

**SECURITY FLEX 125 PROGRAM
FLEXIBLE SPENDING ACCOUNT SERVICE AGREEMENT**

This Security Flex 125 Program Flexible Spending Account Service Agreement (the "**Agreement**") is hereby entered into effective as of January 1, 2019 between William S. Hart Union High School District (the "**Employer**"), the Plan Sponsor of a cafeteria plan (the "**Plan**") governed by, and intended to comply with, section 125 of the Internal Revenue Code ("**Code**") and Security Benefit Life Insurance Company ("Security Benefit"), a provider of non-discretionary administrative services to sponsors of such cafeteria plans.

WHEREAS, the Employer desires to adopt or amend and restate the Security Flex 125 Program (the "**Program**") and appoint Security Benefit to perform the non-discretionary administrative services specified herein on behalf of the Plan, as adopted by the Employer;

WHEREAS, certain of such administrative services include services with respect to one or more flexible spending arrangements governed by section 125 of the Code that may be adopted by the Employer under the Program ("**Flexible Spending Accounts**"); and

WHEREAS, Security Benefit is willing to provide the non-discretionary administrative services specified in this Agreement.

NOW, THEREFORE, The Employer and Security Benefit agree as follows:

Section 1.0: Plan Benefits

1.1 Adoption of Program and Designation of Security Benefit as Service Provider with Respect to Flexible Spending Accounts. Employer hereby adopts or amends and restates the Security Flex 125 Program in connection with its Plan, including the Flexible Spending Accounts indicated below:

- ☒ Medical Care Flexible Spending Accounts.
 - ☒ With Alegeus stored value debit cards (or a similar debit card that may be offered under the Program from time to time).
 - ☐ Without stored value debit card claim payment.
- ☒ Dependent Care Flexible Spending Accounts.

The Employer intends for each Account type selected above to comply with any applicable requirements under sections 105, 125, and 129 of the Code (collectively referred to as "**Cafeteria Plan Requirements**"). The Employer further designates Security Benefit as the provider of the non-discretionary administrative services described below with respect to operation of such Flexible Spending Account(s), as incorporated into the Plan by the Employer.

- 1.2 Other Health and Welfare Benefits Selected and Offered by the Employer. If the box directly below has been checked, the Employer has also determined to offer certain other insured or self-insured health and welfare benefits under the Plan, as will be selected in the Employer's sole discretion from time to time.

☒ Plan includes other Basic health and welfare programs (i.e., insured or self-insured medical, dental, vision, and other benefits permitted to be provided under the Plan).

To the extent the Employer chooses to offer the benefits described above under the Plan, the Employer hereby acknowledges that it is solely responsible for administration and oversight of such benefits, including without limitation ensuring that such benefits comply with any applicable laws and determining whether to appoint one or more other service providers to assist with administration of such benefits. The Employer will remain solely responsible for compliance and administrative matters related to its other benefit offerings described in this Section 1.2, notwithstanding whether it has elected to use Plan documents described in Section 2.1 with respect to such benefit offerings. Unless separately agreed upon in a writing signed by both of the parties to this Agreement, Security Benefit will not provide any insured (or administer any self-insured) basic welfare program or services related thereto, and it will not accept or remit premiums for such programs. Rather, the Employer will be solely responsible for arranging and providing these benefits and for the collection and remittance of any premiums for these benefits.

- 1.3 Limited Scope Medical Reimbursement Program Under the Medical Care Flexible Spending Account. In its sole discretion, the Employer may elect to offer a limited scope medical reimbursement program in connection with its election to offer a general Medical Care Flexible Spending Account under Section 1.1 above. Note that any conflicting terms in any Adoption Agreement adopted by the Employer as part of its election to use the Plan Document described in Section 2.1 of this Agreement will govern, to the extent the election below differs from such terms.

☐ The Employer elects to provide a limited scope medical reimbursement program under its Medical Care Flexible Spending Accounts

If elected, the Employer intends to make the limited scope program described in this Section 1.3 available to its eligible employees, based on their participation in a high deductible health plan benefits coverage option ("**HDHP Option**") and/or a health savings account ("**HSA**") described in section 223 of the Code. Whether to offer one or more HDHP Options and/or an HSA, or to facilitate employee enrollment and/or payroll deductions with respect to one or more HSA alternatives, is to be determined by the Employer in its sole discretion. Unless separately agreed upon in a writing signed by both of the parties to this Agreement, Security Benefit will not provide any services related to such benefit offerings, and it will not accept or remit premiums for any HDHP Option and/or HSA provided by the Employer. Rather, the Employer will be solely responsible for arranging and providing for these benefits, if desired, and for the collection and remittance of any premiums related to these benefits.

In addition, the Employer hereby acknowledges that Security Benefit will not generally have the information necessary to identify whether an employee of the Employer is eligible to participate in an HSA but for his enrollment in a limited scope medical reimbursement program described in this Section 1.3. Security Benefit will rely solely on information provided by the Employer with respect to which employees who have

elected to participate in the Medical Care Flexible Spending Account should have their contributions directed to the limited scope medical reimbursement program and whether an employee who previously participated in the general Medical Care Flexible Spending Account is permitted to receive applicable carryover contributions under such general Account during a Plan Year, in accordance with the Employer's Plan document and elections under this Section 1.3.

Section 2.0: Duties of Security Benefit.

2.1 Plan Documents. The Employer may elect to use Plan documents provided by Security Benefit which are designed to be compatible with the Flexible Spending Accounts offered under the Security Flex 125 Program:

- ☒ The Employer will use the "**Plan Document**" provided by Security Benefit, as defined below.
- ☐ The Employer will establish, provide, and implement its own Plan documents.

If indicated above, Security Benefit will provide a Basic Plan Document and Adoption Agreement prepared by Security Benefit that the Employer may use to govern its Plan in connection with its use of the Program (the "**Plan Document**"), in the Employer's sole discretion. Documents will be completed as specified and approved by the Employer. The Employer hereby acknowledges that a current version of Security Benefit's Basic Plan Document and accompanying Adoption Agreement for the Program must be used in conjunction with one another to constitute a complete Plan Document, where the Employer elects to use documents provided by Security Benefit. The Employer may be required to periodically update the Plan Document, by completing and signing a new Adoption Agreement, as the Plan Document may be amended and/or restated by Security Benefit from time to time. The Employer may also amend and/or restate the Plan Document at any time to reflect desired design changes, or required changes imposed by applicable law, through adopting an amended Adoption Agreement. Additional terms regarding use of the Plan Document will be set forth in the Plan Document. To the extent any provision of this Agreement conflicts with the terms of the Plan Document, the terms of the Plan Document will govern.

To the extent the Employer elects to use the Plan Document, it is solely responsible for completing all applicable elections provided for in the Adoption Agreement. The Employer is also responsible for ensuring that the Plan Document is adequate and appropriate to address any and all legal compliance concerns applicable to the Employer and its Plan design, and may elect to adopt other Plan documents, benefits summaries, enrollment materials, insurance contracts or policy documents, and any other documents necessary to supplement or override Plan Document provisions as deemed necessary by the Employer in its sole discretion; provided, however, that terms applicable to the Flexible Spending Accounts generally cannot be supplemented or overridden without the express written permission of Security Benefit. Although the Plan Document format described above is similar to a pre-approved retirement plan document structure, the Employer understands that the Internal Revenue Service does not have a program to pre-approve any type of cafeteria plan document, including the Plan Document. The Employer further understands that Security Benefit provides the Plan Document for the convenience of the Employer and that provision of the Plan Document for voluntary use by the Employer is not intended, and should not be construed, to be a substitute for the retention of appropriate legal counsel to provide advice specific to the Employer's

situation and desired Plan structure. In any event, the Employer will remain solely responsible for the accuracy, appropriateness, and adequacy of its Plan documents, whether provided by Security Benefit or not, even if such documents are provided to Security Benefit for review or informational purposes. The Employer will further remain solely responsible for compliance with any and all laws applicable to the Employer and/or the Plan, including without limitation applicable provisions of the Code, the Employee Retirement Income Security Act of 1974, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Family and Medical Leave Act of 1993, the Health Insurance Portability and Accountability Act of 1996, the Patient Protection and Affordable Care Act of 2010, the Unformed Services Employment and Reemployment Rights Act of 1994, and/or state or local insurance or other laws. Any references to various laws or particular legal compliance concerns in the Plan Document should not be interpreted to address all potential legal concerns or consequences that may apply to the Plan or the Employer's election to use the Plan Document, if any.

- 2.2 Plan Enrollment or Conversion. Security Benefit will establish materials and procedures for enrolling employees of the Employer as Participants in the Program. Generally, Plan enrollment will be completed in group and individual Employee meetings, and will either be conducted by Security Benefit representatives or individuals associated with an independent marketing organization selected by Security Benefit and approved by Employer (the "**Marketing Organization**"). Prior to enrollment meetings, the Employer will provide employee census information and assist in distributing promotional materials provided by Security Benefit or the Marketing Organization to eligible Employees. Enrollment representatives will be provided an opportunity to conduct group and one-on-one enrollment meetings on the premises of the Employer, and may provide financial and retirement consultations concerning other Employer approved programs to facilitate Plan enrollment, to the extent determined by the Employer. If the Employer is adding the Program to its existing Plan features, Security Benefit will be given an opportunity to conduct a complete re-enrollment for the next Plan year with respect to the Flexible Spending Accounts.
- 2.3 Receipt and Allocation of Contributions. Security Benefit will receive and promptly credit contributions to accounts it establishes for each Participant in accordance with the Employer's Medical Care and Dependent Care Flexible Spending Account elections, as applicable and in accordance with the Plan. Applicable contributions must be accurately broken down and identified in a report provided by the Employer (or its agent, such as a payroll vendor) by Participant name and ID number and identification of the type(s) of reimbursement account(s) to credit. With prior approval of Security Benefit, contributions for the Plan may be remitted by the Employer along with contributions for other benefits, such as contributions related to Security Benefit 403(b) or 457 Programs, or for programs provided by other parties where Security Benefit has specifically agreed to further remit contributions to others. All contributions for such other programs must be specifically broken out and accurately identified in a report from the Employer. Security Benefit may invest as it elects, in its sole discretion, contribution amounts received in excess of claims paid under the Plan during the year, if any. The Employer hereby acknowledges that any earnings on such investments are likely to be minimal and that it would be administratively impracticable for Security Benefit to accurately allocate such earnings between its customer plans and underlying participants. Security Benefit will also bear the risk of any loss for such investments. Therefore, Security Benefit will retain in consideration for its services any income or gains on such investments, in addition to any other service fees or compensation provided for under this Agreement. The Employer hereby acknowledges that accounts established under a Medical Care and/or Dependent Care Flexible Spending Account in accordance with this Agreement

are intended to be for recordkeeping purposes only, and that Security Benefit does not set aside amounts held in such accounts in a custodial or trust account or segregate the assets of any particular account from the assets of other customer accounts maintained under the Program, except as may otherwise be agreed upon in writing by the parties.

- 2.4 Processing of Claims, Appeals. Security Benefit will develop and distribute forms and establish procedures for submission of reimbursement claims by eligible participants to Security Benefit under the Program. All claims must be accompanied by proof deemed adequate by Security Benefit under the Cafeteria Plan Requirements to substantiate the amount, nature, and other necessary details of the expense for which the Participant claims reimbursement. If adequate proof of a claim is not provided, or the claim does not meet established guidelines for reimbursable claims, Security Benefit may, at its option, hold the claim pending receipt of adequate or acceptable proof, notify the Participant of a claim denial, or return the claim to the Participant for resubmission with adequate and acceptable proof. Security Benefit will establish further formal claim review and appeal procedures; provided, however, that the Employer will have the right to review such procedures and will remain responsible for adjudication of any appeal of an adverse benefit determination made with respect to an initial claim, in accordance with Section 3.4 of this Agreement. The Employer will also remain solely responsible for determining the individuals who are eligible to participate in the Plan and providing accurate information to Security Benefit regarding eligible Plan participants and dependents. In the event that an individual disputes the Employer's determination regarding his eligibility to participate in the Plan, the Employer will be responsible for adjudicating any related claim and/or appeal.

- 2.5 Claims Exceeding Contributions, Forfeitures. If a participant submits claims in excess of contributions received to date for reimbursement under the Dependent Care Flexible Spending Account, as applicable, Security Benefit will hold the claim pending further expected contributions for the current Plan year. At no time will reimbursements for such Dependent Care claims exceed contributions received by Security Benefit as of the date such claim is under consideration. Security Benefit will provide reimbursement for claims under the Medical Care Flexible Spending Account, as applicable, in excess of contributions received to date, up to the maximum reimbursement elected by the participant for the Plan year, as required by the Code. If specified below, Security Benefit will advance funds to cover such excess claims during the Plan year and will seek reimbursement of any remaining advances for excess claims after the end of the applicable Plan year. Otherwise, the Employer will promptly advance funds for such excess reimbursement upon the request of Security Benefit.

☐ Security Benefit will advance funds for excess reimbursement claims under the Medical Care Flexible Spending Account.

Any forfeitures of contributions after the end of the year (including any applicable grace period and run-out period), determined in accordance with the Plan, will be retained by Security Benefit and credited against its fees, if any, then applied to offset any unreimbursed advances made by Security Benefit for claims in excess of participant contributions, then used to pay any other fees or expenses payable to others under the Program, to the extent the Employer has elected to incur such other fees or expenses (such as custom printing costs, association endorsement fees, etc.). Any remaining forfeitures will be remitted to the Employer for disposition for a permitted purpose under the Cafeteria Plan Requirements and the Plan (such as to pay Plan expenses).

If the grace period option is elected in the Adoption Agreement, claims incurred during the grace period will be paid first from any remaining balance in the applicable participant's account for the prior Plan Year, then from the balance attributable to the current Plan Year. If the carryover option is elected for the Medical Care Flexible Spending Account, as applicable, unused amounts of up to the lesser of \$500, or such other amount as indicated in the Adoption Agreement, that remain in an applicable participant's account as of the last day of the Plan Year will generally roll over to reimburse eligible medical expenses incurred in the following Plan Year, in accordance with the terms of the Plan.

Regardless of the forfeiture option selected in the Adoption Agreement, Security Benefit will apply a "runout period" of 90 days following the end of the Plan Year and any grace period for such Plan Year, as applicable, during which participants may submit claims for reimbursement with respect to the prior Plan Year. Claims submitted after the end of such runout period will not be considered for reimbursement, except to the extent the applicable participant is entitled to receive reimbursements from remaining carryover amounts from a prior Plan Year, in accordance with the Plan's terms.

2.6 Ongoing Participant Communications. Security Benefit provides account statements via email to Participants with an email address on record each month and another as soon as administratively practicable upon notification that a Participant has separated from or terminated service with the Employer with a remaining account balance. At least the final statement will warn the Participant that any remaining account balance will be forfeited unless valid reimbursement claims are submitted by the date specified in the Plan and in accordance with the runout period described in Section 2.5 of this Agreement. Security Benefit will provide other ongoing Participant information and communication services, such as an automated telephone response system and Internet access to account and claim processing information, as well as live customer service access during normal business hours. Finally, Security Benefit or its Marketing Organization will annually conduct a new Plan re-enrollment with respect to the Flexible Spending Accounts under procedures similar to the one used at initial enrollment or Plan conversion.

2.7 Confidentiality, Access to Records. Security Benefit will hold all participant information obtained in the performance of services under this agreement confidential in compliance with all applicable federal and State laws, and will internally limit the dissemination of participant information to those who have a need to know such information for the operation of the Plan. To the extent the Employer has elected to provide Medical Care Flexible Spending Accounts, Security Benefit intends to comply with all applicable provisions of the Health Insurance Portability and Accessibility Act of 1996, and the terms of such compliance will be set forth in a "Business Associate Agreement" provided as Exhibit B to this Agreement, which is incorporated by reference herein. The Employer acknowledges that certain confidentiality restrictions are legally required and will limit the access of the Employer to protected information as required by law. Notwithstanding the foregoing, Security Benefit is authorized to provide information requested and required to be disclosed by any regulatory authority or any other person operating under the color of law (such as the holder of an apparently valid subpoena), to the extent permitted by law. Upon any termination of this Agreement, Security Benefit agrees to provide such information as the Employer requests to have disclosed to a successor provider to facilitate the continued operation of the Plan, but will be entitled to retain the originals and any copy of any document or record it deems appropriate and for subsequent legal or regulatory inquiry, to the extent permitted by law.

- 2.8 Stored value debit card from **Alegeus** (or a similar provider). If the applicable box in Section 1.0 is checked, payment of certain claims reimbursable from Medical Care Flexible Spending Accounts may be made by presentation of Alegeus stored value debit cards, or a similar debit card as may be offered under the Program from time to time, by Plan Participants to certain medical care providers. Generally, all Plan participants with Medical Care Flexible Spending Accounts will be automatically enrolled in this service and will be provided with appropriate debit cards. A separate fee may be charged for this service, in accordance with Exhibit A, as it may be amended from time to time. Any such fee will be charged to the Participant's Medical Care Flexible Spending Account. In order to preserve the tax favored status of the Medical Care Flexible Spending Accounts, certain claims initially paid by use of the card must be substantiated and may be disallowed. If the Participant does not provide substantiation or pay disallowed claims upon demand from Security Benefit, the Employer must take certain actions specified by the Internal Revenue Service to collect such claim payments from the Participant. Stored value debit cards are provided by a third party, which is currently Alegeus at the time that this Agreement is being entered into. Alegeus or any successor provider that may be selected to provide debit cards under the Program will generally be responsible for the operation of the cards and payment system. Security Benefit will notify the Employer in the event that the debit card provider under the Program changes.

Section 3.0: Duties of Employer.

- 3.1 Access to Employees for Enrollment. Employer agrees to provide to Security Benefit, or its Marketing Organization, access to its eligible Employees and facilities as reasonably requested to conduct enrollments, consultations or re-enrollments as outlined in Section 2.2 above. Prior to enrollment, the Employer will provide Employee census and enrollment information on eligible employees, identification numbers and other data as reasonably requested to facilitate the enrollment process by establishing an enrollment database. Finally, the Employer agrees to internally distribute Plan promotional materials as reasonably requested, such as internal mailing of information sheets and hanging enrollment meeting posters.
- 3.2 Information to Security Benefit. In addition to the information provided to Security Benefit for enrollments, the Employer agrees to provide Security Benefit additional data as reasonably requested for ongoing program operation, including without limitation verification of certain participant status changes, notification of Employee terminations or transfer into an employment classification no longer eligible for Plan participation, address changes, and identification of those employees who should be enrolled in the limited scope medical reimbursement program described in Section 1.3 of this Agreement, as applicable. All information provided to Security Benefit will be timely provided in an acceptable format, including electronic formats as required or requested by Security Benefit.
- 3.3 Remittance of Contributions. Employer agrees to promptly remit Plan contributions to Security Benefit, including contributions for the Medical Care and/or Dependent Care Flexible Spending Accounts, as applicable, and contributions for such other benefits as Security Benefit agrees to accept, whether or not provided for under the Plan, by Security Benefit under another plan or program, or other parties where Security Benefit has agreed to further remit such contributions. Contributions will be remitted in a manner acceptable to Security Benefit along with information required by Security Benefit to accurately allocate the contributions, all within the timing requirements

imposed by applicable law. Although Security Benefit may agree to accept contributions and allocation information from other parties designated by the Employer, such as a payroll vendor, the Employer will remain responsible for timely and complete remittance of contributions and oversight of any related legal compliance concerns.

- 3.4 Claims Responsibility. Security Benefit will process initial reimbursement claims under the Medical Care and/or Dependent Care Flexible Spending Accounts, as applicable, in a non-discretionary and ministerial manner, using reimbursement guidelines established in accordance with the Cafeteria Plan Requirements and the Employee Retirement Income Security Act of 1974, as amended, to the extent applicable to the Plan. The Plan Administrator or its appointed claims fiduciary(ies) will have the ultimate right and responsibility to review any appeal of a contested initial benefit claim determination made by Security Benefit. Security Benefit may seek guidance from the Plan Administrator or its appointed claims fiduciary(ies) with respect to the processing of any claim that does not fit squarely within such guidelines. Any departure specifically requested by the Employer in writing with respect to Security Benefit's routine claims determination procedures will be implemented by Security Benefit; provided, however, that if Security Benefit objects to the departure as inconsistent with the requirements of applicable law and Security Benefit reimbursement guidelines, the Employer will be solely liable for any increased compliance costs or expenses, penalties or fines, and/or other losses experienced by Security Benefit, the Employer, the Plan Administrator, participants and/or the Plan in connection with such requested departure.
- 3.5 Designated Representatives. The Employer will designate one or more representatives, as reasonably requested by Security Benefit, who will have the authority to bind the Employer and instruct Security Benefit with respect to Plan operation and administrative matters. Security Benefit will be entitled to rely on the authority of all designated representatives until it receives written notice of the revocation of the representative's authority.
- 3.6 Retained Authority. The Employer retains the right to take any discretionary action or make any discretionary decisions permitted or required to be taken under the Plan by the Employer, any designated Plan Administrator, and/or the delegates of either the Employer or such Plan Administrator. The Employer acknowledges that Security Benefit has only undertaken to perform the non-discretionary services specified in this Agreement, so that any other action permitted or required to be taken under the Plan may be taken by the Employer or such other person as the Employer may designate.

Section 4.0: Administration of Agreement.

- 4.1 Term and Termination. This agreement will have an initial term beginning on the effective date specified above through the end of the first full Plan Year (as set forth in the Plan) beginning on or after that date. During the initial term, this Agreement may be terminated early at the end of any Plan Year upon termination of the Plan. After the initial term, this Agreement will be automatically renewed for successive Plan years unless at least 90 days written notice is given to the other party prior to the commencement of any renewal term. This Agreement may be terminated upon at least 30 days notice for cause if at least 30 days notice describing the cause is given and the cause remains uncorrected at the end of such notice period.
- 4.2 Fees. For all services rendered under this agreement, Employer agrees to pay Security Benefit the Participant fees specified on the Fee Schedule attached to this Agreement as

Exhibit A. For additional or extraordinary services performed at the request of the Employer, Security Benefit may be paid such additional fees as Employer may specifically agree to pay. Upon such notice to the Employer as it may reasonably make, Security Benefit will be entitled to reimbursement of extraordinary expenses incurred (such as for the defense of claims made against the Plan, except for such expenses solely attributable to the acts or omissions of Security Benefit).

- 4.3 Representations of Parties. Security Benefit and the Employer both represent that they have the legal capacity to perform their duties hereunder, and further represent that they will perform their duties in a careful manner, giving appropriate attention to the accuracy of information provided to each other hereunder. Each party agrees to indemnify and hold the other harmless for all costs and expenses (including defense costs) incurred by the other party that arise out of claims based on the offending party's provision of inaccurate material information, breach of this Agreement, or failure to fulfill a material obligation applicable to the offending party under this Agreement. Any party seeking to enforce the obligations of this Section 4.3 will promptly notify the other of any asserted claim which may be covered by this Section and, upon the request of the other party, will tender the management and defense of the claim. No attorneys fees will be reimbursed unless the party seeking reimbursement has requested and obtained the consent of the other party to the counsel designated, which consent will not be unreasonably withheld. The Employer understands that, as a provider of non-discretionary administrative services, Security Benefit has not assumed the legal role of Plan Administrator for the Plan as set forth in the Employee Retirement Income Security Act of 1974 or any comparable state or local law. Except as specifically set forth herein, neither party will be responsible for the special, indirect or consequential damages of the other for any breach of this Agreement or claim arising hereunder.
- 4.4 Limitation of Liability. Each party's liability arising out of this Agreement shall be limited to the other party's direct damages. In no event shall either party be liable for punitive damages, loss of profit, goodwill or other special consequential damages suffered by the other party under or in relation to this Agreement whether in contract or tort, even if advised of the possibility of such damages.
- 4.5 Assignments, Severability. The Employer may assign the benefits of this Agreement to additional Employees and to affiliates, upon notice to Security Benefit. Employer acknowledges that Security Benefit may assign enrollment responsibilities to a Marketing Organization, and agrees that Security Benefit may assign other responsibilities to affiliates or subcontractors, without release of Security Benefit from any responsibility specified hereunder. This agreement will extend to the successors or either party. If any provision of this Agreement is found to be illegal, void or unenforceable, the remaining provisions will not be effected thereby, instead, it is the intent of the parties that the remainder of the Agreement will continue to be construed as enforceable and interpreted as nearly as possible in accordance with such remaining provisions.
- 4.6 Entire Agreement, Amendments. This Agreement represents the entire understanding and all undertakings of the parties, and all prior discussions and representations will be deemed merged herein. This Agreement will be supplemented (but not modified) by the course of dealing between the parties and may be formally amended by a writing executed by both parties. Notwithstanding the above, the parties recognize that Security Benefit may find it necessary to make certain enhancements and revisions to the Program from time to time, including amendments designed to comply with changes in the law applicable to a cafeteria plan governed by section 125 of the Code and/or the

Flexible Spending Accounts. To the extent necessary to comply with applicable law, Security Benefit may automatically amend its routine practices and procedures, this Agreement, including any applicable Business Associate Agreement provided at Exhibit B, and/or the Plan Document. The Employer will cooperate with Security Benefit in good faith to execute any necessary amendments and/or Plan documents in order to comply with legally required changes described above.

- 4.7 Notices. Any notice required or permitted to be given hereunder may be given in writing or electronically, in either case where delivery can be proven. Notice given by ordinary mail, return receipt requested with the receipt executed and returned, conclusively satisfies these requirements. Notice will be deemed given when sent to the address as follows, or such other address as may be provided by either party in writing (including electronically) in the future:

To Security Benefit: Security Benefit Life Insurance Company
Attn.: Employee Benefits
One Security Benefit Place
Topeka, Kansas 66636-0001
Fax: 866-477-6526
E-mail: ebdept@securitybenefit.com

With a copy to:
Security Benefit Corporation
One Security Benefit Place
Topeka, KS 66636-0001
Attn: General Counsel
Fax: (785) 438-3080
E-mail: legalnotice@securitybenefit.com

To Employer:
William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350
Attn: Benefits
Fax: (661) 259-4762
E-mail: benefits@hartdistrict.org

- 4.8 Governing Law. This Agreement will be governed by the laws of the State of Kansas, except to the extent preempted by applicable Federal law.
- 4.9 Third Party Beneficiaries. There will be no third party beneficiaries to this Agreement, including without limitation participants enrolled in the Plan, the officers and employees of the Employer, and/or other third party service providers that may provide services in connection with the Plan.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as of the date and time first specified above.

SECURITY BENEFIT LIFE INSURANCE COMPANY

Attn.: Employer Benefits
One Security Benefit Place
Topeka, Kansas 66636-0001
Phone: 888-473-5572
Fax: 888-473-5572

By: _____

Title: _____

EMPLOYER: _____

Address: _____

By: _____

Phone: _____

Title: _____

Fax: _____

A Marketing Organization retained by Security Benefit, if any, may execute this Agreement below as an acknowledgement of its acceptance of the enrollment responsibilities set forth in this Agreement.

MARKETING ORGANIZATION: _____

Address: _____

By: _____

Phone: _____

Title: _____

Fax: _____

Security *Flex 125* Program

EXHIBIT A

FEE AND EXPENSE SCHEDULE Security *Flex 125* Program

ONE-TIME SET-UP FEES

- **Installation documents** **Waived**
 - Plan Documents
 - Plan Installation

SERVICE FEES*

- **Annual Plan Fee** **Waived**
 - Plan-level recordkeeping
 - Employer reports

PARTICIPANT FEES*

- **Monthly Participant Fee** **Waived**

EMPLOYEE INFORMATION AND COMMUNICATION FEE*

- **Communication Materials** **Waived**
 - Enrollment kit, forms and program description
 - Enrollment and group presentations

ALEGEUS CARD FEE*

- **Monthly Charge**
 - Employee Card **Waived**
 - Dependent Card **Waived**
 - Lost or Stolen Card **Waived**

