



ROCKY MOUNTAIN RESERVE (RMR)
SERVICES AGREEMENT FOR

Cafeteria Plan
Health Flexible Spending Account (FSA)

Dependent Care Account Flexible Spending Account (DCA)

Recitals

Laramie County has established a program to make certain benefits available to its employees. The program includes:

- Tax-favored arrangements such as pre-tax payment of the employee share of the cost for certain benefits including:
 - Health Flexible Spending Account (FSA)
 - Dependent Care Assistance Program (Dependent Care FSA)

The components of the program are subject to various legal requirements under ERISA, COBRA, HIPAA, the Code, and other laws.

The Plan is required to offer continuation of coverage to certain individuals pursuant to the provisions of §4980B of the Code and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as “COBRA”).

Rocky Mountain Reserve is in the business of assisting with the performance of various services related to employee benefit programs. Laramie County has requested that Rocky Mountain Reserve assist it, and act on its behalf, with respect to a variety of services as described in this Agreement. Rocky Mountain Reserve is not providing tax or legal advice, and Laramie County shall be solely responsible for determining the legal and tax status of the program. To the extent Rocky Mountain Reserve is considered a business associate under HIPAA with regard to one or more elements of the

program, the necessary parties have entered into a separate business associate agreement (or agreements) to document compliance with HIPAA's privacy, security, breach notification, and electronic data interchange (EDI) requirements.

In consideration of the mutual promises contained in this Agreement, Laramie County and Rocky Mountain Reserve agree as follows.

Article I: Introduction

1.1 Effective Date and Term

The effective date of this Agreement is July 1, 2025 ("Effective Date"). This agreement shall remain in effect until the Agreement is terminated in accordance with section "Termination of Agreement" herein.

1.2 Scope of Undertaking

Employer has sole and final authority to establish, maintain, control, and manage the operation of the Program. Rocky Mountain Reserve is and shall remain an unrelated contractor with respect to the services being performed hereunder, and no representative of Rocky Mountain Reserve shall for any purpose be deemed an employee of Employer. Nor shall Rocky Mountain Reserve and Employer be deemed partners, engaged in a joint venture, or governed by any legal relationship other than that of unrelated contracting parties. Rocky Mountain Reserve expressly does not assume any responsibility for the general design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is Rocky Mountain Reserve in any way to be deemed an insurer, Rocky Mountain Reserve, or guarantor with respect to any benefits payable under the Program. Rocky Mountain Reserve merely facilitates payments of insurance premiums to the applicable insurer or reimbursements to participants and does not assume any financial risk or obligation with respect to premium payments or claims for benefits payable by Employer under the Program. To the fullest extent permitted under applicable law, Rocky Mountain Reserve does not intend to be the "named fiduciary," "plan sponsor," or "plan administrator" (as such terms are described in ERISA, other applicable law, or the Program documentation) or assume any of the obligations or responsibilities corresponding to those designations. Unless required by applicable law, nothing in this Agreement shall be deemed to (a) render the Rocky Mountain Reserve a party to the Program; (b) confer upon Rocky Mountain Reserve any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program; or (c) impose upon Rocky Mountain Reserve any obligation to any employee of Employer, any Participant, or any person otherwise entitled to benefits through the Program.

1.3 Definitions

"Agreement" means this Rocky Mountain Reserve Services Agreement, including all Appendices hereto.

"Appendix" or "Appendices" means one or more appendices to this Agreement, which are incorporated by reference into and form part of this Agreement.

"Business Associate Contract" means any separate agreement entered into between one or more employee benefit plans or arrangements (as covered entities, or by Employer on their behalf) under the Program and the Rocky Mountain Reserve (as business associate) to document compliance with HIPAA's privacy, security, breach notification, and electronic data interchange (EDI) requirements.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including regulations thereunder.

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

"Dependent Care FSA" means a dependent care assistance program (Dependent Care FSA) under Code §129 offered under the Employer's Code §125 cafeteria plan.

"Employer" means Laramie County, and refers to the Employer in its various roles, including (as applicable) Named Fiduciary, Plan Administrator, and Plan Sponsor.

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

"Effective Date" has the meaning given in Section 1.1.

"Electronic PHI" is a type of PHI and has the meaning assigned to such term under HIPAA.

"Health FSA" means a health flexible spending arrangement (Health FSA) under Code §105 offered under the Employer's Code §125 cafeteria plan.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, including regulations thereunder.

"Litigation" means any litigation or other proceeding, including but not limited to any judicial or administrative proceeding, involving a dispute arising under COBRA or this Agreement, or an audit, investigation, or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer, the Plan Administrator, or Rocky Mountain Reserve.

"Named Fiduciary" means, with respect to any Plan subject to ERISA, the named fiduciary as defined in ERISA §402(a)(1). The Employer is the Named Fiduciary for any Plan subject to ERISA unless another party is identified as the Named Fiduciary in applicable Plan documentation.

"Participant" means any individual participating in the Program.

"Plan" means each portion of the Program through which benefits are provided.

"Plan Administrator" means, with respect to any Plan subject to ERISA, the administrator as defined in ERISA §3(16)(A). The Employer is the Plan Administrator for any Plan subject to ERISA unless another party is identified as the Plan Administrator in applicable Plan documentation.

"Plan Sponsor" means the Employer.

"Program" means the program established by the Employer to make certain benefits available to its employees (as described in the Recitals) and refers to the Plans collectively.

"Protected Health Information" or "PHI" has the meaning assigned to such term under HIPAA.

"Rocky Mountain Reserve" or "RMR" means Rocky Mountain Reserve, LLC

Article II: Employer Responsibilities

2.1 Sole Responsibilities

(a) General. Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for establishing, administering, construing, and interpreting the provisions of the Program and making all determinations thereunder. Employer gives Rocky Mountain Reserve the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and Rocky Mountain Reserve. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits.

(b) Responsibilities. Without limiting Employer's responsibilities with respect to any Plan, it shall be Employer's sole responsibility and duty to ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns relating to the Plans; collect and forward any fees related to the Plans; determine if and when a valid election change has occurred; handle Participant claim appeals; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, the Code, and other applicable federal and state laws. Employer's engagement of Rocky Mountain Reserve to assist it in meeting any such obligation does not relieve Employer of responsibility for the obligation.

2.2 Service Charges; Fees and Expenses

Employer shall pay Rocky Mountain Reserve the service charges set forth in the Appendices hereto, as described in Article V. All service charges and fees shall be guaranteed to the Employer for a period of three (3) years from the effective date of this agreement. After this time period, Rocky Mountain Reserve reserves the right to adjust service charges and fees given that Rocky Mountain Reserve provides the employer with a minimum 30 day notice.

2.3 Benefit Funding

Employer shall promptly make funds available for the payment of Program benefits as described in Article IV. These funds shall be clearly separate from any funds otherwise made available for other purposes (e.g., service charges, fees and expenses). It is the Employer's intent

that the Program be operated to fall within an exception or nonenforcement policy with respect to ERISA's trust requirement for plan assets.

2.4 Information to Rocky Mountain Reserve

Employer shall furnish the information requested by Rocky Mountain Reserve as determined necessary to perform Rocky Mountain Reserve's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Such information shall be provided to Rocky Mountain Reserve in the time and in the manner agreed to by Employer and Rocky Mountain Reserve. Rocky Mountain Reserve shall have no responsibility with regard to benefits paid (or not paid) in error, or with regard to failure to timely provide required notices or other communications, due to Employer's failure to timely update or ensure the accuracy of such information. Employer shall be responsible for ensuring the accuracy of all information provided, and bears the burden of proof in any dispute with Rocky Mountain Reserve relating to the accuracy of any information provided to Rocky Mountain Reserve. Rocky Mountain Reserve shall have no liability to Employer or any Participant as a consequence of an inaccurate information provided, and Rocky Mountain Reserve shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to Rocky Mountain Reserve as a consequence of Employer failing to review information for accuracy. Rocky Mountain Reserve shall assume that all such information that appears at least facially reasonable is complete and accurate, and is under no duty to question the completeness or accuracy of such information. With respect to any Plan subject to the HIPAA privacy rule, such information (once in the possession of Rocky Mountain Reserve) shall be considered PHI, and when transmitted by or maintained in electronic media thereafter shall be considered ePHI, subject to the privacy, breach notification, and security rules under HIPAA and the applicable separate Business Associate Contract.

Employer will provide Rocky Mountain Reserve with the names of individuals authorized to act for the Employer in connection with this Agreement.

2.5 Compliance

Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations. Employer acknowledges that Rocky Mountain Reserve is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program. Rocky Mountain Reserve will provide information requested by the Employer in the assistance of the Employers sole obligation to complete and file any forms or documents for legal purposes.

2.6 Financial Responsibility for Claims

Employer is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. Rocky Mountain Reserve does not insure or underwrite the liability of Employer under the Program. Except for (a) expenses required for Rocky Mountain Reserve to be in the business of providing services under this Agreement; and (b) expenses specifically assumed by Rocky Mountain Reserve in this Agreement, Employer is responsible for all expenses incident to the Program.

2.7 Medical Records

Employer shall, if required by law or regulation, (a) notify each Participant and provide each Participant with an opportunity to opt out (if required); or (b) obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including without limitation HIPAA and the Gramm-Leach-Bliley Act) to permit Employer and Rocky Mountain Reserve to perform their respective obligations under this Agreement.

2.8 HIPAA Privacy and Security

With respect to any Plan or arrangement under the Program that is subject to the HIPAA privacy rule, Employer shall provide Rocky Mountain Reserve with certification that the applicable Plan document has been amended as required by the privacy rule to permit disclosures of PHI to Employer for plan administration purposes and that Employer agrees to the conditions set forth in applicable Plan documentation. Upon request, Employer will provide a copy of any applicable Plan amendments to Rocky Mountain Reserve. Other aspects of the HIPAA privacy, breach notification, and security rules are reflected in the separate applicable Business Associate Contract. In the event of a conflict between this Agreement and the Business Associate Contract regarding HIPAA compliance obligations, the terms of the Business Associate Contract will control.

Article III: Rocky Mountain Reserve Responsibilities

3.1 Limited Responsibilities

Rocky Mountain Reserve's sole responsibilities shall be as described in this Agreement, including the obligations listed in any Appendix to this Agreement. Rocky Mountain Reserve generally provides certain reimbursement, recordkeeping, and other administrative services, as described further below. The Rocky Mountain Reserve and any subcontractors (as described below) will carry out these duties in accordance with the Plan documents and applicable law.

3.2 Customer Service

Rocky Mountain Reserve shall provide customer service personnel during normal business hours as determined by Rocky Mountain Reserve. Subject to the terms of any Business Associate Contract, Rocky Mountain Reserve shall not be deemed in default of this Agreement as a result of, nor held responsible for, any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment, or decree.

3.3 Benefit Processing and Payment

Rocky Mountain Reserve shall, on behalf of Employer, operate under the express terms of this Agreement and the Program. Rocky Mountain Reserve shall accept and process claims of Participants received by Rocky Mountain Reserve for benefits under the Program in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. Rocky Mountain Reserve shall adjudicate and pay Program benefits to Participants, as set forth in this Article III and Article IV, in accordance with Plan terms and in its usual and customary manner. Where a claim is not paid in full, Rocky Mountain Reserve shall provide written denial notices in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. Rocky Mountain Reserve shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, or Program administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that (a) Rocky Mountain Reserve has no responsibility, liability, or obligation with respect to Prior Reimbursement Requests or Prior Administration; and (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements.

In consideration for the services provided by RMR in accordance with this Agreement, Employer agrees to pay RMR the applicable Service Charges in accordance with this Agreement. Notwithstanding any provision herein to the contrary, Employer and RMR intend and agree that any funds submitted by Employer to RMR: (i) are and shall remain the general assets of Employer; (ii) are not "plan assets" within the meaning of ERISA (without regard to whether ERISA applies); (iii) were never held in an account, fund, or trust bearing the name of a Benefit Plan or any participants or beneficiaries thereof.

3.4 Bonding and Insurance Coverage

Rocky Mountain Reserve has, and will maintain, a fidelity bond for all persons involved in collecting money or making claim payments, and all officers of Rocky Mountain Reserve. This bond covers the handling of Employer's and Participants' money and must protect such money from losses by dishonesty, theft, forgery or alteration, and unexplained disappearance. Such bond shall be in an amount sufficient to at least satisfy the fidelity bonding requirement under ERISA §412 and any other applicable bonding requirement(s). Rocky Mountain Reserve shall also maintain business liability coverage in the amount of at least \$1 million. Rocky Mountain Reserve shall provide proof of such bonding and business liability coverage upon Employer's request.

3.5 Reporting

As permitted under, and in accordance with, a Business Associate Contract (if applicable), Rocky Mountain Reserve shall make available to Employer at least monthly via electronic

medium (unless otherwise agreed by the parties) reports summarizing the reimbursement account activities. Rocky Mountain Reserve shall also make available to Participants at least monthly via electronic medium a report showing individualized payment history, status of claims, and the amounts and transactions of the individual accounts during the preceding month. All disclosures under this section shall be made in accordance with HIPAA, including the minimum necessary standard. The employer is responsible for reviewing the reports made available via electronic medium (unless otherwise agreed by the parties) and notifying Rocky Mountain Reserve of any errors of which it is aware within a reasonable period of time after reviewing them.

3.6 Claims Appeals

Rocky Mountain Reserve shall refer to Employer or its designee, for final determination, any claim for benefits or coverage that is appealed after initial denial by Rocky Mountain Reserve, or any class of claims that Employer may specify, including (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

3.7 Additional Documents

If Employer requests, and Employer and Rocky Mountain Reserve mutually agree upon payment of applicable fees, then Rocky Mountain Reserve shall furnish Employer (a) sample documents, to be reviewed by Employer with its legal counsel, for creation of customized documentation for the Program to be approved and executed by Employer, including board resolutions, summary plan descriptions (SPDs), plan documents, and plan amendments (if any); and (b) sample administrative forms needed for Rocky Mountain Reserve to perform its duties under this Agreement. Employer acknowledges that Employer is solely responsible for determining the legal and tax status of the Program and the legal sufficiency of all governing documents.

3.8 Recordkeeping

Rocky Mountain Reserve shall maintain, for the duration of this Agreement, the usual and customary books, records, and documents, including electronic records, that relate to the Program and its Participants that Rocky Mountain Reserve has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at Rocky Mountain Reserve's offices with reasonable prior notice. No documentation shall be destroyed by Rocky Mountain Reserve. If this Agreement terminates Rocky Mountain Reserve will make available for retrieval, all such books, records, and documents to Employer, subject to Rocky Mountain Reserve's right to retain copies of any records it deems appropriate. Employer shall be required to pay Rocky Mountain Reserve reasonable charges for transportation of such records. To the extent that any records are provided in an electronic format, the format must be readily accessible and usable by Employer.

Notwithstanding the foregoing, upon termination of this Agreement, Rocky Mountain Reserve must comply with the terms of any applicable separate Business Associate Contract with respect to the destruction or return of all PHI, including PHI that is in the possession of subcontractors or agents of Rocky Mountain Reserve.

3.9 Standard of Care; Erroneous Payments

Rocky Mountain Reserve shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement, provided that a higher standard of care will be exercised where required by applicable law.

3.10 Notices to Employer

Rocky Mountain Reserve shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices, including any notices required by state or federal law (including, but not limited to, HIPAA and the Gramm-Leach-Bliley Act) or the Business Associate Contract.

3.11 Nondiscretionary Duties; Additional Duties

Rocky Mountain Reserve and Employer agree that, to the fullest extent permitted by applicable law, the duties to be performed under this Agreement by Rocky Mountain Reserve are nondiscretionary duties. Rocky Mountain Reserve and Employer may agree to additional duties in writing as may be specified in an amendment to this Agreement, including amendment to any of the Appendices from time to time. With respect to any such additional duties, Rocky Mountain Reserve and Employer agree that, to the fullest extent permitted by applicable law, any such additional duties shall be nondiscretionary duties.

3.12 Subcontractors

Rocky Mountain Reserve may engage subcontractors to assist Rocky Mountain Reserve in the performance of its obligations under this Agreement. Subcontractors may include, among others, electronic, cloud, or other data storage providers, and vendors of debit card services. The Employer must be promptly notified of the initial engagement of a subcontractor and any subsequent material modifications to the subcontractor relationship, including changing subcontractors, discontinuing use of a subcontractor, and change in scope of subcontractor responsibilities. Rocky Mountain Reserve guarantees the subcontractor's performance to the same degree as if the Rocky Mountain Reserve provided the services directly. Rocky Mountain Reserve will ensure that, if necessary, a Business Associate Contract is in place with respect to applicable services provided by a subcontractor.

Article IV: Benefit Program Payment; Employer's Funding Responsibility

4.1 Funding of Benefits

Funding for any benefit payment to (or on behalf of) the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is

the sole responsibility of Employer. Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses as described in the applicable Plan documents, if such expenses are incurred and the claim is presented for payment during the term of this Agreement or any subsequent run-out period as may be specified in the applicable Plan documents.

Employer agrees to provide funds to Rocky Mountain Reserve in the form of an initial up-front payment prior to Rocky Mountain Reserve making any payments to the Participants under the Programs. This up-front payment amount will depend on the frequency of funding, if funded on a weekly basis, the amount will be equal to 10% of annual elections. Upon termination of the benefit, Rocky Mountain Reserve will return this up-front payment to the Employer no later than ninety (90) days from the end of the plan year or end of the run-out period, whichever is later.

Article V: Rocky Mountain Reserve Compensation

5.1 Service Charges

The monthly service charges of Rocky Mountain Reserve are described in the Appendices. Rocky Mountain Reserve may change the amount of such charges during the term of this Agreement only upon mutual agreement and with at least thirty (30) days' advance written or electronic notice to Employer. The parties may agree that a change in service charges will take effect sooner in certain circumstances, such as in the event of a material Program change.

5.2 Billing of Charges

All service charges of Rocky Mountain Reserve shall be billed separately from statements for payment of premiums and claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

5.3 Payment of Charges

All charges under this Article V shall be determined by Rocky Mountain Reserve and billed to Employer monthly. Employer shall make payment to Rocky Mountain Reserve within twenty (20) business days of receipt of notice of the amount due.

5.4 Compensation Disclosures

Rocky Mountain Reserve shall disclose direct and indirect sources of compensation received by Rocky Mountain Reserve, other than the items discussed above, attributable to this Agreement. Total compensation received by Rocky Mountain Reserve for the performance of services under this Agreement, including direct and indirect sources of compensation, may not exceed what is considered "reasonable" for purpose of ERISA's prohibited transaction exemption with respect to services provided to any plan subject to ERISA.

5.5 Third-party Compensation

As set forth herein the Employer understands and agrees that Rocky Mountain Reserve receives compensation from third parties related to certain services that it may provide hereunder. Such compensation may include interchange revenue related to the use of electronic payment cards for related transactions, interest on Employer funds held to pay Plan benefits, interest on funds established in any Rocky Mountain Reserve account. Although these amounts are not paid by Employer, this compensation is in addition to other payments Employer makes to Rocky Mountain Reserve for the administrative and other services described herein.

Article VI: Indemnification and Hold Harmless

6.1 Indemnification by Employer

Employer shall indemnify Rocky Mountain Reserve and hold it harmless from and against all loss, liability, damage, expense, attorney's fees, or other obligations resulting from, or arising out of, any act or omission of Employer in connection with the Program, or claim, demand, or lawsuit by Program Participants and beneficiaries against Rocky Mountain Reserve in connection with benefit payments or services performed (or not performed) by Employer hereunder. In addition, Employer shall indemnify Rocky Mountain Reserve and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any applicable premium charge, tax, or similar assessment (federal or state), for which the Program or Employer is solely liable.

6.2 Indemnification by Rocky Mountain Reserve

Rocky Mountain Reserve shall indemnify Employer and hold it harmless from and against all loss, liability, damage, expense, attorney's fees, or other obligations resulting from, or arising out of, any act or omission of Rocky Mountain Reserve in connection with the Program, or claim, demand, or lawsuit by Program Participants and beneficiaries against Employer in connection with benefit payments or services performed (or not performed) by Rocky Mountain Reserve hereunder. In addition, Rocky Mountain Reserve shall indemnify Employer and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which Rocky Mountain Reserve is liable.

Article VII: General Provisions

7.1 Severability; Headings

If any term of this Agreement is declared invalid by a court, such invalidation will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2 Compliance; Non-Waiver

Failure by Employer or Rocky Mountain Reserve to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 7.3.

7.3 Assignment

Rocky Mountain Reserve may assign or transfer this Agreement and attachments or amendments issued hereunder in connection with the sale of its assets, stock, or securities, or in connection with any change in control. This Agreement may be amended only by written agreement of duly authorized officers of Employer and Rocky Mountain Reserve.

7.4 Nondisclosure of Proprietary Information

- (a). *General.* Employer and Rocky Mountain Reserve each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary or confidential information of such party. Employer and Rocky Mountain Reserve agree that each party shall (1) keep such proprietary or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; (3) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure); and (4) comply with the terms of use and disclosure of PHI in any Business Associate Contract.
- (b). *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party; or (3) if required by applicable law. For purposes of this section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential or proprietary, or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence

concerning the parties' respective businesses or finances. The terms and conditions of this this section "Nondisclosure of proprietary information" shall survive the termination of this Agreement.

7.5 Arbitration

Any controversy or claim arising out of or relating to this Agreement between Employer and Rocky Mountain Reserve, or the breach thereof, shall be subject to nonbinding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or nonbinding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in the State of Colorado. Nothing precludes the parties from waiving, in writing, the requirement to first pursue arbitration.

7.6 Termination of Agreement

- (a). Either Party may terminate any or all of the Services provided under this Agreement by providing the other Party with: (i) in the case of RMR providing such notice, no less than sixty (60) days prior written notice, and (ii) in the case of Employer providing such notice, no less than sixty (60) days prior written notice. Such notice to be effective on the date specified in such notice.
- (b). RMR may terminate any or all Services, in whole or in part, if Employer materially breaches the terms of this Agreement or any Services Appendix and does not cure that material breach within the timeframe specified by RMR in its notice of breach (if any).
- (c). Employer may terminate a Services Appendix if RMR materially breaches its obligations under that Services Appendix and does not cure that material breach within thirty (30) days after receipt of Employer's notice.
- (d). Each Party may also terminate a Service as set forth in the Services Appendix applicable to such Service.
- (e). This Agreement shall terminate automatically with respect to any Benefit Plan Service as of the date the underlying Benefit Plan is terminated.
- (f). RMR may terminate any or all Services, in whole or in part, for cause as of the date specified in a termination notice if Employer: (i) files for bankruptcy, (ii) becomes or is declared insolvent, (iii) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer, (iv) makes an assignment for the benefit of all or substantially all of its creditors, (v) takes any corporate action for its winding-up, dissolution or administration, (vi) enters into an agreement for the extension or readjustment of

substantially all of its obligations, or (vii) recklessly or intentionally makes any material misstatement as to its financial condition.

- (g). Termination of this Agreement (including Appendices) shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality and privacy provisions of this Agreement shall survive its termination.
- (h). *Survival of Certain Provisions.* Termination of this Agreement shall not terminate (1) the rights or obligations of either party arising out of a period prior to such termination; (2) the indemnity, confidentiality, privacy, and security provisions of this Agreement; or (3) any provision in this Agreement that specifically provides for survival following termination of this Agreement.

7.7 Complete Agreement; Governing Law

This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract between any Plan subject to the HIPAA privacy rule and Rocky Mountain Reserve. This Agreement shall be construed, enforced, and governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, Employer and Rocky Mountain Reserve have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Rocky Mountain Reserve

Laramie County

Jordan Davis

Name

Name



Signature

Signature

President

Title

Title

2025-04-02

Date

Date

Appendix

Capitalized terms used in this Appendix and not otherwise defined herein have the meanings given in the Agreement.

Appendix – Overall Fees

Document Amendment Fee:

\$75.00, payable if Plan Documents should be amended after a written request has been made by the Employer.

Appendix - Health FSA Guidelines

Monthly Service Charges:

The monthly administration fees charged for each Participant enrolled in the FSA as of the first day of each month for the term of the Agreement shall be \$3.90 per Participant per month.

If the administration fees do not meet or exceed the monthly minimum fee of \$75.00 every month, then the minimum fee shall apply.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties to be performed by Rocky Mountain Reserve or a subcontractor of Rocky Mountain Reserve engaged in accordance with the Agreement:

1. Rocky Mountain Reserve shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, Rocky Mountain Reserve shall make available other Health FSA documents.
2. Make a requested change in a Participant's coverage election as soon as practicable after receiving instructions from Employer.
3. Rocky Mountain Reserve shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation (if any) with regard to the Health FSA. Employer shall be responsible for reviewing the information provided by Rocky Mountain Reserve to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.
4. Rocky Mountain Reserve shall assist Employer in performing preliminary, midyear, and final nondiscrimination tests for the Health FSA. Employer shall remain solely liable for the consequences of any action or inaction arising from those tests.

5. RMR shall make initial decisions with regard to Participant claims as specified in the applicable underlying Plan document. Disbursement of benefit payments that it determines to be due shall be made promptly. Unless special circumstances exist, including denial of all or a portion of the claim, payment shall be disbursed within seven (7) business days of the day on which RMR receives the claim. Unless the Plan document provides otherwise, benefit payments shall be made by direct deposit or check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to-date, RMR will contact Employer to make available such excess amount.
6. RMR shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, and provide an adequate period of time for the Participant to resubmit the claim. RMR shall follow the requirements of ERISA as reflected in the Plan document with regard to denial of claims.

Services Not Included: Rocky Mountain Reserve is not responsible for any of the following:

1. Payment of claims from other than an Employer general assets account.
2. Employer's compliance with COBRA or USERRA, if applicable.
3. Employer's compliance with HIPAA privacy, breach notification, and security provisions, if applicable, but Rocky Mountain Reserve will comply with provisions of HIPAA's privacy, breach notification, and security rules applicable to Rocky Mountain Reserve in carrying out its duties.
4. Employer's compliance with qualified medical child support orders (QMCSOs).
5. Determining whether Employer's Health FSA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
6. Determining if and when an event has occurred under the IRS permitted election change regulations (or other applicable law) such that a change in election is permitted under the Health FSA.

Appendix - Dependent Care FSA Guidelines

Monthly Service Charges:

The monthly administration fees charged for each Participant enrolled in the FSA as of the first day of each month for the term of the Agreement shall be \$3.90 per Participant per month.

If the administration fees do not meet or exceed the monthly minimum fee of \$75.00 every month, then the minimum fee shall apply.

Fees for FSA services include Health FSA, Dependent Care FSA, and Limited Purpose FSA. For any and all of these services administered, only one base fee and one minimum fee shall apply. A participant participating in one, multiple, or all of these services shall be considered one participant and only one fee will apply.

Services Included: Employer is responsible for all legal requirements and administrative obligations with regard to the Dependent Care FSA, except for the following administrative duties, to be performed by Rocky Mountain Reserve or a subcontractor of Rocky Mountain Reserve engaged in accordance with the Agreement:

1. Rocky Mountain Reserve shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, Rocky Mountain Reserve shall make available other Dependent Care FSA documents.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under applicable laws, including IRS regulations, Rocky Mountain Reserve shall make the requested change in the Participant's election as soon as practicable.
3. Rocky Mountain Reserve shall assist Employer in performing preliminary, midyear, and final nondiscrimination tests for the Dependent Care FSA.
4. RMR shall make initial decisions with regard to Participant claims as specified in the applicable underlying Plan document. Disbursements of benefit payments that it determines to be due shall be made promptly. Unless special circumstances exist, including denial of all or a portion of the claim, payment shall be disbursed within seven (7) business days of the day on which RMR receives the claim. Unless the Plan document provides otherwise, benefit payments shall be made by direct deposit or check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to-date, RMR will hold the claim and make reimbursements as monies are withheld from the Participant's pay.
5. Rocky Mountain Reserve shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, and provide a specified period of time for the Participant to perfect and resubmit the claim. The Rocky Mountain Reserve shall follow the terms and conditions specified in the underlying Plan document.

Services Not Included: Rocky Mountain Reserve is not responsible for any of the following:

1. Determining whether Employer's Dependent Care FSA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
2. Determining if and when an event has occurred under the IRS permitted election change regulations (or other applicable law) such that a change in election is permitted under the Dependent Care FSA.
3. Determining the maximum permissible contribution for any particular Participant.