

Tandem Professional Employer Services, Inc.
Section 125 Plan

(Amended and Restated as of September 1, 2023)

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Tandem Professional Employer Services, Inc. Section 125 Plan
(Amended and Restated as of September 1, 2023)

WHEREAS, Tandem HR, LLC ("Tandem HR") established this Tandem Professional Employer Services, Inc. Section 125 Plan ("Plan") effective as of March 1, 2009, as a cafeteria plan; and

WHEREAS, the Plan is intended to qualify as a "cafeteria plan" under Code Section 125, as amended from time to time, and is to be interpreted in a manner consistent with the requirements of Code Section 125 and the regulations thereunder; and

WHEREAS, the purpose of the Cafeteria Plan is to provide Employees with a choice between receiving current cash compensation or benefits under one or more of the Eligible Benefits plans, as further described in the Plan; and

WHEREAS, Tandem HR deems it necessary and desirable to amend and restate the Plan to change the Plan Year from a calendar year to the twelve-month (12-month) period beginning each September 1 and ending the following August 31 and to incorporate other desired changes; and

NOW, THEREFORE, Tandem HR hereby amends and restates the Plan under the name of the Tandem Professional Employer Services, Inc. Section 125 Plan (Amended and Restated as of September 1, 2023).

ARTICLE 1. DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth below, unless the context clearly indicates otherwise:

1.1 Code. The Internal Revenue Code of 1986 or any successor Internal Revenue Code, as amended from time to time.

1.2 Compensation. The amount paid by an employer to an employee during a Plan Year in consideration for services performed by the employee that would be includible in the employee's income on Form W-2, plus any amounts by which the employee agrees to have his or her Compensation reduced in connection with any qualified retirement plan or an election to receive Eligible Benefits under this Plan.

1.3 Dental Plan. The separate dental plan or plans, as amended from time to time, that may be offered by the Plan Sponsor as an Eligible Benefit under this Plan and that is designed to comply with the requirements for exclusion from employee income with respect to benefits and employer contributions under Code Sections 105 and 106. The term "Dental Plan" may refer to one or more options, levels, and types of dental care coverage as may be offered by the Plan Sponsor.

1.4 Eligible Benefit. The benefits and plans that may be selected under this Plan, which are listed in Section 3.1. The terms and conditions regarding certain of the Eligible Benefits that may be selected under this Plan are specified in separate written instruments, trust agreements, group insurance policies, or administrative services contracts.

1.5 Employee. Any individual who renders services for which he or she is entitled to remuneration from the employer.

1.6 Employer Contributions. Contributions by the employer that are applied toward the cost of Eligible Benefits and that Participants cannot elect to receive in the form of cash.

1.7 ERISA. The Employee Retirement Income Security Act of 1974, as amended.

1.8 Fiduciary. Any person, including but not limited to the Company, its Board of Directors, and the Plan Administrator, who exercises any discretionary authority or discretionary control respecting management of the Plan or has any discretionary

authority or discretionary responsibility in the administration of the Plan.

1.9 Long-Term Disability Plan. The separate long-term disability insurance plan or plans, as amended from time to time, that may be offered by the Plan Sponsor as an Eligible Benefit under this Plan and that is designed to comply with the requirements for exclusion from employee income with respect to benefits and/or employer contributions under Code Sections 104, 105, and/or 106. The term "Long-Term Disability Plan" may refer to one or more options, levels, and types of coverage as may be offered by the Plan Sponsor.

1.10 Medical Plan. The separate medical plan or plans that may be offered by the Plan Sponsor as an Eligible Benefit under this Plan and that is designed to comply with the requirements for exclusion from employee income with respect to benefits and employer contributions under Code Sections 105 and 106. The term "Medical Plan" may refer to one or more options, levels, and types of health care coverage as may be offered by the Plan Sponsor.

1.11 Participant. An Employee who meets the eligibility requirements as set forth in Article 2 of this Plan and who thereby obtains coverage under some or all of the Eligible Benefits options made available through this Plan.

1.12 Plan. The Tandem Professional Employer Services, Inc. Section 125 Plan (Amended and Restated as of September 1, 2023), as set forth herein and as amended from time to time, which shall include any and all amendments and supplements to the Plan.

1.13 Plan Administrator. The Plan Sponsor, or any other entity that may succeed to the rights, powers, duties, and liabilities of the Plan Administrator under the Plan.

1.14 Plan Sponsor. Tandem HR, LLC, or any entity that may succeed to the rights, powers, duties, and liabilities of Tandem HR, LLC with respect to this Plan.

1.15 Plan Year. Prior to January 1, 2023, the twelve-month (12-month) period beginning each January 1 and ending the following December 31. Effective as of January 1, 2023, the eight-month (8-month) period beginning January 1, 2023, and ending August 31, 2023. Effective as of September 1, 2023, the twelve-month (12-month) period beginning each September 1 and ending the following August 31.

1.16 Salary Reduction Contributions. The amount of Compensation that a Participant elects to have contributed by the Plan Sponsor toward the cost of one or more of the available Eligible Benefits under this Plan.

1.17 Short-Term Disability Plan. The separate short-term disability insurance plan or plans, as amended from time to time, that may be offered by the Plan Sponsor as an Eligible Benefit under this Plan and that is designed to comply with the requirements

for exclusion from employee income with respect to benefits and and/or employer contributions under Code Sections 104, 105, and/or 106. The term "Short-Term Disability Plan" may refer to one or more options, levels, and types of coverage as may be offered by the Plan Sponsor.

1.18 Vision Plan. The separate vision plan, as amended from time to time, that may be offered by the Plan Sponsor as an Eligible Benefit under this Plan and that is designed to comply with the requirements for exclusion from employee income with respect to benefits and employer contributions under Code Sections 105 and 106. The term "Vision Plan" may refer to one or more options, levels, and types of vision care coverage as may be offered by the Plan Sponsor.

ARTICLE 2. ELIGIBILITY AND PARTICIPATION

2.1 Commencement of Participation. An Employee who is eligible to Participate in one or more Eligible Benefits shall be eligible to participate in this Plan. An Employee will become a Participant in this Plan upon completion of his or her enrollment in an Eligible Benefits plan.

2.2 Cessation of Participation. A Participant shall cease to be a Participant as of the earliest of:

- (a) the date on which the Plan terminates;
- (b) the date on which the Participant ceases to be an Employee; or
- (c) the date on which the Employee transfers to an employment classification ineligible to participate in this Plan or otherwise becomes ineligible to participate in this Plan under Section 2.1.

2.3 Reinstatement of Former Participant. A former Participant who resumes employment as an Employee will be treated as if he or she were a newly hired Employee for purposes of Section 2.1. Notwithstanding the foregoing:

(a) Any Participant who terminates employment and returns to employment within the same Plan Year but more than thirty (30) days following such termination shall be treated as a new hire who must satisfy the requirements of Section 2.1.

(b) Any Participant who terminates employment and returns to employment within thirty (30) days, without any intervening event that would permit a change in election, shall be deemed to have made the same election as that in effect on the day his or her service terminated.

ARTICLE 3. ELIGIBLE BENEFITS

3.1 Available Eligible Benefits. The following benefits will be available to Participants as Eligible Benefits under this Plan:

- (a) Dental Plan
- (b) Long-Term Disability Plan
- (c) Medical Plan
- (d) Short-Term Disability Plan
- (e) Vision Plan
- (f) Other "qualified benefits" under Code Section 125

3.2 Description of Eligible Benefits. The types and amounts of benefits available under each of the Eligible Benefit plans, the requirements for participation, and the other terms and conditions of coverage and benefits under such plans are as set forth from time to time in the Dental Plan, Long-Term Disability Plan, Medical Plan, Short-Term Disability Plan, Vision Plan, and in any other plan constituting a "qualified benefit" under Code Section 125, and in the group insurance contracts, plan documents, and prepaid health plan contracts under which any such plans are funded, which may be the same as or different from the requirements for participation in this Plan. The benefit descriptions in such plans and contracts, including the periods of coverage, as in effect from time to time, are hereby incorporated by reference into this Plan. To the extent that there is any inconsistency between the provisions set forth in this Plan document and the provisions of any Eligible Benefit plan, group insurance contract, or prepaid health plan contract under which any such plan is funded, the provisions of such other plan or contract shall govern.

3.3 Maximum Amount of Employer Contributions. The maximum amount of Employer Contributions (including Salary Reduction Contributions and Employer Contributions) that shall be made on behalf of any Participant under this Plan shall be the

cost from time to time of the most expensive coverage available to the Participant under the other Eligible Benefit plans.

3.4 Claims and Payments Under Eligible Benefit Plans.

(a) A Participant's election to receive benefits under one or more of the Eligible Benefit plans shall be made under this Plan; however, the actual benefits shall be provided under the respective Eligible Benefit plans.

(b) The timing and procedure for submission and payment of any benefit claims under the Eligible Benefit plans shall be as provided for in the respective plans.

3.5 Limitations on Claims. Notwithstanding any otherwise applicable limitations period, no legal action may be commenced or maintained to recover benefits under this Plan after the date that is twelve (12) months after the date on which the claimant is notified of a final decision regarding the claim.

ARTICLE 4. CONTRIBUTIONS

4.1 Generally. Each Participant may select any one or more of the Eligible Benefits set forth in Article 3 under the election procedures set forth in Article 5.

4.2 Salary Reduction Contributions. A Participant may elect to receive his or her full Compensation for the Plan Year in cash, or the Participant may elect to have a portion of his or her Compensation applied by way of a Salary Reduction Contribution toward the cost of one or more of the available Eligible Benefits offered by the Plan Sponsor. The regular salary or wages of a Participant who so elects shall be reduced ratably over the year.

4.3 Employer Contributions. Under this Plan, a Participant may elect to apply Employer Contributions toward the cost of one or more of the available Eligible Benefits offered by the Plan Sponsor. The amount derived from Employer Contributions shall be calculated in a nondiscriminatory manner that may take into account such factors as age, Compensation, and family status.

ARTICLE 5. ELECTIONS

5.1 Election Procedure. Prior to the beginning of each Plan Year, the Plan Administrator shall provide access to a benefits enrollment system that allows each Participant and each other Employee who is expected to become eligible to participate in the Plan at the beginning of the Plan Year to make salary reduction agreements under this Plan. Each such person who desires coverage under one or more of the available Eligible Benefit plans for which he or she is then eligible (or for which he or she will be eligible at the beginning of the Plan Year) shall so specify in the benefits enrollment system and shall agree to a reduction in his or her Compensation by way of a Salary Reduction Contribution. Participant elections shall be effective as of the first day of the Plan Year.

(a) The benefits received under the Dental Plan, Long-Term Disability Plan, Medical Plan, Short-Term Disability Plan, and/or Vision Plan may be funded by a Participant's Salary Reduction Contributions and Employer Contributions. If a Participant elects to receive benefits under the Dental Plan, Long-Term Disability Plan, Medical Plan, Short-Term Disability Plan, and/or Vision Plan the Participant's Compensation will be reduced by way of a Salary Reduction Contribution in an amount corresponding to the insurance premiums or self-funded rates under the applicable plans; provided that the amount of the Participant's Salary Reduction Contribution may be increased or decreased during the Plan Year in the Plan Administrator's sole discretion in the event that the premiums charged by an independent third-party provider increase or decrease.

(b) Each Participant must make elections on or before such date as the Plan Administrator shall specify, provided that such date shall be on or before the first day of the Plan Year to which the election relates, except in the case of a new Participant who makes an election for only a portion of the Plan Year pursuant to Section 5.2 below.

(c) Elections to receive Eligible Benefits under this Plan shall be effective for the Plan Year, except in the case of a new Participant who make an election for only a portion of the Plan Year pursuant to Section 5.2 below.

5.2 New Participants. If an Employee becomes eligible to participate in this Plan after the beginning of a Plan Year, or if a Participant completes the service requirements for participation in one or more of the Eligible Benefit plans after the beginning of a Plan Year, the Plan Administrator shall provide an enrollment opportunity

to the Employee as soon as may be practicable, with coverage effective retroactively if applicable.

(a) If the Employee desires coverage under one or more of the Eligible Benefit plans for the remainder of the Plan Year, such Employee shall so specify, and if applicable, shall agree to a reduction in Compensation, as provided for in Section 5.1.

(b) The election must be completed on or before such date as the Plan Administrator shall specify. A Participant's election under this Section 5.2 shall remain in effect for such Plan Year until the Participant notifies the Plan Administrator that he or she wishes to change his or her election in accordance with Section 5.6.

5.3 Failure to Elect. A Participant who fails to submit a completed election form to the Plan Administrator on or before the specified due date shall be deemed to have elected the same coverage as the previous Plan Year, provided there are no plan changes or rate changes, or the Participant shall be deemed to have elected no coverage if there have been changes. A newly hired Participant who fails to submit a completed election form to the Plan Administrator shall be deemed to have elected no coverage unless the employer pays one hundred percent (100%) of the premium.

5.4 Employment-Related Changes in Eligible Benefits. If the Plan Sponsor offers an Eligible Benefit that is a function of or related to a Participant's Compensation, in the event that a Participant's Compensation changes during a Plan Year, the cost of such Eligible Benefit shall increase or decrease in proportion to the increase or decrease in the Participant's Compensation.

5.5 Changes by Plan Administrator. If the Plan Administrator determines, before or during any Plan Year, that the Plan may fail to satisfy any nondiscrimination requirement imposed by Code Sections 79, 105, 125, 129, or 505 or any limitation on benefits provided to highly compensated employees (as defined in Code Sections 105(h), 125(e), 414(q), as relevant, or other applicable Code Section) or key employees (as defined in Code Section 416(i)(1)), the Plan Administrator shall take such action as the Plan Administrator deems appropriate, under rules uniformly applicable to similarly situated Participants to assure compliance with such requirement or limitation. Such action may include, without limitation, the modification of elections made by highly

compensated employees or key employees, with or without the consent of such individuals.

5.6 Irrevocability of Election by the Participant During the Plan Year.

(a) Except as otherwise provided herein, elections made under the Plan, or deemed to have been made pursuant to Section 5.3, shall be irrevocable by Participants during the Plan Year. Participants may modify or revoke their elections only as provided in this Section 5.6(a). Any new election under this Section 5.6(a) shall be effective at such time as the Plan Administrator shall prescribe but not earlier than the first pay period beginning after the election form is completed and submitted to the Plan Administrator. Notwithstanding the foregoing, in the case of an election under Section 5.6(a)(1) to add coverage under the Medical Plan, Dental Plan, or Vision Plan for a change in status (as defined in Section 5.6(a)(2)), such coverage shall be effective as of the date of such change in status and the Participant's Salary Reduction Contributions shall reflect the cost of such coverage from the date of the change in status; provided that the Participant notifies the Plan Administrator within thirty (30) days after such change in status that he or she wishes to change his or her election.

(1) Special Enrollment Rights. A Participant may revoke an election for coverage under a group health plan and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f).

(2) Changes in Status. A Participant may revoke an election respecting coverage under a plan for Eligible Benefits during the Plan Year and make a new election regarding such coverage if a change in status occurs and the election satisfies the consistency rules set forth in Section 5.6(b). For this purpose, the following events are changes in status:

(A) Changes in Legal Marital Status, including marriage, death of spouse, divorce, legal separation, and annulment.

(B) Changes in Number of Dependents, including birth, death, adoption, and placement for adoption.

(C) Changes in Employment Status. Any of the following events that change the employment status of the Participant, the Participant's spouse, or the Participant's dependent: a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; and a change in worksite. In addition, if the eligibility conditions of the cafeteria plan or other employee benefit plan of the Plan Sponsor or of the spouse's or dependent's employer depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that

change constitutes a change in employment status under this Section 5.6(a)(2)(C).

(D) Dependent's Satisfying or Ceasing to Satisfy Eligibility Requirements on account of attainment of age, student status, or any similar circumstance.

(E) Change of Residence of the Participant, spouse, or dependent.

(3) Judgment, Decree, or Order. This Section 5.6(a)(3) applies to a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in Section 609 of ERISA) that relates to coverage under the Medical Plan, the Dental Plan, or the Vision Plan for the Participant's child or for a foster child who is a dependent of the Participant. If such an order is applicable to a Participant, the Plan may:

(A) change the Participant's election to provide coverage for the child if the order requires coverage for the child under the Participant's plan; or

(B) permit the Participant to cancel coverage for the child if the order requires the spouse, former spouse, or other individual to provide coverage for the child and that coverage is, in fact, provided.

(4) Entitlement to Medicare or Medicaid. If a Participant or the Participant's spouse or dependent who is enrolled in the Medical Plan, the Dental Plan, or the Vision Plan becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid) other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the Participant may change his or her election change to cancel or reduce coverage of himself or herself or his or her spouse or dependent under the Medical Plan, the Dental Plan, or the Vision Plan. In addition, if a Participant or his or her spouse or dependent who has been entitled to such coverage under Medicare or Medicaid loses eligibility for such coverage, the Participant may change his or her election to commence or increase coverage of himself or herself or his or her spouse or dependent under the Medical Plan, the Dental Plan, or the Vision Plan.

(5) Significant Cost or Coverage Changes.

(A) In general. Sections 5.6(a)(5)(A) through 5.6(a)(5)(D) set forth rules for election changes as a result of changes in cost or coverage under an Eligible Benefit Plan.

(B) Significant Cost Changes. If the cost of coverage under an Eligible Benefit Plan significantly increases or significantly decreases during a Plan Year, a Participant may make a corresponding change under this Plan.

(i) Changes that may be made include commencing participation in the Plan for the option with a decrease in cost, or in the case of an increase in cost, revoking an election for coverage and in lieu thereof either receiving on a prospective basis under another benefit package option providing similar coverage or dropping coverage if no other benefit package option providing similar coverage is available.

(ii) A cost increase or decrease refers to an increase or decrease in the amount of the elective contributions under this Plan, whether that increase or decrease results from an action taken by the Participant (such as switching between full-time and part-time status) or from an action taken by the employer (such as reducing the amount of employer contributions for a class of Participants).

(C) Coverage Changes.

(i) *Significant Curtailment.*

(l) *Significant Curtailment Without Loss of Coverage.* If a Participant or a Participant's spouse or dependent has a significant curtailment of coverage under an Eligible Benefit plan that does not result in a loss of coverage (for example, there is a significant increase in the deductible, the co-pay, or the out-of-pocket cost-sharing limit), a Participant receiving that coverage may revoke his or her election for that coverage and in lieu thereof elect to receive on a prospective basis coverage under another benefit package option providing similar coverage. Coverage under a plan is significantly curtailed only if there is an overall reduction in coverage provided under the plan so as to constitute reduced coverage generally. Thus, in most cases, the loss of one particular physician in a network does not constitute significant curtailment.

(II) Significant Curtailment With Loss of Coverage. If a Participant or the Participant's spouse or dependent has a significant curtailment that is a loss of coverage, that Participant may revoke his or her election under the Plan and in lieu thereof elect to receive on a prospective basis coverage under another benefit package option providing similar coverage or to drop coverage if no similar benefit package option is available. For purposes of this Section 5.6(a)(5)(C)(II), a loss of coverage means:

(a) a complete loss of coverage under the benefit package option or other coverage option (including the elimination of a benefits package option, an HMO's ceasing to be available in the area where the individual resides, or the individual's losing all coverage under the option by reason of an overall lifetime or annual limitation);

(b) a substantial decrease in the medical care providers available under the option (such as a major hospital's ceasing to be a member of a preferred provider network or a substantial decrease in the physicians participating in a preferred provider network or an HMO);

(c) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Participant or the Participant's spouse or dependent is currently in a course of treatment; or

(d) any other similar fundamental loss of coverage.

(ii) *Addition or Improvement of Benefit Package Option.* If during a Plan Year, the Plan Sponsor adds a new benefit package option or other coverage option or if coverage under an existing benefit package option or other coverage option is significantly improved during a period of coverage, the Plan shall permit Employees (whether or not they have previously made an election under the Plan or have previously elected the benefit package option) to revoke their election under the Plan and in lieu thereof to make an election on a prospective basis for coverage under the new or improved benefit package option.

(D) Change in Coverage of Spouse or Dependent under Other Employer's Plan. A Participant may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of his or her employer or another employer) if:

(i) the other cafeteria plan or qualified benefits plan permits participants to make an election change that would be permitted under this Plan (disregarding this Section 5.6(a)(5)(D)); or

(ii) this Plan permits Participants to make an election for a period of coverage that is different from the period of coverage under the other cafeteria plan or qualified benefits plan.

(E) Loss of Coverage under other Group Health Coverage. An Employee may make an election on a prospective basis to add coverage under the Plan for the Employee, spouse, or dependent if the Employee, spouse, or dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including the following:

(i) a State's children's health insurance program under Title XXI of the Social Security Act;

(ii) a medical care program of an Indian Tribal government as defined in Code Section 7701(a)(40), the Indian Health Service, or a tribal organization;

(iii) a State health benefits risk pool; or

(iv) a Foreign government group health plan.

(b) Consistency Rules Applicable to Changes in Status.

(1) An election change satisfies the requirements of this Section 5.6(b) only if the election change is on account of and corresponds with a change in status that affects eligibility for such coverage. A change in status that affects eligibility under an employer's plan includes a change in status that results in an increase or decrease in the number of a Participant's family members or dependents who may benefit from coverage under the plan.

(A) If the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent's ceasing to satisfy the eligibility requirements for coverage, the Participant's election under this Plan to cancel coverage for any individual other than the spouse involved in the divorce, annulment,

or legal separation, the deceased spouse or dependent, or the dependent that ceased to satisfy the eligibility requirements for coverage, respectively, fails to correspond with that change in status. Thus, if a dependent dies or ceases to satisfy the eligibility requirements for coverage, the Participant's election to cancel coverage for any other dependent, for the Participant, or for the Participant's spouse fails to correspond with that change in status.

(B) If the Participant, spouse, or dependent gains eligibility for coverage under a plan offered by the spouse's or dependent's employer as a result of a change in marital status or a change in employment status, the Participant's election to cease or decrease coverage for that individual corresponds with that change in status only if coverage for that individual becomes applicable or is increased under that employer's plan.

(2) Exception for COBRA. If the Participant or the Participant's spouse or dependent becomes eligible for continuation coverage under the Dental Plan, Medical Plan, and/or Vision Plan, a Participant may elect to increase payments under this Plan in order to pay for the continuation coverage.

(c) Special Requirements Relating to the Family and Medical Leave Act.

(1) A Participant taking unpaid leave under the Family and Medical Leave Act (FMLA) may revoke coverage under the Dental Plan, Long-Term Disability Plan, Medical Plan, Short-Term Disability Plan, or Vision Plan.

(2) A Participant taking paid leave under the FMLA may elect to continue coverage under the Dental Plan, Long-Term Disability Plan, Medical Plan, Short-Term Disability Plan, or Vision Plan.

(3) A Participant taking leave under the FMLA retains the right to revoke or change elections under the same terms and conditions that apply to Participants who are not on FMLA Leave.

(d) Special Rules. This Plan may allow an Employee to prospectively revoke an election of coverage under a group health plan that is not a health flexible spending account and that provides minimum essential coverage (as defined in Code Section 5000A(f)(1)) provided the following conditions are met:

(1) Conditions for Revocation Due to Reduction in Hours of Service.

(A) The Employee has been in an employment status under which the Employee was reasonably expected to average at least thirty (30) hours of service per week and there is a change in that Employee's status so that the Employee will reasonably be expected to average less than thirty (30) hours of service per week after the change,

even if that reduction does not result in the Employee's ceasing to be eligible under the group health plan; and

(B) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Employee and any related individuals who cease coverage due to the revocation in another plan that provides minimum essential coverage, with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Plan may rely on the reasonable representation of an Employee who is reasonably expected to have an average of less than thirty (30) hours of service per week for future periods that the Employee and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(2) Conditions for Revocation Due to Enrollment in a Qualified Health Plan.

(A) The Employee is eligible for a special enrollment period to enroll in a qualified health plan through a marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Employee seeks to enroll in a qualified health plan through a marketplace during the marketplace's annual open enrollment period; and

(B) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Employee and any related individuals who cease coverage due to the revocation in a qualified health plan through a marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Plan may rely on the reasonable representation of an Employee who has an enrollment opportunity for a qualified health plan through a marketplace that the Employee and related individuals have enrolled or intend to enroll in a qualified health plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

5.7 Automatic Termination of Election. Elections made under this Plan, or elections deemed to have been made under Section 5.3, shall automatically terminate on the date on which the Participant ceases to be a Participant in the Plan. Notwithstanding the foregoing, coverage or benefits under any of the Eligible Benefit plans may continue after a Participant's election is terminated if and to the extent provided by such plans.

ARTICLE 6. ADMINISTRATION OF PLAN

6.1 Plan Administrator. The administration of the Plan shall be under the supervision of the Plan Administrator. The Plan Administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Plan Administrator's powers will include, but will not be limited to, the following discretionary authority, in addition to all other powers provided by this Plan:

(a) to make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;

(b) to interpret and construe the terms of the Plan its interpretation thereof in good faith to be final and conclusive upon all persons claiming benefits under the Plan;

(c) to decide all questions concerning the Plan and to determine the eligibility of any person to participate in or receive benefits under the Plan;

(d) to appoint such agents, counsel, accountants, consultants, and other persons as may be required to assist in administering the Plan; and

(e) to allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such action to be by written instrument and in accordance with the applicable requirements of law.

Notwithstanding the foregoing, any claim which arises under an Eligible Benefit plan shall not be subject to review under this Plan, and the Plan Administrator's authority under this Section 6.1 shall not extend to any matter as to which a plan administrator under any Eligible Benefit plan is empowered to make determinations under such other plan.

6.2 Examination of Records. The Plan Administrator shall make available to each Participant such of its records under the Plan as pertain to him or her for examination at reasonable times during normal business hours.

6.3 Reliance on Tables, Etc. In administering the Plan, the Plan Administrator will be entitled to the extent permitted by law to rely conclusively upon all tables, valuations, certificates, opinions, and reports that are furnished by, or in accordance with, the instructions of the plan administrators of the Eligible Benefit plans, or by the Plan Sponsor, accountants, counsel, or other experts employed or engaged by the Plan Administrator.

6.4 Nondiscriminatory Exercise of Authority. In the administration of the Plan, whenever any discretionary action by the Plan Administrator is required, the Plan Administrator shall exercise its authority in a nondiscriminatory manner in order that all persons similarly situated will receive substantially the same treatment.

6.5 Indemnification of Plan Administrator. The Plan Sponsor agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Plan Administrator or as a member of a committee designated as Plan Administrator (including any Employee or former Employee who formerly served as Plan Administrator or as a member of such committee) and any Employee acting on behalf of the Plan Sponsor as Plan Administrator against all liabilities, damages, costs, and expenses (including attorneys' fees specifically authorized by the Plan Sponsor and amounts paid in settlement of any claims approved by the Plan Sponsor) occasioned by any good faith act or omission in connection with the Plan.

6.6 Expenses. The Plan Sponsor shall bear all costs and expenses associated with this Plan.

ARTICLE 7. FIDUCIARY LIABILITY

7.1 Representation to Fiduciaries. Any person who is a Fiduciary with respect to this Plan shall be entitled to rely on representations made by Participants, Employees, and their beneficiaries with respect to age and other personal facts, unless said Fiduciary knows said representations to be false.

7.2 Standard of Fiduciary Conduct. Each Fiduciary shall discharge his or her duties and responsibilities with respect to the Plan solely in the interest of the Participants of the Plan and their beneficiaries according to the terms hereof, for the exclusive purpose of providing benefits to Participants and their beneficiaries, with the care, skill, prudence, and diligence under the circumstances prevailing from time to time that a prudent individual acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

7.3 Limitation on Liability. The duties and responsibilities allocated to each Fiduciary under the Plan shall be the several and not joint responsibility of each, and no such Fiduciary shall be liable for the act or omission of any other Fiduciary unless:

(a) by the Fiduciary's failure to properly administer his or her specific responsibility, he or she has enabled such other person to commit a breach of fiduciary responsibility;

(b) the Fiduciary knowingly participates in or knowingly undertakes to conceal an act or omission of another person, knowing such act or omission to be a breach; or

(c) having knowledge of the breach of another, the Fiduciary fails to make reasonable efforts under the circumstances to remedy said breach.

7.4 Fiduciary Liability Insurance.

(a) The Plan may purchase insurance for its Fiduciaries or for itself to cover potential liability or losses occurring by reason of the act or omission of a Fiduciary, but any such insurance purchased by the Plan must permit recourse by the insurer against a Fiduciary in the case of a breach of fiduciary obligation by such Fiduciary.

(b) A Fiduciary may purchase insurance to cover potential liability for any act or omission of said Fiduciary.

(c) Nothing in this Section 7.4 shall be construed as requiring the purchase of any insurance.

7.5 Indemnity. Unless prohibited by its bylaws or applicable law, the Plan Sponsor shall indemnify its officers and directors and any other employee of the Plan Sponsor providing services to the Plan, whether or not compensated therefor, against any and all claims, losses, damages, expenses (including the cost of defense in legal proceedings), and liabilities arising from any act or omission relating to this Plan, unless the same is judicially determined to be a breach of that person's fiduciary responsibility with respect to the Plan equivalent to gross negligence or intentional breach of duty.

7.6 Designation. The Plan Sponsor shall be a named fiduciary within the meaning of Section 405(c)(1)(B) of ERISA and may designate persons other than named fiduciaries to carry out fiduciary responsibilities (other than trustee responsibilities) under the Plan, and upon such designation, the Plan Sponsor shall not be liable for any act or omission of the designated person in carrying out the responsibility to the extent permitted by law.

ARTICLE 8. FUNDING

8.1 No Obligation to Insure or Fund Benefits. The Plan Sponsor shall have no obligation to insure any benefits under this Plan or to establish any fund or trust for the payment of benefits under this Plan except as mandated by law.

8.2 Insured Benefits. In the case of any Eligible Benefit plan that is insured with an insurance company, any benefits accruing thereunder shall be paid solely by such insurance company, and the Plan Sponsor shall have no responsibility for the payment of such benefits.

8.3 Benefits Funded Through Trust. In the case of any Eligible Benefit that is funded through contributions to a trust, any benefits accruing thereunder shall be payable solely out of the assets of such trust, and the Plan Sponsor shall have no responsibility for the payment of such benefits.

8.4 Non-Insured and Non-Trusted Benefits. Payments of all amounts due under Eligible Benefits not described in Sections 8.2 or 8.3 under this Plan shall be made solely out of the general assets of the Plan Sponsor.

8.5 The Right to Change. Notwithstanding any other provision of the Plan, the Plan Sponsor reserves the right to change the Eligible Benefits available to Participants from time to time, including without limitation the right to change the funding medium for any Eligible Benefit as among insurance, self-funding, or funding through a trust fund, as the Plan Sponsor may see fit in its sole discretion; provided that a change in funding medium alone shall not constitute a change in Eligible Benefits available to Participants under the Plan.

8.6 Benefits Payable from the General Assets. Notwithstanding any reference to "contributions," "accounts," "funds" and other like language in this Plan, the benefits payable under this Plan shall be payable only from the general assets of the Plan Sponsor when due or pursuant to an insurance policy providing for the benefit, as to which premiums shall be paid only from the general assets of the Plan Sponsor.

ARTICLE 9. AMENDMENT AND TERMINATION OF PLAN

9.1 Amendment of Plan. This Plan Sponsor shall have the right at any time and from time to time to alter or amend, in whole or in part, any or all of the provisions of this Plan. Amendment of the Plan shall be effective if it is approved in writing by a duly authorized representative of the Plan Sponsor or if it is adopted pursuant to the Plan Sponsor's procedures allocating or delegating authority to act on behalf of the Plan Sponsor, as such procedures exist from time to time.

9.2 Termination of Plan. The Plan Sponsor may terminate or discontinue this Plan and any participating employer may terminate or discontinue its status as a participating employer in this Plan at any time by a written instrument signed by an authorized officer of the Plan Sponsor or an officer of the participating employer, as the case may be. Upon termination or discontinuance of the Plan, all elections and related salary reduction agreements shall terminate.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Information to be Furnished. Participants shall provide the Plan Sponsor, their employers, and/or the Plan Administrator with such information and evidence and shall sign such documents as may reasonably be requested from time to time for the purpose of administering the Plan.

10.2 Limitation of Rights. Neither the establishment of the Plan, nor any amendment thereof, nor the payment of any benefits will be construed as giving to any Participant or other person any legal or equitable right against the Plan Sponsor or Plan Administrator or their respective officers and directors, as an employee or otherwise, except as provided herein, and in no event will the terms of employment or service of any Participant or Employee be modified or in any way affected hereby.

10.3 Severability. If any provision of this Plan is held invalid, unenforceable, or inconsistent with the requirements for a cafeteria plan governed by Code Section 125, its invalidity, unenforceability, or inconsistency shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such provision were not a part of this Plan.

10.4 Captions. The captions contained herein are provided for convenience of reference and shall not be treated as part of this Plan.

10.5 Construction of Terms. Words of gender shall include persons and entities of any gender, the plural shall include the singular and the singular shall include the plural. Section headings exist for reference purposes only and shall not be construed as part of the Plan.

10.6 Governing Law and Forum Selection Clause. To the extent not pre-empted by federal law, this Plan shall be construed, administered, and enforced according to the laws of Illinois and in courts situated in that state. Any action by any Participant relating to or arising under the Plan shall be brought and resolved only in the state courts of Illinois or the U.S. District Court for the Northern District of Illinois. These state or federal courts shall have personal jurisdiction over any party to an action relating to or arising under the Plan. Each party shall be responsible for paying its own attorney's fees.

10.7 Participant's Rights. This Plan neither constitutes a contract between the Plan Sponsor and any person nor a consideration or inducement for the employment of any person. Nothing contained in this Plan shall be deemed to give any person the right to be retained in the service of a participating employer or to interfere with the right of the

participating employer to discharge any person at any time.

10.8 No Assignment. A Participant's rights or interests under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, prior to being received by the persons entitled thereto under the terms of this Plan, and any such attempt shall be void.

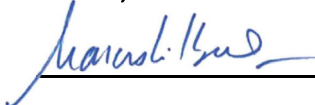
10.9 Gender, Singular, and Plural References. References in this Plan to one gender shall include both genders, singular references shall include the plural, and plural references shall include the singular, unless the context clearly requires otherwise.

10.10 Counterparts. This Plan may be executed in two or more counterparts, any one of which shall constitute an original without reference to the others.

10.11 Waiver of Notice. Any notice required by the provisions of this Plan may be waived by the person entitled thereto, subject to the restrictions of applicable law.

IN WITNESS WHEREOF, Tandem HR, LLC has caused this instrument to be signed and delivered effective as of the 31st day of August, 2023.

Tandem HR, LLC

By:  _____

Title: General Counsel