

**NON-FIDUCIARY SERVICES AGREEMENT**

Employer: [REDACTED] ("Participating Employer")

Plan Name: RMS EasyPlan [REDACTED] ("Plan")

Pooled Plan Provider: Alerus Financial, N.A. ("PPP")

Additional Named Fiduciary: Access Fiduciary Services LLC ("AFS")

Investment Manager: MML Investors Services, LLC

Non-Fiduciary Service Provider: [REDACTED] ("Service Provider")

Plan Sponsor: Access Plans LLC

Account Number [REDACTED]

Date: 7/18/2025 ("Effective Date")

This NON-FIDUCIARY SERVICES AGREEMENT (the "Agreement") is made and entered into as of the effective date specified on the signature page (the "Effective Date") by and between the Participating Employer, which, consistent with Section 3(43)(D) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), shall be treated as a plan sponsor with respect to the portion of the RMS EasyPlan (the "Plan"), which is attributable to the employees and beneficiaries of the Participating Employer, and the Service Provider.

For good and valuable consideration and in consideration of the mutual covenants and agreements made herein, the parties hereby agree as follows:

**ARTICLE I.  
SERVICES TO BE PROVIDED**

1. **The Services.** As of the Effective Date, the Service Provider will provide the Plan with the services elected by the Participating Employer, as described in ARTICLE III and Schedule A, below (the "Non-Fiduciary Services").
2. **Scope of Services.** The Service Provider and its affiliates will not be responsible for any matter outside of the specific scope of the Non-Fiduciary Services to which the Service Provider has agreed in writing with the Participating Employer or any other fiduciary authorized to act on behalf of the Plan.
3. **Manner in which Services are Provided.** The Service Provider will determine in its sole discretion the methods by which, and the manner in which, the Non-Fiduciary Services are provided by the Service Provider. The Service Provider may provide to the Plan information and may reasonably rely on processes obtained from independent third-party sources that the Service Provider reasonably deems reliable. The Participating Employer, acting on behalf of the Plan in its capacity as a fiduciary of the Plan, acknowledges that the Service Provider will rely on such third-party information and processes in providing the Non-Fiduciary Services, and will not be under any obligation to verify such information or the results of such processes.

**ARTICLE II.  
INFORMATION PROVIDED BY THE PLAN AND SERVICE PROVIDERS.**

1. **Information from the Plan.** Access Fiduciary Services LLC ("AFS"), acting on behalf of the Plan solely in its capacity as a named fiduciary of the Plan, agrees to provide, or have one or more other Plan fiduciaries or service providers to the Plan provide, the Service Provider with material and pertinent information regarding investment objectives, risk tolerance, asset allocation and historical investment performance, income and liquidity requirements, asset values, service provider requirements and past performance, and such other information including true copies of governing Plan documents as the Service Provider may reasonably request from time to time in order to provide the Non-Fiduciary Services selected by the Participating Employer and described in this Agreement.
2. **Information from Service Providers.** In order to facilitate the provision of the Non-Fiduciary Services by the Service Provider, the Service Provider is hereby authorized by AFS, acting on behalf of the Plan solely in its capacity as a named fiduciary of the Plan, to obtain all information from the PPP, recordkeeper, investment provider(s) and manager(s), trustee(s) or custodian(s), other third party responsible for any aspect of Plan operation or fiduciary matters, and Plan participants and beneficiaries as the Service Provider may reasonably request from time to time. To the extent that the Plan does not itself authorize each of the foregoing parties to promptly release said information to the Service Provider upon request, AFS, acting on behalf of the Plan solely in its capacity as a named fiduciary of the Plan, will authorize each of the foregoing parties to do so; provided that doing so is not inconsistent with any legal obligations that AFS has to the Plan and its participants and beneficiaries.
3. **Reliance on Information.** In performing the Non-Fiduciary Services, the Service Provider will rely on the information provided pursuant to this ARTICLE II and will not be under any obligation to verify such information unless legally obligated to do so.

**ARTICLE III.  
TERMS AND CONDITIONS FOR SERVICES.**

The Non-Fiduciary Services provided by the Service Provider are subject to the following terms and conditions, and the Service Provider may structure the performance of Non-Fiduciary Services so as to conform to this ARTICLE III.

1. **Scope of Services.** Any statistical information provided as part of the Non-Fiduciary Services will not contain, and will not be deemed to contain, any expression of opinion as to the investment merits of any particular security. The enrollment services, participant education and education for the Participating Employer and its employees, staff, agents and/or representatives provided by the Service Provider and its affiliates are intended (a) as "investment education" rather than "investment advice" for purposes of ERISA Reg. §2509.96-1 or any successor authority, and (b) not to constitute "investment advice" for purposes of the Investment Advisers Act of 1940, as amended ("Advisers Act"). When providing education for the Participating Employer, neither the Service Provider nor any of its affiliates, is making a determination as to whether the Plan or the Participating Employer is in compliance with ERISA or any other applicable law or regulation. The Non-Fiduciary Services provided are current as of the date delivered and do not constitute an exhaustive list of the potential responsibilities of the Participating Employer. Presentations or written or other materials provided in connection with the Non-Fiduciary Services will not be designed or deemed to meet the investment objectives or needs of the Plan or any specific participant or beneficiary. The Non-Fiduciary Services may include but are not limited to: (a) annual plan reviews, (b) plan transition support, (c) periodic benchmarking services, (d) enrollment meetings and employee services, and (e) financial wellness education.
2. **Other Services.** The Service Provider will not provide, and will not be deemed to be providing, any services other than the Non-Fiduciary Services expressly agreed to in this Agreement. Without limiting the generality of the foregoing, the Service Provider and its affiliates will not provide, and the Non-Fiduciary Services will not be deemed to include: (a) brokerage, (b) execution or (c) custody services with respect to the investments of the Plan. Any products or services, other than the Non-Fiduciary Services, provided by the Service Provider or its affiliates, to the Participating Employer or those participants or beneficiaries in the Plan who are attributable to the Participating Employer in accordance with Section 3(43)(D) of ERISA, including assistance with rollovers, are outside the scope of, and will not be subject to, this Agreement.
3. **Relationship of the Parties.** As between the Participating Employer and the Service Provider, including the Service Provider's affiliates (if any), the relationship created by this Agreement will be that of independent contractors.
4. **ERISA Responsibility.** The Plan is subject to the fiduciary standards of ERISA. The Service Provider is not (a) an investment manager, (b) a trustee, (c) a named fiduciary, or (d) the administrator of the Plan for purposes of ERISA, and the Service Provider shall have no discretionary authority to add, remove or replace the investment options available to Plan participants, nor shall the Service Provider have responsibility or discretion to take any action with respect to the management, administration or any other aspect of the Plan except as expressly provided in this Agreement.
5. **Non-Exclusivity.** The Service Provider and its affiliates may perform, among other things, investment advisory services for other clients and may make recommendations or take action in the performance of their duties for such other clients (including those who may have similar retirement plan arrangements as the Plan) that may differ from that given, or in the timing and nature of action taken, with respect to the Plan and the participants and beneficiaries attributable to the Participating Employer. The Service Provider may, by reason of services provided to other clients, acquire confidential information that may have value in the securities market. The Participating Employer acknowledges and agrees that the Service Provider is unable to divulge to responsible Plan fiduciaries or any other party, or to act upon, any such confidential information in performing the Non-Fiduciary Services under this Agreement. The Service Provider and its affiliates may, and are authorized to, provide products and services, other than the Non-Fiduciary Services, to the Participating Employer, Plan participants and beneficiaries, and related persons; provided, however, that the payment of any such services may not be made from the Plan.
6. **Valuations.** The securities or other assets of the Plan will not be valued by the Service Provider or its affiliates. Any valuation information provided as part of the Non-Fiduciary Fiduciary Services will be based on asset values as recorded on the books and records of the Plan or provided by third parties, pursuant to ARTICLE II.

**ARTICLE IV.  
FEES**

The Service Provider will be compensated in accordance with the Participating Employer's elections for the Non-Fiduciary Services as specified in Schedule A and such fees shall be remitted to the Service Provider by MML Investors Services, LLC ("MMLIS") in accordance with the MassMutual Plan Fiduciary Services Agreement.

**ARTICLE V.  
DISCLOSURES**

This Agreement includes the disclosures required under Section 408(b)(2) of ERISA, to the extent applicable. ARTICLE I.1, ARTICLE III.1 and Schedule A describe the Non-Fiduciary Services to be provided by the Service Provider. The Participating Employer, acting on behalf of those participants and beneficiaries in the Plan who are attributable to the Participating Employer, hereby acknowledges receipt of these disclosures and represents that, for purposes of Section 408(b)(2) of ERISA to the extent applicable, the Participating Employer is satisfied with such disclosures.

**ARTICLE VI.  
REPRESENTATIONS, WARRANTIES AND COVENANTS**

1. **Of the Service Provider.** The Service Provider represents, warrants and covenants with the Participating Employer and the Plan's fiduciaries that (a) the Service Provider has full power, authority and capacity to execute and deliver this Agreement, and this

Agreement constitutes a legal, valid and binding obligation of the Service Provider enforceable in accordance with its terms; (b) neither the Service Provider nor its affiliates are prohibited from providing the Non-Fiduciary Services by Section 411 of ERISA; (c) the Service Provider will provide the Plan's pooled plan provider ("PPP") with any information that the PPP reasonably requests in order to facilitate payment of any fees to the Service Provider out the Plan assets; and (d) the Service Provider and its affiliates will disclose all information related to the Agreement and compensation or fees received hereunder that is requested by the Participating Employer or any responsible Plan fiduciary to comply with ERISA reporting and disclosure requirements.

2. **Of the Participating Employer.** The Participating Employer, acting on behalf of those participants and beneficiaries in the Plan who are attributable to the Participating Employer, represents, warrants and covenants with the Service Provider that (a) the Participating Employer has full power, authority and capacity to execute and deliver this Agreement, this Agreement constitutes a legal, valid and binding obligation of the Participating Employer, acting in its capacity on behalf of the participants and beneficiaries in the Plan who are associated with the Participating Employer, enforceable in accordance with its terms, and the person executing this Agreement on behalf of the Participating Employer is duly authorized to do so; (b) the Participating Employer will notify the Service Provider and any responsible Plan fiduciaries of the persons authorized from time to time with respect to matters specified in this Agreement; (c) the Participating Employer will promptly notify the Service Provider in writing of any changes in the Plan or its governing documents, including any amendment to the Plan, which impact those participants and beneficiaries in the Plan who are associated with the Participating Employer; (d) the Participating Employer will provide the PPP with any information that the PPP reasonably requests in order to facilitate payment of any fees to the Service Provider out the Plan assets; (e) the services provided pursuant to this Agreement are necessary to the establishment or operation of the portion of the Plan that is attributable to those Plan participants and beneficiaries associated with the Participating Employer, this Agreement is a reasonable contract or arrangement, and the fees payable hereunder are reasonable compensation for the services provided pursuant to this Agreement, within the meaning of Section 408(b)(2) of ERISA and the regulations thereunder as duly determined by the Participating Employer, independent of the Service Provider, AFS, the PPP, trustee, investment manager and any named fiduciary.
3. **Change in Representation, Warranty and Covenant.** After execution of this Agreement, the party giving a representation, warranty and covenant will promptly notify the other parties upon learning of any change thereto.

#### **ARTICLE VII. STANDARD OF CARE AND INDEMNIFICATION**

1. **Standard of Care; Limitation of Liability.** The Service Provider and its affiliates will perform the Non-Fiduciary Services in accordance with all applicable legal standards associated with the provision of each service elected by the Participating Employer and agreed to by the Service Provider. To the extent not inconsistent with applicable law, the Service Provider, and (as applicable) its directors, officers, members, employees, agents and affiliates (collectively, the "Covered Parties") will not be liable for any losses incurred by the Plan or its participants and beneficiaries as a result of any actions taken or not taken by the Plan, Plan fiduciaries or co-fiduciaries, Access Plans LLC, the Plan's sponsor (the "Sponsor"), Plan participants or beneficiaries, or their delegates. Notwithstanding the foregoing or anything else in this Agreement, ERISA and the federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing herein shall constitute a waiver or limitation of any rights which the Plan or the Sponsor or Plan participants and beneficiaries may have under ERISA or any federal securities laws.
2. **Errors and Irregularities.** The Non-Fiduciary Services do not include the identification of errors, irregularities, prohibited transactions, unrelated business taxable income, or illegal acts, including fraud or defalcations, which may exist or come to exist; however, the Service Provider may inform the Plan or an authorized Plan fiduciary of any such matters that come to its attention during the course of performing the Services.
3. **Indemnification for Fiduciary and Non-Fiduciary Services.** The Participating Employer and the Service Provider will indemnify the other Plan fiduciaries and hold them harmless in the event that they incur any liability, loss, claim, suit, or expense, including but not limited to damages, court costs, reasonable legal fees and costs of investigation, which arise directly from the Service Provider's or its affiliates' intentional misconduct or gross negligence with respect to the Non-Fiduciary Services; provided, however, in no event will the Participating Employer or the Service Provider be liable for any indirect, special, consequential or exemplary damages with respect to the Non-Fiduciary Services.

#### **ARTICLE VIII. AMENDMENT, ASSIGNMENT AND TERMINATION**

1. **Amendment.** This Agreement may only be amended in writing with the mutual written consent of the Service Provider and the Participating Employer after full and fair disclosure by the Service Provider of material factors to AFS and the PPP and a reasonable notice period, except that (a) any party may update its contact information by notice to the other parties, (b) the Plan may update its billing contact information by notice to the Participating Employer and the Service Provider, and (c) the Service Provider may update any of the disclosures provided in connection with this Agreement.
2. **Assignment.** This Agreement may not be assigned by any party without the prior consent of the other parties. Consent of the Plan may be provided by "negative consent" after full and fair disclosure by the Service Provider of material factors to AFS and the PPP and a reasonable notice period.
3. **Termination.** This Agreement may be terminated by the Plan or an authorized Plan fiduciary if termination is required by the Plan or Plan fiduciary in order to satisfy a fiduciary duty under ERISA. In such event, the Plan or an authorized Plan fiduciary shall provide the Participating Employer and the Service Provider thirty days' written notice of the Plan or authorized Plan fiduciary's intent to terminate the agreement and underlying reasons for termination ("Termination Cause"). Upon receipt of such termination notice, the Service Provider shall have thirty days to remedy the Termination Cause. If the Service Provider has not addressed the Termination Cause within thirty days of receiving notice of Termination Cause, the Plan or an authorized Plan fiduciary may terminate the agreement with notice to the other parties. This agreement may be terminated by the Service Provider upon ninety days' written notice to the other parties. The Service Provider will discontinue providing the Non-Fiduciary Services as of the effective date of termination specified in

the notice of termination. Termination of the Agreement will not affect the liabilities or obligations of the parties arising in connection with the Non-Fiduciary Services provided prior to such termination, and such liabilities and obligations (including under ARTICLE IV and ARTICLE VII) will survive any termination of this Agreement.

**ARTICLE IX.  
OTHER PROVISIONS**

1. **Entire Agreement.** This Agreement, together with the attached Schedule A, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any previously existing agreement with respect to these matters between the Service Provider and the Participating Employer acting on behalf of those participants and beneficiaries in the Plan who are associate with the Participating Employer.
2. **Formation and Term of the Agreement.** This Agreement is effective only if duly executed by AFS or any other authorized Plan fiduciary and the Company. AFS reserves the right to refuse to accept this Agreement in its sole discretion and for any reason. For purposes of this Agreement, the date of execution of this Agreement by the Participating Employer and the Service Provider will be the date of its acceptance by AFS. Once formed, this Agreement will be in effect as of the Effective Date and will remain in effect until terminated pursuant to ARTICLE VIII.3.
3. **Effect.** Subject to ARTICLE VIII.2, this Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, successors, survivors, administrators, and assigns.
4. **Governing Law; Forum.** Except as otherwise provided by ERISA or other applicable law, the validity, interpretation, enforceability, and performance of this Agreement will be governed by and construed in accordance with the law of the State of Texas, without reference to principles of conflicts or choice of laws.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed as original, but all of which taken together will constitute one and the same instrument.
6. **Confidentiality.** The Service Provider and the Participating Employer, acting both on behalf of themselves and on behalf of the portion of the Plan attributable to those participants and beneficiaries associated with the Participating Employer, (a) acknowledge that each will learn confidential information about the Plan, the Sponsor, the PPP and AFS in the course of this engagement and (b) except as required by law including in respect of any reports or disclosures required under Section 101(k), 103 or other applicable provision of ERISA and the Code, agree to maintain in strict confidence and for use only with respect to the Plan and the Non-Fiduciary Services all confidential information that each learns about the Plan, the Sponsor, the PPP, AFS or the Plan's participants and beneficiaries; provided, however, that the Service Provider and/or its affiliates may offer unrelated products and services to the Participating Employer, Plan participants and beneficiaries or related persons taking into account such confidential information.
7. **Notices.** Notices and reports provided for in this Agreement will be transmitted to the addresses specified on the signature page hereof. These addresses may be changed by appropriate notice given in accordance with this provision. Any notice required under this Agreement, including any report, summary or statement, or other usual communication, will be sent by U.S. mail or overnight courier (postage prepaid) or by facsimile transmission (with a hard copy sent by U.S. mail) or, where an email address is provided, by electronic delivery in accordance with normal business practice.
8. **Headings.** Headings contained in this Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in the Agreement.
9. **Severability.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the Agreement.

**In witness whereof**, by their duly authorized representatives, the following have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
727820384216486  
 Title: \_\_\_\_\_  
 Date: 7/17/2025

**Access Fiduciary Services, LLC**  
 Name: Michael Halloran  
 Signature: Digitized by  
Michael Halloran  
40E9H4C0015490  
 Title: Co-founder  
 Date: 7/17/2025

**Schedule A  
Fee Schedule**

Employer: ██████████ ("Participating Employer")

Plan Name: RMS EasyPlan ("Plan")

Pooled Plan Provider: Alerus Financial, N.A. ("PPP")

Additional Named Fiduciary: Access Fiduciary Services LLC ("AFS")

Investment Manager: MML Investors Services, LLC ("MMLIS")

Non-Fiduciary Service Provider: ██████████ ("Service Provider")

Plan Sponsor: Access Plans LLC

Account Number ██████████ Date: 7/18/2025 ("Effective Date")

This Fee Schedule sets forth the fees chargeable to the Plan by the Service Provider for various non-fiduciary services that have been elected by the Participating Employer. Any fees for services elected by the Participating Employer that may be charged directly to the Participating Employer by the Service Provider are not reflected in this Fee Schedule. This Fee Schedule supersedes any contrary fees or service descriptions attributable to fees chargeable to the Plan by the Service Provider that may be listed in prior schedules, as of the above Effective Date.

**ARTICLE I.  
SERVICE FEES**

1. **SERVICE PROVIDER ANNUAL NON-FIDUCIARY SERVICE FEE** – Subject to a maximum annual fee of \$70,000, as elected by the Participating Employer in its sole and absolute discretion, the fees chargeable to the Plan by the Service Provider for the provision of various non-fiduciary services (including, but not limited to, assistance with participant enrollment, participant education, financial wellness education, periodic Plan reviews, Plan transition support, periodic benchmarking, and general Participating Employer support) shall be equal to the sum of 1. and 2., below:

- 1. \$1,000/year, billed quarterly to:
  - The Plan , or
  - The Participating Employer, and
- 2. BPS/year, billed quarterly, based upon the following schedule:

From	To	Annual Fee
\$0.00	\$1,000,000.00	0.35%
\$1,000,000.01	\$2,000,000.00	0.30%
\$2,000,000.01	\$5,000,000.00	0.25%
\$5,000,000.01	\$10,000,000.00	0.20%
\$10,000,000.01	\$20,000,000.00	0.15%
\$20,000,000.01	\$40,000,000.00	0.10%
\$40,000,000.01	Infinity	0.05%

**ALLOCATION METHODOLOGY** - All fees shall be charged to the Plan on a quarterly basis, if not otherwise paid by the Participating Employer. All fees shall be allocated among the Participating Employer’s participants and beneficiaries on a pro rata basis; provided, however, if the Participating Employer’s adoption of the Plan does not otherwise involve a transfer or merger of an existing plan into the Plan, dollar denominated fees for non-fiduciary services provided by the Service Provider will be billed directly to the Participating Employer until the account balances of the Participating Employer’s participants and beneficiaries are sufficiently funded to satisfy the allocation of fees to their respective accounts (the “Introductory Period”). Elections by the Participating Employer to bill such amounts to the accounts of the Participating Employer’s participants and beneficiaries shall apply following the Introductory Period.

- 2. **DEFINITIONS REGARDING FEES** - The following definitions apply to this Consolidated Fee Schedule:
  - Asset Based Fee:** A fee calculated on the average daily balance of Plan assets using the rate and Frequency disclosed in this Consolidated Fee Schedule. The Asset Based Fee is calculated using the value of all Plan assets, unless an asset is excepted in the line item description above.
  - BPS:** A Basis Point or "BPS" means one hundredth of one percent (100 basis points equals 1%).
  - Charged to Participating Employer’s Portion of the Plan:** The fees paid by the Participating Employer’s Portion of Plan assets

and charged to Plan participants' accounts using either a Pro Rata or Per Capita formula.

**Frequency:** The period used for fee calculation. "Quarterly" or "monthly" mean respectively that the fee will be determined and assessed as soon as administratively feasible following the end of each calendar quarter or month. If the fee is an Annual Fee, it will be prorated based upon the applicable Frequency. The fee is billed periodically in arrears for covered services.

**Invoiced to the Participating Employer:** Fees invoiced to, and payable by, the Participating Employer. If first invoiced to the Participating Employer, but not timely paid, the fee may be charged to the Participating Employer's portion of the Plan and allocated among participants and beneficiaries Pro Rata, to the extent legally permissible.

**Pro Rata:** Fees will be charged to individual participants' accounts using the following assessment formula:  $\text{Fee X (Individual account balance divided by total Plan balance as of the date of assessment)}$ . Participants with larger account balances pay a greater share of fees under a pro rata formula.

**Per Capita ("Per Head"):** Fees will be charged to the individual participant's account using the following assessment formula:  $\text{Fee divided by number of affected participants as of the date of assessment}$ . Under a Per Capita assessment, if a transaction fee relates to a single individual account, only the affected participant's account pays the fee. If the fee is a plan level fee, then each Plan participant is assessed an equal amount of the fee.