

FIRST DOLLAR, INC. HRA CUSTOMER TERMS

Benefit Account Products and Services

These Customer Terms (these “Terms”) apply to your use of, and participation in, the benefit account products and services made available to you by HealthJoy, LLC (“Company,” “we,” or “us”). These products and services are powered in part by First Dollar, Inc. and its affiliates (“First Dollar”), which acts as our service provider and sub-processor.

These Terms are in addition to, and are incorporated into, the agreement between you and Company governing the products and services (the “Company Agreement”). By executing the Company Agreement, by submitting an enrollment or eligibility file, or by otherwise accessing or using the products and services, you agree to these Terms. If there is a conflict between these Terms and the Company Agreement with respect to the subject matter addressed here, these Terms control.

These Terms are a standalone document. Capitalized terms used in these Terms have the meanings given in Section 1 below.

1. Definitions

For purposes of these Terms, the following capitalized terms have the meanings set forth below.

“**ACH**” means the Automated Clearing House network operated in accordance with the Nacha Operating Rules.

“**Authorized Users**” means employees and other representatives of Company or of Customer, including plan administrators, who are authorized by Company or Customer to use the Platform on behalf of Company, Customer or a Plan. For clarity, Authorized Users excludes End Users, unless a plan administrator is also an End User.

“**Benefit Types**” means the health and benefit account types made available to Customer under the Company Agreement, which may include a Health Savings Account (“HSA”), Flexible Spending Account (“FSA”), Dependent-Care Flexible Spending Account (“DC-FSA”), Limited Purpose Flexible Spending Account (“LP-FSA”), Health Reimbursement Arrangement (“HRA”), Qualified Transportation Fringe Benefit Plan (“QTP”), and Lifestyle Spending Account (“LSA”).

“**Company**” means HealthJoy, the party that has contracted with Customer to provide the Services and related technology.

“**Customer**” or “you” means the employer or other entity that has entered into the Company Agreement with Company pursuant to which Company provides services and/or technology that incorporate the Services.

“**Customer Data**” means all information, including images and other electronic data of any nature, that Customer, its Authorized Users, or its End Users upload to or submit in the course of accessing or using the Services, including Eligibility Data.

“**Debit Card**” means any physical or virtual payment card issued in connection with a Benefit Type.

“**Eligibility Data**” means the data identifying individuals who are eligible to participate in and receive benefits administered through the Services, including enrollment and change-of-status information.

“**End Users**” means either account holders or individual benefit plan participants of Customer, as applicable, who are using the Platform or the Services. End Users are also referred to as “Participants.”

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“**HSA Owner**” means an End User in whose name a Health Savings Account is opened and maintained.

“Indirect Compensation” means compensation that First Dollar and its affiliates may receive from a person or entity other than Customer or Company in connection with the Services, including interest or other earnings on cash balances or deposits, investment related income or payments, payment card interchange revenue, rebates, revenue-sharing payments, and similar payments.

“Minimum Balance” means, unless a different amount is specified by Company, ten percent (10%) of the total potential spend for the upcoming plan year, which Customer must maintain at all times as Required Minimum Funding. The Minimum Balance may be monitored and increased upon notice to Customer.

“Nacha Operating Rules” means the operating rules and guidelines published by Nacha governing the ACH network, as amended from time to time.

“Notional Accounts” means the Benefit Types that are subject to Required Minimum Funding, including but not limited to FSA, DC-FSA, LP-FSA, HRA, QTP and LSA.

“Plan” means the group health, dental, ancillary, or other benefit plan established by Customer with the intention of providing a specified set of benefits to its employees.

“Plan Documents” means the plan document, summary plan description, election forms, notices, and similar documents required for administration of the Plan under applicable law.

“Plan Sponsor” has the meaning given to that term under ERISA.

“Platform” means the web-based applications and platform provided by First Dollar as part of the Services, including all modifications, updates and enhancements thereto.

“Required Minimum Funding” means the funding of accounts, in the amounts and at the times directed by Company or First Dollar, that is necessary for First Dollar to fulfill the Services. Benefit Types subject to Required Minimum Funding include, but are not limited to, the Notional Accounts.

“Services” means the benefit account products and services made available to Customer, its Authorized Users and its End Users through Company, including the provision of the Platform and the related administrative services performed by First Dollar.

“Sub-Processor” means any third party, including contractors, subcontractors, or service providers, engaged by First Dollar to process personal data on behalf of First Dollar in connection with the provision of the Services. Sub-Processors may include entities that provide hosting, data storage, payment processing, compliance, or other operational support services.

2. Customer Terms

Customer agrees to each of the following.

2.1 No Plan Sponsor or Fiduciary Status

Customer acknowledges and agrees that neither First Dollar nor any of its affiliates is, or shall under any circumstances be deemed to be, a Plan Sponsor, a “named fiduciary,” or a “fiduciary” as those terms are defined under ERISA, with respect to any Plan or benefit, or for any other purpose under any federal, state, or local law applicable to or otherwise affecting or regulating employee benefits sponsored by Customer. Customer, as Plan Sponsor, retains sole responsibility for the design, operation, and legal and tax status of its Plans.

2.2 Plan Documents and Notices

Customer is solely responsible for distributing all Plan Documents and notices required under ERISA to Participants enrolled in Plans governed by ERISA. To the extent First Dollar makes sample or customized Plan Documents available, Customer acknowledges that First Dollar assumes no responsibility for the compliance of any Plan or Plan Document with any local, state, or federal law, including ERISA, or with the terms of any collectively bargained agreement, or for any non-discrimination testing performed by a third party.

2.3 No Medical, Legal, Tax, Financial, or Investment Advice

Customer agrees that First Dollar does not provide medical services or legal, financial, tax, or investment advice to Customer or to its employees in connection with the products and services provided, and Customer agrees to consult its own legal and tax advisors.

2.4 Eligibility and Enrollment Information

Customer agrees to provide accurate and timely employee eligibility, enrollment, and change-of-status information. First Dollar will not be liable for any losses, gains, or errors resulting from Customer's failure to provide accurate and timely notice of any individual's eligibility, enrollment, or change of status, including benefits paid in error as a result of such failure.

2.5 Required Minimum Funding [applicable to Notional Accounts]

- a) Customer shall establish and maintain Required Minimum Funding in accordance with the Company Agreement and these Terms, including maintaining at all times at least the Minimum Balance. Customer shall fully fund any Required Minimum Funding, even if greater than the Minimum Balance, before amounts are disbursed. Customer is responsible for identifying any need to fund beyond the Minimum Balance, and that level of funding must be maintained throughout the term.
- b) Customer acknowledges and agrees that failure to maintain Required Minimum Funding can and will result in cessation of the availability of the products and services until such time as funding has returned to Required Minimum Funding levels. Customer further understands that Debit Card associated claims will not be adjudicated until adequate funding is reinstated, which may cause its Plans to be in violation of ERISA.
- c) Customer agrees to permit Company and/or its service providers, including First Dollar, to debit Customer's account for purposes of funding the benefit accounts and maintaining the Required Minimum Funding.

2.6 ACH Authorization and Nacha Compliance

- a) Customer authorizes First Dollar, Company or other service providers to originate ACH entries on Customer's behalf, agrees to be bound by the Nacha Operating Rules, and agrees not to request or forward to First Dollar any entries that would violate the laws of the United States.
- b) First Dollar has the right to terminate or suspend servicing of the products if Customer breaches the Nacha Operating Rules, and has the right to review Customer's compliance with the Nacha Operating Rules.

2.7 Health Savings Accounts [applicable to HSA offerings]

Customer represents and warrants that it has obtained each HSA Owner's assent to open a Health Savings Account in his or her name, and that Customer will maintain records of such agreement in accordance with First Dollar's written record retention policies.

2.8 Data Sharing and Sub-Processors

Customer acknowledges and consents to the sharing of Customer Data with First Dollar, as Company's subcontractor, and with First Dollar's Sub-Processors, for purposes of providing the Services.

2.9 COBRA Administration

Customer will retain its own COBRA administrator. Neither Company nor First Dollar provides COBRA administration services under these Terms.

2.10 Indirect Compensation

Customer acknowledges that, in addition to any fees or other amounts paid by Customer or Company in connection with the Services, First Dollar and/or its affiliates may receive or retain Indirect Compensation.

The amount of Indirect Compensation, if any, may vary based on factors including the applicable Benefit Types and Services, account and asset balances, investment activity, payment card transaction volume and activity, arrangements with financial institutions and other third-party service providers, and other activity associated with the Services. Customer

acknowledges and agrees that First Dollar and/or its affiliates may retain such Indirect Compensation as additional compensation for the Services.

3. General

3.1 Third-Party Beneficiary

Customer acknowledges and agrees that First Dollar is an intended third-party beneficiary of these Terms and may enforce the provisions of these Terms directly against Customer.

3.2 Changes to These Terms

Company may update these Terms from time to time as necessary to reflect changes to the Services, to the agreements between Company and First Dollar, or to applicable law. Company will provide Customer with notice of any material change in accordance with the notice provisions of the Company Agreement.

3.3 Relationship to the Company Agreement

Except as expressly set forth in these Terms, the Company Agreement remains unchanged and in full force and effect. Nothing in these Terms creates any contractual relationship between Customer and First Dollar except as expressly stated in Section 3.1.

Acknowledgment

By accessing or using the Services, Customer acknowledges that it has read, understands, and agrees to be bound by these Customer Terms.