position.
- 8.1.3. Duty to Forward Records Requests to Plan Sponsor. If Empower receives a PRR that is in any way related to this Agreement, Empower agrees to immediately notify Plan Sponsor's Records Custodian and forward the PRR to Plan Sponsor's Records Custodian for logging and processing. Plan Sponsor's Records Custodian's email address is: Recordsrequest@Citizensfla.com. Plan Sponsor shall be the Party responsible for coordinating the response and production to the PRR. Empower shall communicate with Plan Sponsor to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Empower agrees to assist Plan Sponsor in responding to any PRR in a prompt and timely manner as required by Florida's Public Records Laws.

IF EMPOWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMPOWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT PLAN SPONSOR'S RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

- 8.3 Remedies. Empower will hold Plan Sponsor harmless from any actions resulting from Empower's non-compliance with Florida's Public Records Laws. Without

limiting Plan Sponsor's other rights of termination as further described in this Agreement, Plan Sponsor may unilaterally terminate this Agreement for refusal by Empower to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. Protection of Plan Sponsor and Participant Data.

- 9.1. General. Protecting client data is of utmost importance to Empower. Accordingly, Empower will maintain a robust security program, as set forth in the Data Security & Privacy Addendum ("Addendum") attached to the Agreement. Empower agrees to maintain appropriate technical, procedural and administrative measures consistent with the descriptions set forth in the Addendum.
- 9.2. Assessment via Security Assurance Package. Within the secure Plan Sponsor website provided by Empower or upon request, Empower provides documentation that supports and informs the reader about Empower's current security program and practices. These documents are referred to as the Security Assurance Package ("SAP"), which currently consists of the following items: Security Program Overview document, SOC 1 report, SOC 2 report, available IT certification reports (e.g. Verizon CRP), and a completed SIG questionnaire with related supporting materials. (The SIG is a standardized document template created by the Shared Assessments Program, a consortium of leading financial institutions, the Big 4 accounting firms, and companies from a wide array of industries.)
- 9.3. Remedies. Breach of Empower's obligation under this Section may give rise to irreparable injury to Plan Sponsor and Plan Sponsor's employees, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Plan Sponsor may seek and obtain injunctive relief against the breach or threatened breach of any of the provisions of this Section, in addition to any other legal remedies which may be available, including, the immediate termination of this Agreement in whole or in part.
- 9.4. The provisions of this Section shall survive the termination of this Agreement.

10. Miscellaneous.

- 10.1. Business Continuity Plans. Empower can provide a summary of its Business Continuity program and a summary of the results of its exercises/testing upon request.
- 10.2. Conflicts of Interests. Empower must execute a Conflict-of-Interest Form as required by Plan Sponsor from time to time. Empower shall not have a relationship with a Plan Sponsor officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Empower will promptly contact Plan Sponsor's Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 10.3. No Gifts. Empower shall not give a gift or make an expenditure to or for the personal benefit of a Plan Sponsor officer or employee.
- 10.4. Compliance with Information Accessibility Standards. Empower shall: (i) comply

with the then current version of the Web Content Accessibility Guidelines; and (ii) comply with any additional accessibility standards legally required on or after the Effective Date;. If at any time Empower is not in compliance with the accessibility standards required hereunder, Empower shall make commercially reasonable efforts to correct the underlying deficiency and the indemnity provisions of the Agreement shall apply.

- 10.5. Public Records Addendum ("Addendum"). Empower agrees that the Addendum attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.

CONFIDENTIAL

ADDENDUM 1

PUBLIC RECORDS ADDENDUM (“ADDENDUM”)

Company Name (“Vendor”): Empower Retirement, LLC
Agreement Name/Number (“Agreement”): Agreement for Retirement Plan Services No. 23-22-0010-00
Primary Vendor Contact Name: Joe Ferguson
Telephone: 303-737-5913
Email: joe.ferguson@empower.com

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens’ records, Citizens makes its contracts available on Citizens’ external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens’ public posting of the Agreement and its disclosure to third parties.

If Vendor asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the “Redacted Information”), such as information that Vendor considers a protected “trade secret” per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following to Vendor.ManagementOffice@Citizensfla.com:

- (1) A copy of the Agreement in PDF format with the Redacted Information removed (the “Redacted Agreement”); and,
- (2) A dated statement on Vendor’s letterhead in PDF format clearly identifying the legal basis for Vendor’s redaction of the Redacted Information (the “Redaction Justification”).

Vendor must select one of the two declarations below. If Vendor does not select one of the two declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor’s receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

Vendor Declaration:
<input type="checkbox"/> Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor’s full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.
Or
<input checked="" type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor’s Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.