FINANCIAL WELLNESS PROGRAM – SERVICES AGREEMENT

This FinPath Financial Wellness Program Services Agreement (this "Agreement") is made as of September 1,, 2026 2026 (the "Effective Date"), by and between RPW Solutions, LLC, ("Provider") and West Chicago Elementary School District 33 ("Client"). Provider and Client shall be individually referred to as "Party" or collectively, as the "Parties."

The Parties agree as follows:

1. **Services**. Client hereby engages Provider to provide the FinPath financial wellness program (the "Wellness Program") to Client's employees (each a "Client Employee"), which includes the following services (the "Services"), and as more detail in Schedule A:

- Financial Health Tools
- Financial Wellness Coaching
- Preferred Partners & Solutions
- Financial Workshops

2. **Fees**. In consideration of the Services, the fee is $10.00 per Client Employee per year with a $3,000.00 annual minimum ("Fees"). The Fees shall be paid directly by Client or its affiliate or third-party service provider. Fees shall be based on all eligible Client Employees regardless of whether such Client Employee accesses or uses the Services. The initial payment of Fees shall be due within thirty (30) days of the Effective Date and any subsequent Fees will be paid thereafter upon the anniversary date of the Effective Date. If Client decides to pay Fees from plan assets of Client's retirement plan(s) made available to eligible Client Employees ("Plan"), then (a) Client acknowledges this Agreement serves as Provider's disclosures under Section 408(b)(2) of the Employee Retirement Income Security Act of 1974, and (b) Client represents and warrants that only Client Employees who are plan participants of the Plan may access and use the Services, and the Employee Data as defined in Section 3 will only be those who are eligible for the Plan.

3. **Client Employees**. Promptly following the Effective Date, Client will provide Provider with a data file in such form as Provider requires setting forth all eligible Client Employees and such information that is required by Provider with respect to each Client Employee (collectively, "Employee Data"). Client will provide updated Employee Data to Provider monthly. Client acknowledges and agrees that each Client Employee shall be required to accept the terms of use of the Wellness Program ("Program Terms of Use") before gaining access and using the Services.

4. **Vendors**. Client agrees and acknowledges that in connection with the provision of the Services to Client Employees, Provider may license certain technology and content, and make available services from third party providers (each, a "Program Vendor") that integrates such technology and content into the Services and to operate the Wellness Program (the "Licensed

Material”). Client further agrees and acknowledges that Client Employees may be required to accept a Program Vendor’s separate terms of use as a precondition for Client Employees to access or use any Licensed Material. Similarly, if a Client Employee elects any services from a preferred provider (each, a “Preferred Provider”) (collectively with Program Vendor “Vendors”), Client Employees must accept those separate terms and conditions in order to engage such Preferred Providers. The terms of use for any Vendor (“Vendor Terms of Use”) may be updated by such Vendor from time to time.

Client also acknowledges and agrees that some Vendors may pay Provider a referral fee for any Client Employee who engages a Vendor for additional services provided by Vendor to Client Employee. Such referral fees are disclosed as part of the Services, and Client acknowledges receipt of such disclosures and any other disclosures made by Provider.

5. Term and Termination

5.1 **Term.** The term of this Agreement initially shall be two (2) years (“Initial Term”) from the Effective Date and will automatically renew for successive one (1) year periods (each a “Renewal Term”), unless terminated in accordance with this Section 5.

5.2 **Termination**. Either Party may terminate this Agreement (“Terminating Party”) in accordance with the following:

(a) Termination for convenience. A Terminating Party may terminate this Agreement at any time during a Renewal Term upon providing thirty (30) days prior written notice to the other Party. Client may terminate during the Initial Term upon complete payment of Fees for the remaining time left of the Initial Term.

(b) Termination for cause. A Terminating Party may terminate this Agreement immediately by providing written notice to the other Party if (i) the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary or involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) the Terminating Party reasonably and in good faith determines that its continued performance of services under the Agreement would be inconsistent with, or in violation of, any applicable law or regulation, (iii) as a result of the other Party’s material breach of the Agreement, including Client’s failure to pay Provider’s Fees, that is not cured within thirty (30) days after receiving written notice from the Terminating Party specifying the nature of the breach.

(c) Upon any termination of this Agreement, (i) Client will pay Provider all undisputed amounts due at such time for Services rendered before the Termination Date, and Provider shall ensure all such amounts are properly and promptly invoiced, and (ii) both Parties will be relieved of any and all further obligations under this Agreement without incurring any liability, except as set forth in Sections 5, 6, 7, 8, 9, and 10 (such sections shall remain in force following termination).

6. Confidentiality.

6.1 Defined. “Confidential Information” means (a) the non-public elements of the Services and the Wellness Program, as modified from time to time, its content, its documents, improvements, technology, drawings, diagrams, benchmark tests, specifications, trade secrets, source code, and other materials or business information, (b) with respect to Client, non-public information and data which may be provided by Client to Provider or Vendors (or to which Provider or Vendors may otherwise gain access in connection with the Services), and (c) with respect to Client Employees, any personal identifiable information required to be protected under applicable privacy law.

6.2 Measures. Except as set forth in Section 6.3, each Party as the recipient agrees to take no less than commercially reasonable measures to: (a) preserve and protect the confidentiality of the disclosing party's Confidential Information; (b) refrain from using the disclosing party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any unauthorized third party.

6.3 Permitted Disclosures. A Party may disclose the other Party's Confidential Information to a third party (a) to the extent required by law or court order, or the requirement of a governmental authority or other regulatory body; provided that the recipient must provide prompt notice, if allowed by law, and reasonable assistance to the disclosing party to enable the disclosing party, at its expense, to seek a protective order or otherwise prevent or restrict the nature and scope of such disclosure, (b) in privileged communications to such party's agents, attorneys, auditors, insurers (as applicable) and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein), (c) in connection with a dispute resolution proceeding between the Parties in accordance with the approval and at the direction of the mediator, arbitrator, or other valid adjudicator conducting such proceeding, or (d) as required in connection with the delivery or implementation of Services.

6.4 Return of Information. Upon written request of the disclosing party, or at the expiration or termination of this Agreement, all Confidential Information of the disclosing party, including all copies thereof, will be returned to the disclosing party or will be destroyed with written certification being provided to the disclosing party, except each Party may retain Confidential Information (a) as required by applicable law or regulation, (b) as may be automatically archived as part of a receiving party's electronic back-up system and/or email system, and (c) as expressly agreed by the Parties or stated otherwise in this Agreement.

6.5 Remedies. Each Party agrees and acknowledges that any breach or threatened breach of this Section 6 may cause irreparable injury to the disclosing party and that the disclosing party shall be entitled to seek injunctive relief, with required proof before a court of competent jurisdiction, in addition to any other remedies that may be available.

7. Information Security/Data Collection

7.1 Information Security. Provider shall maintain commercially reasonable and effective systems to safeguard against unauthorized access, disclosure, use, destruction, loss, or alteration to Confidential Information. Provider shall hold Confidential Information to at least the same extent that it maintains its own Confidential Information, but no less than a reasonable standard of care or any higher standard of care as required by applicable law. Provider shall provide information regarding its security safeguards upon the reasonable request of Client.

7.2 Data Breach Notification. In the event of an actual data, network, or security breach by Provider that affects the confidentiality of Confidential Information, Provider will promptly notify the Client subject to applicable law. Each Party agrees that no public statements will be made regarding a data, network or security breach involving Employee Data without prior written approval from Client. Provider agrees to take reasonable measures to mitigate and notify about the breach pursuant to applicable law.

8. **Representations and Warranties**.

8.1 Mutual Representations and Warranties. Each Party represents, warrants, and covenants to the other Party that:

(a) **Standing; Authority**. It is duly organized, validly existing and in good standing under the laws of the State of its incorporation or other organization and has the full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement.

(b) **No Conflict; No Litigation**. It is not bound by any agreements, obligations, or restrictions, will not assume any obligation or restriction, or enter into any other agreement, that would interfere with its obligations under this Agreement. There is no pending litigation against it that could affect its ability to perform its obligations under this Agreement.

8.2 Additional Representations, Warranties and Covenants by Provider. Provider represents, warrants, and covenants that (a) it has the valid licenses or permissions needed to use the Licensed Material in connection with the Services, and (b) it will perform the Services in a competent and workmanlike manner, and in compliance with all applicable laws and relevant industry codes and standards.

8.3 Additional Representations, Warranties and Covenants by Client. Client represents, warrants, and covenants to Provider that (a) Client has and will have the necessary rights and consents in and relating to the Employee Data so that, as received by Provider or Vendors, the provision of the Employee Data does not misappropriate or otherwise violate any rights of Client Employees or of any third party or violate any applicable law, and (b) the Employee Data is accurate. Client acknowledges that inaccurate Client Data can lead to inaccurate advice and reports in the Wellness Program, and that neither Provider, nor Vendors will be responsible for any inaccuracy in the Client Data.

8.4 Disclaimer of Warranties. THE SERVICES AND THE WELLNESS PROGRAM ARE PROVIDED "AS IS" AND, PROVIDER HEREBY DISCLAIMS, EXCEPT FOR SECTIONS 8.1 AND 8.2, ALL WARRANTIES AS THEY PERTAIN TO PROVIDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR WELLNESS PROGRAM WILL MEET CLIENT'S, CLIENT EMPLOYEES', OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL LICENSED MATERIAL IS PROVIDED "AS IS" AND

PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SAME.

8.5 Indemnification.

(a) **By Provider**. Provider will indemnify, defend and hold Client and its directors, officers, employees and representatives ("Client Personnel") harmless from any and all costs, liabilities, damages, losses, demands, and expenses of every kind, including attorneys' fees, costs and disbursements (collectively, "Damages"), arising out of or relating to any allegations or actual proceedings, investigations, actions, suits, or any other claims (collectively, "Claims") brought by a third party that (i) the Services infringe, misappropriate or otherwise violate the Intellectual Property Rights or similar rights of a third party, or (ii) to the extent that the Claims arise from Provider's gross negligence, willful tortious misconduct, and criminal or illegal acts, including those that cause tangible personal injury or property damage. This Section 8.5(a) notwithstanding, Provider's indemnification obligations shall not exceed the total amount of Fees earned by Provider in the term year in which any Damages were incurred.

(b) **By Client**. To the extent permissible by applicable law, Client will indemnify, defend and hold Provider, its affiliates and Vendors, and their respective directors, officers, employees and representative, harmless from any and all Damages arising out of or relating to any Claims brought by a third party (a) regarding the Employee Data and other items supplied by Client hereunder, including, without limitation, Claims regarding the alleged infringement, misappropriation or other alleged violation of the Intellectual Property Rights, privacy rights, or similar rights of a Client Employee or third party, or (b) that arise from Client's gross negligence, willful tortious misconduct, and criminal or illegal acts, including those that cause tangible personal injury or property damage.

8.6 Indemnification Process. For any Claim made against a Party entitled to be indemnified ("Indemnitee"), the Indemnitee will notify the Party to provide the indemnification ("Indemnifying Party") in writing of the nature of the Claim as soon as practicable after it receives notice of the assertion of the Claim. The failure by an Indemnitee to give such notice will not relieve Indemnifying Party of its obligations, except to the extent that the failure materially prejudices the Indemnifying Party's ability to defend or settle the Claim. Upon receipt of notice, the Indemnifying Party will employ qualified counsel and assume defense of the Claim. Indemnifying Party may not settle any such action without the written consent of an Indemnitee if such settlement imposes any obligation, admission, or liability upon the Indemnitee.

8.7 "Intellectual Property Rights" means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, goodwill, rights in know-how, contractual rights of non-disclosure, and all other proprietary rights, existing now or hereafter, and all applications, registrations, renewals and extensions thereof, in any jurisdiction.

9. Limitation of Liability. NEITHER PARTY NOR A VENDOR WILL BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THAT PARTY KNOWS OR SHOULD KNOW OF THE

POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FURTHER, ANY DAMAGES SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES EARNED BY PROVIDER FOR A TERM YEAR.

10. Miscellaneous.

10.1 Force Majeure. If a Party's performance hereunder is prevented, hindered or delayed by elements of nature, acts of God, acts or threats of war or terrorism, civil disorders, labor disputes, failure of utilities or telecommunications, government action, pandemic or epidemic, or other causes outside of the reasonable control of the affected party, the affected party, upon giving prompt notice to the other party, will be excused from performance for the duration of the condition, provided that the affected party uses commercially reasonable efforts to mitigate the effects.

10.2 Assignment. This Agreement (and the rights and duties hereunder) may not be assigned, delegated, novated, or transferred by either party without the other party's prior written consent, except that either Party may, upon written notice to other Party, assign this Agreement to an affiliate with common ownership and or in connection with a sale of substantially all of its assets, a merger, or sale of substantially all of its outstanding equity.

10.3 Subcontractors. Provider may subcontract the Services to a subcontractor, other third party, or worker ("Subcontractor"), and such parties shall be reasonably supervised in the discharge of their duties and responsible to honor all Provider obligations under this Agreement.

10.4 Independent Parties. This Agreement does not authorize (expressly or by implication) either Party to act on behalf of, or hold itself out as an agent or representative of the other. The parties are independent contractors and legal entities. This Agreement is not intended as, nor will it be construed as, constituting either party as partner, joint venture, or fiduciary of the other.

10.5 No Third-Party Beneficiaries. Except as set forth in Sections 8.5(b), 9 and 10.1 which are expressly intended to be also for the irrevocable benefit of, and shall be enforceable by, Vendors(s), nothing in this Agreement, expressed or implied, is intended to confer upon any person/entity, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10.6 Amendment. This Agreement may only be amended by a subsequently dated written instrument signed by both Parties; however, for the avoidance of doubt, Provider may amend the Program Terms of Use and Vendors may amend the Vendor Terms of Use at any time.

10.7 Waiver; Severability. All waivers must be in writing. A Party's consent to, or waiver of, enforcement of this Agreement on one occasion will not be deemed a waiver of any other provision or such provision on any other occasion. If a court of competent jurisdiction adjudges any provision of this Agreement to be invalid or unenforceable, or if any provision becomes illegal, the remaining provisions of this Agreement, if capable of substantial performance, will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to reform and replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws of Texas, without regard to its choice of law rules.

10.9 Arbitration. Except with respect to any injunctive relief sought by the Parties, any controversy or claim arising out of or relating to this contract, or the breach thereof, if not resolved by informal negotiations, shall be settled by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered into any court having jurisdiction.

10.10 Notices. All notices under this Agreement involving demands, disputes, claims, indemnities, amendments, defaults, breach of contract, administrative proceedings, termination notices or notices of assignment (collectively, "Legal Notices") shall only be sent to the other Party via (i) certified mail, return receipt requested, or (ii) by a nationally recognized private courier or delivery service to the addresses recited in this Agreement, with a copy of any such Legal Notices to also be separately sent to the attention of the receiving Party's Legal Department.

10.11 Entire Agreement. This Agreement, including all attached Schedules (which terms are expressly incorporated and made part of this Agreement), sets forth the complete, exclusive and final agreement of the parties concerning the subject matter hereof, and supersedes, replaces, and merges all prior and contemporaneous agreements, communications and understandings, both oral and written, between them concerning the subject matter hereof.

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

PROVIDER:	**CLIENT:**
RPW SOLUTIONS, LLC	**West Chicago Elementary SD 33**
By:____________________________	By:____________________________
Name: __________________________	Name: Karen Apostoli
Title:___________________________	Title: Executive Director of Business_
Date:___________________________	Date:___________________________
900 South Capital of Texas Highway Suite 350 Austin, TX 78746	Address:West Chicago Elementary School 33 312 East Forest Ave West Chicago, IL 60185

Schedule A
to
Financial Wellness Program Services Agreement

Financial Health Tools: Gives participants the opportunity to complete financial assessments designed to prioritize financial goals, take self-paced financial courses, consume a variety of content, and utilize tools & calculators for specific financial goals

Financial Wellness Coaching: Unlimited access to one-on-one financial coaching that provides participants with assistance with financial goals. Financial wellness coaches will focus on foundational financial topics that cause stress for the majority of people in our society. Financial wellness coaches can be supported by other financial professionals who specialize in helping with advanced financial goals

Preferred Partners & Solutions: FinPath offers strategic financial partners and solutions who deliver targeted support with participants' financial needs. These partnerships can be displayed in the FinPath dashboard based on the clients desired participant experience.

Financial Workshops: A financial workshop is one of the most effective and important resources financial education can provide. By providing financial literacy through a workshop, employees will learn the skills to take control of their personal finances. It shows them what steps to take to improve their financial health and understand the impacts of their financial decisions.