

HEALTH SAVINGS ACCOUNT DEBIT CARD SERVICES ADDENDUM

This Debit Card Service Addendum (this "Addendum") is a part of and shall supplement and amend the Health Savings Account Agreement and Disclosure Statement governing your Health Savings Account with The Bank of New York Mellon (the "Agreement"). Terms not defined in this Addendum shall have the meaning provided in the Agreement.

We have arranged for the issuance of Visa® debit cards (Cards) to our Health Savings Account customers. When you use your Cards, you will be accessing the Available Balance in your Account.

This Addendum explains the types of Transactions that you can perform with your Card, as well as your rights and responsibilities concerning your usage and safeguarding of your Cards. By using your Card or effecting Transactions (defined below), you agree to be legally bound by the terms and conditions set forth in this Addendum.

Please read this Addendum carefully because it tells you your rights and obligations for the Transactions listed. You should keep this document for future reference.

IMPORTANT

If you believe your Card or personal identification number ("PIN") has been lost or stolen or has become known to unauthorized persons or that someone has used or may use your Card or PIN without your permission:

Notify us by:

Telephoning us at: 877-472-4200

Writing to us at: Benefit/Wallet Service Center
PO Box 1584
Secaucus, NJ 07094-1584

E-mailing us at: info@nybny.benefitwallet.com

1. Definitions.

The following definitions apply solely with respect to this Addendum:

"ATM" means automated teller machine.

"ATM Withdrawal" means a Card Transaction in which you receive money from an ATM.

"Authorization" means a Transaction in which you authorize others to place a hold on your Available Balance to ensure future payment.

"Available Balance" is the amount of funds available for your Account, not including funds invested in a Non-Deposit Vehicle.

"Banking Day" has different meanings for ATM Withdrawals and for Cash Advances, Purchases, and Authorizations. A Banking Day may, as applicable, exclude bank holidays.

(1) For ATM Withdrawals, we consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number and amount of Withdrawals you can perform at an ATM. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.

(2) For Cash Advances, Purchases, and Authorizations:

(a) We consider there to be six (6) Banking Days each week for purposes of imposing security limits on the amount of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 6:00 a.m. Eastern Time. The period from Saturday at 6:00 a.m. to Monday at 6:00 a.m. Eastern Time is counted as one (1) Banking Day; and

(b) We consider there to be seven (7) Banking Days each week for purposes of imposing security limits on the number of Cash Advances, Purchases, and Authorizations you can perform. For these purposes, Banking Days begin at 12:00 a.m. midnight Eastern Time.

"Card" means the Visa® debit card issued on your Account.

"Card Transaction" means those Transactions which you can perform with your Card as more fully described below.

"Cash Advance" means a Card Transaction in which you receive money back from a merchant or financial institution. Cash Advances do not include ATM Withdrawals.

"Custodian," "We, Us, Our" means The Bank of New York Mellon. For clarification, the terms "custodian," "we, us, our" have the foregoing meanings in this Addendum, whether or not they are capitalized.

"Electronic Funds Transfer" means any transfer of funds initiated or authorized by you through an electronic payment system. Transactions are considered Electronic Fund Transfers.

"Purchase" means a Card Transaction in which you purchase goods or services.

"Services" means Card and related services.

"Transaction" means those transactions which you can perform with your Cards as more fully described in this Addendum.

"Unauthorized Transaction" means a Transaction made by someone without your authorization and from which you received no benefit. An Unauthorized Transaction does not include: (a) a Card Transaction by a person to whom you furnished your Card or PIN unless you have notified us that Card Transactions by such persons are no longer authorized and we have had a reasonable opportunity to act on such notice; (b) a Transaction made or authorized by you with the intent to defraud; or (c) a Transaction which is made in error by us.

2. GENERAL DEBIT CARD FEATURES

2.1 Available Balance. Your Available Balance may fluctuate from day to day because it is dependent upon changes in the balance in your Account. Shortly after we are notified of a Transaction, the Available Balance is reduced, not when a sales draft or Cash Advance draft is paid.

If you attempt to make a Transaction that will exceed your Available Balance, the Transaction will normally be declined.

2.2 Payment for Transactions.

You authorize custodian to charge your Account in order to pay for Transactions. Each Transaction shall be considered to be your direction to custodian to charge or reduce your Available Balance. When you use your Card, the charge or reduction to your Available Balance generally occurs immediately and you understand (with the exception of preauthorized Card Transactions) that you have no right to stop payment on most Card Transactions. See the Preauthorized Transaction section to learn how to stop payments on preauthorized Transactions. You understand that Authorizations will reduce your Available Balance by the amount of the Authorization even if the Authorization does not result in a Transaction. Note

that an Authorization will reduce your Available Balance until the Transaction is completed in whole or in part, or after the expiration of a time period we select for our standard procedures.

If there is more than one person who is authorized to sign on the Account, you authorize us to pay for Card Transactions on the authority of any one or more of the signatures of the individuals identified on the Account record.

You promise not to let any unauthorized person make a Transaction. If you permit an unauthorized person to make a Transaction you will be responsible for the full amount of all Transactions that result, even if the amount of actual use exceeds the amount you authorized.

We may make payments from your Account via electronic fund transfer to any person you have authorized to receive such payments; we are not responsible for determining who you have authorized to make electronic withdrawals from your Account.

2.3 Statements. Your Account statements will include the following information for Card Transactions: the amount, location, Transaction date, posting date, and merchant name (when available). Transactions from your Account may appear on the day after the Business Day the transaction took place.

2.4 Foreign Transactions. Foreign Transactions are Transactions completed outside the United States through your Account. Foreign Transactions may be made only by certain members of certain health plans; please review your account opening documentation for further information. All debits to your Account will be posted in U.S. dollars.

2.4.1 Foreign Currency. Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa, using its then current currency conversion procedure and rate. Currently, the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the Transaction processing date. The currency conversion rate used on the processing date may differ from the rate in effect on the Transaction date or periodic statement posting date.

2.4.2 Foreign Transaction Fee. For each Foreign Transaction, there is a foreign Transaction fee (generally, one percent of the Transaction), which will be reflected as a separate transaction and charged to your Account. This charge may apply whether or not there is a currency conversion.

2.5 Adverse Claims. If we receive a claim to all or a portion of your Account (including but not limited to a claim related to a dispute over who is an authorized signer or owner), we may place a hold on funds that are the subject of the claim. The hold may be placed for the time that we feel is reasonably necessary to allow a court to decide who should have the funds. We will not be responsible for any items that are not paid because of the hold. You agree to reimburse us for expenses, including attorneys' fees and expenses, arising out of such compelling claims.

3. CARD TRANSACTIONS.

3.1 Conventions.

3.1.1 ATM Withdrawals. This service is available only to certain members of certain health plans; please refer to your account opening documentation for further information. If ATM functionality is permitted, you can use your Card to withdraw cash from your Account only at ATMs displaying the Visa® or PLUS® logos.

3.1.2 Cash Advances. This service is available only to certain members of certain health plans; please refer to your account opening documentation for further information. If Cash Advance functionality is permitted, you can use your Card to receive Cash Advances from your Account through financial institutions that honor Cards bearing the Visa logo.

3.1.3 Purchases/Authorizations: You can use your Card to purchase goods and services (Purchases) from merchants who accept Visa. Authorizations may also be established using your Card. Some Cards may be restricted for use with only certain merchant types (e.g., health care related merchants) -- please call us for more information.

3.1.4 Pay Bills: If the merchant is agreeable, you can pay bills directly from your Account in the amounts and on the days you request.

3.1.5 Your Responsibility. You are solely responsible for ensuring that the expenses you incur using your Card are qualified medical expenses. If your Card is used to pay for expenses other than qualified medical expenses, you may be subject to taxes and penalties.

3.2 ATM Fees. If you use an ATM not owned by PHC Bank, N.A., you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a Transaction.

3.3 Cancellation of Card. The Card may be cancelled by us at any time without prior notice. Without limiting the foregoing, your Card will be cancelled effective with the closing of your Account.

3.4 Restrictions. In addition to other restrictions described in this Addendum, you may not use your Card to purchase securities, for internet gambling, or for illegal activities.

3.5 Insufficient Funds. If there are not sufficient funds available in your Account to pay a Transaction, we may pay or refuse to pay any or all of the Transaction in our discretion. We may also charge your Account a service charge, regardless of whether or not we pay the Transaction. If your Account is overdrawn for any reason, you agree to deposit sufficient funds to cover the overdraft and our service charge immediately.

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

3.6 Limits on Dollar Amount of Card Transactions. The ATM you use may have limits on the amount of cash that can be received at that machine. These limits may include transactional and daily limits. We have a five hundred dollars (\$500.00) maximum withdrawal amount for ATM Withdrawals per Banking Day. Sometimes for security purposes or when the Card Transaction volume in your Account exceeds normal conditions, further ATM Withdrawals may be temporarily restricted. There may be other limitations stated in this Agreement or in other agreement(s) between you and custodian.

Unless a higher limit is authorized for all other Transactions, there is a three

thousand dollars (\$3,000) Card Transaction limit per day. ATM Withdrawals, Cash Advances, Purchases and Authorizations all count against this Card Transaction limit. In addition, if your health plan allows Cash Advances, there is a single Cash Advance Transaction limit and a daily Cash Advance Transaction limit of three thousand dollars (\$3,000) per Banking Day.

3.7 Limits on Frequency of Card Transactions. In addition to the dollar amount limits, we reserve the right to impose a limit on the number of Card Transactions you can make on any Banking Day. For the purposes of maintaining security, we will not disclose that limit, except that you will be allowed to make at least five Card Transactions on any Banking Day under normal conditions.

3.8 Retention of the Card. Your Card may be retained by any ATM, merchant or participating financial institution if:

- the correct PIN was not entered after the maximum number of attempts (certain ATMs may limit you to three (3) or fewer attempts);
- you exceed the limits on dollar amounts and/or frequency of Transactions;
- your Card was reported lost or stolen;
- your Account has been closed;
- your Card expired or was replaced;
- the machine is not operating properly; or
- there are other legitimate business reasons.

4. PREAUTHORIZED TRANSACTIONS.

4.1 Preauthorized Payments.

Stop Payment – Recurring Payments. If you have told us in advance to make recurring payments out of your Account, you can stop any of these payments. Here's how:

4.1.1 *General.* Call us at 877-472-4200, email us at info@mybenefitwallet.com, or write us at BenefitWallet Service Center, PO Box 1584, Secaucus, NJ 07094-1584, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

4.1.2 *Notice of varying amounts.* If these recurring payments could vary in amount, the person you are going to pay should tell you, at least ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

4.1.3 *Liability for failure to stop payment of recurring preauthorized transfer.* If you order us to stop a recurring payment three (3) business days or more before the transfer is scheduled, and we do not do so because we fail to follow reasonable banking procedures, we will be liable for your direct losses or damages.

4.2 Stop Payment – Single Payment With respect to an individual Card payment:

4.2.1 *General.* If you desire to stop a single Card payment call us at the number above or write to us at the address above. We will stop the payment if we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction. If you call, we may also require you to put your request in writing and get it to us within

fourteen (14) days after you call.

4.2.2 *Liability for failure to stop payment of single preauthorized transfer.* If you order us to stop a single Card payment and we have a reasonable opportunity to act upon the stop payment request prior to acting on the Transaction, but we do not stop the payment because we fail to follow reasonable banking procedures, we will be liable for your direct losses or damages.

5. Card Transaction Receipts. You can get a receipt at the time you make Card Transactions, except for Card Transactions you make by telephone, mail or via the internet. Receipts may not be provided for Purchases of fifteen dollars (\$15) or less, or for Card Transactions performed outside the United States. Card Transactions will also be reflected on your Account statement. See also, Loss, Theft or Unauthorized Card Transactions below.

Merchants generally maintain receipts of Card Transactions for twelve months (12), which merchants are not required to provide unless requested in connection with fraud investigation or legal purposes. If you call us, we will attempt to obtain copies of drafts. If you request a copy of a sales draft, your Account may be charged three dollars (\$3.00), plus the amount of any third party fees to obtain the sales draft.

6. Loss, Theft or Unauthorized Transactions If you believe your Card or PIN has been lost or stolen, call: 877-472-4200 or write: BenefitWallet Service Center, PO Box 1584, Secaucus, NJ 07094-1584.

For Your Protection – Notify Us Promptly.

You must tell us AT ONCE if you believe your Card has been lost or stolen or an unauthorized person may know your PIN. Telephoning is the best way to limit your losses. You could lose all the funds in your Account if you do not notify us promptly.

TO PROTECT YOUR ACCOUNT AND LIMIT YOUR LIABILITY, WE RECOMMEND THAT YOU:

- DO NOT PROVIDE ANYONE WITH YOUR PIN;
- DO NOT WRITE YOUR PIN ON THE CARD;
- DO NOT CARRY YOUR PIN IN YOUR WALLET WITH THE CARD; AND
- DO NOT TELL ANYONE YOUR PIN, NOT EVEN SOMEONE FROM CUSTODIAN.

Tell us AT ONCE if you believe your statement shows transfers that you did not make, including those made by card or other means. You could lose all the money in your Account if you do not notify us promptly.

If you do not tell us within thirty (30) days after a statement reflecting transfers you did not make was FIRST mailed or made available to you, you may not get any money you lost if we can prove that we could have stopped someone from taking the money if you had told us within the initial thirty (30) day period.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

7. ERRORS AND QUESTIONS

7.1 **In case of errors or questions about your Transactions.** If you think your statement or receipt is wrong or if you need more information

about a transfer listed on the statement or receipt telephone us at 877-472-4200, email us at info@mybenefitwallet.com, or write to us at BenefitWallet Service Center, PO Box 1584, Secaucus, NJ 07094-1584 as soon as possible. We must hear from you no later than thirty (30) days after we sent the FIRST statement on which the questionable transaction or error appeared.

7.2 **Information to Provide.** If you tell us orally, we may require you to send us your complaint or question in writing within five (5) Business Days. We will need the following information:

Your name, your Account number, your address, and the date of the Transaction;

- A description of the error or Transaction in question, explaining as clearly as possible why you believe it is an error or why you need more information;
- The dollar amount of the Transaction and, if different, the amount of the suspected error.

7.3 **Timing of Error Resolution Process.** Except as otherwise stated in this Addendum, we will determine whether an error occurred after we hear from you and will correct any error promptly. We may take up to ninety (90) calendar days to investigate your complaint or question. In this event, we will generally issue a provisional re-credit your account within ten (10) Business Days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within five (5) Business Days, we may not re-credit your Account or we may reverse any credit previously made to your Account.

7.4 **Informing You of the Results.** Once we complete our investigation, we will tell you the results. If we decide that there was no error, we will reverse the applicable credit and send you a written explanation. You may ask us for copies of the documents that we used in our investigation.

7.5 **Our Liability for Failure to Complete Transactions.** If we fail to use reasonable banking procedures and do not complete a Transaction to or from your Account on time or in the correct amount as described in this Addendum, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance if:

- through no fault of ours, you do not have a sufficient Available Balance;
- any ATM, other device, Card or computer system was not working properly and you knew about the breakdown when you started the Transaction;
- the ATM or other device you are using for the Transaction does not have enough cash;
- the ATM or other device you are using for the Transaction was unable to process the Transaction;
- your Account is frozen (for example, because of a court order or other similar reason) and we are not permitted to make the Transaction;
- despite reasonable precautions, circumstances beyond our control (such as fire or flood) prevent the Transaction;
- you failed to enter your correct PIN after the maximum number of attempts permitted;
- you failed to use the ATM, other device, Card or computer system in accordance with Instructions;

- we have limited or refused to complete transactions for security reasons; or
- we have reason to believe that the requested Transaction is unauthorized.

There may be additional exceptions stated elsewhere in this Addendum, the Agreement or otherwise notified to you by us or in your other agreements with custodian. We will not be responsible for any person's actions in refusing to honor or accept your Card or in taking possession of your Card. In any case, we will be liable only for actual proven damages if the failure to make the Transaction resulted from a bona fide error by us despite our procedures to avoid such errors.

7.6 **Terminating Your Card Services.** Custodian or you may terminate this Addendum, including the use of Cards or related services at any time, without closing your Account. Without limiting the foregoing, your Cards or related services will be terminated effective with the closing of your Account. You shall remain responsible for authorized charges that arise before or after such cancellation or termination. In the event of cancellation or termination for whatever reason, you shall promptly destroy all Cards. Failure to do so may result in a delay in our complying with your instructions regarding the disposition of assets in your Account.

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

7.8 **Our Duty of Care.** Our duty of care to you is satisfied if reasonable banking procedures are followed. A clerical error or mistake in judgment is not a failure to meet our duty of care.

7.9 **Consequential Damages.** You agree that none of custodian, PNC Bank, N.A., or any of their affiliates shall be responsible or otherwise liable for any consequential, incidental, special or punitive damages, whether or not any of them were advised (or were otherwise aware) of the possibility of such damages.

KEEP THIS COPY FOR YOUR RECORDS.