

**THE BANK OF NEW YORK MELLON
MEDICARE ADVANTAGE MEDICAL SAVINGS ACCOUNT
AGREEMENT & DISCLOSURE STATEMENT**

This Medicare Advantage Medical 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 Medical 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 138 of the Internal Revenue Code (the “Code”) governing health savings accounts (“MSA”), and we will serve as the custodian for your Account pursuant to this Agreement. You cannot make deposits into your MSA. Medicare, by way of your Medicare Advantage Health Plan, will deposit funds as part of your Medicare Advantage benefits by check or electronic transfer into your MSA. Your Medicare Advantage Health Plan, on behalf of the Centers for Medicare and Medicaid Services (“CMS”), is the only person or entity that can make these deposits and it will do so only once per year. You may make 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 MSA for the exclusive purpose of paying or reimbursing your qualified medical expenses.

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 MSA, and those distributions made from this MSA exclusively to pay or reimburse your qualified medical expenses tax-free. 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.

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 138 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 MSAs when:

- a. You enroll in our MSA 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 medical 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. 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. Except for any Trustee-to-Trustee transfers of funds from another Medicare Advantage MSA you may have, your Medicare Advantage Health Plan will make one deposit per year to your Account comprised of funds provided to it by CMS.

Investing your money in a custodial transaction deposit account with us does not constitute investment advice by Conduent HR Services, LLC (formerly Xerox HR Solutions, LLC) (“Conduent”) or us. Conduent is an unrelated entity that provides MSA 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 MSA solution. We act as your MSA custodian pursuant to an agreement with Conduent, and Conduent pays us for acting as the MSA custodian of your Account.

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 138 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, and transfers from the Account to another bank account. **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 MSA 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 medical 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.

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 MSA 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.

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 Commonwealth of Massachusetts 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.

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.

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 us at **888-769-4788, M-F, 8 a.m. to 8 p.m. Eastern Time.**

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. Your Medicare Advantage Health Plan depositing funds to your Account on your behalf may adjust your Account balance to correct funding errors on deposits made to your Account by debiting your Account.

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.

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 MSAs 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, we have no 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 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 paid to your Account monthly.
- 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 MSA 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 MSA 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 **888-769-4788** or by mail at BenefitWallet Service Center, 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 us at **888-769-4788, M-F, 8 a.m. to 8 p.m. Eastern Time**. 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 we satisfy ourselves 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 **888-769-4788, M-F, 8 a.m. to 8 p.m. Eastern Time** 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 **888-769-4788, M-F, 8 a.m. to 8 p.m. Eastern Time**, 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.