



mySourceCard[®] Enrollment Kit

Dear Employer:

Welcome to the mySourceCard[®] program, the MasterCard[®] debit card that will empower your employees with a convenient way to pay for health care with no out-of-pocket expenses.

Enclosed in this Enrollment Kit you will find everything you need to get you and your employees signed up and using the mySourceCard[®] :

- Employee Brochures
- Enrollment Agreement between the Employer and Employees
- Settlement Account Agreement between the Employer and DataPath Card Services Inc. (DCSI)
- Settlement Account Application between the Employer and DCSI
- Card Parameter Setup Form
- Implementation Checklist

Getting started is as easy as 1-2-3:

1. You fill out and return the forms and required documents.
2. Your employees fill out and return the enrollment materials.
3. The bank mails the cards to your employees.

On the next page, you will find detailed instructions for you and your employees.

I am honored that you have chosen to join me in this exciting partnership, and I am dedicated to your complete satisfaction. If you have any questions or need assistance, please feel free to contact me personally.

Thank you,

Application Process for Employers and Employees

Step 1 – You sign up for the program.

In order for the bank to approve your company and for me (your Plan Service Provider) to enroll your company in the program, you and your employees must fill out a few simple forms (see the enclosed checklist).

Here are the steps that you (the **Employer**) should follow:

- Give your employees the enclosed **Employee Brochures** and **Enrollment Agreements**.
- Review the enclosed **Settlement Account Agreement**.
- Fill out the enclosed **Settlement Account Application, Card Parameter Setup, and Implementation Checklist**.
- Return **all documents**, along with your **Initial Deposit Check** (if applicable) and the **Employee Enrollment Agreements**, to your Plan Service Provider (see address below).

Step 2 – Your employees sign up for the card.

Your **Employees** only need to follow two simple steps:

- Fill out the enclosed **Enrollment Agreements**, keep a copy for their records, and give a copy to you.
- Once they receive their cards in the mail, they will need to activate their cards by visiting www.myRSC.com or calling 1-888-523-4308.

Once I receive the documents back from you, I will upload the information for card creation. At any time, you and your employees may update this information via www.myRSC.com.

Step 3 – Card Services mails the cards to your employees.

I will forward the documents to Card Services, where they will be compared against the information I uploaded. Once the files are reviewed for accuracy, they are released to the card processing company, which will emboss the cards and mail them to the individual cardholder's home address.

Thank you again for participating in the *mySourceCard*[®] program. If you have any questions, please feel free to contact me for assistance.

Best Regards,

Your Plan Service Provider

DEBIT CARD SETTLEMENT ACCOUNT AGREEMENT

This Debit Card Settlement Account Agreement (“Agreement”) is effective as of the date shown on the MasterCard® Debit Card Settlement Account Application (the “Application”) and is between the Employer as shown on the Application (“Company”, “You”, or “Your”) and DataPath Card Services, Inc. (“DataPath”, “We”, “Our”, or “Us”), each a “Party” and together the “Parties”.

WHEREAS, the Company, in connection with other parties who perform certain administrative services on the Company’s behalf (the “PSP”), has asked DataPath to provide MasterCard® Debit Cards (the “Cards”) for the benefit of employees who are participating in various employer sponsored reimbursement plans (the “Employer Plans” or “Plans”) as indicated on the Application, and DataPath has agreed to do so, subject to the terms and conditions of this Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE I. ESTABLISHMENT OF THE ACCOUNT

As a prerequisite to Card issuance, you must establish a Settlement Account as defined and governed by the terms and conditions of this Agreement. The funds on deposit with Benefit Bank (the “Bank”), the issuer of the Cards, in the Account, a sub-account of our Master Account at the Bank, will serve as a “Settlement Account” (“Account”) for card transactions and will be replenished by the means indicated on the Application and governed by the terms and conditions of this Agreement. All funds on deposit within the Account must be employer general asset funds or other Non-Plan allocated funds and will be returned to you less any remaining uncollected fees (as described in Article VI) and other transactions upon your termination of this Agreement.

The required balance in your Account (the “Minimum Balance”) is calculated based on the number of issued cards and the annual election or contribution for the Plans. This Minimum Balance requirement is an actuarially determined balance, based on the claims experience of hundreds of employers. The calculated Minimum Balance will be at least \$1000 and will be rounded up to the nearest \$500 once calculated. We suggest that your initial deposit be made by corporate check.

ARTICLE II. REPLENISHMENT OF THE ACCOUNT

The funds maintained in the Account will be drawn down to offset the amount owed to the Bank for Card related transactions (“Card Transactions”), including purchases of goods and services and the assessment of applicable fees. In order to maintain the required Minimum Balance, it is suggested that the Account be replenished by means of an Electronic Funds Transfer (“EFT”) from a Company designated general asset bank account owned by you or your PSP. You may also maintain the Minimum Balance by means of a Check or by a Wire Transfer, although additional fees will apply as indicated in Article VI. The replenishment method must be indicated on the Application. The frequency of such replenishment will be determined by Card usage, and may occur as often as every business day. On each day that a Card Transaction occurs which reduces the balance below the Minimum Balance, you will be notified via email that replenishment of the Account is needed. If the selected method of replenishment is EFT, an electronic transfer will be initiated for a next-business-day debit of the specified account to replenish the Account. All EFTs are subject to a minimum transfer amount (the “Minimum Transfer”) to be established by you. In the event the Account is not replenished in a

timely manner, Card transactions may be rejected due to non-sufficient funds. We reserve the right to block all Card Transactions until the Account has been replenished to the required Minimum Balance. In addition, we reserve the right to cancel your participation in the Program should you default on the replenishment arrangement.

ARTICLE III. ISSUING THE CARDS

The Card serves as a reimbursement method for the Plans and is therefore issued to all eligible participants of the Plans. It is your responsibility to ensure that only employees who are active participants in one or more of the Plans are issued a card. The Card may not be issued to any non-employee, even if the individual is a Plan participant due to COBRA continuation of coverage. Each individual Plan participant who is issued a Card, together with his or her dependent designated to receive a secondary card, are referred to as Cardholders.

As part of the Plan enrollment process, each employee must acknowledge his or her understanding of certain provisions of the Card program. These provisions are detailed in the Cardholder Agreement delivered with the Card.

ARTICLE IV. USING THE CARDS

This Card is a limited use MasterCard® Debit Card and is NOT accepted at all MasterCard® acceptance locations. Use of this Card is restricted to certain Merchant Category Codes (“MCC”), which are established by you.

The purchase of specific items under a qualified MCC does not necessarily indicate that the item is a Qualified Expense as defined by the Plan. Each Cardholder must retain a copy of the transaction invoice or receipt and must provide it to the PSP, Company, or IRS if requested.

In the event that any purchased item or service is a Non-Qualified Expense as defined by the Plan, IRS guidance allows you to request immediate repayment of the entire amount of the Non-Qualified Expense from the Cardholder. You must check with your legal counsel to ensure that such action is permitted under the terms of your Plan and applicable law. Failure to make restitutions may result in a suspension of the Cardholder’s charging privileges.

ARTICLE V. RESPONSIBILITIES OF THE COMPANY

You hereby agree to accept the following obligations and responsibilities with respect to each service selected:

- 1) You agree to execute all documents which may be required in order for us to perform our responsibilities under this Agreement;
- 2) You, or your designated PSP, agree to provide us with all data necessary for us to make funds transfers and you agree to make periodic examinations to assure that payment data is complete, current and accurate at all times;
- 3) You, or your designated PSP, agree to maintain sufficient funds in the designated general asset bank account to cover all EFT transactions provided for in this Agreement, and acknowledge that failure to properly fund the Account may result in a delay, suspension or termination of our services; and
- 4) You agree to pay all fees included in this Agreement. Your obligation to pay such fees and charges shall survive any termination of the Agreement.

You will be considered in Default if you:

- 1) Fail to perform any obligations under this Agreement, or
- 2) File, or have filed against you, a petition for bankruptcy or if you become insolvent or have a substantial portion of your property subject to levy, execution or assignment.

In the case that you are in Default, then we, at our option, may invoke certain remedies to protect the Account, including terminating services under the Agreement and declaring all amounts due and immediately payable. You hereby agree to pay all reasonable attorney fees and charges, as well as any court costs incurred by us due to your default.

ARTICLE VI. GENERAL PROVISIONS

Services performed under this Agreement shall begin upon the effective date specified in the Settlement Account Application (the "Effective Date") and shall continue until revoked by you in writing or until terminated as otherwise provided for in the Agreement.

Certain fees may apply based on your utilization of the Program, including a fee for returned check due to insufficient funds (\$25), returned EFT item (\$25), replenishment processing via a check (\$10), and replenishment processing from a wire (\$30). All fees will be assessed against your Settlement Account and are subject to change upon proper notice.

You must notify your PSP and us upon termination of the employment of a Cardholder. Upon receipt of notification, we will take action to block the Card from use. If any transactions are honored after an employee's termination due to your failure to notify us, you agree to hold us harmless from any related liabilities.

You must notify us if you suspect inappropriate or fraudulent use of any Card.

We will deposit all amounts transferred to us in accordance with the terms of this Agreement into your Settlement Account, a subaccount of the Master Account that we have established at the Bank. You represent that such funds are not Plan assets (as defined under ERISA) and agree to accept all responsibility and liability that may arise under ERISA associated with our retention of such funds on your behalf. We will honor Card Transactions (to the extent that you have deposited sufficient funds with us) from the funds held in the Account. Funds held in any Settlement Account may be commingled in our Master Account with funds that have been transferred from other Employers. As part of our compensation under this Agreement, you agree that we are entitled to retain the earnings, if any, generated on any funds held by us in the Account.

Requests for refunds or adjustments to the Account will not be processed until appropriate verification is available, as determined by us, that sufficient funds have irrevocably been received by us from you to cover all transaction payments made by, and fees due to us.

You must provide to all parties, including but not limited to the PSP, government agencies, the Bank and us all necessary information for compliant administration of the Card in conjunction with this Agreement.

Each Party represents and warrants to the other that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation and has the full power to enter into this Agreement and to perform its obligations under this

Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and this Agreement constitutes a valid and legally binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting generally the enforceability of creditors' rights and by limitations on the availability of equitable remedies, and (iii) its performance of its obligations under this Agreement shall comply with all applicable federal, state and local laws and regulations, the provisions of its organizational documents and all material contractual obligations by which it is bound.

You agree to indemnify, defend and hold us harmless from and against all claims arising from your negligent or malicious actions under this Agreement and accordingly, we agree to indemnify, defend and hold you harmless from and against all claims arising from our negligent or malicious actions under this Agreement.

Failure by either Party to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, void or unenforceable by reason of any Law, administrative or judicial provisions, or public policy, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the Parties' underlying the invalid, illegal or unenforceable provision(s).

Any notice or other communication required to be given hereunder shall be in writing and shall be deemed to be given when delivered personally or sent by a form of first class mail, return receipt requested or facsimile to the parties as indicated on the Settlement Account Application.

This Agreement is a non-exclusive, non-transferable, and non-sublicensable Agreement.

This Agreement is considered executed upon receipt of your signature on the Settlement Account Application transmitted by facsimile ("fax"), and copies of the executed Application delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. All parties hereto may rely upon faxed signatures as if such signatures were originals.

The Headings used in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

This Agreement shall be binding upon, and shall inure to the benefit of, the Company, DataPath, and their respective successors and assigns, and nothing herein contained shall be deemed to create any right in, or to be for the benefit of, any other person.

Arkansas Law shall govern this Agreement, and the relationship created herein, for all matters arising out of this Agreement.

DEBIT CARD SETTLEMENT ACCOUNT APPLICATION

EMPLOYER INFORMATION			
Company Name: _____		Tax Id Number: _____	
Street Address: _____	City: _____	State: _____	Zip: _____
P.O. Box: _____	City: _____	State: _____	Zip: _____
Telephone Number: _____	Fax Number: _____	Email: _____	
Preferred Mailing Address: <input type="checkbox"/> Street Address <input type="checkbox"/> P.O. Box			
Primary Contact: _____		Email Address: _____	
SETTLEMENT ACCOUNT INFORMATION			
Initial Deposit Method:		NOTE: <i>Suggested Initial Funding Method is Company Check but a wire transfer or EFT from the account indicated below is acceptable. If Check, enclose with this form, payable to DCSI.</i>	
_____ Check _____ EFT _____ Wire			
Initial Deposit Amount: _____			
REPLENISHMENT INFORMATION			
Replenishment Method:		NOTE: <i>See Article VI of the Agreement for associated fees for Check & Wire replenishments.</i>	
_____ Check _____ EFT _____ Wire			
FOR EFT REPLENISHMENTS, COMPLETE THE FOLLOWING INFORMATION:			
Bank Name: _____	Bank Phone Number: _____	<input type="checkbox"/> Mark this box if the "Other Bank" option is selected in CMS.	
Routing Number: _____	Account Number: _____		
Account Owner: _____	NOTE: <i>See Article II of the Agreement for an explanation of the Settlement Account Replenishment process.</i>		
_____ PSP _____ Employer			
PLAN SERVICE PROVIDER INFORMATION			
PSP Name: _____	Serial Number: _____		
Phone Number: _____	Fax Number: _____		
Primary Contact: _____	Email Address: _____		

PLEASE NOTE:

By signing below, you authorize DataPath Card Services, Inc. to create a general asset account ("Settlement Account") at Benefit Bank for the purpose of facilitating transactions made by your employees with mySourceCard® MasterCard® Debit Cards. This account will be created, funded and replenished as indicated on this Application, and according to the terms of the Settlement Account Agreement. Furthermore, by signing below you acknowledge your receipt and acceptance of the Settlement Account Agreement and the terms and conditions contained therein.

Signature: _____ **Effective Date:** _____
Signature of a company officer only

For Official Use Only		
DCSI Rep Initials: _____	Receive Date: _____	Process Date: _____

mySourceCard[®] Cardholder Agreement

Terms and Conditions

Welcome to the mySourceCard[®] program, the MasterCard[®] Debit Card that enables you to access funds provided by your Employer to reimburse certain "Qualified Expenses" and in some cases, your HSA Custodial Account (HSA) funds with the swipe of a card. Additional terms and conditions will apply if you use the Card to access your funds in your HSA under the HSAtoday[®] Program. These additional terms and conditions will be set forth in an HSA Addendum to your HSA. In no event is the HSA intended to be a benefit plan covered by ERISA or part of an Employer Plan.

Read this Agreement thoroughly before you sign or use the mySourceCard[®] card. By signing, using or accepting the Card, you will be agreeing to all terms and conditions contained herein. Your use of the Card will be governed by the terms and conditions of this Agreement and by the terms and conditions of the Employer Plans, as defined below. After you receive the Card, you should activate and sign the Card but you should not use it before the valid date or after the expiration date printed on the face of the Card.

Card Activation. Your Card can be activated on the Internet at www.myrsc.com. If you do not have Internet access, call Card Services at 888-523-4308 during normal business hours.

Definitions. In this Agreement, the words "you", "your", or "yours" mean each individual to whom a Card is issued under the Card Program as an eligible employee, retiree or HSA Account Holder. "We", "our", or "us" means the Company who is the Plan Sponsor of the Employer Plans. The "Plan Service Provider" or "PSP" of the Employer's Plans means the authorized and appointed entity that performs administrative services on behalf of the Plan Sponsor. "Card Account" means the account at the Bank on which your Card is issued. "Bank" means Benefit Bank, the issuer of the Card. "DataPath" is DataPath, Inc., an authorized representative of Benefit Bank. "Card Services" means DataPath Card Services, Inc. an entity contracted by the Bank to perform Card-related services. "Account" means those accounts established and maintained by the Company or its agent to access the general assets of the Company to pay for your Qualified Expenses under the Employer Plans. The Account may refer to your HSA as set forth in your HSA Addendum (if applicable). "Card" means the mySourceCard[®] MasterCard[®] Debit Card issued to you by the Bank under this Agreement. "Agreement" means these terms and conditions, as they may be amended from time to time, or as appended, depending on the type of account you access with the Card. "Card Program" means the program under which you have been issued a Card. "Company" means your Employer. "Employer Plans" means the Dependent Care, Flexible Spending, Health Reimbursement or other reimbursement plans sponsored or facilitated by the Company. "Qualified Expenses" means certain eligible expenses as defined in the Employer Plan documents and under federal law. Any Card transaction that is not a Qualified Expense is called a "Non-Qualified Expense."

How the Card Program Works. As a participant in the Employer Plans, you have been provided a mySourceCard[®], a MasterCard[®] Debit card issued pursuant to certain Agreements among the Company, the PSP, DataPath, Card Services, and the Bank. You understand that when issued under an Employer Plan, you may only use the Card for payment of Qualified Expenses as defined in this Agreement and the Employer Plans and agree that the use of the Card is thus restricted. You agree that the amounts charged on your Card will be advanced by the Company with funds from its general assets and that the Company will repay itself by making a corresponding reduction from the appropriate notational Plan bookkeeping account maintained by the Company (or the PSP on the Company's behalf). You further agree that Card transactions shall be subject to the terms of this Agreement and the rules of the Employer Plans and any applicable federal or state rules or regulations. Additional Card uses may be permitted in accordance with the terms of any applicable HSA Addendum. You understand that neither any merchants nor we are obligated to you if any merchant refuses to honor your Card or retains your Card if authorization for its use is not given. You agree that if you use your Card for a purchase that is returned for a refund, and the purchase was a Qualified Expense charged to your Account, that the refund must be made on a credit voucher, which shall be credited to the Account in the normal course of business. You agree that all Card transactions may be presented to the PSP through the use of either sales or credit drafts or electronic transmissions of the transaction information, and that you will, upon request, review transaction statements and sign documents attesting to the validity of your Qualified Expenses. The Card is not a credit card and cannot be used to obtain credit or cash advances. Your total purchases may not exceed the available account balance at the time of purchase and split transactions, defined as a Card payment of any amount less than the total amount owed at the point of sale, are not permitted.

Your Responsibility for Use of the Card. For each of the Employer Plans in which you are enrolled, you agree that you will only use the Card to pay for Qualified Expenses under the Plan(s) and for no other purpose. You acknowledge that you have received and reviewed guidelines for the expenses that are Qualified Expenses under each Plan and you agree to follow those guidelines. You also agree and certify that any expense you pay with the Card has not been submitted previously and will not be submitted for reimbursement under any other plan or program of benefit coverage. Further, you agree to save all invoices and receipts related to any expense paid with the Card and upon request, you agree to submit these documents for review by the PSP. If you fail to submit a receipt when it is requested, the amount in question will be deemed to be a Non-Qualified Expense for which you must immediately reimburse the Company. Neither the issuance of the Card nor its acceptance by a merchant or service provider is a guarantee of coverage under the Employer Plans. Additional Card uses may be possible as described in any HSA Addendum.

Consequences in the Event of Non-Qualified Expenses. Except as may otherwise be provided in your HSA Addendum, you understand that if you use the Card for purchases of Non-Qualified Expenses, as determined by the Company, PSP, the IRS, or any other party having authority, you have violated this Agreement and your obligations under the Employer Plans. If you use the Card for Non-Qualified Expenses, whether by mistake or otherwise, you will be liable for any such expenses as well as any taxes, fines, surcharges, penalties and other expenses payable under applicable law, together with any expenses incurred by the Company and/or the PSP as a result of such impermissible use. You understand and agree that, upon notification, you must immediately re-pay the expense to the Company and that your Card may be immediately suspended or revoked for failure to comply. Repayment methods include, but are not limited to, a payment in the form of a personal check, an electronic funds transfer from your personal checking or savings account initiated by you or us, or an off-set adjustment from a Qualified Expense not originated as a Card

transaction but submitted for reimbursement under the Plan.

Default. You will be in default if you fail to meet your obligations under this Agreement, including but not limited to the failure to make restitution for any expense charged to the Card. In such event, the Bank, DataPath, the PSP, or the Company may exercise any legal rights the party may have. If any of the above is required to take any legal action under this Agreement, you agree to pay any related court costs, collection fees, and attorney's fees and charges reasonably incurred. If you are in Default, we are not obligated to continue to provide services to you under this Agreement.

Changes to this Agreement / Card Cancellation. We may, from time to time, change or add to the terms of this Agreement and any HSA Addendum thereto by providing notice to you. Such changes will become effective as of the date specified in the notice. We may also, at any time, cancel this Agreement and your right to use the Card. Changes to the Agreement or cancellation or suspension of your Card Account will not affect your obligation to pay any amounts you owe under this Agreement. The Card will be cancelled immediately if you cancel your participation in the Plans or terminate your employment. If your employment is terminated, you agree to immediately return your Card, as well as any Cards issued to your dependents, to the Company.

Receipt of Disclosures. By signing, accepting, or using the Card, you acknowledge receipt of this Agreement and your acceptance of its terms and conditions.

Business Days. Business days are Monday through Friday. Holidays, as determined by the Federal Reserve, are not included.

Record of Transactions. Electronic notification of each transaction will be sent to you at the email address you provide to us. In addition, records of your transactions will be available to you via a secure Internet web portal as provided by your PSP.

Fees. There may be fees associated with acceptance and use of the Card. In this event an updated and comprehensive fee schedule will be provided by your PSP. All fees are subject to change after providing 30 days notice to the affected party.

Limitations on Transfers. You understand that you may only use your Card to pay for Qualified Expenses. You may not use the Card at all locations that accept MasterCard cards. There is no limit on the number of transactions you may make with the Card, but the total dollar amount of transactions is limited to the amount(s) available to you under the Employer Plan(s). You are not permitted to use the Card to access cash at any ATM, and you cannot set up pre-authorized debits against the Account. For security purposes and to limit exposure to fraud or unauthorized use, additional limitations may be added without disclosure to you, the Company, or the PSP. Additional Card uses may be permitted in accordance with the terms of any applicable HSA Addendum.

Questions Concerning Plan Coverage of Expenses. If you have a question about the coverage of expenses under the Plans or the operation of the HSA, you should call or write to your PSP. Refer to your Plan documents for contact information.

Liability for Unauthorized Charges. You agree to notify Card Services immediately if you believe your Card has been lost or stolen or used by someone without your permission ("Unauthorized Charges"). Telephoning Card Services is the best way to minimize your losses. The number to call is 888-523-4308. You may also notify Card Services by writing to Card Services, Inc., P.O. Box 55028 Little Rock, AR 72215. You will not be liable for unauthorized use that occurs after you notify Card Services of the loss, theft, or possible unauthorized use. If you give Card Services notice orally, you agree to confirm it in writing upon their request. In any case, your liability for unauthorized use will not exceed \$50.

Liability of the Bank. If Card Services or the Bank does not complete a transfer to or from your account on time or in the correct amount according to this Agreement, Card Services will be liable for your losses or damages. However, there are some exceptions. Card Services will not be liable, for instance:

- (1) If, through no fault of Card Services, sufficient funds are not available to make the transfer;
- (2) If the merchant's point of sale terminal system was not working properly and you knew about the breakdown when you started the transfer;
- (3) If circumstances beyond Card Services' control (such as fire or flood) prevent the transfer, despite reasonable precautions that were taken;
- (4) Or other exceptions stated in this Agreement.

Who to Notify in Case of Errors or Questions about your Electronic Transfer. If you think your transaction record is wrong, or if you need more information about a transaction, email Card Services at cardservices@myrsc.com or write to Card Services, Inc. P.O. Box 55028, Little Rock, AR 72215 as soon as possible. Card Services must hear from you no later than 60 days after the date that the error or problem occurred. You can telephone Card Services at 888-523-4308, but doing so will not preserve your rights. If you give notice orally, Card Services may require that you send your complaint or question in writing within 10 business days. If asked to put your complaint or question in writing and it is not received within 10 business days, your account may not be credited. In your letter, provide the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error and an explanation, if you can, why you believe there is an error.

If you need more information, describe the item you are unsure about.

Within 10 Business Days of receipt of your notice, Card Services will make a determination of whether an error occurred. If an error has occurred, Card Services will promptly correct the error. If more time is needed to make a determination, Card Services may take up to 45 days to investigate your complaint or question. If this action is taken, Card Services will credit your account within 10 business days for the amount you think is in error. For errors involving new accounts, point-of-sale or foreign-initiated transactions, Card Services may take up to 90 days to investigate your complaint or question. For new accounts, Card Services may take up to 20 Business Days to credit your account for the amount you think is in error. Results will be provided to you within three business days after completing the investigation. If it is determined that there was no error, a written explanation will be sent to you. You may ask for copies of the documents used in the investigation.

Privacy and Confidentiality. Your information will be disclosed to the Bank, the Company, DataPath, the PSP, and other third parties about your Card account:

- 1) Where it is necessary for completing transactions,
- 2) In order to verify the existence and condition of your Card Account for a third party, such as a merchant,
- 3) In order to comply with government agency or court orders,

- 4) As provided in this Agreement, the HSA, the HSA Addendum, or in the Plans,
- 5) If you give written permission.

Authorizations. You agree that Card transactions will be honored only when within the limits of your Plans. If transactions exceed the limits of your Plans, the transaction may be rejected.

Governing Law. Arkansas law will govern this Agreement. Disputes, claims or controversies shall upon election by any party of this Agreement be resolved in binding arbitration.

Change of name or address. You agree to notify Card Services immediately of any change to your name, phone number, email address, or mailing address. Notification can be provided in writing or by on-line submission through the Internet portal provided by your PSP.



CARD PARAMETER SETUP

BUSINESS INFORMATION

Company Name: _____ Tax Id Number: _____

Name on Card (Print): _____
Employer Name to appear on the card in addition to Card Holder's Name (23 Character Maximum)

PLAN SERVICE PROVIDER INFORMATION

Name: Diversified Administration, Inc. Contact Person: Susan Luskin

Phone Number: 954-983-9970 Serial Number: 272036949411

BENEFIT PLAN INFORMATION

List the Employer Sponsored Reimbursement Plans for which the Card will be active for payment of eligible expenses.

- FSA Medical – General Purpose FSA Medical – Limited Purpose DCAP
- Transit Reimbursement Parking Reimbursement Other: _____
- HRA Linked HRA Unlinked – Limited Purpose HRA Unlinked – General Purpose

AUTO-SUBSTANTIATION PARAMETERS

Process these Card Transactions as Auto-Substantiated Claims

Plan A: _____ Plan B: _____ Plan C: _____

Rx – Name Brand: \$ _____ Rx – Name Brand: \$ _____ Rx – Name Brand: \$ _____

Rx – Generic: \$ _____ Rx – Generic: \$ _____ Rx – Generic: \$ _____

Primary Physician: \$ _____ Primary Physician: \$ _____ Primary Physician: \$ _____

_____: \$ _____ _____: \$ _____ _____: \$ _____

_____: \$ _____ _____: \$ _____ _____: \$ _____

_____: \$ _____ _____: \$ _____ _____: \$ _____

_____: \$ _____ _____: \$ _____ _____: \$ _____

CARD PARAMETERS

_____ Check here if you want cards blocked if substantiation or repayment is not provided in a timely manner.

_____ Number of days to wait for substantiation before deeming transaction non-qualified

_____ Additional Number of days to wait before attempting to collect non-qualified amounts from other qualified claims.
This process will offset the amount due for non-qualified transactions with reimbursements from qualified transactions.