

This Service Agreement (this "Agreement"), which includes the appendices and statement of work attached hereto, is between Bend Financial, Inc., a Delaware corporation with its primary place of business at 115 Broad St., Boston, MA, 02110 ("Bend") and the company accepting this agreement online ("Employer"), and is effective as of the date accepted by the Employer (the "Effective Date"). Each of Bend and Employer may be referred to herein individually as a "Party" or collectively as the "Parties." This Agreement includes, collectively, (1) this Cover Sheet, (2) the attached Pricing Exhibit, and (3) the attached Standard Terms and Conditions (including Exhibit A). The Employer has caused this Agreement to be executed by a duly authorized representative.

Monthly Fees

\$2.50 Per Employee Per Month ("PEPM")

Vendors, such as the HSA Custodian, might charge additional fees. Those fees might include, but are not limited to, account maintenance fees, fees to terminate and roll over an account to another HSA Custodian. Such fees are charged to the HSA Accountholder and the amounts are available from the vendor.

Please note: *Bend Financial might receive additional compensation from third-parties in connection with the Platform. For example, Bend Financial might receive interchange fees from the use of HSA debit cards. The interchange fees may vary, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions. Bend, the Employer, and its employees are not responsible for the payment of any interchange fee and no additional deduction (beyond purchases made using the debit card) are made from HSAs for interchange fees.*

1. SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, including without limitation payment of all amounts due, Bend shall provide access to the Bend HSA platform (the "Platform"), as described in Exhibit A hereto, to Employer and Employer's employees who elect to participate in the Services by opening a Health Savings Account with a HSA Custodian that provides information to the Platform and agreeing to the Bend Platform terms and conditions (such employees "Participating Employees" in Exhibit A (the "Services").

1.2 Authorized Administrators. Employer shall permit only Authorized Administrators to access and use the Platform as administrators. "Authorized Administrators" shall mean Employer's employees or representatives who are authorized to access the Platform as an administrator using a user identifier and password provided to Employer by Bend or set-up by Employer. Employer shall not make available the Platform to any person or entity other than Authorized Administrators or Participating Employees, shall use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and shall provide Bend prompt notice of any such unauthorized access or use. Employer shall be responsible for the Authorized Administrators' compliance with this Agreement.

1.3 Restrictions. The rights set forth in Section 1.1 are granted subject to the following restrictions: Employer shall not, except to the extent expressly permitted under this Agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform (as applicable) in any form or media or by any means; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; (iii) access all or any part of the Platform or Services in order to build a product or service which competes with the Platform or Services; (iv) use the Platform or Services to provide services to third parties; (v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform or Services available to any third party (for clarity, other than Authorized Administrators and Participating Employees); (vi) attempt to obtain, or assist third parties in obtaining, access to the Platform or Services; or (vii) use the Platform to store or transmit infringing, libelous, or otherwise unlawful content or material, or to store or transmit content or material in violation of any rights of any third party.

1.4 Reservation of Rights; Feedback; Data. Subject only to the rights expressly granted to Employer under this Agreement, as between Bend and Employer all rights, title and interest in and to the Services and Platform will remain with and belong exclusively to Bend. Employer hereby grants to Bend a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Employer, including Authorized Administrators and Participating Employees, relating to the Services. Bend shall have the right to collect and analyze data and other information relating to the use and performance of various aspects of the Services, and Bend will be free to (a) use such information and data to improve and enhance the Services and other Bend offerings, and (b) use, distribute and disclose such data in aggregate or other de-identified form in connection with its business. For the avoidance of doubt, Bend may collect data from Participating Employees in connection with their use of the Services, and Bend's rights and obligations with respect to such data are set forth in Exhibit A.

2. FEES

2.1 Fees. Employer shall pay Bend the fees set forth on the Pricing Exhibit.

2.2 Payment Terms. All fees paid are non-refundable. All fees are due and payable within fifteen (15) days of the date of the applicable invoice. All amounts payable by Employer to Bend hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Employer shall be solely responsible for payment of any Taxes, except for those taxes based on the income of Bend. Employer will not withhold any Taxes from any amounts due Bend.

3. TERM, TERMINATION

3.1 Initial Term. Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term").

3.2 Renewal Terms. Following the Initial Term and except as earlier terminated as described below, this Agreement shall automatically renew for successive one (1) year renewal terms (each, a "Renewal Term"), unless either Party provides notice to the other of its intention to allow the Agreement to expire at least ninety (90) days prior to expiration of the then-current term. The Initial Term and all Renewal Terms shall collectively be referred to as the "Term".

3.3 Termination for Convenience. Employer may terminate this Agreement, or a particular Bend Service, at any time for any reason by providing ninety (90) days' written notice to Bend and paying to Bend a termination fee equal to 50% of the fees that would be payable for the remainder of, as applicable, the Initial Term or Renewal Term, prior to the effective date of termination.

3.4 Termination for Breach. Each Party may terminate this Agreement upon written notice to the other Party in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.

3.5 Termination due to change in HSA Custodian. Bend may terminate this agreement if the Employer begins contributing to an HSA Custodian that has not agreed to share information with Bend. Such a change by the Employer would be considered a Termination for Convenience under Section 3.3 of this Agreement.

3.6 Obligations on Termination. Upon expiration or termination of this Agreement all rights granted by Bend hereunder and all obligations of Bend to provide Services or access to the Platform or to retain any Employer data shall immediately terminate. Sections 1.3, 1.4, 2, 3.5, 4, 5.2, 6, 7, and 8 shall survive the termination or expiration of this Agreement for any reason whatsoever.

4. CONFIDENTIALITY

4.1 Definition. As used herein, subject to Section 4.2 below, "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), that the Disclosing Party has either marked as confidential or proprietary, has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the Receiving Party, or that a party similarly situated to the Receiving Party should reasonably believe to be confidential, as well as images of the Platform (e.g., screenshots) and this Agreement and any other agreement between the parties; provided, however, that in any event Bend's Confidential Information shall include all information relating to the Services and Platform. In addition, the terms of this Agreement shall be considered the Confidential Information of both Parties.

4.2 Exclusions. Notwithstanding the foregoing, information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

4.3 Obligations. The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (a) such employees and agents of the Parties as may have a need to know such information in the course of their duties; (b) legal or financial advisors of the Parties; or (c) existing and potential investors, lenders, acquirers, partners and their respective legal or financial advisors; provided in each case that the foregoing are bound by a written agreement (or in the case of advisors, ethical duties) respecting such Confidential Information in accordance with the terms of this Section 4. In addition, Confidential Information may be disclosed to any competent authorities following a judicial order to do so.

5. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

5.1 Representations and Warranties. Bend represents and warrants to Employer that Bend shall perform the Services and provide access to the Platform in a professional and workmanlike manner. Each Party represents and warrants to the other Party that such Party has the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

5.2 Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND PLATFORM ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND BEND DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EMPLOYER ACKNOWLEDGES THAT BEND DOES NOT WARRANT THAT THE PLATFORM WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, THAT THE PLATFORM OR SERVICES WILL MEET EMPLOYER'S REQUIREMENTS, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT.

6. INDEMNIFICATION

6.1 Indemnification.

(a) Bend shall defend at its expense any claim, suit or proceeding (each a "Claim") brought against Employer by a third party based upon a claim that Employer's use of the Platform as contemplated by this Agreement infringes such third party's rights under any United States patent or copyright or misappropriates such third party's rights under trade secret enforceable in the United States, and Bend shall pay all damages finally awarded against Employer by a court of competent jurisdiction as a result of any such Claim. If the use of the Platform by Employer has become, or in Bend's opinion is likely to become, the subject of any claim of infringement, Bend may at its option and expense (i) procure for Employer the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; or (iii) if options (i) or (ii) are not reasonably practicable, terminate this Agreement and provide a pro-rata refund of any amounts pre-paid. Bend shall have no liability or obligation under this

Section 6.1(a) with respect to any Claim to the extent caused by (1) use of the Platform outside the scope of this Agreement; (2) compliance with designs, data, instructions or specifications provided by Employer; (3) modification of the Platform by any person or entity other than Bend without Bend's express consent; or (4) the combination, operation or use of the Platform with other applications, portions of applications, product(s), data or services.

(b) Employer shall defend at its expense any Claim brought against Bend by any third party relating to the Employer Content or arising from (i) any use of the Platform by Employer and/or its employees or their dependents, or (ii) any intentional or willful misconduct of Employer and/or its employees or their dependents, and in each case Employer shall pay all damages finally awarded against Bend by a court of competent jurisdiction as a result of any such Claim. Employer shall have no liability or obligation under this Section 6.1(b) with respect to any Claim to the extent caused by Bend's negligence or willful misconduct or to the extent Bend would be required to indemnify Employer with respect to such Claim under Section 6.1(a) if such Claim had been brought against Employer.

(c) The foregoing indemnification obligations are conditioned upon the following: (i) the Party seeking indemnification shall promptly notify the indemnifying Party of the applicable Claim, (ii) the indemnifying Party shall have the sole and exclusive authority to defend and/or settle any such Claim and (iii) the Party seeking indemnification shall reasonably cooperate with the indemnifying Party in connection therewith.

7. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PROPERLY PAYABLE BY EMPLOYER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM.

8. GENERAL

8.1 Force Majeure. Neither Party shall be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree; provided that financial inability in and of itself shall not be a force majeure event.

8.2 Compliance with Laws. Employer shall comply with all applicable laws and regulations in connection with its use of the Service. Without limiting the generality of the foregoing, Employer shall not transfer, either directly or indirectly, the Platform or Services, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and shall otherwise comply with all other applicable import and export laws, rules and regulations.

8.3 Privacy; Data Security. Bend will use commercially reasonable administrative, technical, and physical safeguards to prevent the

unauthorized access, use or disclosure of data in violation of any applicable laws. Employer acknowledges, however, that Bend cannot guarantee the security of such information given the nature of the internet and information systems generally. Employer is responsible for (i) compliance with all foreign and domestic privacy laws and regulations that may be applicable to Employer's use of the Services and Platform, (ii) securing all necessary prior consents for the collection, storage, and use of data, and (iii) creation of, and compliance with, applicable policies regarding access and use by Authorized Administrators of data.

8.4 No Assignment. Employer may not assign this Agreement, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Bend, which consent will not be unreasonably withheld, except Employer may assign this Agreement, without the prior written consent of Bend, to a corporation or other business entity succeeding to all or substantially all of the assets and business of Employer by merger or purchase, provided that such corporation or other business entity assumes, in a writing delivered to Bend, all of the terms and conditions of this Agreement. Any attempt by Employer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing shall be null and void. Bend may freely assign or subcontract any or all of its rights or obligations under this Agreement.

8.5 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

8.6 Relationship. Nothing in this Agreement shall be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. Bend is not responsible for the actions of or performance of services by any entity with whom the Employer has entered into a direct contractual relationship in connection with the Platform or any other arrangement.

8.7 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the Effective Date.

8.8 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in the State of Massachusetts (the "Massachusetts Courts") for any litigation among the Parties arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Massachusetts Courts.

8.9 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed telecopy or other electronic means; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage

prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Cover Sheet, or such other addresses designated pursuant to this Section 8.9.

8.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

Bend Service Agreement

This Exhibit details the services Bend Financial, Inc. ("Bend") will perform as it relates to the Health Savings Account Platform (the "Platform").

ARTICLE I: BEND RESPONSIBILITIES

I.a Subject to conditions set forth herein, Bend will make available and grant access to the Employer to the Platform, which allows the Employer to verify whether an HSA has been opened for its eligible employees and to view certain program data including payroll contribution information.

I.b Subject to any actions required by the Employer, Bend shall facilitate for the HSA Custodian the issuance of debit cards to all HSA Participants, which will interface with the Platform. Employer is responsible for ensuring that it completes, and that its employees complete, any documentation required by the HSA custodian. Card use is bound by and subject to the terms and conditions of the card issuer selected by the HSA custodian, including but not limited to "Card Association Rules" that are described in the "Cardholder Agreement" that the custodian provides to each Participant upon card issuance.

I.c Bend shall not perform any substantiation or verification on any transaction posted to the HSA. HSAs are completely self-directed by the Participant and Bend is not responsible for ensuring compliance or compliance with applicable law. HSA Participants are responsible for determining whether amounts paid from the HSA or held in the HSA are subject to tax.

I.d Funding for HSAs is on a deposit basis and, if elected by the Employer on the Employer Portal, takes the form of an ACH debit that the HSA Custodian initiates against the Employer's designated account on each day that HSA deposits are reported to or scheduled by the Employer, subject to the terms and conditions of the HSA Custodian.

I.e The Employer understands that Bend is not an HSA custodian and does not provide any banking services. The Employer acknowledges that the HSA Custodian's custodial agreements are solely between the Participant and the HSA Custodian. The custodial agreements do not give the Employer any rights or impose any obligations on the Employer. Neither Bend nor the Employer will restrict the Participant's ability to move funds to another HSA beyond those restrictions defined by the Code.

I.f The Employer acknowledges that the custodian retains sole authority and discretion to open and close any HSA and/or resign as custodian.

I.g The Employer acknowledges that Bend does not have any responsibility with respect to any HSA tax reporting requirements. The Employer shall be responsible for wage reporting and any other tax or other reporting or disclosure requirements applicable to it under federal, state or local law.

I.h Bend shall have no responsibility with respect to determining whether the Employer has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the IRS Code and applicable regulations.

Exhibit A – Platform Services and Conditions

I.i Bend shall have no responsibility for investment decisions or investment options offered by the HSA custodian or its agent or subcontractor.

I.j Bend shall provide the Employer with its standard reports. The Employer acknowledges that these reports are generated based on information obtained from the HSA Custodian and HSA Participants. As a result, the Employer acknowledges that Bend is not responsible for the accuracy of these reports to the extent the information is provided by a third-party or direct contractor of the Employer.

I.k Bend shall provide the Employer's employees who participate in a HSA compatible high deductible health plan with access to its standard services. The services include:

(a) Providing a Platform to Employer's employees to facilitate their enrollment with the HSA Custodian. Bend may limit access to the Platform to a single HSA Custodian that has entered into an agreement with Bend.

(b) Providing the Bend Advisor to guide employees toward their desired outcomes.

(c) Facilitating employees' requests for changes in contribution amounts and communicating these requests to the Employer through its application programming interface.

(d) Facilitating employees' requests for reimbursements via ACH from the HSA Custodian.

(e) Facilitating registration for the debit card provided by the HSA Custodian.

(f) Maintaining integration with an account aggregator to help employees track expenses and determine whether they are eligible for tax-free reimbursement.

(g) To the extent available from Bend and compatible with the Employer's plan for its employee, offering a deductible tracker to help employees determine the expenses they have incurred toward the deductible under their medical coverage.

(h) Providing a single sign on for employees to access their HSA bank statements from the HSA Custodian.

Bend may modify or terminate the services it offers to employees at any time.

ARTICLE II: EMPLOYER RESPONSIBILITIES

II.a The Employer shall be responsible for executing agreements with any other service providers that are necessary for Bend to provide its services.

II.b The Employer shall provide Bend and other HSA service providers, including but not limited to the HSA Custodian, with the necessary and accurate records of the Participants as of the Effective Date. Thereafter, the Employer shall promptly notify Bend of all changes or corrections, including, but not limited to, termination, changes in status, or the addition of new Participants.

II.c The Employer acknowledges that it is responsible for ensuring the accuracy of payroll and Employer contributions to HSA

Participants' accounts. Once the deposit is made to the individual Participant account, the HSA Custodian may not be able to reverse the transaction. Under no circumstances will Bend be liable for any loss or expense arising as a result of the Employer's adjustment to or mistaken contributions.

II.d The Employer agrees to defend, indemnify and hold Bend harmless from and against any claim, damage, loss or expense arising as a result of Employer's failure to provide complete and accurate information to Bend.

II.e The Employer shall ensure that the high deductible health plan (HDHP) it offers or makes available to employees satisfies the applicable requirements of Section 223 of the Code. Bend is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall BEND be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by the Employer or otherwise.

II.f The Employer will provide Bend with all necessary data on Participants and contributions that Bend does not obtain from third-parties. The Employer is responsible for reviewing and approving this data. The Employer will be responsible for providing any disclosure and obtaining any consent from Participants that may be required under applicable law to send any of the Participant's personal or financial information to Bend. Bend may refuse to provide any information regarding HSAs to the Employer if it reasonably believes such disclosure is not permitted applicable law or is prohibited under any agreement or policy.

II.g The Employer will not include in its marketing materials, or otherwise communicate to its Participants, that Bend provides services other than those set forth herein or any information regarding the mutual funds or other investments made available to HSA Participants