EMPLOYER SERVICES AND AGENT AGREEMENT

First Financial Administrators, Inc. ("**FFA**") and First Financial Capital Corporation ("**FFCC**" and with FFA, "**First Financial**" or "**We**" or "**Us**") is pleased to partner with the employer signing below ("**Employer**" or "**You**"), to assist You with enrolling Your employees in their selected benefits and offer the services You have elected or that You may wish to obtain from time to time (the "**Services**"). The parties agree to the terms and conditions set forth in this Employer Services and Agent Agreement (the "**Agreement**") and in each exhibit ("**Exhibit**") referencing this Agreement, whether entered into at the same time as this Agreement or at a later date. Each Exhibit is incorporated into this Agreement; the Exhibits and this Agreement are collectively referred to as the "**Agreement**."

1. **<u>Our Obligations</u>**.

a. FFA will perform the services selected as of the date hereof, or those added from time to time by Your request (the "**Services**"), in a professional and timely manner, and in compliance with all applicable laws.

b. FFCC will work with You to determine the types of insurance or financial products ("**Products**") that serve Your employees' needs, and will assist You in designing Product proposal specifications, soliciting and evaluating proposals from underwriters or providers of such Products. This assistance is subordinate and subject to Your control and right to determine and select the Products to be offered to Your employees through payroll deduction.

c. To the extent that the facilities of a securities brokerage firm are required to provide the Products, You acknowledge and agree that FFCC will utilize First Financial Securities of America, Inc., a FINRA-licensed securities broker dealer and an affiliate of FFCC, and its registered representatives.

d. FFCC will conduct annual surveys of the performance and status of the Products to assure benefit products are competitive and employees are receiving proper service; and will report any recommendations concerning possible improvement or changes to the Products.

e. In connection with the Services and with the sales of Products, We will provide You with enrollment support during mutually agreeable days and times, and We will provide account managers during the enrollment to answer questions and counsel employees on advantages and disadvantages of various Products. At Your request, We will assist with new hire enrollment.

f. You have requested that We remit or allocate payments for Products (as may be described in the applicable Exhibit). We will apply or allocate amounts received for Products and any applicable Participant Reimbursement Account pursuant to each Participant's elections in accordance with the allocation details You provide. Insurance premiums delivered to Us shall be treated as received by the applicable insurance carrier and We have a fiduciary responsibility for these premiums and any return premium received. Any returned premium will be promptly returned to You or the applicable participant in accordance with the terms of the Plan. Amounts credited to Your account will not be withdrawn except for the purposes described in this paragraph. We will maintain information about premiums collected for each carrier and upon Your direction, if requested by the carrier, will provide such carrier a copy of records related to premiums received and forwarded to it during the term of this Agreement.

g. Subject to <u>Section 5</u> hereof, We will establish an electronic data interchange with insurance carriers and will create consolidated invoices for Your payment of Products. In cases where We agree to administer already-existing insurance coverages, We will include such "grandfathered" products in Our consolidated billing, but we cannot be responsible or liable for customer service functions for such coverages, including premium changes and billing revisions.

h. We will be responsible for providing, administering, managing, and supporting all resources that We require to provide, perform, and deliver the Services. This includes personnel, hardware, software, and facilities.

2. **<u>Your Obligations</u>**. In exchange for the Services, You agree to provide support to Us in the following ways:

a. You hereby appoint FFCC as Your exclusive agent for the Products, and will allow Us to offer Your eligible employees the Products and participant services that You select, whether through a Section 125 flexible benefit plan or other arrangement, to the extent permitted by law, acknowledging that FFCC will receive compensation from the underwriters or vendors of the Products for any sales;

b. You will support annual opportunities to communicate the Product offerings through a jointly determined and approved enrollment process and assist Us by communicating with employees explaining the benefits of meeting with First Financial;

c. You will permit Us opportunities to present to employees prior to enrollment;

d. You will provide Us with adequate working conditions (for example, building space for one-on-one benefit reviews) during annual enrollment meetings;

e. You will provide Us with an employee census and deduction file in order to prepare the enrollment within the time frame agreed upon each year;

f. You will promptly (within 30 days) notify Us of any employee status or eligibility changes due to termination or leave of absence or update the employee record in FFenroll to show this change;

g. You will collect deductions and/or contributions for insurance premiums and any Participant Reimbursement Account pursuant to each Participant's elections and deliver such funds to Us (with allocation details provided via online reconciliation or electronic files) within 30 days of the last payroll deduction in the applicable invoice period, unless other timing is agreed upon; and

h. You will send a deduction file that matches the remittance or utilize Our online billing services to manage billing and payment of Our invoices.

3. **Funds Transfer.** For funds transferred to Us via ACH, We and You agree to be bound by the NACHA Operating Rules (the "**Rules**"), which are incorporated herein; Employer and FFA agree to comply with the Rules. If applicable, You expressly authorize Us to debit Your account and to allocate funds pursuant to the instructions provided via the online reconciliation or an electronic file. The permitted entry code for ACH transactions between You and Us is as prescribed by the Rules. You further authorize Us to electronically credit Your account to correct erroneous debits. To the extent that You are initiating a transaction from any of Your employees' accounts, You represent that You will debit or credit such accounts consistent with the written direction in the benefit election form executed by each employee. You acknowledge that You will not generate transactions that violate the laws or regulations of the United States. You agree that FFA (or its TPA or financial institution) may be required to audit Your policies and procedures for purposes of ensuring compliance with the Rules. Either party may terminate this Agreement for violation of the Rules.

4. **Employer Data**. You will provide or make available to Us, in an agreed-upon format, information and about You and Your employees as is necessary and appropriate for determination of eligibility and Our preparation for the enrollment ("**Master Census File**"; the data in the Master Census File, as updated from time to time, is referred to as the "**Employer Data**"). You authorize Us to use the Employer Data to perform the Services; Our different Services may require updates to Employer Data at varying frequencies. We are authorized to access, use, modify, transmit, maintain, and disclose Employer Data (1) as necessary and appropriate for the completion of the enrollment and to perform the Services throughout the term of this Agreement, (2) in response to a court order or regulatory investigation, or (3) at Your direction or at the direction of the applicable employee. You are and shall remain the owner of the Employer Data. You acknowledge that You have authority to instruct Us in how to handle Employer Data. You agree that We may rely on the accuracy of Employer Data as provided or made available by You. We will utilize reasonable administrative, physical, and technical security measures to protect the confidentiality of the Employer Data, all subject to the privacy and data handling practices described at www.ffga.com/privacy/, as updated from time to time (the "**Data Handling Practices**"). If applicable, each party shall comply with the provisions of the Business Associate Agreement executed by the parties (the "**Business Associate Agreement**" or "**BAA**"), with respect to Employer Data that constitutes "Protected Health Information" under federal law. We understand that for certain Services, We are considered a Business Associate under HIPAA.

The Data Handling Practices and the BAA are incorporated into this Agreement by this reference. You will notify Us if You experience any authorized access to Your information security network or any compromise of Your credentials, if such compromise may impact the accuracy of Employer Data or affect Our provision of Services.

5. **Proprietary Information**. You acknowledge that We (and Our third-party licensors and suppliers) own and will retain all right, title, and interest in and to any computer programs and software, and other proprietary information (collectively, "**IP**") that We provide and use to perform the Services or otherwise made available to You under this Agreement. We represent that We have the rights necessary for You to access and use the IP in the performance of the Services or otherwise in accordance with this Agreement. You agree to use any IP We make available to You under this Agreement solely as necessary to receive the Services. You will identify and assign appropriate access rights to individuals who will access and use Our online service center or the administrator account within FFenroll on Your behalf (the "**Authorized Users**"). You will securely administer the use of access credentials by Your Authorized Users. Access credentials may not be shared or used by more than one individual during any given period of time; however, You may add and remove Authorized Users from time to time, as reasonably necessary to accommodate changes in personnel and duties. You will not, and will not let your Authorized Users modify, reproduce, reverse engineer, duplicate, copy, sell, resell or exploit any portion of Our online or electronic resources. You will be responsible for any access to the portal or any Employer Data input by any Authorized User (or through use of any of their access credentials). You must notify Us immediately of any unauthorized use of access credentials or any other actual or suspected breach of security regarding the portal of which You become aware. We will not be liable for any events or circumstances, or any damages You or any third-party incur, resulting from Your failure to comply with this provision.

6. **Provision of Data to Third Parties At Your Direction**. If You instruct Us to release Employer Data to third parties (to Your insurance carriers or Your System (defined below), for example), You will be responsible for compliance matters relating to that release, and We cannot be held liable for any acts or omissions of such third parties in connection with Employer Data We provide pursuant to this section.

7. **Employer Software Integration** (if applicable). Where You request that We transmit data electronically from and to Your payroll or human resource information system (the "**System**") in order to facilitate Our provision and administration of insurance benefits and Services, You authorize Us to access Employer Data and (if applicable) to return updated information via the electronic methods (e.g., via EDI or API) permitted by Licensor or the System. You may withdraw your authorization upon written notice; We will cease access to the System and terminate any electronic data exchange in place. Where the System does not have a public API/EDI process, You agree to work with Your System's licensor for Us to share certain demographic, financial, or personal data related to Your employees with Your System.

8. **Other Responsibilities**. During the term of this Agreement, We shall maintain insurance coverages applicable to Our business, including statutory workers' compensation coverage and employer's liability; (b) automobile coverage; (c) commercial general liability insurance; and (d) cyber liability insurance. We self-insure for certain professional errors and omissions coverage.

9. **Confidentiality**. Each party shall keep confidential all information acquired relating to the following (all such information, "**Confidential Information**"): (i) the financial condition and other information relating to the business of the other party, including its rates for services and products, its business plans and arrangements; (ii) the administration and management procedures, techniques and practices currently used or acquired after the date hereof; and (iii) other information that should reasonably be assumed to be confidential or proprietary. Neither party shall at any time disclose or use such Confidential Information in any manner other than in connection with the provision or receipt of Services under this Agreement or in connection with enforcing its rights under this Agreement. Neither party shall under any circumstances use Confidential Information of the other party in any way reasonably perceived as detrimental to the other party. Notwithstanding the foregoing, the term "Confidential Information" shall not include the following: any information which was independently developed by a party without the use of the Confidential Information of the other party; any information which is or becomes available in the public domain during the term of the Agreement (without the fault of the other party); any information which is ordered to be released by requirement of a court of law or a governmental agency, statute or regulation; and any information independently made lawfully available to a party as a matter of right by a third party. Notwithstanding the foregoing, each party may disclose to and permit use of the Confidential Information of the other party by their respective legal counsel, auditors and representatives, provided that such legal counsel, auditors or representatives are bound by

obligations of confidentiality. In the event that either party becomes subject to any legal or regulatory process involving the disclosure of Confidential Information, the receiving party will give the disclosing party prompt notice to allow the disclosing party a reasonable opportunity at its own expense to seek a protective order or other appropriate remedies.

10. **Breach of Confidentiality.** If We believe that the security, integrity or confidentiality of any Employer Data or Your Confidential Information in Our possession or control has been compromised or subject to unauthorized access, We will promptly notify You; take prompt action to investigate the incident or potential incident and mitigate any harm flowing from the incident; make any required notifications to third parties at Our expense; and take prompt action to prevent any similar incidents from occurring. If the Employer Data involved constitutes Protected Health Information, We will comply with the provisions of the Business Associate Agreement between Us. You will notify Us promptly if You believe that the confidentiality of Our Confidential Information has been compromised or subject to unauthorized access.

11. **Limitation of Liability**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF FIRST FINANCIAL FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT (INCLUDING ANY EXHIBIT) SHALL BE LIMITED TO THE AMOUNT PAID BY EMPLOYER FOR THE SERVICES WITH RESPECT TO WHICH SUCH CLAIM RELATES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM, EXCEPT WHERE FIRST FINANCIAL HAS ENGAGED IN ANY TYPE OF INTENTIONAL MISCONDUCT. FIRST FINANCIAL SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

12. **Force Majeure.** We will not be responsible or deemed to have breached Our obligations for any interruption or delay in the performance of the Service due to causes beyond Our reasonable control, including but not limited, to: natural disasters; acts of God; civil disturbances; epidemics; disruption of public markets; armed conflict; national, regional, or local emergency; the inability to obtain sufficient materials or services required in the conduct of Our business, including Internet access; telecommunication breakdowns, power outages or shortages; or any change in or the adoption of any law, judgment, or decree. We will use diligent efforts to end the failure or delay and minimize the effects of any Force Majeure Event, and We shall resume the performance of Our obligations as soon as reasonably practicable after the removal of the cause.

13. **Term; Termination**. This Agreement and any Exhibits attached as of the date hereof shall last for one year from the date of Your signature, and after the first year, will automatically renew for additional one-year periods unless and until a party terminates with 60 days' written notice to the other. If an Exhibit doesn't describe an applicable start or ending date, the Exhibit shall be in effect so long as this Agreement is in effect, although individual Services may also be terminated with 60 days' written notice. If all Services provided under Exhibits are terminated or we no longer offer Products to You or Your employees, then this Agreement shall automatically be terminated.

14. **Records; Transition Services**. Each party shall maintain, for such periods as required by applicable law and in any event until the fifth anniversary of the end of the term of the Agreement, records of transactions under this Agreement in accordance with prudent standards of insurance recordkeeping and provide such information to the other parties as is reasonably required to carry out the terms of this Agreement. If reasonably requested by the Texas Department of Insurance ("TDI"), the Agreement and the records of transactions maintained in accordance with this paragraph will be provided to the TDI. At the conclusion of the term, We will deliver or make available to You records relating to the Products and Services. We will reasonably assist (as determined in Our discretion) with the transition of services to another service provider but reserve the right to charge a reasonable market charge for specialized transition assistance.

15. **Notice**. All notices under this Agreement should be in writing sent to the notice address for each party below the signature blocks; a party may change its address by giving notice as described in this Section. Notices shall be deemed to have been received: (a) immediately upon personal delivery; (b) three business days after the date of posting of notice sent by U.S. Mail; or (c) on the date shown on the signature confirmation of the overnight service. We may also post notices regarding the Services on the applicable electronic portal for the Service, provided that such notice is conspicuous upon log on.

16. **Audit**. You will be authorized to perform an audit specifically related to Our performance under this Agreement upon reasonable prior written notice, with any audit to be performed during normal working hours. You acknowledge and agree that if You request an audit and need specialized assistance, You shall reimburse Us for reasonable expenses in assisting You to perform the audit.

17. **Miscellaneous Provisions**.

a. Services are provided to the extent permitted by law. We cannot provide tax or legal advice. You acknowledge and agree that the Services provided under this Agreement (including, but not limited to, information, materials, forms and on-line enrollment or service center access) are not intended to be, and will not be, relied upon by You as legal, financial, or tax advice.

b. The relationship between the parties is that of independent parties contracting with each other for the purpose of carrying out the terms of the Agreement. Nothing in the Agreement shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

c. We may also terminate or modify this Agreement when regulatory changes or restructuring of Our business require such changes.

d. In the event of a dispute, a party will inform the others and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If We are unable to reach a resolution, the parties agree that any unresolved dispute arising out of this Agreement shall be decided exclusively by binding arbitration with a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association, with the place of arbitration to be in the home city of party not making the initial demand. The arbitrator shall use Texas law to understand and enforce the provisions of this Agreement, without regard to its conflicts of laws provisions. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.

e. If any provision of this Agreement, or any Exhibit, is invalid, illegal, or incapable of being enforced, all other terms or provisions shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. We will negotiate in good faith to modify this Agreement or Exhibit, to achieve as close to the original intent as possible.

f. Any amendment to this Agreement or an Exhibit must be in writing and signed by authorized representatives of each Party. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized representative of the Party waiving its right.

g. The Agreement may be executed in one or more counterparts, all of which together will be one original. Signatures to this Agreement may be delivered via PDF, facsimile or other reliable electronic delivery, and shall be binding as if they were originals. A party executing this Agreement electronically is consenting to electronically access, review, sign, and authenticate certain documents and statements.

h. This Agreement, together with any Exhibits, sets forth the entire understanding of the parties regarding the provision of Products and Services and supersedes all prior or contemporaneous agreements, written or oral, between the parties relating to the subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below, and effective September 1, 2026.

FIRST FINANCIAL ADMINISTRATORS, INC.

By: Sherrie Pruitt

Name: Sherrie Pruitt

Title: President

Address for Notice:

16945 Northchase Drive, Suite 1800
Houston, TX 77060

FIRST FINANCIAL CAPITAL CORPORATION

By: Sherrie Pruitt

Name: Sherrie Pruitt

Title: Vice President

Address for Notice:

16945 Northchase Drive, Suite 1800
Houston, TX 77060

GREGORY PORTLAND ISD

By: ____________________

Name: ____________________

Title: ____________________

Date: ____________

Address for Notice:

1200 Broadway Blvd

Portland, TX 78374

The Employer has retained First Financial Administrators, Inc. ("FFA") to provide administrative services concerning the following types of Tax Qualified Accounts and other payroll deducted financial products collectively referred to in the foregoing Agreement as "Financial Products":

Yes	**SECTION 125 ADMINISTRATION**
Yes	**HEALTHCARE FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION**
No	**LIMITED PURPOSE FSA ADMINISTRATION**
Yes	**DEPENDENT CARE ACCOUNT (DCA) ADMINISTRATION**
Yes	**HEALTH SAVINGS ACCOUNT (HSA) ADMNISTRATION**
No	**HEALTH REIMBURSEMENT ARRANGEMENT (HRA) ADMINISTRATION**
Yes	**SECTION 403 (b) ADMINISTRATION**
No	**SECTION 457 ADMINISTRATION**
No	**3121 ADMINISTRATION – FICA ALTERNATIVE**
Yes	**COBRA ADMINISTRATION**

All indicated administrative services include a corresponding exhibit.