



Human Resources Consulting
Service Agreement
for
Lindy Communities



IN
PARTNERSHIP
WITH



Human Resources Consulting Service Agreement

This Human Resources Consulting Service Agreement (the “Agreement”), effective 10/1/2023, is made between Digital Insurance LLC (“OneDigital”) and Lindy Communities (“Client”) (each a “Party” and, collectively, the “Parties”).

- i. **Nature and Scope of Services.** OneDigital will provide Client with specific human resources services limited to those services outlined in the Fee Schedule of this Attachment. The performance of the Services under this Attachment will begin on or around 10/1/2023. The Parties may mutually revise the Services under this Agreement upon execution of a Statement of Work outlining the Service adjustments.

OneDigital may not perform the Services under this Attachment on Holidays. “Holidays” will not be worked and means New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, any other OneDigital designated holiday, any other Client designated holiday, and Client closures for other business purposes d. Service fees include Holiday closures and Client shall not deduct or reduce additional Client closure days from OneDigital service fees. OneDigital may utilize other OneDigital consultants in the course of this engagement.

ii. **Scope of Services and Fee Schedule**

- a. Scope of Services. Both Parties agree that OneDigital shall perform the services outlined below in exchange for the following compensation:

Fractional HR Outsourcing (includes HR Consultant and HR Generalist)

Retained Hours (effective 4/1/24)	Fees
Up to 10 hours per month	\$1,500

HR Consulting Services:

- Coordinate with new hires and complete all applicable new hire paperwork
- Set up all new hires into payroll system including deductions, tax jurisdictions, filing status, direct deposit, etc.
- Track new hire benefits eligibility and provide assistance with benefit enrollments
- Assist with Open Enrollment administration
- Assist with Benefit Administration
- Assist with employee inquires
- COBRA administration
- Coordinates sending out and displaying required Employment Law Posters to each site annually and when laws change
- Track unemployment and respond to unemployment inquiries
- FMLA, ADA, and other Leave of Absence management
- Coordinate workers compensation claims with MCO and TPA
- Review all current policies and create a customized employee handbook and update as needed
- Distribute employee handbooks to employees and obtain an acknowledgement of receipt
- Maintain OSHA Form 300 and post summary Form 300A as required

- b. Additional Fees.
- i. Subject Matter Experts. HR and Compensation project-based consulting support that require additional subject matter experts will be priced independently.
 - ii. Escalation. Base fees are increased 3% annually upon each 12-month anniversary, unless a new contract is executed.
 - iii. Travel Fee. Immediate Area (30 mi radius): billed an additional one hour at the current hourly rate for each required visit. | Non-Immediate Area Travel Time & Work: billed at 100%of the current hourly rate. | Non-Immediate Area: all other billed at cost. If Client is unable to provide ample parking for OneDigital or the location of business is not conveniently located within one-half mile of public



transportation (public transportation being train, subway, BART), then the cost of daily parking will be added.

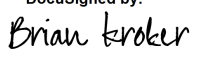
- iv. Custom Services: Billed at the then prevailing hourly rate, or a fixed project fee.
- v. Required Compensation Disclosure. OneDigital reasonably expects to receive direct and/or indirect compensation for the placement of coverage paid by the carrier/insurer, third-party administrator, vendor, or Client, and other services, as applicable. OneDigital may earn additional compensation from insurers, third-party administrators, vendors, or other third parties that cannot be calculated or determined at the time of this disclosure or prior to the effective date of this Agreement or renewal thereof. At this time, OneDigital cannot determine whether it will receive other additional compensation, or the amount thereof. This additional compensation may include, but is not limited to, compensation that is contingent upon certain conditions being met, such as profitability, growth, churn/retention, or volume of services provided. Compensation may be in the form of additional commission, bonuses or benefits. OneDigital may also receive corporate sponsorships for webinars, training or other programming provided for clients, or clients' internal training. OneDigital may be paid additional compensation by insurers normally calculated at the calendar year end that are contingent on a number of factors including the overall number of employer plans and/or employee participants in plans for which we have placed insurance, plan retention rates, and premium growth. Client acknowledges that it has received, read, and understands this compensation disclosure from OneDigital. Client may ask questions or make inquiries regarding the information included in this disclosure at any time.


iii. Client's Obligations.

- a. Client shall provide all necessary information to OneDigital in the time and in the manner agreed to by Client and OneDigital as needed to perform OneDigital's Services. Client confirms the accuracy of any information provided to OneDigital. Client understands that OneDigital reasonably relies on the accuracy of the information Client provides in the performance of OneDigital's Services. Client shall promptly notify OneDigital of any changes to the information it provides to OneDigital.
- b. Client assumes sole responsibility for compliance of Client-generated or Client-modified document(s) with any relevant legal requirements, and compatibility with any other Client policies, forms, plans, handbooks, or other Client documents, including where Client modifies policies, forms, plans, handbooks, or other OneDigital work product after it has been delivered as final or without further review by OneDigital of such modifications.
- c. Client agrees to provide reasonable working space, technology, and materials as may be necessary for performance of the Services, as applicable for onsite services. OneDigital designates and reserves the right to change assigned team members for any reason it deems appropriate. OneDigital will notify Client of any changes to assigned team members. Client shall not unreasonably withhold agreement to assigned team members.
- d. Client agrees that all actions taken within the scope of this Agreement on behalf of Client by OneDigital shall only be undertaken at the explicit direction of Client. While a OneDigital representative may be present during a Client employee termination to witness the event, the actual termination notification must be communicated to the employee by a representative of Client. Client understands that OneDigital representatives are not permitted to terminate Client employees.
- e. During the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Client shall not, directly or indirectly solicit, recruit, or induce any OneDigital employee or contractor to terminate his or her employment relationship with OneDigital. Nothing herein shall prohibit a OneDigital employee from applying for and being hired as an employee with the Client if such is the result of an unsolicited job posting or the employee's own job search efforts.
- f. Client agrees to designate an individual with responsibility for human resources and people management to interface with OneDigital (the "Management Sponsor"). The Management Sponsor will:
 - i. Work with OneDigital to set clear objectives for OneDigital



- ii. Review progress in a regularly scheduled “sync” meeting and/or conversation
 - iii. Respond to check-ins from OneDigital as to overall status of work and relationship and meet with OneDigital leadership annually to provide formal feedback on OneDigital performance.
 - iv. Provide immediate feedback on any concerns
 - v. Utilize their own legal counsel to review and approve any work product delivered by OneDigital that may have legal implications
 - vi. Approve the addition of other OneDigital personnel, in writing. Any engagement of OneDigital personnel working in the areas of leadership or management development shall be covered by Statements of Work rather than the hourly structure above.
- g. Upon initiation of consulting services, and no later than the date of the “kick-off” call between Client and OneDigital, Client is responsible for onboarding OneDigital by providing OneDigital with access to all resources necessary to perform the “Services” including, but not limited to, laptop (if required by Client), email address, and Human Resource specific software.
- iv. **Term and Termination.** This Agreement will commence on the Effective Date and, unless terminated in accordance with the terms of this Agreement, will continue in full force and effect for a period of one year from the Effective Date to 10/1/2024, and will automatically renew for successive one-year (1) terms. Notwithstanding the above, this Agreement may be terminated by either party at any time, upon providing six (6) months prior written notice to the other Party of its intent to terminate the Agreement.
- v. **Applicable Law.** This Agreement will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- vi. **Terms and Conditions.** No waiver by either Party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by both Parties. This Agreement may be executed in one or more counterparts, including, but not limited to, facsimiles and scanned images. Each counterpart shall for all purposes be deemed to be an original.

X DocuSigned by:

619F136104DA403...

X DocuSigned by:

AA058C8ACCE7470...

Brian M. Kroker
 Chief Operating Officer
 Lindy Communities
 309 York Road; Suite 211
 Jenkintown, PA 19046
 4/9/2024

Sean Nehlsen
 Managing Principal, HR Consulting
 Digital Insurance LLC
 200 Galleria Parkway, Suite 1950
 Atlanta, GA 30339
 4/9/2024