

DEBIT CARD SETTLEMENT ACCOUNT AGREEMENT

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

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

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

ARTICLE I. ESTABLISHMENT OF THE ACCOUNT

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

The required balance in your Account (the “Minimum Balance”) is calculated based on the number of issued cards and the annual election or contribution for the Plans. This Minimum Balance requirement is an actuarially determined balance, based on the claims experience of hundreds of employers. The required Minimum Balance will be at least \$1,000 and will be rounded up to the nearest \$1,000 once calculated. We suggest that your initial deposit be made by corporate check

ARTICLE II. REPLENISHMENT OF THE ACCOUNT

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

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

ARTICLE III. ISSUING THE CARDS

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

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

ARTICLE IV. USING THE CARDS

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

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

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

ARTICLE V. RESPONSIBILITIES OF THE COMPANY

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

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

You will be considered in Default if you:

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

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

ARTICLE VI. GENERAL PROVISIONS

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

Certain fees may apply based on your utilization of the Program, including a fee for returned check due to insufficient funds (\$35), returned EFT item (\$25), replenishment processing via a check (\$25), and replenishment processing from a wire (\$30). All fees will be assessed against your Settlement Account and are subject to change upon proper notice.

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

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

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

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

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

Each Party represents and warrants to the other that: (i) it is duly organized, validly existing, and in good standing under the laws of

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

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

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

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

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

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

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

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

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

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