



# Terms and Conditions

This Agreement, which includes these Terms and Conditions, the SmartDollar Order Form, and any written and signed amendments or addendums to the SmartDollar Order Form ("Agreement"), effective as of the date Company's authorized representative signs the SmartDollar Order Form ("Effective Date"), is between The Lampo Group, LLC, d/b/a SmartDollar®, a Tennessee limited liability company, located at 1011 Reams Fleming Boulevard, Franklin, Tennessee 37064 ("SmartDollar") and the company ("Company") identified on the SmartDollar Order Form.

## Provision of Program

Subject to the use restrictions set forth below, SmartDollar will provide those of Company's employees who Company has deemed eligible to participate in the SmartDollar Program ("Eligible Employees") with the right to use the SmartDollar program in accordance with the terms outlined herein.

## Use of Program

Company's Eligible Employees shall have the right to use the SmartDollar® online financial wellness program ("Program") beginning on the Contract Start Date and through midnight on the Contract End Date, as those dates are stated on the SmartDollar Order Form, or any written and signed amendment thereto. The specific features of the Program are subject to change from time to time, in SmartDollar's sole discretion.

The parties agree that any delay on Company's part in launching the Program on the Contract Start Date shall not operate to extend the Contract Start Date stated on the SmartDollar Order Form. Company acknowledges and agrees that the SmartDollar Terms of Service ("TOS") located at <https://policies.ramseysolutions.net/terms-of-service/smardollar> apply to Eligible Employees' use of the Program and that Eligible Employee consent thereto is required upon Program enrollment. Eligible Employees will be granted the right to use the Program only during the Term or any renewal thereof. Upon expiration or termination of this Agreement, whichever first occurs, Company's and its Eligible Employees' right to use the Program are automatically revoked and terminated, including the right of Eligible Employees to complete any unfinished sessions.

Company acknowledges and agrees that SmartDollar is not a retirement plan fiduciary and offers no professional opinion or advice regarding legal, tax, investing, or other matters, including methods of payment for the Program. Company should seek and rely upon its own counsel for fiduciary decisions, including whether to utilize plan assets for the Program.

If Company's version of the Program includes Financial Peace University ("FPU"), as will be indicated on Company's SmartDollar Order Form, Company understands the Program will include biblical references. In addition, the tools or content included in that version of the Program will promote additional products that are consistent with the financial principles SmartDollar teaches to help Eligible Employees accomplish their goals as they work through the Baby Steps.

If Company has purchased individual One-on-One Coaching Sessions, as will be indicated on Company's SmartDollar Order Form, then the following terms also will apply: (a) If the One-on-One Coaching feature is purchased at the beginning of Company's Term, Company's payment of the Initial Payment Amount on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with SmartDollar Coaches until the number of Sessions Company has purchased has been exhausted or until the end of the Term or any renewal term, whichever occurs first. If the One-on-One Coaching feature is purchased after Company's Term has commenced, Company's payment of the Fee for Coaching on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with SmartDollar Coaches until the number of Sessions Company has purchased has been exhausted or until the end of the Term or any renewal term, whichever occurs first. Company may purchase additional Sessions at any time during the Term. (b) A single Session may last from fifteen (15) minutes up to a maximum of fifty (50) minutes. The Eligible Employee determines the duration of the Session. (c) Sessions are deemed used when the Eligible Employee schedules the Session through the SmartDollar Coaching Session Portal ("Portal"). If the Eligible Employee fails to attend the Session or cancels the Session with less than twenty-four (24) hours' notice, the Session is nonetheless deemed used and will be deducted from the number of Sessions purchased. (d) If Company has a balance of unused Sessions at the end of Company's Term, those unused Sessions will carry over into Company's renewal term of the Agreement. Company shall not be entitled to a refund for any unused Sessions if Company does not renew. (e) Eligible Employees are paired with a SmartDollar Coach who is available during the time the Eligible Employee selects in the Portal. Eligible Employees are not entitled to have a Session with any specific SmartDollar Coach and are prohibited from contacting SmartDollar Coaches outside of the SmartDollar Program.

If Company has purchased the Unlimited One-on-One Coaching feature, as will be indicated on Company's SmartDollar Order Form, then the following terms will apply: (a) If the Unlimited One-on-One Coaching feature is purchased at the beginning of Company's Term, Company's payment of the Initial Payment Amount on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with

SmartDollar Coaches through midnight of the day before the first anniversary of the Contract Start Date, even if Company's Term is for more than one (1) year. If the Unlimited One-on-One Coaching feature is purchased after Company's Term has commenced, Company's payment of the Fee for Coaching on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with SmartDollar Coaches through midnight of the day before the first anniversary of the Contract Start Date, even if Company's Term is for more than one (1) year. (b) A single Session may last from fifteen (15) minutes up to a maximum of fifty (50) minutes. The Eligible Employee determines the duration of the Session. Eligible Employees who schedule a Session, but find that they must cancel the Session, must do so with at least twenty-four (24) hours' notice. (c) Eligible Employees schedule Sessions through the SmartDollar Coaching Session Portal ("Portal"). (d) Eligible Employees are paired with a SmartDollar Coach who is available during the time the Eligible Employee selects in the Portal. Eligible Employees are not entitled to have a Session with any specific SmartDollar Coach and are prohibited from contacting SmartDollar Coaches outside of the SmartDollar Program.

## **Eligibility**

If Company uses eligibility for its Eligible Employees to access the Program, then Company will pay the Eligibility Fee indicated on the SmartDollar Order Form. To ensure accurate billing and Program eligibility, Company shall provide SmartDollar with an eligibility file no less than forty-five (45) days prior to the Contract Start Date and again no less than thirty (30) days prior to each anniversary of the Contract Start Date during the Term or any renewal term. SmartDollar will invoice Company based on the current number of Eligible Employees as provided in the eligibility file.

## **Term**

The term of this Agreement begins on the Contract Start Date stated on the SmartDollar Order Form and continues through midnight on the Contract End Date stated on the SmartDollar Order Form ("the Term").

## **Auto Renew**

If Company's SmartDollar Order Form indicates that Company's Term shall automatically renew, then at the conclusion of the Term, this Agreement shall automatically renew for successive one (1) year terms unless prior to the end of the then current term, one party gives the other party thirty (30) days written notice that the party does not wish to renew the term of the Agreement. Upon receipt of such written notice from Company, Company's right to use the Program shall terminate at the end of the current term. Company shall be responsible for all fees up to and including the last day of the current term.

## **Termination**

Either party may terminate this Agreement for any material breach of this Agreement if the breaching party fails to cure, or to begin reasonable efforts to cure, within thirty (30) days of the non-breaching party giving written notice of such breach. However, Company's failure to pay any amounts due under this Agreement constitutes a material breach which must be cured within ten (10) business days of SmartDollar giving Company written notice.

Company's failure to cure such breach is cause for termination of the Agreement or suspension of the right to use the Program and if applicable, the One-on-One Coaching feature, at SmartDollar's option.

## **Invoicing and Payment**

For the first year of the Term, Company shall pay the Initial Payment Amount on or before the Initial Payment Due Date. For any subsequent payments, if any, SmartDollar will invoice Company for the Program and the One-on-One Coaching feature, if applicable, according to the payment frequency stated on the SmartDollar Order Form. Company shall pay the invoiced amount on or before the date stated on the invoice.

For the first year of the Term, Company must provide SmartDollar with the exact number of Eligible Employees no less than thirty (30) days before the Contract Start Date ("Initial Eligible Population"). For any subsequent year of the Term or any renewal term, Company shall provide SmartDollar with an updated number of Eligible Employees no less than thirty (30) days before each anniversary of the Contract Start Date. If Company's updated number of Eligible Employees increases or decreases from that of the Initial Eligible Population, Company will be invoiced for the updated number of Eligible Employees.

SmartDollar must receive payment for Company and its Eligible Employees to have the right to access the Program.

## **Auto-Draft**

If the SmartDollar Order Form indicates that Company will make its payments to SmartDollar by Automatic Draft ("Auto-Draft") initiated by SmartDollar, Company shall complete SmartDollar's Automatic Bank Draft Authorization form. If Company's Automatic Bank Draft Authorization form indicates a payment frequency that conflicts with the payment frequency indicated on Company's SmartDollar Order Form, the payment frequency Company indicates in the Automatic Bank Draft Authorization shall control.

## **Speaking Engagements and Site Visits**

SmartDollar can produce speaking engagements or events featuring nationally acclaimed Ramsey Personalities™ or members of the SmartDollar team for keynotes, other live events,

or site visits. Such engagements and site visits are subject to speaker or team member availability and will be for an additional fee pursuant to a separate contract between SmartDollar and Company.

## **Taxes**

SmartDollar's pricing does not include sales, use, value-added, withholding, or other taxes and duties. SmartDollar will invoice Company for applicable taxes and duties unless Company provides SmartDollar satisfactory evidence of an applicable unexpired tax exemption. Company will promptly pay, and indemnify SmartDollar against, all properly invoiced taxes and duties, but excluding taxes on SmartDollar's net income.

## **Suspension**

SmartDollar may suspend providing the Program or any related service or feature if (a) Company fails to pay within ten (10) days after SmartDollar gives notice of any overdue amount that is more than thirty (30) days past due or (b) SmartDollar believes such suspension is necessary to comply with any applicable law or order of any governmental authority.

## **Use and Disclosure of Confidential Information**

"Confidential Information" shall mean (a) the terms of this Agreement, (b) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary," or (c) any information which by its nature should be reasonably considered confidential. Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care.

Except as expressly permitted by this Agreement, a party may not (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this "Use and Disclosure of Confidential Information" section, or (ii) to the extent required by law, but only after giving prompt notice of the required disclosure to the other party; neither may a party (b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this Agreement, or (ii) in the case of SmartDollar as the receiving party, to develop new or improve existing products and services.

## **Equitable Relief**

An actual or threatened disclosure of Confidential Information in violation of this Agreement may cause immediate irreparable harm without adequate remedy at law. If a party breaches



or threatens to breach its obligations with regard to Confidential Information, then the other party may seek equitable relief to stop or prevent the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This “Equitable Relief” section does not limit any other remedy available to either party.

## **Intellectual Property**

SmartDollar reserves all rights not expressly granted to Company in this Agreement, including all right, title, and interest to all work developed for or delivered to Company under this Agreement. SmartDollar solely owns all changes, modifications, improvements, copyrights, trademarks, and new modules to the Program, whether made or developed at Company’s request, or in cooperation with Company. SmartDollar may, from time to time, seek Company and/or Eligible Employee input when considering and testing improvements and enhancements to the Program (collectively, “Improvements”). Company hereby authorizes SmartDollar to seek such input on Improvements from Company and/or Eligible Employees through any lawful means, including through the administration of the Program, within the SmartDollar website, or within the EveryDollar® application. All feedback, statements, suggestions, or ideas given by Company and/or Eligible Employees to SmartDollar may be used to develop new or enhance existing SmartDollar products or services (including the Program) and will be owned solely and exclusively by SmartDollar. Nothing herein shall require SmartDollar to implement any Improvement it may be testing with Company and/or Eligible Employee.

## **Use of Company Intellectual Property**

During the Term or any renewal term, Company grants SmartDollar a limited license to use and display Company’s copyrights, trademarks, and service marks, solely to the extent necessary for SmartDollar to perform its obligations under this Agreement and to display Company’s name and logo on SmartDollar’s website and other marketing solely to identify Company as a SmartDollar customer.

## **Program Warranty**

SmartDollar warrants that the Program will perform in material accordance with the functional specifications in the applicable documentation.

## **Warranty Disclaimer**

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SMARTDOLLAR MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES CONCERNING THE PROGRAM. SMARTDOLLAR DISCLAIMS, FOR ITSELF, ITS AFFILIATES, AND THEIR RESPECTIVE THIRD PARTY LICENSORS, IF ANY, ANY AND ALL OTHER EXPRESS

OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROGRAM, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES CONCERNING INFRINGEMENT, TITLE, CONDITION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTIES THAT THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SMARTDOLLAR DOES NOT WARRANT THAT THE PROGRAM WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET COMPANY'S REQUIREMENTS. SMARTDOLLAR IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

## **Exclusive Remedy**

COMPANY'S ONLY REMEDY FOR SMARTDOLLAR'S BREACH OF ANY WARRANTY WILL BE SMARTDOLLAR'S REPAIR, REPLACEMENT, OR RE-PERFORMANCE OF THE NONCONFORMING PRODUCT OR SERVICE.

## **Input Errors**

SMARTDOLLAR IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY COMPANY, ANY ELIGIBLE EMPLOYEES, OR OTHER USERS OF THE PROGRAM. SMARTDOLLAR IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PROGRAM CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY COMPANY, ELIGIBLE EMPLOYEES, OR OTHER USERS.

## **Limitation of Liability**

SMARTDOLLAR'S CUMULATIVE LIABILITY TO COMPANY FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON, OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT COMPANY PAID TO SMARTDOLLAR FOR THE PROGRAM, LESS ANY REFUNDS, CREDITS, OR PASS-THROUGH FEES, DURING THE ROLLING TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

## **Exclusion of Damages**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD-PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST ROYALTIES, LOST REVENUE, LOSS OF BUSINESS, LOSS OF REPUTATION OR GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DELAYS, LOSS OF DATA, OR INTERRUPTION OF SERVICE ARISING FROM OR RELATING TO ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE

PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE.

## **Material Consideration**

THE FOREGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION FOR SMARTDOLLAR'S ENTRY INTO THIS AGREEMENT.

## **Governing Law and Venue**

This Agreement is governed by the laws of the state of Tennessee, without application of any law that would lead to the application of the laws of any other state. The Uniform Commercial Code will not apply to this Agreement. The federal and state courts in Williamson County, Tennessee have exclusive venue for all actions related to this Agreement. The parties' consent to personal jurisdiction in those courts and waive all claims to a more convenient forum. The parties must commence any action relating to this Agreement, other than collection of outstanding payments, within one (1) year of the date upon which the cause of action accrued.

## **Force Majeure**

Except for Company's payment obligations hereunder, neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply, or communications, pandemics, epidemics, or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

## **Relationship of Parties**

Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.

## **Entire Agreement and Severability**

This Agreement contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unlawful, void, or unenforceable, to any extent, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. No terms in Company purchase orders are binding on the parties.



## Survival of Provisions

The following Agreement provisions, shall survive the expiration or termination of this Agreement, as will any other provisions specifically stated within the provision as surviving the expiration or termination of this Agreement: (a) Invoicing and Payment; (b) Taxes; (c) Intellectual Property; (d) Use and Disclosure of Confidential Information; (e) Equitable Relief; (f) Limitation of Liability; (g) Governing Law and Venue; (h) Entire Agreement and Severability; and (i) Survival of Provisions.

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