

THE BANK OF NEW YORK MELLON
HEALTH SAVINGS ACCOUNT AGREEMENT & DISCLOSURE STATEMENT

The Previous Health Savings Account Agreement and Disclosure Statement and Their Amendments are replaced with the following and effective November 15, 2019.

This Health Savings Account Agreement and Disclosure Statement (this “Agreement”) is entered into by and between the account owner (referred to in this Agreement as “you” and “your”) and The Bank of New York Mellon (referred to in this Agreement as “we”, “us”, and “our”). It specifies the terms of the Health Savings Account you are opening with us (your “Account”). Your Account is as an individual custodial account established in accordance with the statutory requirements of Section 223 of the Internal Revenue Code (the “Code”) governing health savings accounts (“HSA”), and we will serve as the custodian for your Account pursuant to this Agreement. You and your employer can make deposits into and withdrawals from the Account subject to any requirements or limitations that we may specify from time to time.

Section 1: Establishment of the Custodial Account.

Purpose of your Account and your eligibility. As the Account owner, you establish this HSA for the exclusive purpose of paying or reimbursing your qualified medical expenses and those of your spouse and your dependents. You represent that, unless you use this Account solely to make rollover contributions, you are eligible to contribute to this HSA. You further represent that: (1) you have healthcare coverage under a high deductible health plan (HDHP); (2) you have no other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) you are not enrolled in Medicare; and (4) no other person can claim you as a dependent on their tax return.

Contributions. We will accept additional cash contributions for the tax year made by you, your employer, family member, or any other person on your behalf. We will not accept contributions that exceed the maximum amount for family coverage, plus the “catch-up” contribution as stated in “Contribution Limits” below. You may contribute for any tax year at any time before the deadline for filing your federal income tax return for that year without extensions. Rollover contributions from an HSA or an Archer Medical Savings Account (“Archer MSA”) (unless prohibited under this Agreement) will **NOT** count towards the maximum annual contribution limits set forth in “Contribution Limits.” You may make qualified HSA funding distributions from an individual retirement account through a trustee-to-trustee transfer, but these contributions **WILL** count toward the maximum annual contribution limit set forth in “Contribution Limits.”

Contribution Limits. You can contribute up to the maximum annual contribution limit as defined in the Code, which provides for annual cost-of-living adjustments. To view the current limits, visit the IRS website at www.irs.gov. Contributions to an Archer MSA and other HSAs count toward the maximum annual contribution limit to this HSA. You or someone on your behalf may make an additional \$1,000 catch-up contribution if you are at least age 55 years or older and not enrolled in Medicare. While contributions in excess of the maximum annual contribution limit are subject to an excise tax, the catch-up contributions are not.

Excess Contributions. You assume the sole responsibility in determining whether contributions to this HSA have exceeded the maximum annual contribution limit described in “Contribution Limits.” If contributions to this HSA exceed the maximum annual contribution limit, you must notify us that there exist excess contributions to your HSA and request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Claims Made Against Your Account. Your interest in the balance in this custodial Account is not subject to forfeiture.

Prohibited Actions. No part of the custodial funds in the Account may be invested in life insurance contracts or in collectibles as defined in section 408(m) of the Code. We will not commingle the assets of this Account with other property except in a common trust fund or common investment fund. Neither you nor we may engage in any prohibited transaction with respect to this Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in section 4975 of the Code).

Making Distributions. You may direct us to make distributions of your funds from this HSA, and those distributions made from this HSA exclusively to pay or reimburse the qualified medical expenses of you, your spouse, or your dependents are

tax-free. However, distributions used for unqualified medical expenses are included in your gross income and subject to an additional 20 percent tax on that amount. The 20 percent tax does not apply to those distributions made after your death, disability, or reaching age 65. We do not have to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. You are responsible for substantiating that the distributions of funds from your Account are for qualified medical expenses, and you must maintain records sufficient to establish, if required, that the distributions are tax-free.

Beneficiary Interests. If you die before the entire interest in the Account is distributed, we will dispose of the entire Account as follows:

- a. If the beneficiary is your spouse, the HSA will become the spouse's HSA as of the date of death.
- b. If the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of death.
- c. If the beneficiary is your estate, the fair market value of the Account as of the date of death is taxable on your final return. For other beneficiaries, the fair market value of the Account is taxable to that person in the tax year that includes such date.

Reports. You agree to provide us with information necessary for us to prepare any report or return required by the IRS, and we will prepare and submit any report or return required of us by the IRS.

Conflicts with Other Provisions. Notwithstanding any other section that we may add or incorporate in this Agreement, the preceding sections and this sentence are controlling. Any additional section in this Agreement that is inconsistent with section 223 of the Code or IRS published guidance will be void.

Amendments. We will amend this Agreement as needed to comply with the provisions of the Code or IRS published guidance.

Section 2: General Provisions. Subject to the foregoing, the following provisions also apply to your Account:

Consent to This Agreement. You acknowledge and agree to the terms and conditions of this Agreement as amended from time to time and our policies and procedures regarding HSAs when:

- a. You enroll in our HSA program by opening your Account, or you maintain your Account after receiving this Agreement; or
- b. You maintain your Account with us after a trustee or custodian of your previous health savings account transfers the funds from that prior account to your Account with us (including but not limited to a transaction in which the agreement governing the prior account is assigned to us). Any agreement you had with any other custodian will not apply to your Account with us.

Deposits. Funds in your Account will remain in a custodial transaction deposit account with us up to an amount we specify from time to time ("Minimum Deposit Balance"). We will separately account for these funds, insure them to the applicable limit by the Federal Deposit Insurance Corporation ("FDIC"), and we may use them to conduct our general banking business. We may place some or all of your custodial transaction deposit account funds in an account we establish at another financial institution as more fully described below in the section 8, *Transfer of Funds to Depository Banks*.

Investing your money in a custodial transaction deposit account with us does not constitute investment advice by us or Conduent HR Services, LLC (formerly Xerox HR Solutions, LLC) ("Conduent"), nor does it make us or Conduent a fiduciary or impose fiduciary obligations upon us or Conduent under the Employee Retirement Income Security Act ("ERISA"). Conduent is an unrelated entity that provides HSA account administration and other related services pursuant to agreements with various employers and health plans. Conduent also facilitates access to other service providers like us as part of its BenefitWallet HSA solution. We act as your HSA custodian pursuant to an agreement with Conduent, and Conduent pays us for acting as the HSA custodian of your Account.

You may invest your Account funds in excess of the Minimum Deposit Balance in one or more securities, mutual funds or other permissible non-deposit investment options (“Non-Deposit Vehicle”) made available to you under this Account at your option and sole discretion. Making this Non-Deposit Vehicle available to you does not constitute investment advice by Conduent or us nor does it impose fiduciary obligations under ERISA on Conduent or us. If you choose to make such investments, you have sole responsibility to communicate directions to us regarding such investments into the Non-Deposit Vehicle(s) you select. We will provide you with information on how to initiate such investments, and you will utilize the services of, and may be required to enter into a contract with, a designated third party to make investments in and divestments of Non-Deposit Vehicles. The investment of a portion of your Account above the Minimum Deposit Balance is solely your responsibility. Conduent and we will not provide you with investment advice or recommendations with respect to investments in or divestments of Non-Deposit Vehicles. **You understand and acknowledge that Account funds invested in Non-Deposit Vehicles have no FDIC or other agency insurance coverage, our affiliates and we do not guarantee them, and they may lose value.**

When you transfer funds to a Non-Deposit Vehicle, those funds are unavailable for access to satisfy the amount of a debit transaction. In order to make funds from a Non-Deposit Vehicle available for access, you must take the necessary actions to direct the Non-Deposit Vehicle funds back to the transaction deposit account. Contributions made to, and withdrawals or distributions made from, your Account are made directly into or from your transaction deposit account with us. You may move funds between your transaction deposit account and a Non-Deposit Vehicle only by contacting the designated third party and providing instructions for such movement. We only provide administrative recordkeeping pursuant to Internal Revenue Service requirements for custodians for your Non-Deposit Vehicle. **Neither Conduent nor we will have any liability or responsibility for any investment decisions made by you and we shall not be liable for any loss which results from your decisions with respect to the Non-Deposit Vehicle.**

We may refuse to accept particular instruments as deposits to your Account at our sole discretion and will handle items you deposit to your Account according to our usual collection practices. If we receive an unpaid return on an item deposited to your Account, we will debit your Account and adjust any interest earned. You remain liable to us for any returned check you deposited to your Account and all costs and expenses related to the collection of some or the entire amount from you. We will make the funds deposited to your Account in accordance with the Funds Availability provisions below. You agree to accept our accounting of the amount of any deposit of cash, checks, or other items.

Collection of Deposit Items. When we receive items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items we credit to your Account are subject to final settlement in cash or credits.

If we allow you to withdraw funds from your Account before final settlement has occurred for any deposited item and settlement does not occur, we may charge your Account or obtain a refund from you. In addition, we may charge back any deposited items at any time before settlement for whatever reason. We will have no liability for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we shall not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

ACH Transactions. We may receive funds to or send funds from your Account by an Automated Clearing House (ACH) entry. You acknowledge and agree that the National Automated Clearing House Association (NACHA) Operating Rules, the rules of any local ACH, and the rules governing any other system accepting an ACH entry apply to and govern such transactions.

Under NACHA Rules, we do not have to give you next day notice of the receipt of an ACH entry, and we will not do so. We will notify you of ACH transaction in your Account Statement.

Custodial Accounts. You acknowledge that your Account is setup as a custodial account as contemplated by Section 223 of the Code and it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We are acting as your agent and not acting in a discretionary or fiduciary capacity; nothing in this Agreement confers fiduciary status on us.

Electronic Communication. Account information provided by our Interactive Voice response (IVR) system, the BenefitWallet website, and any other form of electronic communication may not reflect recent intraday transactions.

Website. We do not own, operate, or maintain the BenefitWallet website or any other website made available to you for accessing and transacting on your Account. Such website services and functions may include bill payment, claims integration, arranging for deposits to the Account from another bank account, transfers from the Account to another bank account, and investments in a Non-Deposit Vehicle. **Third parties provide such functions and services. You agree that we have no responsibility or liability with respect to such functions or services.**

Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your Account, you must use our form of Power of Attorney. We may rely on the actions of your employer, health insurer, or any other third party that we reasonably believe you authorized to open your Account with us even if such enrollment did not involve use of our Power of Attorney form.

Fees, Service Charges and Balance Requirements. You are responsible for any fees, charges, balance, or deposit requirements as stated in the Health Savings Account Fee and Rate Schedule (“HSA Fee and Rate Schedule”) as amended from time to time.

Amendments and Alterations. We can change any provision of this Agreement, add new terms to it, and delete terms from it (including but not limited to the Health Savings Account Rate and Fee Schedule) from time to time. We will give you 30 days’ prior written notice of any amendment unless applicable law permits us to give notice at a different time. You consent to any amendment unless you notify us to the contrary within 30 days after notice of the amendment and request a distribution or transfer of the balance in the Account. Any amendments we make to this Agreement to comply with the Internal Revenue Code and related regulations do not require your consent.

Notices. You must notify us of any address or name changes, or other information affecting your Account. Unless we agree otherwise, you must provide notices in writing, signed by you, and with sufficient information identifying the Account. Notice sent by you to us is effective upon our receiving it and having a reasonable opportunity to act on it. Written notice sent by us to you (which can include notice by email or other electronic means) is effective when sent to the last address supplied to us in writing.

Closing Account. We may close your Account at any time with or without cause by sending you notice and a check for the positive balance in your Account. We will automatically close your Account if it remains in overdraft status for 60 consecutive days. We may at our sole discretion pay an otherwise properly payable check or other transaction presented to us after your Account has closed. Regardless of the reason your Account is closed, we may liquidate any of your funds invested in any Non-Deposit Vehicle at a time of our choosing and place all of the proceeds of such liquidation into your Account for purposes of distribution as specified in this paragraph. If for any reason we cannot liquidate a Non-Deposit Vehicle, then your funds invested in that Non-Deposit Vehicle will remain invested in it, and it will be your or your representative’s responsibility to dispose or otherwise take action with respect to them.

Resignation of Custodian. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must arrange to transfer your Account assets to another financial organization. If you do not complete a transfer of your Account assets within 30 days from the date we mail the notice to you, we have the right to transfer your Account assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your Account assets to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If for any reason we are unable to liquidate a Non-Deposit Vehicle, then your funds invested in that Non-Deposit Vehicle will remain invested in it, and it will be your or your representative’s responsibility to dispose or otherwise take action with respect to them.

Death. If you have some or all of your funds from your Account invested in one or more Non-Deposit Vehicles at the time of your death, we may completely liquidate the Non-Deposit Vehicle at a time of our choosing and place the proceeds of such liquidation into your Account for purposes of distribution to beneficiaries or other appropriate persons or entities. If for any reason we are unable to liquidate a Non-Deposit Vehicle, then your funds invested in that Non-Deposit Vehicle will remain invested in it, and it will be your representative’s responsibility to dispose or otherwise take action with respect to them.

Beneficiary Designations. You may designate one or more persons or entities as the beneficiaries of your Account (referred to as “Primary Beneficiaries”). You may also designate one or more persons to receive your Account if no Primary Beneficiaries survive you (referred to as “Contingent Beneficiaries”). You can make your beneficiary designations on a form we provide or accept and effective only if filed with us during your lifetime. If you die before you receive all of the amounts in your Account, we will make payments from your Account in accordance with your beneficiary designation(s). We will follow these procedures when processing beneficiary designations:

- a. If you assign no percentages to beneficiaries in a Primary or Contingent Beneficiary classification, the Beneficiaries within such class will share equally.
- b. If the percentage total for each Primary or Contingent Beneficiary classification does not equal 100%, we will divide the remaining percentages equally among the Beneficiaries within such class.
- c. If a Primary or Contingent Beneficiary dies before we distribute the Account, we will divide that deceased Beneficiary’s designated share equally among the surviving Beneficiary(ies) within the class.
- d. If you do not name any Beneficiaries or if all the named Beneficiaries predecease you, we will pay the Account to your spouse if then living, or if the spouse is not then living to your estate.

Transfers and Assignments. You cannot assign or transfer any your Account to another person unless we first agree in writing.

Applicable Laws and Regulations. You understand that the laws of the State of New York govern this Agreement, unless federal law controls. Changes in these laws may change the terms and conditions of your Account.

Statements. We will provide you with a periodic statement showing the Account activity. You must notify us within 30 days after we mail or make the statement available to you of any discrepancies on the statement. If you fail to notify us, you will have no claim against us, unless the discrepancy arises from a telephone, online, or debit card initiated transfer in which case, the applicable provisions of this Agreement or your debit card agreement for debit card transactions will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make a written request that we resume sending your statements and you supply us with a proper address. We will send Account statements for your Accounts to the latest address shown on our records for the Account to which the statement relates. In preparing your statement, we rely upon and incorporate information about your Account that we receive from third parties. We shall have no liability to you for (i) errors on your statement resulting from inaccurate information provided to us by a third party or (ii) delays in posting transactions on your statement due to the actions or failure to act of third parties. Unless we tell you otherwise, the statements we send will not reflect funds in a Non-Deposit Vehicle.

Electronic Statement. You may choose to receive your periodic account statement in electronic format. Such an election remains in effect until you change the election to receive the statement by mail. We will not mail you a paper statement when you select the electronic statement-only option. If you elect to receive periodic statements in electronic form, we will make them available to you at the BenefitWallet website (www.mybenefitwallet.com) or such other Internet site that we designate from time to time. We may choose to send a notice of the statement’s availability to the email address you have provided to us, however we have no obligation to do so, and we may choose to stop sending such e-mails at any time. We may also make other documents available to you in electronic form from time to time.

No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement or law shall affect or preclude our future exercise of that right, remedy, power or privilege.

Information Sharing. You authorize us to make any inquiries not prohibited by law about your deposit account experience at other financial institutions. You authorize us to share information about your Account with third parties routinely requesting that we verify the existence and nature of your Account and our experience concerning your management of your Account. We may share Account information with Conduent and its affiliates and subsidiaries, your employer, high deductible health plan insurer, and any other party to the extent necessary or appropriate for Account administration and processing purposes as well as for other purposes not prohibited by applicable law.

Subject to any limitations imposed by law, you also authorize us to provide our affiliates, and others with a legal privilege, with other information about you, such as information obtained from deposit or loan applications, consumer-reporting agencies, or other outside sources.

Withdrawal Notice Requirements. We have the right to require seven (7) days' prior written notice of your intent to withdraw any funds from your Account.

Contribution Limits. We will not accept any contribution (i) unless it is in cash as the term is used in section 223 of the Code, or (ii) that portion of the contribution that exceeds the maximum possible contribution for Health Savings Accounts specified in section 223 of the Code for the calendar year, except certain rollover contributions, and except as otherwise permitted by law or guidance issued by the U.S. government.

Automated Clearing House (ACH) Deposits. We will provisionally credit your Account for an ACH entry until we receive the final settlement for the item or payment order. If we do not receive the final settlement or if we credit your Account by mistake, we may exercise our option to reverse the credit or require that you reimburse us by direct payment.

Certain Withdrawals. Your high deductible health plan insurer, service provider, or third party administrator may permit you to initiate electronic withdrawals from your Account to pay qualified medical expenses on your behalf. Not all health plans, service providers, or third party administrators have this integrated payment feature. You should check with your health plan, service provider, or third party administrator to determine if your Account has an integrated payment feature. If your Account has an integrated payment feature and you do not want your health plan, service provider, or third party administrator having such access or to make such withdrawals from your Account, please contact BenefitWallet customer service.

Business Day. For purposes of this Agreement, Business Days are any day except Saturday, Sunday, federal holidays, and any day we are not open in the U.S. to conduct substantially all of our business functions.

Adjustments. If you receive funds to your Account through payroll deduction, please check with your employer regarding the timing and application of the payroll deposits to your Account. We may adjust your Account balance to correct funding errors on deposits made to your Account.

Prior Year Contributions. Subject to applicable law, we will report a contribution to the Internal Revenue Service as made to your Account in the previous year if we receive it by April 15 of the current year. You must indicate that you want the deposit credited as made in the prior year accompanied by a properly completed deposit slip in a form we have approved or accepted. In the event of employer contribution, the transmittal instructions must indicate a prior year effective date.

Return of Excess Contribution. We must report to the IRS those excess contributions we have returned to you in the taxable year in which you received the return of the excess contributions. You have until the deadline of April 15 or as extended by the IRS for filing your individual income tax return to request a return of your excess contribution for the taxable year. If you request us to return an excess contribution for the taxable year, we must receive your request no later than 10 Business Days prior to April 15 filing deadline. Please visit www.mybenefitwallet.com for additional information and requesting your return of excess contributions, and you should always contact your personal tax adviser if you have any questions concerning your return.

Return of Incorrect Distribution. You must submit requests for the return of an incorrect distribution to us on the forms we specify before we can process such requests. We will not accept a return of a distribution made from an account at another institution or from an account closed after the distribution.

Employer Adjustments. You agree that the employer who deposited funds to your Account on your behalf (whether such funds are those of the employer itself or redirected payroll funds of yours) may debit your Account to correct errors in such deposits.

Administration Fees. We may occasionally engage service providers to perform various services to assist in servicing your Account. In such instances, we and the service provider, a company independent from us, work together to make HSAs available to you and other account holders; in doing so we and the service provider perform various services for each other for which each pays the other a fee.

State Abandoned and Unclaimed Property Laws. We will transfer funds in your Account to the state of your last address if no activity occurs in the account within the period specified by that state's law.

Communication and Service: If we need to contact you to service your Account, you authorize us (and our affiliates, agents, and service providers) to contact you at any number you provide, from which you call us, or at which we believe we may reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device even when charges may apply. We may monitor and record any calls between you and us. We may also email you at email address(es) you provide to us.

Limitation of Liability. To the extent permitted by applicable law, neither we nor Conduent have any liability to you for any act or failure to act reasonably under the circumstances or consistent with any applicable laws, rules, or regulations, or with general commercial practices of banks. **Neither we, Conduent, nor our affiliates shall be responsible or otherwise liable for any consequential, incidental, special or punitive damages, whether or not any of them were advised (or were otherwise aware) of the possibility of such damages.**

Complete Agreement. This Agreement contains the entire agreement of the parties with respect to your Account. This Agreement supersedes any prior agreements, understandings, or negotiations with respect to your Account, whether written or oral.

3: Truth in Savings.

Variable Rate Information.

- Your interest rate and annual percentage yield ("APY") may change.
- We may change the interest rate on your Account at any time, at our discretion.
- There are no maximum or minimum interest rate limits for your Account.

Compounding and Crediting.

- Interest will compound daily and be paid to your Account monthly.
- Interest will be calculated daily by applying the interest rate applicable to each tier to the respective portion of your daily balance that falls into each tier, unless indicated otherwise on your HSA Fee and Rate Schedule. The tiers and interest rates applied to each tier are defined in your HSA Fee and Rate Schedule.
- You will **NOT** receive accrued interest if you close your Account before we credit your accrued interest.

Minimum Balance Computation. Where a minimum balance service charge applies, we calculate the monthly balance for the minimum balance service charge by adding the end of day ledger balance for your Account for each calendar day in the month, and dividing the sum by the number of calendar days in the month. Please review the HSA Fee and Rate Schedule for information on whether this applies to your Account.

Balance Computation Method. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.

Accrual on Noncash Deposits. Interest begins to accrue no later than the business day after the day we post the deposit.

Fees and Charges. Please see the HSA Fee and Rate Schedule for information on fees and charges that we may assess against your Account.

Section 4: Customer Identification Program Notice Important Information about Procedures or Opening a New Account.

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each individual or entity that opens an Account.

This means that when you request the opening of an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, or other identifying documents. We will not open and we will not accept or allocate funds to your Account until we have obtained, verified, and recorded information that identifies you and the entity opening your Account.

Section 5: Debit Card.

We will provide you with the terms of agreement regarding your use of a debit card with your Account in a separate document provided with your debit card that you can use to access your Account. You agree to those terms specified in that separate document when you use the debit card.

Section 6: Funds Availability (Deposits).

Definitions. For purposes of this Section 6, the term "check" does not include checks payable in non-U.S. money or checks drawn on offices of organizations or banks outside the U.S.

General Availability Rule. We will make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. We will make electronic direct deposits available on the first business day after the day we receive the deposit. Once we make the funds available, you can withdraw them in cash and we will use them to pay checks that you have written.

Determining the Availability of a Deposit. If you make a deposit before 1:00 pm Eastern Time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on or after 1:00 pm Eastern Time or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

Section 7: Check Writing and ACH Information.

Definitions. For purposes of this Section 7, the following will apply:

"ACH Transaction" means a transaction cleared through the Automated Clearing House.

"Available Balance" is the amount of funds available for your Account.

"Check" means the checks issued against your Account.

"Check Transaction" means those transactions you initiate via a Check.

"Services" means Check writing privileges, ACH and related services.

"Transaction" means those transactions you can perform by Check and ACH.

General Check Writing and ACH Features and Terms.

- a. **Available Balance.** Your Available Balance may fluctuate from day to day based upon the Transactions made against the balance in your Account. The Available Balance reduces when we receive notice of a Transaction, not when a sales draft is paid. If you make a Transaction that exceeds your Available Balance or you overdraw your Account, you agree to deposit sufficient funds (or make a payment directly to us) to cover the overdraft.

- b. **Payment for Transactions.** You authorize us to debit your Account to settle Transactions. We will consider each Transaction as your direction to us to charge or reduce your Available Balance. We may process Checks in any order, including from highest dollar amount to lowest dollar amount. We may make payments from your Account via ACH Transaction to any person you have authorized to receive such payments, and we have no responsibility for verifying who you have authorized to make electronic withdrawals from your Account.
- c. **Statements.** Your Account statements will include your Check and ACH Transaction activity during the period covered by the statement. Transactions from your Account may appear on the day after the Business Day the Transaction took place.
- d. **Your Duty to Examine Your Statement.** You must carefully review your Account statements promptly after we make them available to you or, if mailed to you, upon receipt of the statements in the mail. You will promptly notify us by telephone at (877) 472-4200 or by mail at Benefit Wallet, PO Box 1584, Secaucus, New Jersey 07094-1584 of any errors (including but not limited to forged or missing signatures or a Transaction that you did not authorize) reflected on your statement. Upon receipt of such notification from you, we will conduct an investigation into the alleged error. You will cooperate with us in such investigation, and upon completion of our investigation, we will advise you of the results of the investigation and any action we will take as a result.
- e. **Your Responsibility for Errors and Unauthorized Transactions.** You will be responsible for, and we will not reimburse you or have any liability to you for, any of the following:
 - i. Any action taken at the BenefitWallet website (or other website at which you can access your Account and initiate Transactions) by any person using your user name and password (or other credentials) whether or not you authorized such person.
 - ii. Any error that you did not notify us of within 60 days of the date of the first statement that reflected such error.
 - iii. Any Check Transaction arising from a forgery, counterfeit or an alteration that a reasonable person could not detect it (for example unauthorized Checks made with your facsimile signature device or that look to an average person as if they contain an authorized signature); or
 - iv. As otherwise required by law.
- f. **Foreign Transactions.** We will post all debits to your Account in U.S. dollars. All Checks must be made payable in U.S. dollars.
- g. **Documentation.** We may add images of your application with respect to the services provided in connection with this Agreement to our electronic document storage systems. After doing so, we may destroy the original documents, and a copy from that system will be acceptable for all purposes as if it is the original.
- h. **Adverse Claims.** If we receive a claim to all or a portion of your Account (*including but not limited to a dispute over who is an authorized signer or owner*), we may place a hold on funds that are the subject of the claim. We may place the hold for a time that we feel is reasonably necessary to allow a court to decide who should have the funds. We will have no responsibility for any unpaid items due to funds on hold. You agree to reimburse us for expenses, including attorneys' fees and expenses, arising out of such competing claims.

Check Writing.

- a. **General.** In addition to the provisions of the Section above, "*General Check Writing and ACH Features*," the following provisions of this Section, "*Check Writing*," shall apply specifically to Checks. We may refuse any withdrawal that you attempt on forms not approved by us or by any other method that we do not specifically permit. You or your authorized signer (as described below) must properly complete and sign each Check.

In writing Checks, we strongly suggest that you date them with a current date. We will not have liability to you for paying Checks that are postdated, stale dated or do not bear a date. If you do not wish us to pay a Check you have issued, you should place a stop payment order with us. We will not honor any payment restrictions Checks you write

unless we have agreed to the restriction in a writing signed by one of our officers. Examples of payment restrictions are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

b. **Authorized Signers.** In this document, the words “authorized signer” mean any of the following persons:

- Any person (*other than a ward, conservatee or beneficiary*) listed on a signature card, application or certificate of authority as being authorized to make withdrawals by Check, or otherwise, from your Account;
- Any person who has a “power of attorney” or is an attorney-in-fact, agent, guardian, personal representative, trustee, custodian, or some other fiduciary capacity (collectively, an “agent”) to act for you;
- Any person that you authorize to make withdrawals by Check or other means from your Account; or
- Any person to whom you make your Checkbook or Checking account number available.

We may follow the directions of your authorized signer regarding your Account until we receive written notice that you have terminated the agency or fiduciary relationship, and we have had a reasonable time to act upon that notice. We will not be liable to you in any way if your authorized signer misapplies any of the funds from your Account. We have the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order, or other document that has established the agency or other fiduciary relationship.

c. **Facsimile Signatures.** You may wish to use a facsimile signature stamp or other mechanical signature device to sign Checks or other orders relating to your Account. If you do, we will debit the Account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp, and we will do so without contacting you. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

d. **Copies of Cancelled Checks.** We will not return to you Checks paid against your Account. At your request, we shall provide you with photocopies or image copies of Checks paid against the Account or other Account documentation, if such Checks or documents are available to us under our record retention policies. If you request a copy, we may impose a processing fee.

e. **Refusing Payment on Your Checks.** If one of your Checks presented for payment has insufficient available funds available in your Account, or if the Check contains an improper signature or some other irregularity, we may refuse payment and return the Check to the person who presented it. You acknowledge that it is difficult or impossible for us to verify whether an endorsement by a corporation or other business entity is valid. You also acknowledge that it is difficult or impossible for us to verify whether an endorsement by someone other than the person presenting a Check for payment is valid.

Stopping Payment of a Check.

a. **Oral and Written Orders.** You may generally make stop payment orders orally by telephone. To request a stop payment, please call BenefitWallet customer service. When you place your stop payment order, the service representative will tell you what information we need to stop payment. If you provide your stop payment order in writing with respect to an individual Check, you must provide the following information to us:

- Check Writing number; amount;
- Check number; name of party to be paid;
- date; and
- your name and address.

You may also generally make a stop payment order for a range of Checks. If you provide your stop payment order for a range of Checks in writing, you must provide us with the Check Writing number, Check numbers of the first and last Checks in the range, and your name and address. **The stop payment information must be exact since computers read the stop payment orders. If your information is not exact, we cannot assure you that your order will be effective, and we will not be responsible for failure to stop payment.**

- b. **How Long.** Stop payment orders are generally effective for one year from the date of the original order. We are not obligated to notify you when a stop payment order expires. You must renew the stop payment in writing for another year, or we may pay the Check even though it is a stale Check. We will accept stop payment orders from any person with signing authority on your Account, regardless of who wrote the actual Check(s).
- c. **Indemnity.** If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the Check might have a right to enforce payment against you despite the stop-payment order.
- d. **Inadvertent Payment.** If we inadvertently permit payment on a Check with a stop payment order, you will have to prove to us that you have suffered a loss and, if so, the amount of the loss. We may enforce any rights that the original payee or any other person who held the Check had against you. We will not credit your Account until you prove your loss and we are satisfied that the law requires us to do so.
- e. **Cutoff Time.** We must receive a stop payment order in time to give it a reasonable opportunity to act on it and before its stop-payment cutoff time. The law provides additional limitations on our obligation to stop payment. (*For example, you cannot stop payment on an item already paid.*)
- f. **Charges.** Stop payment orders for Check Transactions are subject to our current charge for that service.
- g. **Inconsistent Amounts.** We process our Checks using computers. The Check amount in numerals is the one encoded on the Check that the computer reads. You agree that if the Check amount in words is different from the amount in numbers, we may charge against your account the amount in numbers instead of the amount in words.

Stopping Payment on ACH Transactions.

- a. **Stop Payment.** If you want to stop a single or series of ACH payments from your Account, call BenefitWallet customer service or write to BenefitWallet Service Center PO Box 1584, Secaucus NJ 07094-1584. We will stop the ACH payments if we have sufficient time to act upon it prior to the Transaction occurring. In most cases, we will have the opportunity to act on the request if we receive at least three business days before the Transaction occurs.
- b. **Charges.** Stop payment orders for ACH Transactions are subject to our current charge for that service.

Consumer Electronic Check Representation.

- a. **Generally.** If you write a Check that is returned unpaid because of insufficient or uncollected funds, the depositor of the Check or the depositor's bank may resend ("*represent*") the Check electronically. This means the depositor or the depositor's bank may send us an electronic instruction ("*electronic represented Check*") to charge your Account for the Check amount.
- b. **Handling of Electronic Represented Checks.** If we receive an electronic represented Check from the depositor or the depositor's bank, we will pay or return the electronic represented Check as if we received the original paper Check.
- c. **Stop Payment.** If you wish to stop payment of any electronic represented Check, you must follow the procedures contained in the section for stopping payment of Checks.

Insufficient Funds. If you have insufficient funds available in your Account when we receive one of your Checks for payment, we may either pay or refuse to pay any or all such Checks in our discretion. We may also charge your Account a service charge, regardless of whether we pay the Check or return it unpaid. You have no right to request payment on a specific Check, and we have no responsibility for paying or returning the Check requested. If your Account is overdrawn for any reason, you agree to deposit sufficient funds (or pay an amount of funds to us directly) to cover the overdraft and our service charge immediately.

We may make a determination of your Account Balance for deciding to dishonor an item for insufficient funds at any time between the receipt of such presentment or notice and the time of payment or return of the item or debit, and we need to make

no more than one such determination.

If you have sufficient funds to cover some but not all of your Transactions, we will pay those Transactions with sufficient funds in any order convenient to us. If, in our sole discretion, we choose to allow Transactions for which there are not sufficient available funds, you agree to repay us immediately the amount of the funds advanced to you. We may also assess your Account a service charge. We have no obligation to allow you to overdraw your Account even if we had allowed such activity on one or more prior occasions.

We do not have to notify you when we refuse to pay a Check you have written, if we pay a Check that overdraws your Account, or when we impose a fee in connection with any of these events.

Substitute Checks and Your Rights.

- a. **What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image on the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check

The Checks that you receive back from us, if any, may include substitute checks. This notice describes rights you have if you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account, but you have rights under other law with respect to those transactions.

- b. **What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check posts to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same Check). The losses you may attempt to recover under this procedure may include the amount withdrawn from your Account and fees charged because of the withdrawal (for example, bounced checks fees).

The amount of your refund under this procedure is limited to the lesser of the amount of your loss or the amount of the substitute check. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to determine that the substitute check was correctly posted to your Account.

- c. **How do I make a claim for a refund?** If you believe you suffered a loss relating to a substitute check you received that posted to your Account, please contact us at 877-472-4200, or write us at BenefitWallet Service Center, PO Box 1584, Secaucus, NJ 07094-1584. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute was posted to your Account, whichever is later. We will extend this timeframe if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

Terminating Your Checking and ACH Services. You or we may terminate this Agreement solely with respect to the use of Check writing services and ACH services at any time, without closing your Account. Without limiting the foregoing, your Check writing services or ACH services, as applicable, terminate effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Checks. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets.

Disputes Involving Your Account. You agree to be liable to us for any loss, costs, or expenses, including reasonable attorney's fees that we may incur from any dispute involving your Account to the extent permissible by law. You also authorize us to deduct any such loss, costs or expenses from your Account without prior notice to you. This obligation includes disputes between you and us involving the Account and situations where we become involved in disputes between you and a third party claiming an interest in the Account. In addition, it includes those situations where you or a third party you authorized take some action with respect to the Account causes us to seek the advice of counsel, even though we do not actually become involved in the dispute.

Section 8: Transfer of Funds to Depository Banks.

Definitions. For purposes of this Section 8, the following definitions will apply:

“Depository Account” means the FDIC insured account we maintain as your custodian at each Depository Bank that accepts the Transferred Funds.

“Depository Bank” means the bank that we transfer your funds to pursuant to the Program.

“Independent Account” means each deposit account with a Depository Bank that you open and maintain directly or through an intermediary (such as a deposit broker) and not established pursuant to the Program.

“Program” means the process in which we transfer your funds to the Depository Bank and account for them on our books.

“Transferred Funds” means the funds transferred to the Depository Bank.

How the Program Works Generally. Other than any balance you may have in a Non-Deposit Vehicle, we may transfer all of your funds, in your Account, except those needed to pay any items or make transfers (or as otherwise provided below), into a Depository Account. You will receive no evidence of ownership such as an account passbook or certificate issued to you for the amounts held in the Depository Accounts. Instead, we will evidence your amounts held in the Depository Banks by book entry on our records.

Management of Depository Accounts. Under the Program, we will maintain custody of some or all of your Account funds in the Depository Account at one or more Depository Banks in lieu of maintaining those funds as a deposit with us. To the extent necessary to pay items, process withdrawals, and to honor wire, debit card, and ACH transfers from your Account, we will re-transfer Transferred Funds from one or more Depository Bank(s) to your Account with us. We choose the Depository Banks, in collaboration with Conduent. If we transfer funds to more than one Depository Bank, Conduent directs us as to how to allocate Depository Account balances among participating Depository Banks. These allocations may change from time to time as Conduent specifies, and may result in your HSA funds being held all in one Depository Bank, in a combination of several Depository Banks, or, potentially, only in your Account with us as necessary to process payments and transfers from your Account. Conduent also specifies the order in which Transferred Funds return to your Account from the Depository Banks, such as to pay items presented to us for payment from your Account or as otherwise provided in this Agreement. We maintain records sufficient to determine the amount of Transferred Funds deposited in each Depository Bank, or we may delegate that responsibility to another entity.

FDIC Insurance. The FDIC insures your funds held in a Depository Account at each Depository Bank up to applicable FDIC insurance limits. FDIC is an independent agency of the U.S. government. The FDIC insurance limit for HSAs is typically \$250,000 per deposit owner. Certain other accounts held in the same insurable capacity with the same Depository Bank may count towards that limit (in addition to your Transferred Funds). See below for more details.

Your funds on deposit in the Independent Account will not consist of Transferred Funds, and we will have no knowledge of any funds in the Independent Account. In general, the Depository Bank will combine Independent Account deposits you maintain with Transferred Funds you maintain in the same insurable capacity at that Depository Bank for purposes of FDIC insurance coverage. This may cause all or part of your funds in an Independent Account and all or part of your Transferred Funds in the same Depository Bank to exceed FDIC limits and uninsured. You must monitor your deposits in Depository Banks, and we will have no obligation to monitor your deposits with Depository Banks other than your Transferred Funds.

Transferred Funds in a Depository Account do not constitute deposits with us. In the event we enter into receivership, you will not be a creditor of ours with respect to Transferred Funds; you will be a depositor of the Depository Bank(s). If your funds do not transfer from your Account to a Depository Bank on the day we enter in receivership, those funds not transferred will remain in your Account and retain their status as deposits with us. Likewise, if a Depository Bank enters into receivership, you would be a creditor of the Depository Bank to the extent of any of your Transferred Funds to that Depository Bank, and you would not be a depositor of ours with respect to those funds.

We are not responsible for monitoring your entitlement to FDIC insurance other than with respect to Transferred Funds. For more information about FDIC insurance, visit www.fdic.gov or call 877-ASK-FDIC (877-275-3342).

Current Depository Banks. The Depository Banks do not determine the interest rate you receive on your Transferred Funds. Transferred Funds are not available for access at bank branches or other bank platforms. We reserve the right to deposit Transferred Funds in other Depository Banks and to change the Depository Banks to which we can deposit Transferred Funds from time to time, in which case the same terms and conditions would apply to that Depository Bank unless otherwise specified. You can contact us for a current list of Depository Banks by calling BenefitWallet customer service or writing us at BenefitWallet Service Center, P.O. Box 1584, Secaucus, NJ 07094-1584.

We may share information about your Account, the Depository Account, and your Transferred Funds among the Depository Banks, Conduent and us to the extent necessary to accomplish the purposes of the Program.

Interest and other Fees. We pay Conduent the interest earned on deposit balances with the Depository Banks, less the amount, if any, of interest credited to you as described in the HSA Fee and Rate Schedule pursuant to our services agreement with them. While we receive fees from Conduent for our services as your HSA custodian, we do not retain any of the interest earned on Depository Accounts from Depository Banks. You may obtain information regarding rates of interest and other compensation earned from Conduent. The HSA Fee and Rate Schedule provides information regarding other Account fees and expenses.

The Depository Banks may use Depository Accounts to fund their day-to-day activities. Depository Banks may earn net income from the difference between the interest paid to Conduent and to you and the income they actually earn on such Depository Accounts. Interest rates paid by Depository Banks pursuant to the Program may be lower than market interest rates and/or interest rates paid by the Depository Banks for other classes of accounts.

Changes. We can terminate or amend the Program at any time and from time to time if we deem it necessary or appropriate to do so. This includes any direction from Conduent stopping completion of a transfer to a Depository Bank on any particular day or days or revising the method of allocating deposits among Depository Banks. At any time the Program is in effect, we may choose to retain all or part of your funds in your Account with us instead of transferring them to a Depository Bank. If we terminate the Program, we may later reinstate it.

Agreement to Participate. Except as otherwise provided in this Agreement, we will transfer all funds deposited or otherwise credited to your Account (other than funds held in a Non-Deposit Vehicle) as of a particular day out of the Account the following business day. Either we will transfer the funds to one or more of the Depository Banks, or to you or a third party to fund the debit to your Account, as applicable. We do not have, and will not exercise, any authority or control with respect to your Account or participation in the Program.

By accepting this Agreement and/or continuing to maintain your Account with us, you acknowledge and agree that you have made the decision to participate in the Program and that neither we, any of our affiliates nor Conduent acts as a fiduciary with respect to you or your Account. You acknowledge and agree that you have read and understood this Section 8 and reviewed the description of our compensation above. Your acceptance of this Agreement constitutes your acceptance of the terms of the Program and your direction for your Account to participate in the Program on the terms described herein.