

This Services Agreement (this "Agreement") is made on this ____ day of _____, 2018, by and between Gallagher Benefit Services, Inc., ("Gallagher"), and _____, (the "Client"). The Client and Gallagher agree as follows:

1. Engagement

The Client, as a member in good standing of the Iowa Association of School Boards ("IASB"), shall engage Gallagher to provide actuarial services as outlined in this Agreement. Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is _____, 2018. The term of Gallagher's engagement under this Agreement will begin as of the Effective Date and will remain in effect until completion of the services set forth below. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination.

3. Services & Compensation

Scope of Services will include the following:

- a. Itemization of cost of benefits (total and per employee)
- b. Calculation of OPEB expenses on the accrual basis of accounting for implicit and explicit (as applicable) retiree subsidies
- c. Projection of future benefit payment costs
- d. Determination of the present value of projected benefit payments
- e. Calculation of the Total OPEB Liability for OPEB associated with past service costs
- f. Provide a future cash flow analysis for the Customer
- g. Provide an actuarial certification of liabilities in a valuation report suitable for use by the Customer's auditor in preparation of its financial statements.

The standard fee for the initial valuation report will be \$_____. This fee includes a standard GASB 74/75 valuation report, a conference call meeting with the Client before the work begins, and a conference call meeting to review the draft report. Additional consideration, to be billed only if requested by Customer, may include:

- a. Optional onsite meeting to present the final report: \$1,500
- b. Optional additional scenarios: \$750 per scenario.
- c. Optional off-year "roll-forward" report: \$3,000 per report.

Client agrees to remit payment to Gallagher within 30 days of receipt of invoice following receipt of the initial summary draft actuarial report. Additional services not listed in Section 3 will result in additional fees to be mutually agreed by the parties prior to commencement of the service(s). Any variation from the original fee estimate will be discussed with Client prior to commencing with the required work. Any compensation described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

4. *Client Obligations and Responsibilities*

To enable Gallagher to perform its obligations under this Agreement, Client shall at no charge to Gallagher:

(a) Make available, as reasonably requested by Gallagher, timely management decisions, complete and accurate documentation and information so that the Services contemplated by this Agreement may be accomplished.

(b) Furnish Gallagher with complete and accurate data information to complete the valuation as soon as reasonably possible.

(c) Exercise all discretionary authority and control over the management and disposition of Plan assets to the exclusion of Gallagher. Gallagher shall not exercise any authority or control with respect to the management or disposition of the assets of the Plan. Gallagher shall have no responsibility or liability with respect to any funding of Plan Benefits.

(d) Perform any other administrative functions not expressly assumed by Gallagher hereunder.

5. *Performance and Scope*

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher shall perform its duties, responsibilities and obligations in accordance with generally accepted industry standards and with the care, skill, prudence and diligence that a prudent benefits consultant or actuary acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Gallagher shall incur no liability resulting from Gallagher's reasonable reliance on such instructions or information.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

6. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(c) Use of Names; Public Announcements. No party will use the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

7. Indemnification

In performing its obligations under this Agreement, Gallagher neither insures nor underwrites the liability of the Client's Plan. Except as otherwise provided in this Section 7, Gallagher shall have no duty or obligation to defend against any legal action or proceeding brought to recover a claim for Plan benefits or any causes of actions for expenses or liabilities incident to the Plan. Gallagher shall, however, make available to Client and its counsel, such evidence relevant or relates to such action or proceeding as Gallagher may have as a result of its services on behalf of Client. Gallagher shall promptly notify in writing Client or its designated legal counsel of any legal actions that involve the Plan or Client. Gallagher agrees to defend, indemnify and hold harmless Client for any and all claims, losses, damages, liabilities,

judgments, or settlements, including reasonable attorneys’ fees, costs and other expenses incurred by Client, as a result of a breach of this Agreement by Gallagher or any tortious, unlawful or unauthorized acts or omissions of Gallagher and not caused by an act or omission of Client.

8. Gallagher Limitation of Liability

LIMITATION OF LIABILITY: Notwithstanding anything contained herein to the contrary, even if advised of the possibility of loss, liability, damage or expense, Gallagher shall not be liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages. Furthermore:

- i. Gallagher shall not be responsible for damages caused by acts of Client’s employees, representatives, agents, subcontractors, vendors, or suppliers.**
- ii. Except as to indemnification obligations pursuant to Section 7 or claims relating to breach of Confidentiality as set forth in Section 6, Gallagher’s aggregate liability under this Agreement, if any, to Client for claimed loss or damage arising under this Agreement shall not exceed \$1,000,000.**
- iii. Client hereby expressly acknowledges and agrees that in view of the amount of the fees paid or to be paid hereunder, the limitations of liability in this Section 8 are in all respects fair and reasonable and reflect a duly considered allocation of risk between the Parties.**

10. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: _____

 Attention: _____

If to Gallagher: Gallagher Benefit Services, Inc.

 Attention: _____

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

11. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent

jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment; Counterparts. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by both parties. Furthermore, this Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Iowa without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors; Survival of Provisions. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto. Sections 7, 8 and 9 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

CLIENT NAME

By: _____

Name: _____

Title: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____