PensionBee

AUTOMATIC ROLLOVER AGREEMENT

PLAN INFORMATION

NAME OF PLAN	______________________________
PLAN SPONSOR	______________________________
ADDRESS FOR NOTICES	______________________________ ______________________________
CONTACT NAME	______________________________
CONTACT PHONE NUMBER	______________________________
CONTACT EMAIL	______________________________
PLAN EIN	______________________________
RECORD KEEPER PLAN ID	______________________________
THIRD PARTY ADMINISTRATOR	______________________________

EXECUTION

BY SIGNING THIS PENSIONBEE AUTOMATIC ROLLOVER AGREEMENT, PLAN ADMINISTRATOR, ACTING ON BEHALF OF THE PLAN, AND PLAN SPONSOR EACH AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PENSIONBEE WILL NOTIFY THE PLAN AND PLAN ADMINISTRATOR OF THE ACCEPTANCE OF THIS AGREEMENT BY EACH OF PENSIONBEE AND PENSIONBEE CUSTODIAN & ADMINISTRATOR, AT WHICH TIME THE PLAN MAY BEGIN MAKING DIRECT TRANSFERS OF AUTOMATIC ROLLOVER DISTRIBUTIONS TO PENSIONBEE CUSTODIAN & ADMINISTRATOR FOR THE PURPOSES OF INVESTMENT IN PENSIONBEE IRAS IN THE NAME OF PLAN PARTICIPANTS.

PLAN SPONSOR	PLAN ADMINISTRATOR
______________________________ *[Signature of Authorized Signatory]*	______________________________ *[Signature of Authorized Signatory]*
______________________________ *[Print Name of Authorized Signatory]*	______________________________ *[Print Name of Authorized Signatory]*
______________________________ *[Date of Signature]*	______________________________ *[Date of Signature]*
______________________________ *[Print Contact Email for Plan Sponsor]*	______________________________ *[Print Contact Email for Plan Administrator]*

PENSIONBEE CUSTODIAN & ADMINISTRATOR	**PENSIONBEE INC.**
______________________________	______________________________
[Signature of Authorized Signatory]	*[Signature of Authorized Signatory]*
______________________________	______________________________
[Print Name of Authorized Signatory]	*[Print Name of Authorized Signatory]*
______________________________	______________________________
[Date of Signature]	*[Date of Signature]*

[Remainder of page intentionally blank; Agreement terms follow.]

This is a contract by and between PensionBee (as defined herein), PensionBee Custodian & Administrator (as defined herein), Plan Administrator, acting on behalf of the Plan (as defined herein) and Plan Sponsor (as defined herein) that sets forth the terms and conditions under which PensionBee will accept Automatic Rollover Distributions (as defined herein) from the Plan and establish Individual Retirement Accounts (as defined herein) for Plan participants with respect to whom such Automatic Rollover Distributions are made.

RECITALS

WHEREAS, 29 C.F.R. §2550.404a-2 establishes a safe harbor whereby tax-qualified retirement plans are permitted to make a mandatory distribution (commonly referred to as an involuntary cash-out) to a separating participant, without the participant's consent, if the present value of the participant's vested accrued benefit does not exceed the automatic rollover limit allowed under applicable law from time to time, as of the date hereof, set at $7,000, exclusive of amounts attributed to the participant's rollover contributions to the plan (such limit, the "Automatic Rollover Limit");

WHEREAS, 29 C.F.R. §2550.404a-2 provides that a mandatory distribution from a tax-qualified retirement plan in excess of $1,000 and up to the Automatic Rollover Limit must be transferred directly to an individual retirement plan in the absence of an affirmative election by the participant to receive the distribution directly or to have the distribution paid directly to an eligible retirement plan (any such transfer, together with transfers described in the following recital, commonly referred to as an automatic rollover);

WHEREAS, 29 C.F.R. §2550.404a-2(d) provides that a mandatory distribution from a tax qualified retirement plan of $1,000 or less shall qualify for the protection afforded by the safe harbor described above, provided there is no affirmative distribution election by the participant and the fiduciary makes a rollover distribution of such amount into an individual retirement plan on behalf of such participant in accordance with the conditions described in 29 C.F.R. §2550.404a-2(c), without regard to the fact that such rollover is not described in section 401(a)(31)(B) of the Code (as defined below herein) (any such transfer, together with transfers described in the preceding recital, commonly referred to as an automatic rollover);

WHEREAS, 29 C.F.R. §2550.404a-3 establishes a safe harbor in the case of a terminated individual retirement plan, under which a fiduciary will be deemed to satisfy its duties under section 404(a) of the Employees Retirement Income Security Act of 1974 as long as distributions are transferred directly to an individual retirement plan in the absence of an affirmative election by the participant to receive the distribution directly or to have the distribution paid directly to an eligible retirement plan (any such transfer commonly referred to as termination rollover);

WHEREAS, the Department of Labor has issued regulations that provide a safe harbor under which (1) a plan administrator's designation of an institution to receive an automatic rollover or termination rollover and (2) the initial investment choice for the rolled-over funds will be deemed to satisfy the fiduciary responsibility provisions of section 404(a) of ERISA;

WHEREAS, PensionBee (as defined herein) is an investment adviser registered with the Securities & Exchange Commission and the sponsor and sole portfolio manager of PensionBee IRAs (as defined herein); and

WHEREAS, Plan Administrator desires to select PensionBee IRAs exclusively for all automatic rollovers and termination rollovers from the Plan during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration contained herein, the Parties, intending to be legally bound, hereby agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS; INTERPRETATION.

When used in this Agreement, the following words and phrases will have the meaning assigned to them:

"Agreement" means this Automatic Rollover Agreement and includes the Plan Information, Execution, and Terms and Conditions Sections.

"Automatic Rollover Distribution" means the direct transfer to an Individual Retirement Account of a mandatory distribution as described in section 401(a)(31)(B) of the Code, 29 C.F.R. §2550.404a-2 and 29 C.F.R. §2550.404a-3.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract Effective Date" means the date on which PensionBee notifies Plan Administrator that it has received and accepted this Agreement as completed and executed by Plan Administrator and Plan Sponsor.

"Damages" has the meaning ascribed thereto in Section 9.1(a) (*Indemnification; Liability Limitations*).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Individual Retirement Account" means an individual retirement account within the meaning of section 408(a) of the Code or a Roth individual retirement account within the meaning of section 408A of the Code; an "Individual Retirement Account" also includes an individual retirement plan within the meaning of section 7701(a)(37) of the Code.

"Initial PensionBee Safe Harbor Investment" means the PensionBee model portfolio invested in SPDR® Bloomberg 1-3 Month T-Bill ETF and SPDR® Bloomberg 1-3 Month T-Bill ETF, or any direct successor ETF for either of them.

"Parties" means PensionBee, PensionBee Custodian & Administrator, Plan Sponsor and Plan Administrator, each a "Party".

"PensionBee" means PensionBee Inc., or any permitted successor or assignee thereof in accordance with the terms of this Agreement, from time to time.

"PensionBee Advisory Agreement" means that certain wrap fee investment advisory agreement for the provision of advisory services in connection with a PensionBee IRA, entered into by and between PensionBee and any individual depositor establishing a PensionBee IRA, in each case as amended or restated from time to time.

“PensionBee Custodian & Administrator” means Apex Clearing Corporation, in its capacity as custodian and administrator of a PensionBee IRA, together with any additional custodian and administrator or replacement, successor or assignee custodian and administrator appointed by PensionBee as custodian and administrator for PensionBee IRA’s from time to time.

“PensionBee Custodial Account Agreement” means that certain Individual Retirement Custodial Account Agreement entered into by PensionBee Custodian & Administrator and any individual depositor establishing a PensionBee IRA, in each case as amended or restated from time to time.

“PensionBee IRA” means any Individual Retirement Account governed by the terms and conditions of the PensionBee IRA Agreements, established with PensionBee as sponsor and sole portfolio manager, and a custody account maintained with PensionBee Custodian & Administrator.

“PensionBee IRA Agreements” means with respect to the PensionBee IRA established for each individual Plan participant, (a) the PensionBee Advisory Agreement and (b) the PensionBee Custodial Account Agreement, in each case as amended or restated from time to time.

“PensionBee Safe Harbor Investment” means initially, the Initial PensionBee Safe Harbor Investment, and thereafter shall include any additional or replacement investment product that (i) is available, in accordance with the PensionBee IRA Agreements, for a PensionBee IRA established pursuant to this Agreement and (ii) satisfies the requirements of the Safe Harbor applicable to the Automatic Rollover Distribution which funded such PensionBee IRA; which may include, without limitation, any investment product sponsored by PensionBee or an affiliate of PensionBee, provided such investment product satisfies the requirements of limbs (i) and (ii) above.

“Plan” means the tax-qualified retirement plan identified in the Plan Information Section of this Agreement.

“Plan Administrator” means the plan administrator, named fiduciary, or other fiduciary of the Plan identified in the Execution Section of this Agreement.

“Plan Information and Execution Sections” means the sections of this Agreement so labelled and on which certain information about the Plan is entered by the Plan Administrator and / or Plan Sponsor, as modified by notices provided by Plan Administrator and / or Plan Sponsor to both PensionBee and PensionBee Custodian & Administrator pursuant to Section 10.2 (*Miscellaneous: Notices*).

“Plan Sponsor” means, where the Plan is established or maintained by a single employer, the employer; where the Plan is established or maintained by an employee organization, the employee organization; or, where the Plan is established or maintained by two or more employers or jointly by one or more employers and one or more employee organizations, the joint board of trustees, committee, association, or other similar group of representatives of the parties who establish or maintain the Plan.

“Safe Harbor” means the safe harbor provided by 29 C.F.R. §2550.404a-2, “Safe harbor for automatic rollovers to individual retirement plans”, or 29 C.F.R. §2550.404a-3, “Safe harbor for distributions from terminated individual retirement plans", under which the Plan Administrator is deemed to satisfy its fiduciary obligations under section 404(a) of ERISA in the designation of an institution to receive an automatic rollover and the initial investment choice for the rolled-over funds.

2. EXCLUSIVE IRA PROVIDER FOR AUTOMATIC ROLLOVERS.

During the term of this Agreement as specified in Section 3 (*Term of Agreement*), Plan Administrator, acting on behalf of the Plan, will make all Automatic Rollover Distributions from the Plan directly to PensionBee IRAs established by PensionBee and PensionBee Custodian & Administrator in accordance with the terms of this Agreement for the benefit of Plan participants with respect to whom such Automatic Rollover Distributions are made.

3. TERM OF AGREEMENT.

This Agreement will commence on the Contract Effective Date and continue until terminated as provided herein. This Agreement may be terminated by Plan Administrator or PensionBee at any time and for any reason upon ninety (90) days' notice to the other (in the manner provided in Section 10.2 (*Miscellaneous: Notices*)). Notwithstanding the foregoing, any Party may terminate this Agreement in the event of a material breach of any of the terms or conditions of this Agreement by a Party other than themselves, immediately upon notice (in the manner provided in Section 10.2 (*Miscellaneous: Notices*)) to the other Parties. Termination shall not affect any PensionBee IRA previously established pursuant to this Agreement.

4. OBLIGATIONS OF PENSIONBEE AND PENSIONBEE CUSTODIAN & ADMINISTRATOR.

PensionBee and PensionBee Custodian & Administrator each covenant and agree as follows:

(a) PensionBee Custodian & Administrator will accept custody of each Automatic Rollover Distribution with respect to a Plan participant and transfer such Automatic Rollover Distribution to a PensionBee IRA in the name of such Plan participant;

(b) the rolled-over funds pursuant to an Automatic Rollover Distribution in each PensionBee IRA established pursuant to this Agreement will be invested in a PensionBee Safe Harbor Investment unless and until a Plan participant makes a voluntary selection for an alternative investment that is not a PensionBee Safe Harbor Investment;

(c) PensionBee will use commercially reasonable endeavors to notify Plan Administrator in writing at least ninety (90) days in advance of any investment product proposed as a PensionBee Safe Harbor Investment that is in additional to or in substitution of the Initial PensionBee Safe Harbor Investment or other previously notified PensionBee Safe Harbor Investment;

(d) PensionBee and / or PensionBee Custodian & Administrator will initially charge the fees and expenses listed on the fee schedule provided to Plan Administrator. The fees and expenses attendant to each PensionBee IRA established pursuant to this Agreement will not exceed the rates of fees and expenses charged by PensionBee and PensionBee Custodian & Administrator for comparable PensionBee IRAs for rollover distributions other than Automatic Rollover Distributions, as the same are adjusted from time to time, unless and until a Plan participant makes a voluntary selection for an alternative investment that is not a PensionBee Safe Harbor Investment;

(e) each Plan participant on whose behalf an Automatic Rollover Distribution is made directly to a PensionBee IRA for the benefit of such Plan participant will have the right to enforce the terms and conditions of the PensionBee IRA Agreements applicable to their PensionBee IRA against PensionBee and / or PensionBee Custodian & Administrator, as applicable, including, but not limited to, Sections 4(b) and 4(d) of this Agreement. A Plan participant's right under this Section 4(e) shall survive termination of this Agreement; and

(f) If while attempting to establish a PensionBee IRA rollover account for a Plan participant, it is discovered that the intended account owner / Plan participant died prior to the establishment of the PensionBee IRA, the funds the subject of the Automatic Rollover Distribution shall remain assets of the Plan. In that event, PensionBee Custodian & Administrator will return such funds to Plan Administrator.

5. OBLIGATIONS AND COVENANTS OF PLAN ADMINISTRATOR AND PLAN SPONSOR.

Plan Administrator, on behalf of itself and the Plan, and Plan Sponsor, each covenants and agrees that:

(a) the Plan will make rollover distributions to PensionBee IRA that are Automatic Rollover Distributions with respect to Plan participants;

(b) the Plan will furnish each Plan participant whose vested accrued benefit is transferred to a PensionBee IRA with a summary plan description or summary of material modifications that provides the information specified in the Safe Harbor;

(c) PensionBee and PensionBee Custodian & Administrator will not be liable to the Plan, Plan Administrator or Plan Sponsor for its acts or omissions based on instructions received from Plan Administrator or its agents;

(d) PensionBee and PensionBee Custodian & Administrator are authorized by Plan Administrator to rely on instructions given by Plan Administrator to each of them;

(e) each of PensionBee and PensionBee Custodian & Administrator shall have no responsibility to ascertain whether any direction received by either of them from Plan Administrator is in compliance with ERISA, the Code, the terms of the Plan or applicable law;

(f) PensionBee Custodian & Administrator shall treat the Plan as not including Roth accounts unless informed by Plan Administrator or its authorized agent that such Plan includes Roth accounts. For Roth accounts, Plan Administrator or its authorized agent, shall also identify any portion of the rollover which is to be placed into a separate non-Roth account; and

(g) without prejudice to Section 9 (*Indemnification; Liability Limitations*), in relying on the directions received by PensionBee and / or PensionBee Custodian & Administrator and reasonably believed by either of them to be from individuals authorized by Plan Administrator shall be fully indemnified by Plan Administrator and be without liability to the Plan, Plan Administrator, Plan Sponsor, Plan participants, the Plan or any other person or entity for any action taken or omitted by it in reliance upon such directions.

6. **ACKNOWLEDGMENT OF PLAN**.

6.1 Each of Plan Administrator, on behalf of itself and the Plan, and Plan Sponsor, acknowledge that the availability of the Safe Harbor depends on compliance with its terms and that responsibility for compliance with such terms rests with Plan Administrator, Plan Sponsor and Plan.

6.2 The Parties each agree that any queries, communications, complaints or objections raised by any Plan participants the subject of an Automatic Rollover Distribution resulting in such Plan participant holding a PensionBee IRA (each a "Relevant Plan Participant") in relation to Plan Sponsors' and/or Plan Administrator's decision or exercise of its discretions, powers or rights in accordance with the Safe Harbor resulting in such Relevant Plan Participant (i) becoming a customer of PensionBee as their RIA, (ii) having their account managed by PensionBee on a discretionary basis and PensionBee Custodian & Administrator being their custodian and IRA administrator; (iii) the transfer of their Plan account to a new provider, PensionBee, or (iv) any matters regarding such Relevant Plan Participant's elections to withdraw funds or any questions or advice in relation to tax implications of their election, are in each case to be directed to contact Plan Administrator and/or Plan Sponsor, and Plan Administrator and Plan Sponsor each agree that they shall promptly and diligently directly address with any Relevant Plan Participant, any such queries, communications, complaints or objections.

7. **REPRESENTATIONS AND WARRANTIES: PLAN ADMINISTRATOR**.

Each of Plan Administrator, on behalf of itself and the Plan, and Plan Sponsor, represents and warrants to and for the benefit of each of PensionBee and PensionBee Custodian & Administrator that (i) it is a named fiduciary or other fiduciary of the Plan with authority to enter into this Agreement on behalf of the Plan; (ii) once executed and delivered, this Agreement constitutes a valid and binding agreement of Plan Administrator, Plan Sponsor and the Plan; (iii) any automatic rollover distribution made to a PensionBee IRA shall be made pursuant to the terms of the Plan, the Code, and any applicable laws; (iv) to its knowledge neither the selection of PensionBee, pursuant to the PensionBee Advisory Agreement, nor PensionBee Custodian & Administrator pursuant to the PensionBee Custodial Account Agreement, in connection with the provision of Individual Retirement Accounts pursuant to any Automatic Rollover Distribution nor the investment of funds of an Individual Retirement Account established pursuant to this Agreement in the manner contemplated in section 4(b) of this Agreement will result in a prohibited transaction under section 406 of ERISA or section 4975 of the Code, unless exempted from such provisions by a prohibited transaction exemption issued pursuant to section 408(a) of ERISA or section 4975(c)(2) of the Code; and (v) Plan Administrator and Plan Sponsor have each relied on its own legal counsel or other tax / employee benefit professionals for advice in taking actions under the Plan, taking actions to meet the Safe Harbor requirements and in executing this Agreement.

8. **CONFIDENTIALITY**.

Each of the Parties may share with its respective Plan Administrators and affiliated companies to the extent necessary, and the officers, employees, advisors, attorneys, auditors and agents of each of them, such confidential information as required for each Party, those Plan Administrators or agents to carry out their responsibilities with regard to services involving this Agreement, the PensionBee IRA Agreements for any Plan participant and PensionBee IRAs, including without limitation, as may be necessary by reason of legal, accounting or regulatory requirements or pursuant to court order, or in accordance with the requirements of any applicable law. The Plan Administrator authorizes PensionBee and / or PensionBee Custodian & Custodian to release all records and information upon receipt of any request, audit or exam by the Department of Labor (DOL), without the need for authorization from the Plan or a subpoena or court order from the DOL.

9. INDEMNIFICATION; LIABILITY LIMITATIONS.

9.1 Regardless of whether the Plan is ongoing or has been terminated, each of Plan Administrator, on its own behalf and on behalf of the Plan, and Plan Sponsor hereby jointly and severally:

(a) indemnify and hold PensionBee harmless from any and all liability, claims, damages, costs or expenses (including reasonably incurred attorneys' fees) (collectively "Damages") arising from or claimed to have arisen from (a) Plan Sponsor's or Plan Administrator's breach of this Agreement, except Damages arising from PensionBee's negligence, bad faith or willful misconduct; (b) Plan Administrator's or its authorized agent's negligence, bad faith or willful misconduct; (c) Plan Sponsor's violation of the Plan or law governing the Plan, or the Code or the Laws; (d) inaccurate information provided by Plan Administrator or its authorized agent about any Plan participant, the Plan, or the assets transferred to the IRA; (e) any acts or omissions of Plan Administrator, the agents of Plan Administrator or any fiduciary under the Plan; (f) any actions or omissions of PensionBee arising out of or resulting from the PensionBee's reliance upon the information provided by Plan Administrator or its authorized agent; (g) any actions or omissions of PensionBee, arising out of or resulting from PensionBee's execution of any direction to so act or fail to act provided by Plan Administrator or its authorized agent; and (h) the failure or breach of any of Plan Administrator's or Plan Sponsor's representations or warranties; and

(b) indemnify and hold PensionBee Custodian & Administrator harmless from any and all Damages arising from or claimed to have arisen from (a) Plan Sponsor's or Plan Administrator's breach of this Agreement, except Damages arising from PensionBee Custodian & Administrator's negligence, bad faith or willful misconduct; (b) Plan Administrator's or its authorized agent's negligence, bad faith or willful misconduct; (c) Plan Sponsor's violation of the Plan or law governing the Plan, or the Code or the Laws; (d) inaccurate information provided by Plan Administrator or its authorized agent about Plan participant, the Plan, or the assets transferred to any PensionBee IRA; (e) any acts or omissions of Plan Administrator, the agents of Plan Administrator or any fiduciary under the Plan; (f) any actions or omissions of PensionBee Custodian & Administrator arising out of or resulting from PensionBee Custodian & Administrator's reliance upon the information provided by Plan Administrator or its authorized agent; (g) any actions or omissions of PensionBee Custodian & Administrator, arising out of or resulting from

PensionBee Custodian & Administrator's execution of any direction to so act or fail to act provided by Plan Administrator or its authorized agent; and (h) the failure or breach of any of Plan Administrator's or Plan Sponsor's representations or warranties.

9.2 PensionBee will indemnify and hold Plan Administrator harmless from any and all Damages arising from or claimed to have arisen from (a) PensionBee's breach of this Agreement, except Damages arising from the negligence, bad faith or willful misconduct of Plan Administrator or its authorized agent, including inaccurate information provided by Plan Administrator or its authorized agent about any Plan participant, the Plan, or the funds / assets transferred to any PensionBee IRA; (b) PensionBee's negligence, bad faith or willful misconduct; and (c) the failure or breach of any of PensionBee's representations or warranties given pursuant to this Agreement.

9.3 PensionBee Custodian & Administrator will indemnify and hold Plan Administrator harmless from any and all Damages arising from or claimed to have arisen from (a) PensionBee Custodian & Administrator's breach of this Agreement, except Damages arising from the negligence, bad faith or willful misconduct of Plan Administrator or its authorized agent, including inaccurate information provided by Plan Administrator or its authorized agent about any Plan participant, the Plan, or the funds / assets transferred to any PensionBee IRA; (b) PensionBee Custodian & Administrator's negligence, bad faith or willful misconduct; and (c) the failure or breach of any of PensionBee Custodian & Administrator's representations or warranties given pursuant to this Agreement.

9.4 In no event shall the terms of the Plan or this Agreement, either expressly or by implication, be deemed to impose upon PensionBee or PensionBee Custodian & Administrator any power or responsibility other than those set forth specifically in this Agreement. Each of PensionBee and PensionBee Custodian & Administrator may assume until advised to the contrary that the Plan and the trust funding the Plan are (or were at all relevant times, if the Plan is terminated) qualified under Section 401(a) of the Code and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws, or, if applicable, that the Plan is a 403(b) or 457(b) retirement plan exempt from taxation as provided under Sections 403(b) or 457(b) of the Code, as applicable.

9.5 Nothing in this Agreement makes or is intended to make either PensionBee or PensionBee Custodian & Administrator a sponsor or administrator of the Plan and, to the contrary, the intent of the Parties is that PensionBee and PensionBee Custodian & Administrator are not fiduciaries of the Plan under ERISA, the Code or any other applicable Laws, and each of Plan Administrator, on its own behalf and on behalf of the Plan, and Plan Sponsor, hereby represents, warrants and undertakes that it has not previously and will not at any point in future assert that PensionBee or PensionBee Custodian & Administrator are singly or collectively a fiduciary / ies of the Plan under ERISA, the Code or any other applicable law.

9.6 Neither PensionBee nor PensionBee Custodian & Administrator shall have any responsibility to determine whether distributions from the Plan comply with the provisions of the Plan, the Code, or ERISA, as applicable, and shall have no responsibility to pay funds to individuals pursuant to terms of the Plan.

9.7 The terms of this Section 9 (*Indemnity; Liability Limitations*) shall survive the termination of this

Agreement.

10. MISCELLANEOUS

10.1 **Assignment; Successors; Third Party Beneficiaries**. No Party may assign its rights or delegate its duties under this Agreement without the prior written consent of all other Parties except that each of PensionBee and PensionBee IRA Custodian & Administrator may assign their respective rights or delegate their respective duties to an affiliate or to a successor entity of PensionBee or PensionBee IRA Custodian & Administrator, as applicable, in connection with a merger or sale of substantially all of its assets, subject in each instance to such transferee having all applicable approvals, registrations or other licenses as held by the transferor Party to enable them to be transferee of and carry out their obligations pursuant to such transferred rights or obligations. Subject to the preceding sentence, this Agreement will apply to and inure to the benefit of the successors and permitted assigns of the Parties. Except as provided in Section 4(e) (*Obligations of PensionBee and PensionBee Custodian & Administrator*) of this Agreement, nothing in this Agreement will be construed to give any person other than the Parties to this Agreement (and their successors and permitted assigns) any legal or equitable right, remedy, or claim under or relating to this Agreement.

10.2. **Notices**. All notices or other communications under this Agreement must be in writing and sent by either email to the email addressed specified below in this section, or such other email address as a Party may designate by notice issued in accordance with this Section 10.2 (*Miscellaneous: Notices*) from time to time, or registered mail, return receipt requested, to the address specified in this section or to such other address as a Party may designate by notice issued in accordance with this Section 10.2 (*Miscellaneous: Notices*) from time to time.

(a) **Notices to the Plan or Plan Sponsor**: to the email address and / or registered address specified for the Plan or Plan Sponsor in the Plan Information Section.

(b) **Notices to PensionBee:**

PensionBee Inc.
Attention: General Manager US
85 Broad Street
New York, NY, 10004
Email: safeharbor@pensionbee.com
With Copy to:
Attention: Legal Department
Email: legalUS@pensionbee.com

(c) **Notices to the PensionBee IRA Custodian & Administrator:**

Apex Clearing Corporation
350 North St. Paul Street, Suite 1300
Dallas, Texas 75201
With Copy to:
Attention: Legal Department
Email: legal-apex@apexclearing.com

(d) Notices given in accordance with this section will be deemed effective on the date of receipt, if issued by email on a Business Day before 4.30 p.m. (local time) in the location of the recipient of the notice, or if received after that time, the next occurring Business Day, and otherwise, the earlier of actual receipt or five (5) days following deposit in the United States mail, postage prepaid.

10.3 **Complete Agreement**. This writing contains the entire agreement of the Parties and there are no promises, understandings, or agreements of any kind pertaining to this Agreement other than stated herein.

10.4 **Governing Law**. This Agreement will be construed and enforced in all respects, including as to its existence and enforceability in accordance with the laws of the State of New York without regard to the legislative or judicial conflicts of law rules of any state.

10.5 **Remedies**. Notwithstanding any provisions to the contrary, no Party shall be liable to any other Party, whether in contract, warranty, tort (including negligence or strict liability), or otherwise, for any special, indirect, incidental, or consequential damages.

10.6 **Dispute Resolution**. The Parties agree to attempt to resolve any disputes arising out of the Agreement in good faith prior to initiating litigation, including engaging in mediation with the agreement of all Parties. However, nothing in this provision precludes any Party from seeking injunctive relief to prevent the disclosure of proprietary or confidential information.

IN WITNESS WHEREOF, each of Plan Administrator, acting on behalf of itself and the Plan, and Plan Sponsor have completed and executed the Plan Information and Execution Sections herein.

Please email your signed Agreement to AutomaticRollovers@pensionbee.com.

For more information on PensionBee or PensionBee IRAs, please visit the PensionBee Website (www.pensionbee.com) or call Automatic Rollovers Team on (718) 504-8093 or email AutomaticRollovers@pensionbee.com.

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