

Master Terms and Conditions

1. Confidential Information. OMNI/TSA agrees that all information provided to it by, or through its relationship with the EMPLOYER is confidential (“Confidential Information”). OMNI/TSA agree that it will use the Confidential Information for the limited purposes necessary to execute its obligations under the U.S. OMNI/TSA & TSACG Compliance Services is AGREEMENT. OMNI/TSA shall not make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it or any part thereof, except as reasonably required in connection with the fulfillment of its obligations under this Agreement absent specific prior written consent of the Employer.

This Agreement shall in no way be construed to grant any right, license, or authorization to any party to use Confidential Information except as permitted in this Agreement. To the extent the OMNI/TSA retains a third party or affiliate to assist it in performing its duties as otherwise permitted under this Agreement, it shall similarly protect and restrict the use of Confidential Information by such third party or affiliate. Upon the termination of this Agreement, OMNI/TSA shall return to the Employer or its designee all of the Confidential Information as of a current date, received in the course of the OMNI/TSA/TSA performing the Services, in such form as is reasonably requested by the Employer. The obligations of the OMNI/TSA hereunder shall survive the termination of this Agreement.

The Employer acknowledges that the OMNI/TSA may, from time to time, disclose Confidential Information to the Employer, the Employer’s representatives, the Employer’s assignee(s), and/or the Investment Providers for the purpose of meeting its obligations under this Agreement and such disclosure shall not be considered a breach of this provision or the Agreement. All data is, will be, and will remain the property of the Employer and will be deemed Confidential Information of the Employer.

2. Entire Agreement and Amendment. This Agreement, together with any schedules, and exhibits attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement and signed by authorized representatives of both parties.
3. Notices: Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a) To U.S. OMNI & TSACG Compliance Services
 Attn: Managing Director, Finance
 220 Alexander Street
 Suite 400, Rochester, NY 14607

b) To Employer: Address on file

4. Assignment. Some or all of the rights and duties of OMNI/TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of OMNI/TSA may be performed by others under subcontract, without the release of OMNI/TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in Monroe County, New York.
6. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
7. Waiver. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
8. Force Majeure. Neither party shall be responsible to the other party for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, terrorism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
10. Independent Consultant. OMNI/TSA shall act as an independent consultant and/or agent and not as an employee of the Employer. OMNI/TSA agency is limited in scope and pertains only to act on the Employer's behalf concerning any and all compliance matters pertaining to the Employer's 403(b) and/or 457(b) program OMNI/TSA shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Employer. OMNI/TSA shall be responsible for all taxes as an independent consultant and/or OMNI/TSA. OMNI/TSA shall have no authority to bind the Employer or incur other obligations on behalf of the Employer.
11. Indemnification.

- a. Subject to the limitations set forth herein OMNI/TSA and Employer, each agree to the extent permitted by applicable law, to indemnify and hold the other party harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the other party at any time to the extent such liability, loss or expense results from the indemnifying party's negligence, breach of the terms hereof, or willful misconduct under this Agreement. Except as specifically provided otherwise in the preceding sentence, and to the extent permitted by applicable law, Employer shall indemnify and hold OMNI/TSA harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against OMNI/TSA at any time in connection with OMNI/TSA's having acted upon the directions of Employer hereunder, or OMNI/TSA's having failed to act as a result of the absence of Employer directions.
 - b. The indemnifying party shall have sole control of the defense and settlement of such claims and is not responsible for any settlement that it does not approve in writing; and the indemnitee renders all assistance required.
 - c. The party seeking to be indemnified agrees to notify the indemnifying party of a claim within a reasonable time period. All notices shall comply with the notice requirements set forth herein.
12. Conflicts. OMNI/TSA/TSA warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.
13. Dispute Resolution. The following provisions apply to disputes, claims or lawsuits which may arise under this Agreement.
- a. Attempt to Resolve. Before a party initiates a lawsuit to address a dispute between the parties, they shall first engage in a good faith attempt to resolve the dispute. The parties must engage in the process set forth in this paragraph as a condition precedent to filing a legal action. Upon written notice of a dispute, each party shall appoint a designated representative, whose task will be to meet and attempt to resolve the dispute. The parties agree to enter into good faith negotiations including a meaningful exchange of information and documentation and to engage in settlement discussions in an attempt to resolve the dispute without the necessity of litigation. They shall do so for a period not less than 60 calendar days. The parties reserve the right to enter into mediation with a mutually agreeable dispute resolution specialist or professional.
 - b. Venue: If a dispute cannot be resolved under the provisions of 13(a), the parties agree that any lawsuit arising out of or in connection with this Agreement shall be brought in the United States District Court for the District in which the Employer maintains its principal place of business. In the event the United States District Court fails, declines or lacks jurisdiction to hear the case, the lawsuit shall be filed

in the highest trial court of general jurisdiction in the county where the Employer maintains its principal offices or its place of business.

- c. Continuity of Services: In the event of a dispute between the Employer and the OMNI/TSA, the OMNI/TSA will continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with the provisions of Section 5 of the applicable Services Agreement or these Master Terms and Conditions.