THE IMA FINANCIAL GROUP, INC.

IMA Flexible Benefits Cafeteria Plan

January 1, 2024

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1. Introduction

1.1 Name of Plan. The name of this Plan is the IMA Flexible Benefits Cafeteria Plan. This Plan document is amended and restated effective as of January 1, 2024.

1.2 Purpose of Plan. The purpose of this Plan is to provide Eligible Employees of the Plan Sponsor and Employers that have adopted this Plan a choice between cash and benefits under certain Optional Benefit Plans maintained by the Plan Sponsor.

1.3 Qualified Plan Status. The Plan Sponsor intends this Plan to qualify as a "cafeteria plan" under Code Section 125 and to be interpreted in a manner consistent with those requirements.

1.4 Incorporation by Reference. The Plan Sponsor intends for this Plan to operate as a welfare benefit delivery system. That is, this Plan provides Employees with a means of purchasing certain benefits on a pre-tax basis and does not, except to the extent certain Optional Benefit Plans are incorporated herein by reference, directly provide Employee benefits. In addition, certain benefits (e.g. COBRA continuation coverage) may be offered through this Plan on a post-tax basis. Currently, this Plan incorporates by reference the Plan Sponsor's Optional Benefit Plans along with the applicable Sub-Plan Documents and Benefit Descriptions. The foregoing described documents, incorporated in this document by reference, constitute the IMA Flexible Benefits Cafeteria Plan.

2. Definitions

Where the following words and phrases appear in this Plan, they have the respective meaning as set forth in this Section unless the context clearly indicates to the contrary.

2.1 "Administrator" or **"Plan Administrator"** means the Plan Sponsor or one or more person(s) or entities designated by the Plan Sponsor to carry out various administrative and other duties with respect to the Plan in a manner consistent with the terms of the Plan.

2.2 "Benefit Description(s)" means the document(s) (including, but not limited to, schedules of benefits, benefit description booklets, certificates of insurance, certificates of coverage, insurance contracts, or other similar documents) describing benefits provided under the Optional Benefit Plans and such other benefit programs as may be offered from time to time through this Plan.

2.3 "Cafeteria Plan" means this Plan, currently known as the IMA Flexible Benefits Cafeteria Plan.

2.4 "Claims Administrator" means the person(s) or entities duly authorized by the Plan Sponsor pursuant to a written agreement to administer all or part of the Plan.

The Claims Administrator for any Optional Benefit Plan will not be deemed to be the Claims Administrator of any other Optional Benefit Plan unless specifically stated pursuant to a written agreement, and the Claims Administrator of this Plan will not be

deemed to be the Claims Administrator of any Optional Benefit Plan unless specifically stated pursuant to a written agreement.

2.5 **"Code"** means the Internal Revenue Code of 1986, as amended from time to time, and corresponding provisions of future United States revenue laws along with any applicable proposed, temporary or final regulations issued by the United States Treasury.

2.6 **"Eligible Employee"** means an Employee of the Employer who has met the eligibility conditions of the Plan or of one or more Optional Benefit Plans. The determination whether an individual constitutes an "Eligible Employee" for purposes of the Plan and any Optional Benefit Plan will be made by the Employer, subject to the approval and consent of the Plan Administrator in its sole discretion.

2.7 **"Employee"** means an individual who is a common-law employee of the Employer, subject to the following limitations:

(a) An "Employee" does not include any individual classified, treated, or characterized by the Employer as an independent contractor, consultant, leased employee, or temporary agency employee or otherwise not treated by the Employer as an "Employee" for purposes of the Plan.

(b) An "Employee" does not include any individual who is self-employed within the meaning of Code Section 401(c)(1) or who is treated as a partner under Code Section 1372, and no such deemed partner, actual partner, or other self- employed person may participate in this Plan.

(c) An "Employee" does not include any individual covered under the provisions of a collective-bargaining agreement unless such collective-bargaining agreement specifically provides for participation in the Plan.

The determination whether an individual constitutes an "Employee" for purposes of the Plan will be made by the Employer, subject to the approval and consent of the Plan Administrator in its sole discretion. Said determination will apply for all purposes of the Plan and regardless of whether an individual is later classified by any governmental agency, court, tribunal, governing body, or any other person or entity as a common-law employee of the Employer. It is the intent hereof that the Employer, subject to the approval and consent of the Plan Administrator, in its sole discretion, will decide which individuals are classified as Employees for purposes of the Plan.

2.8 **"Employer"** means the Plan Sponsor and any affiliated employer within the meaning of Code Section 414(b), (c), or (m) that adopts this Plan for the benefit of its Employees.

2.9 **"Enrollment Period"** means the time period established by the Plan Administrator in which benefit elections must be made.

2.10 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time, and corresponding provisions of similar, future United States laws dealing with employee benefit plans.

2.11 **"FMLA"** means the Family and Medical Leave Act of 1993.

2.12 **"Highly Compensated Employee"** means an individual defined by Code Section 125. For purposes of the determination of Highly Compensated Employee the "top-paid group rule" of Code Section 414(q) shall apply, to the extent applicable.

2.13 **"Key Employee"** means an individual defined by Code Section 416(i)(1).

2.14 **"Membership Costs"** means the Employee's contribution for the Employee's share of the cost of selected coverages under the Optional Benefit Plan(s), as determined by the Employer and/or Plan Administrator from time to time.

2.15 **"Optional Benefit Plan"** means the following benefit programs that the Plan Sponsor has elected to be a part of this Plan and such other benefit programs as the Plan Sponsor may, in the future, designate as part of this Plan:

(a) Group health coverage (including, but not limited to, medical, dental, and vision coverage, whether fully insured or self-insured) offered by the Employer under the IMA Group Health and Flexible Spending Account Plan.

(b) Health care spending account coverage offered by the Employer under the IMA Group Health and Flexible Spending Account Plan.

(c) Dependent care spending account coverage offered by the Employer under the IMA Group Health and Flexible Spending Account Plan.

(d) Contributions to a health savings account (HSA) established by or for the benefit of a Participant.

(e) Such other group coverage under the IMA Group Health and Flexible Spending Account Plan as the Plan Administrator elects to make available to Participants on a pre-tax basis pursuant to this Plan.

No amount of Membership Costs may be applied toward the purchase of any benefit other than one included as part of an Optional Benefit Plan. **Any portion of a benefit arrangement that provides for the deferral of compensation and/or is not a qualified benefit under Code Section 125 will not be treated as a part of this Plan.**

2.16 **"Participant"** means an Eligible Employee who is qualified in accordance with Section 3, and who remains as such under this Plan. Where the context requires, the term "Participant" also includes a former Participant.

2.17 **"Plan"** means the Cafeteria Plan as set forth herein, together with any and all amendments and supplements thereto, and, as the context may require, includes the Optional Benefit Plans, which are incorporated herein by this reference.

2.18 **"Plan Sponsor"** means The IMA Financial Group, Inc. and any successor thereto.

2.19 **"Plan Year"** means the 12-month period commencing January 1.

2.20 **"Sub-Plan Document"** means any separate plan document describing the terms and conditions applicable to an Optional Benefit Plan.

3. Eligibility

3.1 Employee Eligibility. An Eligible Employee is any Employee who is eligible to participate in and receive benefits under one or more of the Optional Benefit Plans in accordance with the terms and conditions of the Optional Benefit Plan, including the terms of any applicable Sub-Plan Document and Benefit Description for the Optional Benefit Plan.

To be eligible to participate in this Plan with respect to one or more Optional Benefit Plans, an Eligible Employee must also meet all of the following requirements:

(a) Agree and elect in the manner established by the Plan Administrator to reduce his or her compensation to pay the Membership Costs (if any) with respect to such Optional Benefit Plan.

(b) Satisfy, prior to enrollment, any conditions established by the Plan Sponsor, Carrier, or applicable Sub-Plan Document or Benefit Description for such Optional Benefit Plan.

(c) Unless otherwise provided in this document or an applicable Sub-Plan Document, be regularly scheduled to work 20 or more hours per week.

For Eligible Employees who have become qualified to participate in accordance with this Section, participation under this Plan is effective following proper enrollment during such period and in accordance with such procedures as the Plan Administrator may establish from time to time. Notwithstanding the foregoing, earlier participation may be permitted in connection with qualifying status-change events, as approved by the Plan Administrator.

3.2 Cessation of Participation. In general, a Participant will cease to participate in this Plan with respect to an Optional Benefit Plan as of the earliest of the following dates:

(a) The date such Optional Benefit Plan is no longer offered under this Plan;

(b) The date this Plan terminates;

(c) The date coverage terminates under the Optional Benefit Plan or applicable Sub-Plan Document or Benefit Description; or

(d) The date on which the Participant ceases to be eligible under the requirements set forth in Section 3.1.

If a Participant is on a leave of absence due to active-duty military service, coverage under the Plan may be continued for a period of 90 days from the date the leave commences or the period of the leave, whichever is shorter.

3.3 New Hires. For purposes of this Section, a newly hired Eligible Employee will include former Employees whose previous employment ended before the current Plan Year.

New Eligible Employees who fail to make a timely election or deemed election to participate in this Plan upon first becoming eligible to participate will not be allowed to participate in this Plan until the first day of the following Plan Year (except as otherwise provided herein or as otherwise allowed in situations involving change of status). The election of such new Participant is irrevocable when made as otherwise provided herein. In no case, however, will any election agreement respecting any Optional Benefit Plan be accepted for a new individual if such agreement or agreements have not been completed in the manner established by the Plan Administrator (during the period established by the Plan Administrator) before the beginning of the first pay period for which pre-tax salary reductions are first effective.

3.4 Rehires. If a Participant's employment is terminated during the Plan Year and if such Participant is rehired during the same Plan Year, upon return to active employment such rehired individual is subject to the following provisions:

(a) If re-employment occurs within 30 days and during the same Plan Year, the individual will not be allowed to make a new election but will be required to continue the same election in place at the time the individual terminated employment, subject to recognized changes in status occurring during the individual's absence. If re-employment occurs within 30 days but during the following Plan Year, the rehired individual will be permitted to make a different election than was in place at the time the individual terminated employment and will be immediately eligible for coverages offered under the Plan (no waiting period will apply). If the rehired individual elects to resume or commence coverage, or if coverage resumes automatically, coverage will resume or commence as of the first day of the calendar month immediately following the return to service.

(b) If re-employment occurs after 30 days but within 91 days, the rehired individual will be permitted to make a different election than was in place at the time the individual terminated employment and will be immediately eligible for coverages offered under the Plan (no waiting period will apply). If the rehired individual elects to resume or commence coverage, coverage will resume or commence as of the first day of the calendar month immediately following the return to service.

(c) If re-employment occurs after 91 days, upon return to active employment such rehired individual will be treated as a new Employee of the Employer and permitted to enter into a new election after again satisfying the eligibility requirements of Section 3.01 above, including any applicable waiting period.

The terms of the applicable Sub-Plan Document should be consulted for any additional special rules applicable to rehired individuals.

4. Election To Redirect Salary

4.1 Election Procedure and Enrollment. For each Plan Year, each Participant may elect to have such Participant's compensation reduced throughout the Plan Year and applied by the Employer to purchase or provide benefits under one or more of the Optional Benefit Plan(s) offered by the Plan Sponsor.

Before the first pay day in a new Plan Year, and any other required time of enrollment, the Plan Administrator may provide new enrollment information to each Participant and to each other Employee who is expected to become eligible for participation. Enrollment must be completed in the manner established by the Plan Administrator during the Enrollment Period.

A new Participant or Employee who fails to make an election with respect to any Optional Benefit Plan on or before the last day of the Enrollment Period is deemed to have elected not to participate in any Optional Benefit Plan.

A Participant who has previously elected to make contributions to a health care spending account or dependent care spending account but who fails to make an election or re-enroll on or before the last day of the Enrollment Period for any subsequent Plan Year with respect to such contributions is deemed to have elected not to make such contributions for the subsequent Plan Year.

Unless otherwise provided in the applicable Sub-Plan Document or Benefit Description or as required by the Plan Administrator, a Participant who has previously elected (or is deemed to have elected) to participate in any other Optional Benefit Plan but who fails to make an election or re-enroll on or before the last day of the Enrollment Period for any subsequent Plan Year is deemed to have made the same elections as were in effect just prior to the end of the preceding Plan Year. The Participant is also deemed to have agreed to a reduction in compensation for the subsequent Plan Year equal to the Participant's share of the cost (as determined by the Employer) of providing benefits under such Optional Benefit Plan(s).

Notwithstanding the foregoing, the Plan Administrator may require a Participant to make a new election with respect to one or more available component benefits, if the Plan Administrator deems it necessary or desirable to do so. In such event, the Participant will be notified before the beginning of the Enrollment Period of the requirement to make a new election, and if the Participant fails to make a new election on or before the last day of the Enrollment Period, the Participant will be deemed to have elected not to participate in such component benefits for the subsequent Plan Year.

4.2 Irrevocability of Election. Elections made under this Plan (or deemed made) are irrevocable by the Participant during the Plan Year subject only to (i) certain changes as provided in Sections 4.4 through 4.7, and (ii) if applicable, Participant salary-reduction elections to contribute to a health savings account (HSA), which may be increased, decreased, or revoked at any time on a prospective basis, in accordance with the terms of this Plan on changes in elections (see, e.g., Section 4.11 below) and other uniform rules established by the Plan Administrator. Any new election allowed hereunder is effective at such time as the Plan Administrator prescribes and the Claims Administrator can accommodate. Changes in elections under this Plan will be coordinated to coincide with changes in elections under the Optional Benefit Plans. All benefit election changes under this Plan must be proximate in time to the occurrence of the event giving rise to the change. No revocation or change is accepted more than 30 days after the occurrence giving rise to the revocation or change.

4.3 Changes by Administrator. The Plan Administrator may take such actions as the Plan Administrator, in its sole discretion, deems appropriate for the operation and maintenance of this Plan and/or to assure compliance with all applicable laws and

regulations. This may include modifying elections by Highly Compensated Employees and/or Key Employees without the consent of such individuals and electing to treat separate benefit arrangements as separate plans.

4.4 Cost and Coverage Changes. If the cost of a qualified benefits plan increases or decreases during a Plan Year, Participants are required to make a corresponding prospective change in their contribution amounts. In such a case, the Administrator will, on a reasonable and consistent basis, automatically increase or decrease, as the case may be, all affected Participants' relevant benefit elections. Notwithstanding the foregoing, if the cost of a benefit package option significantly increases or significantly decreases during the Plan Year, the Plan Administrator may allow all affected Participants to make a corresponding change in their election. The preceding sentence applies in the case of a dependent care assistance plan so long as the cost change is permitted by the Code and applicable regulations.

If a Participant (or the Participant's spouse or dependent) has a significant curtailment of coverage under a plan during the Plan Year, the following provisions will apply:

(a) If such curtailment does not result in a loss of coverage, the Plan Administrator may permit a Participant who was receiving coverage to revoke his or her election and in lieu thereof to receive on a prospective basis coverage under another benefit package option providing similar coverage.

(b) If such curtailment results in the loss of coverage, the Plan Administrator may permit a Participant to revoke his or her election and in lieu thereof to receive on a prospective basis coverage under another benefit package option (or to drop coverage if no similar benefit package option is available).

For purposes of the foregoing paragraph, a loss of coverage means a complete loss of coverage under a benefit package option or other coverage option. In addition, the Plan Administrator may elect to treat the following events as a loss of coverage: (i) a substantial decrease in the medical care providers under the option; (ii) 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 undergoing treatment, or (iii) any other similar fundamental loss of coverage.

If a new benefit package option or other coverage option is added during the Plan Year or if an existing benefit package option is significantly improved during the Plan Year, the Plan Administrator may permit Participants to revoke their benefit elections and in lieu thereof make a prospective election for coverage under the new or improved benefit package option.

4.5 Change Under Spouse's or Dependent's Plan. A Participant may be allowed to revoke a benefit election agreement for the balance of a Plan Year and make a new prospective election change if both the revocation and new election change is on account of and corresponds to an election change made under another employer's plan (including the plan of the same 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 the rules of Sections 4.4, 4.6, or 4.7, or (ii) the Plan Year of this Plan is different from the period of coverage under the other cafeteria plan or other

qualified benefits plan. Changes in elections under this Plan will be coordinated to coincide with election changes made by the Participant's spouse or dependent.

4.6 Change of Status. A Participant may be allowed to revoke a benefit election agreement for the balance of a Plan Year and make a new prospective election if both the revocation and the new election are on account of and consistent with a change in status. For purposes of this Plan, a change in status includes events that change the Participant's legal marital status including marriage, death of a spouse, divorce, legal separation, or annulment; events that change the Participant's number of dependents including birth, death, adoption, or placement for adoption; any of the following events that change the employment status of the Participant, the Participant's spouse, or the Participant's dependent: termination or commencement of employment, a strike or lockout, a commencement or return from an unpaid leave of absence, a change in worksite, or a change in the employment status of the Participant or the Participant's spouse or dependent with the consequence that the individual becomes or ceases to be eligible to participate in the cafeteria plan or other benefit plan of such person; events that cause the Participant's dependent to satisfy or cease to satisfy the requirements for coverage including attainment of a specified age or any other similar circumstance; a change in the place of residence of the Participant, or the Participant's spouse or dependent; and any other change or revocation which the Plan Administrator determines will allow a change or revocation of an election during the Plan Year under the regulations or rulings of the Internal Revenue Service.

In addition to the foregoing changes in benefit elections, the following changes will also be allowed:

(a) **Special Enrollment Rights.** A Participant may be allowed to revoke an election for coverage under a group health insurance plan during a period of coverage and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f).

(b) **Judgment, Decree, or Order.** A conforming election under a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires accident or health insurance coverage for the Participant's child or for a foster child who is a dependent of the Participant (the foregoing includes an election to provide coverage for the child if the order requires coverage for the child under the Participant's plan and cancellation of coverage for the child if the order requires the spouse or former spouse or other individual to provide coverage for the child and that coverage is in fact provided).

(c) **Medicare or Medicaid Enrollment.** If a Participant or the Participant's spouse or dependent who is enrolled in an accident or health plan of the Employer

becomes enrolled under Medicare Part A or Part B of Title XVIII of the Social Security Act or Title XIX of the Social Security Act (other than coverage consisting solely of benefits described in Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines)) the Participant may make a prospective election to cancel or reduce coverage for that individual, or if the Participant, or the Participant's spouse, or dependent loses coverage under Medicare or Medicaid, a prospective election may be made to commence or increase coverage of that individual.

(d) **Loss of Other Governmental Coverage.** If an Employee, spouse of an Employee, or dependent loses group health insurance coverage sponsored by a governmental or educational institution (e.g., State children's health insurance coverage program under Title XXI of the Social Security Act, a medical care program of an Indian Tribal government (as defined in Code Section 7701(a)(40), Indian Health Service or tribal organization, a State health benefit risk pool, or a Foreign government group health plan), the Employee may make a prospective election to commence or increase health insurance coverage for the Employee, spouse, or dependent.

(e) **Reduction of Hours (Major Medical Only).** A Participant who was reasonably expected to average 30 hours of service or more per week and experiences an employment status change such that he or she is reasonably expected to average less than 30 hours of service per week may prospectively revoke his or her election for group health coverage (other than health FSA coverage or coverage consisting solely of excepted benefits), so long as the Participant certifies that he or she and any related individuals whose coverage is being revoked have enrolled or intend to enroll in another plan providing minimum essential coverage for coverage that is effective no later than the first day of the second month following the month that includes the date the group health coverage election under this Plan is revoked.

(f) **Exchange Enrollment (Major Medical Only).** A Participant who is eligible to enroll in a qualified health plan (QHP) through a government-sponsored exchange (Marketplace) during an exchange special or annual open enrollment period may prospectively revoke his or her election for group health coverage (other than health FSA coverage or coverage consisting solely of excepted benefits), so long as the Participant certifies that he or she and any related individuals whose coverage is being revoked have enrolled or intend to enroll in the QHP for coverage that is effective no later than the day immediately following the day the employer-sponsored group health coverage ends.

4.7 Family Leave. Special rules applicable to leaves under the FMLA are set forth in the Optional Benefit Plan documents incorporated by reference into this Plan. See also Section 5.1.

4.8 Automatic Termination of Election. Elections made by a Participant under this Plan (or deemed made) will automatically terminate as of the date an Employee ceases to participate in this Plan; provided, however, coverage and benefits under Optional Benefit Plans may continue if and to the extent provided by such Plans (e.g., pursuant to COBRA continuation elections).

4.9 Description of Benefits Other than Cash. Although the election to participate in one or more of the Optional Benefit Plans may be made under this Plan, the benefits is provided not by this Plan but by the applicable Optional Benefit Plan. The types and amounts of benefits available under the Optional Benefit Plans, the requirements for participating in such Plans, and the other terms and conditions of coverage and benefits under such Plans are as set forth from time to time in the Plan documents for such Plans and in the group insurance or other contracts, if any, which constitute (or are incorporated by reference in) such Plans.

4.10 Reduction of Compensation. If a Participant elects coverage under any Optional Benefit Plan, the Participant's cash compensation is reduced, and an amount equal to the reduction is contributed by the Employer under the applicable Optional Benefit Plan to pay or cover the Participant's share of the cost of such benefit (such share being determined from time to time by the Employer and as determined by its insurers, Claims Administrator or other persons). Any balance of the cost of each such benefit is paid by the Employer under this Plan and the Optional Benefit Plans with non-elective Employer contributions.

4.11 Timing of Election. Under no circumstances will an election to reduce compensation made under this Plan be accepted after the beginning of a pay period for which it is to be effective. All elections to reduce compensation must be completed before the beginning of the first pay period for which such election is to take effect. All elections, including permitted changes in elections, will be effective at such time as the Plan Administrator will prescribe and the Claims Administrator can accommodate (e.g., the first day of the month following timely notice). In the case of salary-reduction contributions to a health savings account, prospective changes in elections are allowed at least monthly.

4.12 Provisions Related to HSA Contributions. A Participant may elect to make salary reduction contributions on a pre-tax basis to a health savings account (HSA) established and maintained outside the Plan by a trustee/custodian designated by the Employer. As described in this Section 4, such election can be increased, decreased, or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed. The following provisions also apply:

(a) **Maximum Contribution.** The amount a Participant elects to contribute to an HSA during a calendar year may not exceed the statutory maximum amount for HSA contributions applicable to the Participant's high deductible health plan coverage option (i.e., single or family) in effect for the calendar year in which the contribution is made. The maximum annual Contribution is (a) reduced by any Employer contribution made to the HSA on the Participant's behalf; and (b) prorated for the number of months in which the Participant is an HSA-eligible Individual.

(b) **Recording of Contributions.** A Participant's HSA is not an employer-sponsored employee benefit plan. It is an individual trust or custodial account separately established and maintained by a trustee or custodian outside the Plan.

Consequently, the HSA trustee or custodian, not the Employer, will establish and maintain the HSA. The Plan Administrator will maintain records to keep track of HSA contributions a Participant makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in an HSA.

(c) **Tax Treatment of HSA Contributions and Distributions.** The federal income tax treatment of the HSA (including contributions and distributions) is governed by Code Section 223.

(d) **HSA Not an ERISA Plan.** HSA-related benefits under this Plan consist solely of the ability to make contributions to the HSA on a pre-tax salary reduction basis. Terms and conditions of coverage and benefits (e.g., eligible medical expenses, claims procedures, etc.) is provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee or custodian to each electing Participant, and such terms and conditions are not a part of this Plan or any other plan sponsored or maintained by the Employer. Even though this Plan may allow pre-tax salary reduction contributions to an HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

5. Leaves of Absence

5.1 FMLA Leaves of Absence

(a) **Health Benefits.** Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the FMLA, then to the extent required by the FMLA, the Employer will continue to maintain the Participant's health benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue his or her coverage while on leave, the Employer will continue to pay its share of the cost of coverage.

The Employer may require Participants to continue all health benefits coverage while they are on paid leave, if Participants on non-FMLA paid leave are required to continue such coverage. In that case, the Participant's share of the required Membership Costs must be paid by the method normally used during any paid leave (e.g., on a pre-tax salary reduction basis).

In the event of an unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue his or her health benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Participant may pay his or her share of the required Membership Costs in one of the following ways:

(1) With after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer.

(2) With pre-tax dollars, by either (A) having such amounts withheld from the Participant's ongoing compensation (if any); or (B) pre-paying all or a portion of the Membership Costs for the expected duration of the leave on a pre-tax salary reduction basis out of pre-leave compensation. To pre-pay Membership Costs, the Participant must make a special election to that effect before the date that such compensation would normally be made available.

(3) Under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis upon the Participant's return).

If the Employer requires all Participants to continue health benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Membership Costs until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Membership Costs not paid by the Participant during the leave. Payment will be withheld from the Participant's compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's health benefit coverage under one or more Optional Benefit Plans ceases while on FMLA leave (e.g., for non-payment of required Membership Costs), then the Participant is permitted to re-enter the applicable Optional Benefit Plan upon return from such leave on the same basis as when the Participant was participating in the Plan before the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose health benefit coverage under one or more Optional Benefit Plans terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, so long as Participants who return from a period of unpaid, non- FMLA leave are required to be reinstated in such coverage. Special rules apply to reinstatement of coverage under a health FSA, and the Sub-Plan Document and Benefit Description for the health FSA benefit (if applicable) should be consulted for further information.

(b) **Non-Health Benefits.** If a Participant goes on a qualifying leave under the FMLA, then entitlement to non-health benefits (such as DCAP Benefits) is to be determined by the Employer's policy for providing such benefits when Participants are on non-FMLA leave. If such policy permits a Participant to discontinue contributions while on leave, then the Participant will, upon returning from leave, be required to repay the Membership Costs not paid by the Participant during the leave. Payment will be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as may be agreed upon by the Plan Administrator and the Participant, or as the Plan Administrator otherwise deems appropriate.

5.2 Non-FMLA Leaves of Absence. If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Membership Costs due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the applicable election change rules in Section 4 will apply.

6. Forfeiture Provisions

6.1 Forfeiture of Unused Amounts. Except as may be expressly provided in an Optional Benefit Plan (e.g., a grace period or carryover option), this Plan absolutely prohibits the carryover from one Plan Year to the next Plan Year of amounts dedicated to the payment of the cost of coverage under any Optional Benefit Plan. Except as may be expressly provided in an Optional Benefit Plan, no such amounts may be used to pay for coverage extending beyond the end of the Plan Year, and any such amount held after the end of the Plan Year and not utilized to pay Plan costs incurred during the Plan Year on or before 90 days after the end of the Plan Year will be made available for purposes of defraying reasonable administrative costs of the Plan.

This Plan is intended to comply with applicable provisions of the Code including applicable Treasury Regulations and other administrative guidance promulgated pursuant to Code Section 125. In that regard, except as may be expressly provided in an Optional Benefit Plan, any pre-tax amount directed or contributed by an Employee under this Plan, remaining unexpended or unapplied at the end of any Plan Year, will be forfeited and not returned to the Participant directly or indirectly in any form, including cash, taxable salary, or any other form of benefits, nor will this Plan or any trust used in conjunction with the Plan operate in any manner which would enable any Participant to defer the receipt of compensation.

7. Maximum Contributions and Funding

7.1 Maximum Contributions. The maximum amount of contributions under this Plan for any Participant is the sum of the costs from time to time of the most expensive benefits available to the Participant under the Optional Benefit Plans.

7.2 Funding. Nothing herein will be construed to require the Employer or the Plan Administrator to maintain any fund or to segregate any amount for the benefit of any Participant, and no Participant or other person will have any claim against, right to, or security or other interest in any fund, account, or asset of the Employer from which any payment under this Plan may be made. The Employer may engage a third-party paying agent to assist in making benefit payments on the Employer's behalf under this Plan or an Optional Benefit Plan.

8. Plan Sponsor

8.1 Plan Sponsor Duties. The Plan Sponsor has the authority and responsibility for:

(a) Determining the design of this Plan, including the right to amend or terminate this Plan;

(b) The qualification of this Plan under applicable law; and

(c) The exercise of all functions and powers as may be necessary to the operation of this Plan, except such functions as are assigned to others pursuant to this Plan.

8.2 Delegation of Duties. The Plan Sponsor may delegate its duties and responsibilities under this Plan to other persons.

8.3 Action by Plan Sponsor. Whenever the Plan Sponsor under the terms of this Plan is permitted or required to do or perform any act or matter or thing, it is authorized by the Plan Sponsor's governing board or body or is performed by an officer or other delegate thereunto duly authorized by such board or body.

9. Administration of Plan

9.1 Plan Administrator. The administration of this Plan is under the supervision of the Plan Administrator. It is a principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan without discrimination among them. Benefits under this Plan are paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them. The Plan Administrator has full power to administer this Plan in all of its details. For this purpose, the Plan Administrator's powers include, but are not limited to, the authority, in addition to all other powers provided by this Plan, to:

(a) Determine in its sole and absolute discretion the eligibility of any individual to participate in this Plan and of any individual to receive benefits under this Plan;

(b) Make discretionary interpretations regarding the terms of this Plan and make any factual findings with respect to any issue arising under the Plan, its interpretation to be final and conclusive on all persons claiming benefits under this Plan;

(c) Review and render decisions respecting benefit elections under this Plan;

(d) Make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of this Plan;

(e) Appoint such agents, specialists, legal counsel, accountants, consultants, or other persons as the Administrator deems advisable to assist in administering this Plan;

(f) Allocate and delegate its responsibilities under this Plan and designate other persons to carry out any of its responsibilities under this Plan;

(g) Be responsible for all reporting and disclosure requirements for this Plan under the law;

(h) Receive from the Plan Sponsor, Employer, Employees, Participants, and other persons such information as is necessary for the proper administration of this Plan;

(i) Furnish to the Plan Sponsor upon request, such reports with respect to the administration of this Plan as are reasonable and appropriate; and

(j) Maintain all records of this Plan.

Notwithstanding the foregoing, the Plan Administrator's authority under this Section 9.1 will not extend to any matter as to which an administrator under any other plan is empowered to make determinations under such other plan.

9.2 Examination of Records. The Administrator will make available to each Participant and his or her duly authorized representative such of the records under this Plan as pertain to such Participant, for examination at reasonable times during normal business hours.

9.3 Reliance. In administering this Plan, the Administrator is entitled to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by agents, specialists, legal counsel, accountants, consultants or other persons with whom the Administrator may contract for specific services or advice.

9.4 Discretion. Any discretion or judgment to be exercised by the Administrator is exercised in the Administrator's sole and absolute discretion. If the Administrator is an individual, and if the Administrator's discretionary authority under this Plan must be exercised with respect to himself as a Participant, then such discretionary authority is exercised solely and exclusively by the Plan Sponsor. If the Administrator is a committee, and if the Administrator's discretionary authority under this Plan must be exercised with respect to any member of the committee as a Participant, then such discretionary authority is exercised solely and exclusively by the other members of the committee. If there are no such members of the committee, such discretionary authority is exercised solely and exclusively by the Plan Sponsor.

9.5 Nondiscriminatory Exercise of Authority. Whenever, in the administration of this Plan, any discretionary action by the Administrator is required, the Administrator will exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially similar treatment.

9.6 Committee. If the Administrator is a committee of two or more persons, each member of the committee is appointed by the Plan Sponsor. Such committee will act by a decision of a majority. When the membership of such committee is an even number and a majority decision cannot be obtained, the Plan Sponsor will decide the issue. Notwithstanding the foregoing, the committee may empower any member of the committee or such other person or persons as the committee may designate to act on behalf of the committee, such authorization to remain in effect until revoked by the committee. A dissenting committee member who, within a reasonable time after he has knowledge of any action or failure to act by the majority, registers his dissent in writing delivered to the other committee members and the Plan Sponsor, will not be responsible for any such action or failure to act.

9.7 Compensation and Expenses. The Plan Sponsor will pay to the Administrator and/or the Claims Administrator, at least annually, reasonable compensation for the Administrator's services hereunder at a rate to be agreed upon from time to time, unless the Administrator or Claims Administrator (if the Administrator is a committee, any member of the committee) is then receiving compensation as an Employee of the

Employer. All expenses of the Administrator may be paid or reimbursed by the Employer. Such expenses may include any expenses incident to the performance of the Administrator's duties and responsibilities, including, but not limited to, fees of agents, specialists, legal counsel, accountants, consultants and other persons, and other costs of administering this Plan.

9.8 Resignation and Removal. The Administrator or Claims Administrator may resign or may be removed by the Plan Sponsor at any time, with or without cause, such resignation or removal to be accomplished by the giving of 30 days' prior written notice. Upon such resignation or removal, the Plan Sponsor will appoint a successor Administrator or Claims Administrator, as the case may be, to whom the then Administrator or Claims Administrator will transfer all documents and records relating to this Plan. Such successor Administrator or Claims Administrator will thereupon succeed to all of the powers, title, rights, duties and immunities given to the Administrator or Claims Administrator, as the case may be, under this Plan. In the case where the Administrator is a committee, a resignation of the Administrator is considered to have occurred only if at least 50% or more in number of the members of such committee has resigned. Where less than that number of members has resigned, the other members of the committee will continue to function as the Administrator under this Plan. In such event, the Plan Sponsor will appoint an additional person to fill each vacancy. However, no additional action is needed to continue the viability of the committee as the Administrator. The same principles will apply for removal of members of the committee.

10. Claims Procedure

10.1 Claims Deferral. Any claim which arises under this Plan in which benefits are paid under an Optional Benefit Plan or pursuant to a policy of insurance or HMO contract will not be subject to review by the Employer or Claims or Plan Administrator, and neither the Employer nor Claims or Plan Administrator has authority under this Section as to any matter to which an administrator, insurer or HMO is empowered to make determinations under such Optional Benefit Plan, policy of insurance or contract. It is the intent hereof that this Plan defer to such Optional Benefit Plan's, policy's, or contract's claim procedure.

10.2 Claims for Fully Insured Benefits. To obtain benefits, not otherwise automatically reimbursed or paid, from an insurer or HMO, a claimant must follow the claims procedures under the applicable insurance or HMO contract, which may require the claimant to complete, sign and submit a written claim on the Insurer's or HMO's claim form. Forms are available from the insurer, HMO or applicable administrator.

The insurer or HMO will decide a claimant's claim in accordance with its reasonable claims procedures, as required by ERISA. The insurer or HMO has the right to secure independent advice and to require such other evidence as it deems necessary in order to decide the claim. If the insurer or HMO denies the claim, in whole or in part, the claimant will receive a written notification setting forth the reason(s) for the denial.

If a claim is denied, the claimant may appeal to the insurer or HMO for a review of the denied claim. The insurer or HMO will decide the claim appeal in accordance with its reasonable claims procedures, as required by ERISA. If a claimant fails to appeal on time, the claimant may lose the right to file suit in a state or federal court, as the claimant

will not have exhausted the claimant's internal administrative appeal rights (which is generally a prerequisite to bringing a suit in state or federal court).

10.3 Claims for Self-Funded Benefits. To obtain self-funded benefits, not otherwise automatically reimbursed or paid, a claimant must complete, sign and submit a written claim form to the Plan Administrator on a form available from the Plan Administrator.

The Plan Administrator will decide a claimant's claim in accordance with its reasonable claims procedures, as required by ERISA. The Plan Administrator has the right to secure independent advice and to require such other evidence as it deems necessary in order to decide the claim. If the Plan Administrator denies the claim, in whole or in part, the claimant will receive a written notification setting forth the reason(s) for the denial.

If a claim is denied, the claimant may appeal to the Plan Administrator for a review of the denied claim. The Plan Administrator will decide the claim appeal in accordance with its reasonable claims procedures, as required by ERISA. If a claimant fails to appeal on time, the claimant may lose the right to file suit in a state or federal court, as the claimant will not have exhausted the claimant's internal administrative appeal rights (which is generally a prerequisite to bringing a suit in state or federal court).

10.4 Sub-Plan Document and Benefit Description. In all cases, claimants should refer to the applicable Sub-Plan Document, Benefit Description, and summary plan description for more information about how to file a claim and for details regarding the applicable claims procedures.

11. Amendment

11.1 Right to Amend. The Plan Sponsor reserves the right, at will, at any time and from time to time, to modify, alter, or amend this Plan (including, without limitation, a retroactive modification, alteration, or amendment), in whole or in part, and any such modification, alteration, or amendment is binding upon the Administrator, the Claims Administrator, any adopting Employers, the Employees, the Participants and all persons; provided, however, that the duties, powers and liabilities of the Administrator and the Claims Administrator will not be substantially increased without the Administrator's and Claims Administrator's written consent. All amendments to this Plan must be in writing.

12. Termination

12.1 Termination of Plan. The Plan Sponsor has established this Plan with the bona fide intention and expectation that it is continued indefinitely, but the Plan Sponsor will have no obligation whatsoever to maintain this Plan, or any part of this Plan, for any given length of time and may at will, and at any time, discontinue or terminate this Plan in whole or in part without liability. In addition, an adopting Employer has the right to discontinue or terminate its participation in this Plan as to its Employees.

12.2 Termination of Optional Benefits. Upon termination of any Optional Benefit Plan incorporated herein by reference, the corresponding rights and obligations under this Plan will terminate on the same date as termination of the Optional Benefit Plan.

12.3 Termination Procedures. Upon termination of this Plan, the Plan Sponsor will give notice of the same to all Participants, all individuals then receiving benefits under this

Plan, the Administrator, the Claims Administrator, and any other affected person. Further, upon termination of this Plan, all elections and reductions in compensation related to this Plan will terminate, and payment thereafter is made only in accordance with provisions of the individual Optional Benefit Plans.

13. Miscellaneous

13.1 Communication to Participants. The Plan Sponsor will notify all Participants of the availability and terms of this Plan.

13.2 Limitation of Rights. Neither the establishment of this Plan nor any amendment thereof is construed as giving to any Employee or other person any legal or equitable right against the Administrator, Claims Administrator, Plan Sponsor, Employer or any other person, except as expressly provided herein, and in no event will the terms of employment or service of any Employee be modified or in any way be affected hereby.

13.3 Nonassignability of Rights. The right of any person to receive any benefit under this Plan will not be alienable by such person by assignment or any other method (except as otherwise provided in this Plan), and will not be subject to be taken by such person's creditors by any process whatsoever, and any attempt to cause such right to be so subjected will not be recognized.

13.4 No Guarantee of Tax Consequences. Neither the Administrator, Claims Administrator, Employer, nor the Plan Sponsor makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant is excludible from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant with respect to salary reduction amounts or otherwise. It is the obligation of each Participant to determine whether each payment is excludible from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludible.

13.5 Indemnification of Employer by Participants. Each Participant will indemnify and reimburse the Employer for any liability the Employer may incur for failure to withhold federal or state income tax, social security tax, unemployment tax, or other required amounts from any payment or reimbursement. However, such indemnification and reimbursement will not exceed the amount of additional federal and state income tax that the Participant would have owed if the payment or reimbursement had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax, unemployment tax, or other required amounts that would have been paid on such compensation, less any such additional income tax, Social Security tax, unemployment tax, or other required amounts actually paid by the Participant.

13.6 Information to be Furnished. Each Employee and Participant must provide the Plan Sponsor, Employer, Plan Administrator, and any duly authorized Claims Administrator with such information and evidence, and must sign such documents, as may reasonably be requested from time to time for the purpose of administration of this Plan.

13.7 Binding on Successors. This Plan is binding upon all persons entitled to benefits under this Plan, their respective heirs and personal representatives, upon the Employer, its successors and assigns, and upon the Administrator and its successors.

13.8 Headings. The headings used in this Plan are inserted for reference purposes only and will not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions herein.

13.9 Notices. Except as otherwise provided in this Plan, any notices or communications required to be given herein by any Participant, Employer, the Plan Sponsor, the Administrator, or duly authorized Claims Administrator, are deemed given when delivered or when placed in the United States mail in an envelope addressed to the last communicated address of the person to whom the notice is being given, with adequate postage thereon prepaid.

13.10 Word Usage. Wherever any words are used herein in the masculine or neuter gender, they is construed as though they were used in the feminine, masculine or neuter gender, as the context may require, and vice versa, and wherever any words are used herein in the singular form they is construed as though they were also used in the plural form, as the context may require, and vice versa.

13.11 Severability. If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions thereof, and the Plan is construed and enforced as if such provisions had not been included.

13.12 Adoption by Other Employers. Any entity with employees now in existence or hereafter formed or acquired, which is not already an Employer under the Plan, and which is otherwise legally eligible, may in the future, with the consent and approval of the Plan Sponsor adopt the Plan for all or any classifications of persons in its employment, and thereby, from and after the specified effective date, become an Employer under the Plan. However, the sole and absolute right to amend the Plan is reserved to the Plan Sponsor. The adoption will become, as to the adopting entity and its employees, a part of the Plan, and may contain such specific changes or variations in Plan provisions as may be acceptable to the Plan Sponsor. It will not be necessary for the adopting entity to sign or execute the original or the amended Plan documents. The Plan Sponsor may on notice to any adopting Employer withdraw its consent and approval for such entity to be an adopting Employer of the Plan. The administrative powers and control of the Plan Sponsor as provided in the Plan, including the sole right of amendment and of appointment and removal of the Plan Administrator, will not be diminished by reason of the participation of any such adopting entity in the Plan.

Any entity that is an adopting employer of the Plan immediately before an amendment and restatement of the Plan will continue as an adopting employer of the Plan following amendment and restatement of the Plan (subject to the Plan Sponsor's right to withdraw its consent and approval for such entity to be an adopting employer, as described herein), and any entity that is an adopting employer of any merged plan immediately before merger of such merged plan into the Plan will automatically become an adopting employer of the Plan as of the date of the merger (subject to the Plan Sponsor's right to withdraw its consent and approval for such entity to be an adopting employer, as described herein).

13.13 Erroneous Payments/Fraud or Misrepresentation. If any person receives any payment that the Plan Administrator in its sole discretion later determines the person was not entitled to receive, such person is required to make reimbursement to the Plan. The Administrator has the right to offset any future payment against amounts that the

person was not otherwise entitled to receive. In addition, if any person obtains coverage and/or benefits or other payments under the Plan by reason of any direct or indirect act of fraud or misrepresentation (including fraud or misrepresentation by omission), as determined by the Plan Administrator in its sole discretion, such individual is required to make restitution to, and/or pay any direct or indirect fees, expenses, costs, losses, or other damages suffered by, the Plan and/or the Employer by reason of such act of fraud or misrepresentation in such amount or amounts as may be determined by the Plan Administrator, in its sole discretion. The Plan Administrator also may take such other and further action with respect to such individual as it deems necessary or appropriate, including, but not limited to, retroactively terminating such individual's participation in the Plan.

13.14 No Contract of Employment. Nothing contained herein will be construed to constitute a contract of employment between an Employer and any Employee or other individual. Nothing herein contained will be deemed to give any Employee or other individual the right to be retained in the employ of an Employer or to interfere with the right of the Employer to discharge any Employee or other individual at any time without regard to the effect such discharge might have on the Employee or other individual as a Participant under the Plan.

13.15 Indemnification by Employer. Each Employer will indemnify and save harmless each member of its governing body and any Employee of the Plan Sponsor (or any Employer), from and against losses resulting from liability to which they may be subjected by reason of any act or conduct (except willful or wanton misconduct) in their official capacities in the administration of this Plan. Expenses include the amount of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted, or a proceeding brought in settlement thereof. The foregoing right of indemnification is in addition to any other rights to which any such person may be entitled as a matter of law.

13.16 Use of Electronic Media. Notwithstanding any provision of the Plan to the contrary, including provisions requiring the use of a written instrument, the Plan Administrator may establish procedures for the use of electronic media in communications and transactions between or among the Plan, the Plan Administrator, and/or Participants. Electronic media may include, but are not limited to, the Internet, e-mail, Intranet systems, and automated telephonic response systems.

13.17 Governing Law. It is the intention of the Plan Sponsor that, to the extent applicable, the Plan will comply, and will be interpreted, construed, and administered in a manner that complies with the requirements of all applicable laws, including, without limitation, the Code and the FMLA. To the extent not preempted by the laws of the United States of America, the Plan will be governed, construed, and administered under the laws of the State of Kansas.

In Witness Whereof, the Plan Sponsor has caused this amended and restated Plan document to be executed in its name and behalf, to be effective as of January 1, 2024.

IMA Financial Group, Inc.

Bob Hooks

By: _____