

Plan Adoption Agreement

Fax to: (608) 831-4790

Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347

Phone support: (800) 346-2126 | (608) 831-8445

Employee Benefits Corporation | Email support: sales@ebcflex.com

Plan Adoption Agreement

Effect of Plan Adoption Agreement: The Plan Adoption Agreement, including the Employer Information Form and any addenda or amendments to the agreement, along with the EBC HRASM Plan Document, contains all the provisions of an Internal Revenue Code Section 105 Health Reimbursement Arrangement sponsored by the Employer. The Employer may wish to consult its legal counsel before executing the Plan Adoption Agreement.

As set forth below, the following Employer hereby engages Employee Benefits Corporation, PO Box 44347, Madison, Wisconsin 53744-4347 (telephone: (608) 831-8445; toll free (800) 346-2126), to provide services related to the EBC HRA. The EBC HRA is a Health Reimbursement Arrangement subject to Sections 105 and 106 of the Internal Revenue Code.

Organization Information

Legal Name of Organization Federal Employer ID Number (FEIN) (xx-xxxxxxx)

Is the company listed above part of a controlled group?

Yes No (If you chose "Yes" the attached Related Employers Form must be completed)

Plan Details

This is an entirely new Section 105 Plan

Deductible Credits Apply:Yes No

Deductible credits are applied on the participant level as claim information is received

This is a continuation of an existing Section 105 Plan

Original Effective Date, (mm-dd-yyyy)

This is a mid-Plan Year takeover of an existing Section 105 Plan

Original Effective Date, (mm-dd-yyyy) Prior start date (mm-dd) Prior end date (mm-dd)

Takeover Blackout Period:

Blackout Period Start Date (mm-dd-yyyy)

Blackout Period End Date (mm-dd-yyyy)

Collectively Bargained Benefit:

Yes

Effective Date (Start Date):

EBC HRA Effective Date (mm-dd-yyyy)

No

Name the EBC HRA

Use a standard Plan name: [Organization Name] Health Reimbursement Arrangement

Use a custom or previously established name

Enter the custom or previously established Plan name

Plan Number

Plan Year

Use a calendar Plan Year: January 01 - December 31

Use an off-calendar Plan Year

Start date (mm-dd) End date (mm-dd)

Eligibility Requirements

Option 1: To be eligible for the EBC HRA, the Employee MUST elect the qualifying health plan(s)

Option 2: To be eligible for the EBC HRA, the Employee MUST be separated from service (e.g., severance, termination, COBRA)

Option 3: To be eligible for the EBC HRA, the Employee must be a qualifying retiree

Option 4: Enter the hourly requirement and waiting period below for plan designs which reimburse expenses other than deductible and/or coinsurance

Hourly Requirement: Hours per week Others

Waiting Period: First of the month after:

30 days 60 days 90 days Date of hire* Other:

From date of hire: *Note that an employee hired on the first of the month will not be added until the first of the following month.

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30 days 60 days 90 days Other:

On date of hire Other eligibility:

Other Requirement:

Qualified Health Plan(s)

Insurance Carrier Name:

The EBC HRA is offered with:

All health plans

Selected health plans (list):

Health plan renewal date: (mm-dd-yyyy)

Reimbursement, Runout and Rollover

The annual benefit is available for reimbursement at the start of the Plan Year

The annual benefit will be divided and deposited equally as follows:

Monthly Quarterly

Prorating: No prorating Daily Monthly Quarterly

Employees hired during the period indicated above will receive the full EBC HRA allocation for that period

Runout Period: Standard 3-month Other Date: No runout

Runout period for mid-year Participant terminations: Standard 3 months from date of termination Same as Plan Year runout end date

Days from date of termination (not to exceed Plan Year runout period)

Rollovers: No unused dollars roll over

All unused dollars roll over annually with no maximum

All unused dollars roll over with a maximum accumulated rollover amount:

\$ \$ \$ \$ Limited Family (00000) \$ Family (00000)

Limited unused dollars roll over annually; enter a dollar or percentage amount below:

Single (00000)
Single

Or % \$ Maximum accumulated rollover amount (00000)

Maximum accumulated rollover amount (00000)

No maximum Limited Family (00000)

Limited Family

Or % \$ Maximum accumulated rollover amount (00000)

No maximum Maximum accumulated rollover amount (00000)

Plan Design Template 1

Plan Template Name

HSA Compatibility:

Yes, this plan is offered with a Health Savings Account (HSA)

No, this plan is not offered with a Health Savings Account (HSA)

Expense Type: Select one expense type per page.

General Expense Types

Section 213 Dental

al Vision

Office Co-pay

Individual Insurance Premium

Prescription Co-Pay

Deductible or Coinsurance Expense Types

Health Plan Deductible

Prescription Deductible

Coinsurance

Do you authorize Employee Benefits Corporation to accept prescription receipts in lieu of an Explanation of Benefits (EOB) from the carrier if prescription is applied to deductible?

Yes No

How will the deductible or coinsurance for this HRA be calculated for Family or Limited Family HRA coverage?

Aggregate

Embedded

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For the selected expense types above, enter the participant's deductible or coinsurance amounts below:

Single (00000)

S Limited Family (00000)

Family (00000)

Maximum EBC HRA Reimbursement

Enter the maximum dollar amount available for reimbursement by the EBC HRA for the selected expense type:

\$ Single (00000)

\$ Limited Family (00000) \$

Single (00000)

Family (00000)

Reimbursement Plan

Use this table to design the EBC HRA reimbursement for your selected expense type. Completing single coverage only creates an Employee only benefit. **Important note:** You must calculate the "To Amount" based on the embedded individual amount.

		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Single	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Limited Family	1st Tier	\$	\$	%	Yes	Yes	Yes
· •,	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Family	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes

Plan Design Template 2

Plan Template Name

HSA Compatibility:

Yes, this plan is offered with a Health Savings Account (HSA)

No, this plan is not offered with a Health Savings Account (HSA)

Expense Type: Select one expense type per page.

General Expense Types

Section 213 Dental Vision Office Co-pay Individual Insurance Premium Prescription Co-Pay

Deductible or Coinsurance Expense Types

Health Plan Deductible

Prescription Deductible

Coinsurance

Do you authorize Employee Benefits Corporation to accept prescription receipts in lieu of an Explanation of Benefits (EOB) from the carrier if prescription is applied to deductible?

Yes No

How will the deductible or coinsurance for this HRA be calculated for Family or Limited Family HRA coverage?

Aggregate

Embedded

For the selected expense types above, enter the participant's deductible or coinsurance amounts below:

Single (00000)

Limited Family (00000)

Family (00000)

Maximum EBC HRA Reimbursement

Enter the maximum dollar amount available for reimbursement by the EBC HRA for the selected expense type:

\$ Single (00000)

S Limited Family (00000) \$

Single (00000)

Family (00000)

Reimbursement Plan

Use this table to design the EBC HRA reimbursement for your selected expense type. Completing single coverage only creates an Employee only benefit. **Important note:** You must calculate the "To Amount" based on the embedded individual amount.

		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Single	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Limited Family	1st Tier	\$	\$	%	Yes	Yes	Yes
· ,	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Family	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes

Plan Design Template 3

Plan Template Name

HSA Compatibility:

Yes, this plan is offered with a Health Savings Account (HSA)

No, this plan is not offered with a Health Savings Account (HSA)

Expense Type: Select one expense type per page.

General Expense Types

Section 213

Dental

Office Co-pay

Individual Insurance Premium

Prescription Co-Pay

Deductible or Coinsurance Expense Types

Health Plan Deductible

Prescription Deductible

Vision

Coinsurance

Do you authorize Employee Benefits Corporation to accept prescription receipts in lieu of an Explanation of Benefits (EOB) from the carrier if prescription is applied to deductible?

Yes No

How will the deductible or coinsurance for this HRA be calculated for Family or Limited Family HRA coverage?

Aggregate

Embedded

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For the selected expense types above, enter the participant's deductible or coinsurance amounts below:

Single (00000)

Limited Family (00000)

Family (00000)

Family (00000)

Maximum EBC HRA Reimbursement

Enter the maximum dollar amount available for reimbursement by the EBC HRA for the selected expense type:

Limited Family (00000)

Single (00000)

Reimbursement Plan

Use this table to design the EBC HRA reimbursement for your selected expense type. Completing single coverage only creates an Employee only benefit. Important note: You must calculate the "To Amount" based on the embedded individual amount.

		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Single	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Limited Family	1st Tier	\$	\$	%	Yes	Yes	Yes
•	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
		From Amount (00000)	To Amount (00000)	% EBC HRA Pays	No Benefit Maximum	Apply Rollover	Apply Additional Benefit
Family	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes

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Combin	e Expens	e Types

Yes, combine all selected expense types with a maximum reimbursement:

\$ Single (00000) \$ Limited Family (00000) \$ Family (00000)

Additional Enhancements

Additional Enhancements require an Addendum to this Agreement. Please contact our Sales Team at 800 346 2126 or email sales@ebcflex.com to request the Addendum.

Post Employment Benefit: The Post Employment Benefit allows employees who retire, terminate or lose eligibility (Employer option) to continue to have access to their EBC HRA funds **Additional Benefit:** The Employer can apply additional dollars to the EBC HRA for items such as wellness testing, smoking cessation, etc.

Custom Reimbursement Arrangement: A Custom Reimbursement Arrangement may be used to reimburse expenses not covered in the Plan Design Template **Perpetual Benefit:** An EBC HRA plan that has no Plan Year

Please Sign and Date the Plan Adoption Agreement

By signing below, the individual represents that they are authorized by the governing body of the Employer to establish, restate, or amend its employee benefit plans.

X Employer: Signature		Date (mm-dd-yyyy)
Name	Title Title	

The EBC HRASM Service Agreement

Plan Service Agreement

The Service Agreement, plus any addenda or amendments to the agreement, is a contract between the Employer and Employee Benefits Corporation. The Service Agreement provides how Employee Benefits Corporation will assist the Employer in administering the Plan. The Employer may wish to consult its legal counsel before executing the Service Agreement. Note: In the states of Arizona, Florida, Kentucky, Massachusetts, Montana, North Carolina, Nebraska, Ohio, Rhode Island, Tennessee, Vermont, Virginia, and Washington, Employee Benefits Corporation is registered under the "doing business as" (DBA) name EBC Benefits Administration Corporation. In the state of New Hampshire, Employee Benefits Corporation is registered under the DBA name Employee Benefits Administrators of Wisconsin.

Organization Information

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxxx)

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Number Of Employees

Employee Total

Eligible Employee Total

Benefits Card

You can take advantage of the Benefits Card when the EBC HRA reimburses first dollar coverage and has common family aggregate amounts.

If the participant is required to pay first dollar coverage or pay a percentage of an expense, the Benefits Card is not an option. The "Benefits Card" is a stored-value debit card provided to plan participants that allows payment of a qualified expense at the point of sale if issued and used in accordance with IRS regulations and guidance. All copays entered below will be automatically substantiated without a receipt when used at qualifying health care providers.

Add the Benefits Card

I understand the Benefits Card will be made available to all EBC HRA participants and can only be used for qualified medical expenses.

Vision Dental Medical Pharmacy Section 213

Health Plan does not have co-pays Health plan co-pays:

Prescription co-pays: Enter all (generic, brand name, non-formulary, mail order)

\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)
\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)

Medical co-pays: Enter all (office visit, emergency room, hospital, ambulance)

\$ (0000)	\$ (0000)	\$ (0000)	\$ (0000)	\$ (0000)	\$ (0000)
\$ (0000)	\$ (0000)	\$ (0000)	\$ (0000)	\$ (0000)	\$ (0000)
Dental co-pays: Ente	er all (office visit, other)				

\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)
Vision co-pays: Ente	er all (office visit other)		

Vision co-pays: Ent	er all (office visit, other)		
\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)

Claim Funding Method

Claims-only Deduction Billing: Employer holds the funds

Billing Frequency: Daily * Twice Weekly Weekly **Payment Options:-**Employee Benefits Corporation initiated auto-debit * Employer initiated auto-deposit Check

^{*} Required with the Benefits Card

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ln۱	voicing Prefe	rence for Claim F	unding				
	Standard	By Division					
Fe	es						
	Check box if invo	oice for some or all of	the fees listed sha	all be sent to a third	party		
	and/or fees due	eement must be signe and owing after term Employee Benefits C	ination of the thir	ird party and Emplo d party payment ar	oyee Benefits Corporation sperrangement will be assessed a	ecifying the associated par nd billed to the Employer	yment obligations. Unpaid invoices according to the then-standard fees
EBG	C HRA Administra	ation					
\$)			\$			
Υ	First Year Fee (0	000)		Annual Renew	val Fee (0000)		
\$	•			\$			
ٻ		istration Fee (0.00) Pe	er Participant	Monthly Minir	mum Fee		
Bei	nefits Card Admi	nistration					
\$)						
т	Monthly Admini	istration Fee (0.00) Pe	er Participant				
Rui	nout Takeover Ad	dministration					
\$)			\$			
·		istration Fee (0.00) Pe	er Participant	. Monthly Minir	num Fee		
De	ductible Credit A	dministration					
The	ere is a \$150 proc	essing fee per addition	nal spreadsheet.				
ln۱	voicing Prefe	rence for Fees					
	Standard	By Division					
Pa	yment Meth	od					
Cho	oose how you will	submit your Annual a	and Monthly Adm	inistration Fees:			
Pay	yment Options:	Auto	-debit	Auto-deposit	Check		
Acc	count Options:	Use b	oank information c	urrently on file	Use the Auto-Debit Auth	orization Form attached	
Op	otional Servic	es					
Em	ployee Education	n: Pleas	e add Employee E	Education Meetings	by Employee Benefits Corpo	ration personnel at addit	ional cost

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Services, Terms, and Conditions

1. Scope of Services

1.1. **EBC's Role.** EBC's sole function under this Service Agreement is to provide non-discretionary administrative services in accordance with the terms of this Service Agreement. EBC shall operate as a directed third party administrator. EBC is not the "plan administrator," trustee, or a fiduciary, as those terms are defined under ERISA or any other applicable federal, state, or local law. EBC is not an insurance company or a guarantor of any benefits provided under the Employer's benefit programs, and does not provide legal, tax, or accounting advice to Employer with respect to such programs.

1.2. **Employer's Role.** The Employer is both the sponsor and the administrator of the Plan, with the ultimate responsibility for directing EBC's activities in accordance with the Plan documents, ensuring that the Plan complies with all applicable federal, state, and local laws, including Internal Revenue Code ("IRC") § 105 and 106 and establishing, amending, and terminating the Plan. Employer is responsible for interpreting the Plan, its provisions, terms and conditions; making any and all determinations with respect to eligibility and final appeals, as applicable; and completing nondiscrimination testing as required by IRC § 105. Employer is responsible for ensuring that any other employers participating in the Plan are identified on the Related Employers Form and are members of Employer's controlled group as defined in Internal Revenue Code §§ 414(b), (c), or (m), Employer has the proper authority to act on their behalf in execution of this Agreement, and they shall comply with the terms and conditions of this Agreement.

2. Benefits Administration Services

- 2.1. **Services.** EBC shall provide the benefits administration services listed in this Section 2 (the "Services") for the Plan features selected by the Employer in the Plan Adoption Agreement. EBC represents and warrants that it shall perform the Services in a workmanlike manner using reasonable skill and care, and it has all material permits and licenses required to perform the Services. It shall not be a breach of the prior sentence if EBC acts in accordance with Employer's written instructions.
- 2.2. **Plan Set-up and Administration.** EBC provides a standard plan setup guide for Employer to choose among various features and options available on EBC's system. The Employer is responsible for legal review and adoption of the plan in accordance with the requirements of applicable law. EBC does not provide legal advice as to which options or features the Employer should implement.
- 2.3. **Participant Enrollment.** Employer must provide EBC with timely, accurate, and complete enrollment information via file or portal. Once such information is received, EBC will establish participant accounts for each participant for whom it receives complete enrollment information. EBC may from time to time send email communications to participants with information regarding their account. The Benefits Card (if elected) is sent under separate cover. EBC is not responsible for sending privacy policies or legal notices to employees related to health reimbursement arrangements. EBC may make available a sample Notice of Privacy Practices to Employer through www.ebcflex.com.
- 2.4. **Secure participant access to www.ebcflex.com.** EBC hosts a participant-accessible website to help them manage their account online. Participants can use this website to access their account balance, distribution history, and transaction activities; review and enter claims; update email preferences; and download account servicing forms, among other activities
- 2.5. **Secure employer access to www.ebcflex.com.** EBC hosts an employer-accessible website where an employer can view plan information, generate and view plan reports, manage plan funding and invoicing, among other activities.
- 2.6. Claims Processing. EBC will review claims in accordance with standards set forth under applicable law, including IRS guidelines concerning eligible expenses, and Department of Labor claims procedure regulations. Employer retains the authority to decide final plan appeals. EBC shall have no discretionary authority with respect to the processing of claims, and EBC's services under this Service Agreement are solely ministerial and non-discretionary in nature. If Employer is implementing a new HRA plan during their medical plan year, EBC shall process up to one (1) deductible credit spreadsheet upon Employer's request.
- 2.7. Claims Payment. EBC will process claims within five (5) business days of the date EBC receives a claim request from a participant. Payment will be made by direct deposit or check upon determination that a claim is in good order. A claim is determined to be in "good order" when the claim request contains all pertinent information, including information required to substantiate the claim. EBC will pay a participant's claim up to the amount of funds in the participant's HRA account at the time the claim is submitted. If the participant does not have sufficient funds in their HRA at the time the claim is submitted, EBC will pay a participant's claim up to the amount of funds in their HRA (if any) and pay the remainder as additional funds become available.
- 2.8. **Standard Plan Documents.** EBC provides standard plan documents and forms that are updated from time to time based on changes in the law and EBC's internal policies and procedures. These documents include a plan document, summary plan description, plan amendment form, and, for non-excepted HRAs, a Summary of Benefits and Coverage ("SBC"), among others. Employer is responsible for having plan documents and forms reviewed by its legal counsel and ensuring that these documents are legally compliant for Employer's needs and business and are appropriately and timely completed. Employer is responsible for timely amendments to its Plan and is responsible for any liabilities associated with untimely plan amendments. Employer is responsible for distributing the plan document, summary plan description, forms, SBC (if applicable), and related materials to plan participants in accordance with applicable laws.
- 2.9. **Customized Plan Documents and Forms.** If Employer chooses not to use EBC's standard plan documents and forms and instead chooses to use its own plan documents and/or forms (including documents it has customized based on EBC's sample documents), EBC shall not be responsible for providing any amendments or updates to Employer's customized plan documents and/or forms. EBC is not responsible for reviewing Employer's custom plan documents and/or forms for accuracy or regulatory compliance. Employer is responsible for ensuring that the Plan is operated in accordance with Employer's customized Plan documents. If the Employer asks EBC to customize EBC's sample documents, EBC shall review such request and, if it agrees to perform such request, shall bill on a time and materials basis for such service.

2.10. Employer and Participant Support

- 24/7 Support. EBC offers employers and participants information about their plans and accounts via www.ebcflex.com, interactive voice response technology, and a mobile application on a 24/7 basis except for routine maintenance.
- Employer Support. EBC service representatives shall provide support to Employer by toll-free telephone and email during designated hours on Monday through Friday ("Regular Business Hours"). If Employer has a designated service representative, the representative's availability during Regular Business Hours depends upon scheduling and service department needs, and Employer may receive assistance from other EBC service representatives.
- Participant Support. EBC service representatives shall provide support to participants by toll-free telephone and email during designated hours on Monday through Friday ("Regular Business Hours"). If Employer direction is required to resolve a participant's inquiry, EBC shall request such direction from Employer.
- 2.11. Nondiscrimination Testing Worksheet. EBC provides a worksheet that Employer may use to conduct nondiscrimination testing.
- 2.12. **Medicare Secondary Payer Mandatory Reporting.** EBC submits HRA enrollment information to the Centers for Medicare & Medicaid Services ("CMS") pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Employer is responsible for providing EBC with any information necessary for submission of HRA enrollment information. EBC will provide Employer with any information Employer may reasonably need to respond to any Medicare Secondary Payer demand letter or inquiry that Employer may receive from CMS; provided that, however, EBC is not responsible for direct resolution with CMS of any such demand letter.
- 2.13. **Patient-Centered Outcomes Research (PCOR) fee and tax filing.** EBC provides a PCOR Fee Report each plan year through the employer's online account for Employer's use in filing IRS Form 720 and Employer's payment of the PCOR fee.
- 2.14. **EBC Communications.** From time to time, EBC shall communicate electronically with Employer regarding the Services, the Plan, and general benefits educational content. Employer agrees to receive such communications.

Data, Information, and Instructions Supplied by Employer

EBC will establish various methods for transferring data, information, and instructions to EBC. Employer must use one of the methods established by EBC. EBC will perform the Services on the basis of, and shall be entitled to rely upon, data, information, and instructions provided by Employer or Employer's representative (including an agent or vendor) on the Plan Adoption Agreement, this Service Agreement, any Plan amendment, and any other written communications. Plan design changes requested by Employer must be submitted in a timely manner in writing to EBC using EBC's prescribed format and are subject to review and approval by EBC. If any error results from incorrect or untimely data, information, or instructions supplied by Employer or Employer's representative, EBC shall not be liable for any damages or delays arising therefrom and Employer shall be responsible for discovering and reporting such error and

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supplying the data, information, or instructions necessary to correct such error. Employer is ultimately responsible for the adequacy, timeliness, and accuracy of all Employer data. information, and instructions provided to EBC by Employer or by any of Employer's representatives (including Employer's agents and vendors).

Electronic Data Interchange

Employer is fully responsible for the accuracy, timeliness, and completeness of any electronic data interchange ("EDI") files submitted to EBC by Employer or Employer's designee. Employer or Employer's designee must transmit the data in the format specified by EBC. If Employer or Employer's designee transmits a faulty EDI file to EBC and does not resolve the file immediately, EBC reserves the right to stop accepting EDI files until the faulty EDI file is corrected by Employer or Employer's designee. If Employer designates a third party (e.g., an insurance carrier) to transmit EDI files to EBC, Employer is responsible for any fees charged by such party for such services. EBC is not responsible for auditing data or files provided by Employer or Employer's designee. Employer must complete a File Feed Addendum if Employer wishes to transmit EDI files to EBC.

Fees

- 5.1. Benefit Administration Fees. The fees for the Services are detailed earlier in this Service Agreement. Failure to pay fees by the due date may result in the imposition of interest and penalties and/or termination of this Service Agreement.
- Fee Changes. EBC may increase the fees for the Services at renewal upon 90 days' advance notice to the Employer. If an extraordinary change in the law occurs that materially increases the cost or effort required by EBC to provide the Services contemplated by this Service Agreement, EBC may increase its fees at any time during the year either on a onetime or continuing basis upon 90 days' advance notice to the Employer.

5.3. **Additional Fees**

- EBC will charge a fee for any Plan amendment(s) requested by the employer. This fee is waived if the amendment is submitted prior to the 15th day of the Plan year in which the amendment is to take effect.
- EBC will charge a fee for any payments returned as non-sufficient funds (NSF).
- If Employer opts to transmit data to EBC via electronic file feeds, any fees for such file feeds shall be specified in the File Feed Addendum.
- If issues arise from incorrect, incomplete, or untimely information submitted to EBC, Employer will be billed at EBC's then-current hourly rate to help facilitate the resolution of
- Extraordinary one time services will be billed as agreed upon by EBC and Employer.
- If Employer requests customized plan documents or customized regulatory research, Employer will be billed at EBC's then-current hourly rate.
- If EBC and Employer mutually agree that EBC will provide services to Employer that are not specified in this Service Agreement, charges for such additional services will be agreed upon prior to the performance of such services by EBC.
- Details about additional fees can be found in the employer's online account at www.ebcflex.com.
- Advance Payment of Fees. If EBC has reason to believe that the Employer's financial condition is such that it might not timely pay fees or provide funds for payment of claims, then EBC may, upon written notice, require payment in advance of performing services for any particular period of time.

Funding of the EBC HRA

The Employer shall provide EBC with all funds that EBC needs to pay benefit claims under the Plan. Employer acknowledges and agrees that all benefit claims funding is comprised of Employer's general assets and will be treated as such by EBC. If EBC receives qualified benefit claims in excess of the corresponding funds from the Employer, the Employer shall provide the funds within two business days of notice of such request by EBC. EBC will notify Employer on the date of the agreed upon schedule of the amount of all claims received for a specific period of time. After notification, EBC will acquire funds based on an agreed upon funding method. Notwithstanding the foregoing, Employer and EBC may agree to an alternative funding method through completion of the Alternative Funding Addendum. The terms of any such Alternative Funding Addendum shall supersede the terms of this Section 6.

Benefits Card (applicable only to Employers electing the Benefits Card)

- Funding of the Benefits Card. Claims checks and Benefits Card transactions will automatically be performed on a daily basis. EBC will initiate an auto debit from Employer's account as funds are needed and notify Employer simultaneously. Employers electing Benefits Card services must complete EBC's ACH Transaction Authorization Form. If an employer does not authorize EBC to initiate auto debits, EBC will require, at its discretion, the employer to either provide a security deposit of 4% of annual employee elections before cards will be issued to plan participants, or to pre-fund claims as set forth on an Alternative Funding Addendum. The terms of any such Alternative Funding Addendum shall supersede the terms of this Section 7.1.
- Benefits Card Issuance. The Benefits Card is issued on behalf of EBC by a third-party vendor. The Benefits Card vendor shall provide information at the time of card issuance regarding proper use of the card and reissue guidelines. EBC may adjust service timelines and other provisions related to the Benefits Card from time to time and at the direction of the Benefits Card vendor, with or without advance notice to the Employer.
- Benefits Card Substantiation. Under IRS guidelines, participants must substantiate their Benefits Card purchases. EBC will attempt to automatically substantiate Benefits Card purchases when permitted by IRS guidelines. If EBC cannot automatically substantiate a participant's Benefits Card purchase, EBC will request substantiation from the participant. If the participant does not provide timely and adequate substantiation, the participant's Benefits Card will be suspended in accordance with IRS guidelines. EBC shall make reasonable attempts to request repayment of unsubstantiated Benefits Card claims. EBC shall provide Employer with an annual report listing the participants who failed to substantiate their Benefits Card swipes during the plan year. Employer is responsible for determining how to collect the amounts of any unsubstantiated Benefits Card swipes that have not been repaid to the Plan, and/or for taxation of unsubstantiated claims.
- Eligible Expenses. The Benefits Card can be used by participants to pay for eligible expenses as defined by applicable law and the applicable plan to the extent consistent with EBC's standard operating procedures and the employer's choices on this Service Agreement. The Benefits Card may be used at merchants offering medical-related (including pharmacy, dental, and vision) qualified products and services. Whether the Benefits Card can be used at any particular merchant depends on the merchant's coding under the debit card processing system. Employer understands that selecting Pharmacy or Section 213 expenses for its Benefits Card will enable over-the-counter medicines and supplies to be purchased using the Benefits Card in addition to prescriptions and medical services. Employer further understands that the Benefits Card does not distinguish among deductible, coinsurance, and copayment expenses.
- Overpayments. If a participant receives an overpayment under the Plan or Benefits Card due to fraud, failure to substantiate a Benefits Card swipe, or an administrative error, EBC shall make reasonable efforts to recover any such overpayment. Employer shall be responsible for overpayments that are not recouped unless the overpayment was caused by EBC's gross negligence. EBC is not responsible for any overpayments that occur due to Employer's untimely notice of a participant's termination or ineligibility.

8. Indemnification

- Employer Indemnification. Employer will indemnify and hold harmless EBC, its employees, directors, officers, subcontractors, agents, affiliated companies, and other members of its workforce (each an "EBC Indemnified Party") against any damage, cost, loss, or expenditure (including but not limited to reasonable attorney's fees and costs) the EBC Indemnified Party may incur as a result of or related to any actual or threatened third party subpoena, compulsory demand, suit, claim, or proceeding brought against the EBC Indemnified Party or requiring the response or participation of the EBC Indemnified Party in any way (whether or not the EBC Indemnified Party is a target, subject, or party to any such claim, demand, suit, investigation, or proceeding) based upon, related to, or arising from (a) any materials or information supplied by or on behalf of Employer to EBC, (b) any act or omission of EBC undertaken at Employer's or any agent thereof's request, instruction, or approval, (c) any breach of law, rule, regulation, or order by Employer, (d) Employer's breach of this Service Agreement, or (e) any negligent or willful act or omission by Employer related to this Service Agreement.
- EBC Indemnification. EBC will indemnify and hold harmless Employeer, its employees, directors, officers, subcontractors, agents, affiliated companies, and other members of its workforce (each an "Employer Indemnified Party") against any damage, cost, loss, or expenditure (including but not limited to reasonable attorney's fees and costs) the Employer Indemnified Party may incur as a result of or related to any actual or threatened third party subpoena, compulsory demand, suit, claim, or proceeding brought against the Employer Indemnified Party or requiring the response or participation of the Employer Indemnified Party in any way (whether or not the Employer Indemnified Party is a target, subject, or party to any such claim, demand, suit, investigation, or proceeding) based upon, related to, or arising from (a) infringement of any third party intellectual property rights

EBC HRASM Service Agreement

by any materials or information prepared by EBC hereunder (except to the extent provided to EBC by or on behalf of Employer), (b) any act or omission of EBC undertaken contrary to the instructions of Employer or any agent thereof provided that such instructions are consistent with the terms of this Service Agreement and applicable law, (c) any breach of law, rule, regulation, or order by EBC, (d) EBC's breach of this Service Agreement, or (e) any negligent or willful act or omission by EBC related to this Service Agreement (except if undertaken at the request, instruction, or approval of the Employer or any agent thereof).

9. Limitation of Liability

EXCEPT AS INDICATED BELOW, THE PARTIES AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THIS SERVICE AGREEMENT IN AN AMOUNT EXCEEDING THE FEES PAID DURING THE PRECEDING TWELVE MONTHS BY CLIENT TO EBC UNDER THIS SERVICE AGREEMENT, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. The foregoing limitation of liability shall not apply to: (a) damages arising out of or relating to a Party's failure to comply with the terms of the Business Associate Agreement contained herein, (b) either Party's indemnification obligations set forth herein, or (c) damages arising out of a Party's gross negligence or willful misconduct.

10. Nature of Available Damages

EXCEPT AS ARISING OUT OF AN INTENTIONAL WRONGFUL ACT OF THE PARTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL, OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term

This Service Agreement shall be in effect for 1 year ("Initial Term") and shall thereafter automatically renew for successive 1 year periods ("Renewal Terms"), unless terminated as set forth below.

12. Termination

- 12.1. **Termination for Cause.** Either Party may terminate this Service Agreement immediately upon written notice delivered to the other Party, if at any time (i) the other Party fails to comply with any of its obligations under this Service Agreement in any material respect, and such Party does not cure such non-compliance within 30 days of receiving notification of such failure, or (ii) the other Party has a receiver appointed for it, a general assignment is made for the benefit of the other Party's creditors, or a bankruptcy proceeding has been commenced with respect to the other Party.
- 12.2. **Termination for Convenience.** Either party may, upon written notice to the other party at least 60 days before the end of the Initial Term or of any Renewal Term, terminate this Service Agreement effective as of such end-of-Term date.
- 12.3. **Other Termination by Employer.** The Employer may terminate the Service Agreement effective (i) as of an end-of-Term date without the 60-day notice or (ii) on a date other than an end-of-Term date. If the Employer does so, however, the Employer shall pay to EBC the standard fee of \$300 that EBC charges for such terminations. EBC may change this standard fee from time to time; any such change shall be reflected in updated additional fee information available in the employer's account at www.ebcflex.com.
- 12.4. **Survival.** If this Service Agreement is terminated, then the following sections will continue to apply after the expiration or termination of this Service Agreement: Fees, Indemnification, Limitation of Liability, Nature of Available Damages, and Business Associate Agreement.
- 12.5. **Wrap-Up Period.** If either party terminates this Service Agreement and if requested by Employer, EBC shall complete its Services that pertain to the period prior to the effective date of the termination and the Employer will pay EBC for such Services. In particular, EBC will review and pay claims for the runout period after the final Plan Year (or part thereof) and the Employer will pay EBC the Monthly Service Fees for that period. The Benefits Card will not be available to participants during the runout period. All claims made during that time must be manually substantiated and submitted for reimbursement. Upon expiration of the runout period, EBC shall not be responsible for providing any further services to Employer or Plan participants, or for forwarding participant communications to Employer.

13. Assignment

Either Party may assign this Service Agreement as part of the sale of any substantial portion of its assets or pursuant to any merger, consolidation, or other reorganization, without the other Party's prior written consent. Otherwise, neither party may assign its rights and responsibilities under this Service Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notice of a Party's assignment of this Service Agreement must be provided to the other Party as soon as feasible following such assignment.

14. Amendments

EBC may amend this Service Agreement by providing written notice of such amendment to Employer, and such amendment shall be effective upon receipt of the amendment and Employer's continued use of the Services. Employer may amend its plan design by completing an amendment form provided by EBC.

15. No Third Party Beneficiaries

No third parties shall have the benefit of or any rights under any of the provisions of this Service Agreement.

16. Data Privacy Laws

For purposes of this section, "Data Privacy Laws" mean all international, federal, state, and/or local laws, rules, regulations, and requirements applicable to any information identifying one or more person(s) ("Personal Information"). Employer represents and warrants that it is and will continue to be in material compliance with applicable Data Privacy Laws; all information provided by Employer to EBC has been, and will continue to be, collected and processed in accordance with notice, consent, and any other requirements of applicable Data Privacy Laws; Employer has, and will continue to have, the right to transfer or provide access to the Personal Information to EBC consistent with the Services; and EBC's use of such Personal Information to provide the Services will not breach applicable Data Privacy Laws.

 $To the extent any \, Data \, Privacy \, Laws \, apply \, directly \, to \, EBC \, in \, the \, performance \, of \, the \, Services, \, EBC \, represents \, and \, warrants \, that \, it \, is \, in \, and \, will \, continue \, to \, be \, in \, compliance \, with \, such \, laws.$

17. Confidentiality and Disclosure

All information provided by Employer or its agents or employees to EBC shall be held in confidence by EBC and used and disclosed solely for purposes of fulfilling the terms of this Service Agreement. At all times that EBC has access to Personal Information as defined above that is received from or on behalf of Employer, EBC will maintain reasonable safeguards, including administrative, technical, and physical controls designed to ensure the privacy, security, and confidentiality of the Personal Information.

Furthermore, Employer and EBC each acknowledge that, as a result of entering into this Service Agreement, each party has, and will continue to reveal and disclose to the other, information that is proprietary and/or confidential to such party. Employer and EBC agree that each party will (a) keep such proprietary and/or confidential information of the other party in strict confidence, (b) not disclose confidential information of the other party to any third parties or to any of its employees who do not have a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Service Agreement, unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure.

Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Service Agreement shall not be considered confidential information (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information, or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party.

18. Force Majeure

Any delays in or failure of performance by any party hereto of its obligations under this Service Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, natural disasters, strikes, labor disputes, accidents, wars, pandemics, regulations or orders of civil or military authorities, shortages of labor or materials, or breakdown or failure of

 $\mathsf{EBC}\,\mathsf{HRA}^\mathsf{SM}$ Service Agreement

equipment or Internet service not due directly to the negligence of the party maintaining the equipment or Internet service. This section does not excuse Employer from its obligations to pay any of the Fees or to fund the Plan as provided herein.

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19. Recordkeeping

Employer and EBC shall retain records and supporting documentation sufficient to document its satisfaction of its obligations under this Service Agreement in accordance with laws and generally accepted accounting principles.

20. Applicable Law

The provisions of this Service Agreement shall be governed by the laws of Wisconsin.

21. Entire Agreement

This Service Agreement, including any EBC forms, attachments, and addenda, sets forth the entire understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Service Agreement will be

22. HIPAA Business Associate Agreement

- 22.1. Scope. A Business Associate Agreement ("BAA") is included in the Service Agreement. The execution of this Service Agreement shall also operate as an execution of this BAA. This BAA applies to third party administration services that EBC ("Business Associate") provides to Employer with respect to Employer's HRA Plan (the "Covered Entity").
- 22.2. **Definitions.** Unless otherwise defined herein, capitalized terms in this BAA shall have the meaning given in HIPAA, as amended by HITECH, and the regulations thereunder.
- 22.3. Permitted Uses and Disclosures by Business Associate. Business Associate may use and disclose Protected Health Information ("PHI") as necessary to perform the Services in this Service Agreement. Business Associate may use PHI for its proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration or to carry out its legal responsibilities, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

22.4. Obligations of Business Associate. Business Associate agrees to:

- Not use or disclose PHI other than permitted by this BAA or as Required by Law;
- Use appropriate administrative, technical, and physical safeguards to prevent use or disclosure of PHI other than as provided by this BAA. Business Associate will comply with subpart C of 45 CFR Part 164 with respect to electronic PHI;
- Notify Covered Entity regarding any use or disclosure of PHI not provided for this BAA of which it becomes aware, including Breaches of Unsecured PHI, and any Security Incident of which it becomes aware. Business Associate shall provide such notice without unreasonable delay and in no case later than sixty (60) calendar days after discovery;
- Mitigate, to the extent practicable, any harmful effect known to Business Associate resulting from a use or disclosure in violation of this BAA;
- Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- Make available PHI in a Designated Record Set to an individual or their designee as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.524 with respect to the PHI maintained by Business Associate on Employer's behalf;
- Upon receipt of written notice from Covered Entity, make any amendments to PHI in a Designated Record Set so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526. If Business Associate receives an amendment request that is within the Business Associates' control directly from an individual, the Business Associate shall make such amendments within 30 days of the written request to the extent such request is not inconsistent with the existing designated record sets (e.g., change of an individual's identifiers such as date of birth will be considered inconsistent). Any inconsistent request will be forwarded to Covered Entity for Covered Entity's determination of whether to amend the individual's record;
- Maintain and make available the information required by Covered Entity to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528. If EBC receives a request for an accounting of disclosures directly from an individual, EBC shall promptly forward that request to Covered Entity and make available the requested records to Covered Entity within 30 days from receipt; and
- Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

22.5. Obligations of Covered Entity. Covered Entity agrees to:

- Notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices to the extent any limitation affects EBC's Use or Disclosure of PHI;
- Notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's Use or Disclosure of
- Notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI;
- Use appropriate safeguards with respect to electronic PHI that it may access or receive from Business Associate's system, and to ensure that the Use or Disclosure of such PHI complies with HIPAA;
- Ensure that the data it transmits, or directs another entity to transmit on its behalf, to Business Associate, will not cause a Security Incident or cause a Breach of PHI;
- Not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entities, except for management and administration and legal responsibilities of Business Associate in accordance with this BAA; and
- Distribute an appropriate and compliant Notice of Privacy Practices for the Covered Entity. Business Associate may provide a sample Notice of Privacy Practices for Covered Entity to review and customize, but Covered Entity is responsible for distributing its Notice of Privacy Practices to participants.
- 22.6. **Term of BAA.** This BAA shall be effective as of the Service Agreement's Effective Date, and shall terminate when this BAA is terminated by Covered Entity or Business Associate.
- 22.7. **Termination for Cause.** Business Associate shall agree to the termination of this BAA by Covered Entity if Covered Entity determines that Business Associate has violated a material term of this BAA and Business Associate has not cured the violation or ended the violation within the time specified by Covered Entity.
- Miscellaneous. It is agreed that due to the manner in which PHI is retained and the retention requirements of the Internal Revenue Code and Employee Retirement Income Security Act, returning or destroying all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, is infeasible immediately upon termination of this BAA. Therefore, Business Associate shall extend the protections of this BAA to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

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Please Sign and Date the Service Agreement					
By signing below, the individual represents that they are authorized $% \left(1\right) =\left(1\right) \left(1\right$	to bind the Employ	yer in contract.			
x					
Employer: Signature				Date (mm-dd-yyyy)	
Print Name		Title			
x					
Employee Benefits Corporation: Signature				Date (mm-dd-yyyy)	
Print Name		Title			
Broker Information				N/A	
Agency/Organization: Name				Federal Employer ID Social Security Numb	
Agency/Organization Street Address		City		State	Zip Code
Agent/Broker: Last Name	First Name		Allanaaaaatta	Title	
Phone (xxx-xxx-xxxx)	Extension		Employer acknow	ccess participant persuledges its health plant nent (BAA) in place wi	

Employee Benefits Corporation Representative

Email address (required to receive email copy of signed contracts to client)



Account Type:

ACH Transaction Authorization Form

(800) 346-2126 | (608) 831-8445 Phone support: employerservices@ebcflex.com Email:

Getting Started: Submit one form for each bank account. To authorize withdrawals and deposits from multiple accounts, complete and submit multiple forms. Please provide your bank with the ACH Authorization Information below so as to give Employee Benefits Corporation permission to pull and/or push funds.

Organization Information:

Legal Name of Company Federal Employer ID Number (FEIN) (xx-xxxxxxx)

Division Name (fill out only if invoiced by division):

Checking

Change Account Financial Institution Information: New Account Use Account Currently on File (not applicable to HSAs) Name of Financial Institution Branch Financial Institution Address City State Zip Code Account Name Account Number Routing Number** **Please note that routing numbers starting

with a 5 are not valid for ACH debits/deposits Transaction Methods: Check/select the product(s) and transaction type(s) that should use this bank account, or you can check the box to apply electronic banking to all your products including fees, funding, and remittance.

Enable ACH transactions for all products and purposes.

Savings

BESTflexsm Plan (including Premium Only)	Debit Fees	Debit Claims (including claims in exces	ss of payroll deposits)
EBC HRA sm	Debit Fees	Debit Claims	*Negative remitta Employer's mon
CommuteEase	Debit Fees	Debit Contribution Funding	Benefits Corpora
COBRASecure ^{s™}	Debit Fees	Deposit/Debit Remittance Payments*	Deposit/Debit Re address for remi
Billing Services	Debit Fees	Deposit/Debit Remittance Payments*	•
Compliance Services	Debit Fees		
SimplyHSA	Debit Fees	Debit HSA Contributions	

Debit Claims

Debit Fees

*Negative remittances (which occur when the premiums in the Employer's monthly remittance are not sufficient to cover Employee Benefits Corporation's administration fee) shall be debited. Also, if Deposit/Debit Remittance Payments is selected, we require an email address for remittance notifications:

Debit Payroll Deductions

ACH Authorization Information: To process transactions, please provide your bank with the Employee Benefits Corporation ACH Authorization Information below. If you would like to process SimplyHSA transactions, provide your bank with both the Employee Benefits Corporation and SimplyHSA Only ACH Authorization Information.

Employee Benefits Corporation ACH Authorization Information

Submitting Bank (ODFI): Capitol Bank

Lifestyle Accounts

Company Name (Account Name): **Employee Benefits Corporation**

Routing Number: 075912806 Account Number: 117838 Company Originator ID: 1392044064

SimplyHSA Only ACH Authorization Information

Submitting Bank (ODFI): **BMO HARRIS NA** Company Name (Account Name): **HSAWCSPCUSTODIAN**

Routing Number: 071000288 Company ID (Payroll Funding): 1900808825* Company ID (Daily POS Settlement): 1383261866

*The first character is the letter I and not 1 or an L

Company ID (Resubmits): W383261866

Authorization:

As an authorized company representative, I authorize Employee Benefits Corporation and the financial institution named above to initiate withdrawals from and/or initiate deposits to the checking/savings/ledger account listed above (the "Account") and agree to be bound by the NACHA Operating Rules. For any HSA contributions, I understand and agree that such withdrawals will be made by WealthCare Saver, as the HSA custodian. In addition, I understand and agree that the Account will be debited for a \$0.01 pre-note transaction in order to test the Account and avoid any ACH rejections in the future. This \$0.01 pre-note transaction will be credited back to the Account the same day it was debited. It is my responsibility to notify Employee Benefits Corporation immediately of any changes to the Account (i.e., change of account number or closure of account). This authorization will remain in effect until Employee Benefits Corporation has received written notification from an authorized company representative of its termination in such time and in such manner as to provide Employee Benefits Corporation a reasonable opportunity to act on it. A fee may be charged for any ACH payment returns related to the Account.

x		
Signature	Date (mm-dd-yyyy)	Effective Date (mm-dd-yyyy)
Print Name	Title	Phone Number (000-000-0000)

© Employee Benefits Corporation ID E0-557 0623