

Version 1

PruPassages Agreement

Effective January 1, 2025 ("Effective Date")

Between

Hall County, Georgia ("Customer")

and

The Prudential Insurance Company of America ("Prudential")

Whereas, Prudential issued a group life insurance contract number 72323 ("Group Contract") to Customer; and

Whereas, Customer has requested, and Prudential has agreed to provide the PruPassages services delineated below in relation to the Group Contract.

Now, therefore in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Prudential agree as follows:

1. The capitalized terms used herein that are defined in the Group Contract shall have the same meanings assigned to them as in the Group Contract.
2. Customer, on behalf of itself and its Included Employers, their officers, directors, agents and representatives, and their employee benefit plan(s) and the trustees and other representatives of such plan(s) shall:
 - a. Provide Prudential, in a mutually agreed format, detailed, accurate contact information for any person enrolled for life insurance coverage under the Group Contract ("Covered Person") and who lost that coverage because of termination of employment or no longer being in a covered class within fourteen (14) calendar days after the coverage termination effective date. The detailed Covered Person information shall include that person's complete name and address. In addition, the former Covered Person's home and/or cell phone number and personal email address shall be provided if available; and
 - b. Respond to inquiries from Prudential about former Covered Person contact information within two (2) business days.
3. Customer understands and agrees that Prudential shall have no obligation to commence performance of the PruPassages services regarding late, inaccurate, incomplete, and/or improperly formatted required information for any former Covered Person until such information has been correctly provided however, that corrected information is received no later than the seventy-fifth (75th) day after that former Covered Person's group life insurance coverage ended. Prudential shall not be liable for any costs or expenses of any kind attributable to Customer's failure to act in accordance with this Agreement.
4. Customer understand that Prudential may use plan-related information to provide current and former employees of your organization and participants and beneficiaries, with information, education (including online and/or through live seminars) and tools regarding financial wellness, potentially including non-plan products, advice or services relevant to participant distributions, (including information concerning IRA rollovers), and other individual products and services offered by Prudential and its affiliates or by third parties. These products and services can benefit such persons by giving them access to advice and solutions to bridge their financial wellness gaps. Such access to information may benefit Prudential through an individual's purchase of products or services (e.g., individual life solutions).
5. Prudential shall:
 - a. Distribute conversion, and when appropriate portability, notifications to former Covered Persons within ten (10) business days of receipt of timely accurate and properly formatted former Covered Person information; and
 - b. Execute reach out and provide access to a Prudential financial professional to the former Covered Person within ten (10) calendar days of distribution of the conversion and/or portability notifications to
 - 1) Clearly explain the former Covered Person's conversion and/or portability options, as appropriate,
 - 2) Assist the former Covered Person, upon request, with completion of the conversion or portability process, including paperwork, should the former Covered Person decide to port or convert their group life insurance coverage
 - 3) Provide, upon request, knowledgeable and objective guidance to assist the former Covered Person with maintaining financial wellness; and

- 4) Provide, upon request, a complimentary non-solicitous evaluation of the former Covered Person's financial needs, priorities and goals
6. This Agreement shall commence on the Effective Date and continue until the occurrence of the first of the following events:
 - a. Termination of the Group Contract;
 - b. Mutual agreement of the parties; or
 - c. By either party giving the other party at least ninety (90) calendar days prior written notice of its intent to termination this Agreement.
7. Any documents, notes, copies, or other portions or reproductions of any part of Prudential information and/or the records related to Prudential services hereunder may be retained as required by law or any regulatory authority to which Prudential is subject. Prudential will not be required to return or destroy archive copies of such information made for backup purposes, whether such copies are in original form or not. Such copies will be destroyed upon the normal expiration of backup files.
8. **General Provisions**
 - a. Assignment. Neither party may assign its rights, duties or obligations under the Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Prudential may assign its obligations under the Agreement to an affiliate, subsidiary or any entity owned or controlled by Prudential, or pursuant to merger, consolidation or corporate reorganization upon prior written notice to Customer.

Any of the functions to be performed by Prudential under this Agreement may be performed by Prudential or any of its subsidiaries.
 - b. Governing Law and Jurisdiction. This Agreement and performance hereunder shall be governed by the laws of the State of Georgia without regard to conflict of laws
 - c. Limitation of Liability. Neither party shall be liable to the other party for any consequential, incidental or special damages arising out of or in connection with the Agreement, even if the other party has been advised of the possibility of such damages.
 - d. No Third-Party Beneficiaries. The Agreement confers no rights whatsoever upon any person other than the parties hereto.
 - e. Severability. If for any reason, any provision of this Agreement shall be, is or hereafter determined by decision, act or regulation of a duly constituted governmental body or authority, to be in any respect invalid, such determination shall not nullify any of the other terms and provisions of this Agreement, and in such respect or respects as may be necessary to conform this Agreement with the applicable provisions of law in order to prevent the invalidity of such provision or provisions, the said provision or provisions shall be deemed automatically amended to conform with such law, rule, regulation, act or decision, but only in the jurisdictions directly affected by such law, rule, regulation, act or decision.
 - f. Signature. Each party warrants and represents that this Agreement is executed by its duly authorized representative. If this Agreement is not executed by the Customer within ninety (90) calendar days from 1/1/25 (i.e. deemer period beginning) and you continue to make payments for the Prudential services pursuant to the terms hereof and the Group Contract, then Customer will be deemed to have consented and agreed to all the terms of this Agreement as 4/1/25 (i.e. deemer period expiration).
 - g. Waiver. Failure to insist upon compliance with any provision of the Agreement at any given time shall not operate to waive or modify such provision or render it unenforceable as to any other time or occasion. No waiver of any of the terms or conditions of the Agreement shall be valid unless a written notice of such waiver is received and signed by a duly authorized person representing the party waiving the Agreement term or condition. The rights and remedies of the parties set forth in the Agreement are in addition to any rights or remedies such party may otherwise have at law or in equity.
 - h. Entire Agreement; Amendment. The Agreement and any exhibit(s) and appendices attached thereto, if any, constitutes the complete and exclusive statement of the terms and conditions between the parties related to the subject matter hereof, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written,

between the parties relating to the subject matter of the Agreement. The Agreement may not be modified or altered except by written instrument duly executed by authorized representatives of both parties.

Further the parties agree that this Agreement is independent of the Group Contract and that nothing herein shall or be construed to amend, modify or change any term or provision of the Group Contract.

- i. Notices. All notices, demands, payments, or other communications required or permitted hereunder will be delivered or mailed to the parties at the addresses set forth below or at such other place as the party designates in writing.

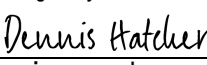
To Prudential: Vice President, Group Insurance Account Management
Prudential Insurance Company of America
213 Washington Street, 14th Floor
Newark, NJ 07102

With a copy to: Chief Legal Officer, Group Insurance
Prudential Insurance Company of America
213 Washington Street, 14th Floor
Newark, NJ 07102

To: Customer: Hall County, Georgia
2875 Browns Bridge Road
Gainesville, GA 30504

In Witness Hereof, the parties have caused this Agreement to be executed on the date indicated below.

Hall County, Georgia
"Customer"
Signed By: 
By: _____
Print Name: Richard Higgins
Title: Chairman
Date: 12/31/2024

The Prudential Insurance Company of America
"Prudential"
Signed By: 
By: _____
Print Name: Dennis Hatcher
Title: VP Distribution
Date: 12/31/2024