

**EMPLOYEE ENROLLMENT AGREEMENT  
AND FUNDS TRANSFER DISCLOSURE  
STATEMENT**

In this Agreement, the word "I", "me" and "my" means each employee and all of their eligible dependents. "You" and "your" means Med-i-Bank, Inc., the provider of the services under the Med-i-Bank Program which enables me to use a debit card ("Card") to access my Medical Savings Account ("MSA"), Medical Reimbursement Account ("MRA") and/or Dependent Care Account ("DCA") (collectively the "Account") which has been established by my Employer. "Card Transaction" means each transaction at a merchant that accepts the Card.

**How the Program and the Card work; Qualified Expenditure** In connection with setting up my Account and participating in the Program, I request that Key Bank issue to me one or more Cards. I agree that each Card is the property of Key Bank and will be surrendered to them upon their request. I understand that me and my eligible dependents can use the Card solely for the payment of certain medical expenses defined under IRS Code Sections 105(b), 125, 129 and 213 relating to MRAs (sometimes referred as Flexible Spending Accounts) and DCAs, and those goods and services permitted by applicable federal and state law relating to MSAs (each a "Qualified Expenditure"). Any Card Transaction that is not for a Qualified Expenditure is called a "Non-Qualified Transaction". You are authorized by me to deduct the amount of each Card Transaction from the Account in the same way check transactions are handled. The Account from which a Card Transaction will be deducted will be my Account. I further agree that Card Transactions shall be subject to the terms of this Agreement and the rules and regulations of my Account with you and any applicable federal or state rules or regulations. You are not obligated to me if any merchant refuses to honor my Card or retains my Card if authorization for its use is not given. I understand that if I use my Card to make a purchase which is returned for a refund, such refund must be made on a credit voucher which shall be credited to my Account in the normal course of business. I agree that all Card Transactions may be presented to you through the use of either sales or credit drafts or electronic transmission of the transaction information. I agree to review periodic transaction statements and sign documents attesting to the validity of the Qualified Expenditures made by me.

**Non-Qualified Expenditures**

I understand that if I use the Card for purchases other than Qualified Expenditures as determined by the Plan Administrator or Third Party Administrator ("TPA"), the IRS or any other competent jurisdiction, I may be subject to any taxes, penalties, fines or surcharges according to any applicable federal or state tax laws.

**My Responsibilities** I accept responsibility for the following: (i) that all Card Transactions will be used solely for Qualified Expenditures; (ii) that I and my TPA or Plan Administrator will determine what Card Transactions qualify as a Qualified Expenditure and that you have no responsibility to make any such determination; (iii) that all information relating to my Account and any deductions taken on my federal or state tax returns and filing are my sole and exclusive responsibility; (iv) that to the extent that I may misrepresent any Card Transactions as a Qualified Expenditure

when it is a Non-Qualified Expenditure, whether by mistake or otherwise, I indemnify you and my plan administrator and hold you harmless for whatever penalties and consequences that may occur as a result of my actions; (v) that should I continually attempt to use the Card for Non-Qualified Expenditures, regardless of the fact that such transactions may be denied, my Employer may assess a surcharge penalty to be deducted from my Account to be paid to you and my Account may be closed and I will be required to return my Card to Key Bank; (vi) that I represent the Qualified Expenditures for any card transactions have not been reimbursed and are not reimbursable from any source other than the Account; (vii) that I represent that each time I present the Card for payment, I will sign a receipt indicating the amount of the medical expense evidencing that the expense has been incurred and reaffirming my representation that this is a Qualified Expenditure of mine or an eligible dependent and has not been reimbursed and is not reimbursable under any other health plan.

**Inappropriate Use of the Card** I acknowledge and agree that inappropriate Card use, fraud conducted on the use of the Card or termination of employment shall require me to immediately return the Card to Key Bank and my Account will be closed. I shall surrender all Cards to Key Bank, in such circumstances immediately upon request. Should I fail to surrender all Cards, I will be responsible to the extent permitted by law, for any Card Transactions made with the Card after being requested to surrender the Card.

**Cancellation of My Account and Return of the Card** Should I be required to return my Card for misuse or any other reason before the end of the plan year, I shall reimburse my Employer for any amounts advanced by the Employer to my Account. I understand and agree that if my Employer advances reimbursement payments to me through my Account, my Employer reserves the right to deduct from the Account any amounts owed to it for advances made by my Employer that I am not entitled to upon my termination of employment, to the extent permitted by law. My Employer may also pursue any and all legal means available to it to recover some or all of the amounts advanced that I am not entitled to.

**Consequences in the event of Non-Qualified Expenditures using the Card** To the extent that any Card Transactions are not for Qualified Expenditures and I fail to reimburse the Account for such amounts, I authorize my Employer to collect from me personally or withhold such funds from my payroll including any taxes, fines, surcharges or penalties that may be assessed for the use of the Card for Non-Qualified Transactions.

**Special Rules for MSAs** In the case of MSAs, where I request reimbursement for Eligible Medical Care Expenses (as defined in the Plan Document) and the amount of reimbursement exceeds the amount placed into my Account by my Employer, year-to-date, my Employer will advance the amounts needed, up to the Plan Year maximum. I understand that my Employer may deduct amounts from future paychecks and/or pursue any and all legal means available to it to obtain repayment of the amounts it has advanced to me in accordance with the foregoing.

**Limitations on Card Transactions** For security reasons, you may put a limit on the number of Card Transactions I can make. These limitations are imposed and not revealed for security purposes.

**Business Days** For purposes of these disclosures, your business days are Monday through Fridays. Holidays are not included.

**Record of Transactions; Statements I can get** a receipt at the time I engage in a Card Transaction and I agree to retain such receipt to verify the purchases that I make. I will receive Account statements from my Plan Administrator or TPA. The receipt or statement that I receive is admissible evidence in Michigan.

**Liability for Unauthorized Transfers** I WILL CONTACT MY TPA OR PLAN ADMINISTRATOR AT ONCE if I believe my Card or Account Number has been lost or stolen. Telephoning the phone number below is the best way of keeping my losses down. I could lose all the money in my Account. If I tell you within two business days after I learn of the loss or theft, I will lose no money if someone used my Card without my permission. If I tell you after two business days after I learn of the loss or theft, I can lose no more than \$50 if someone used my Card without my permission. If I am grossly negligent or fraudulent in the use of my card, the \$50 liability limit stated above may be exceeded to the extent allowed under applicable law. If my statement shows transfers that I did not make (even if my card is not lost or stolen), I must tell you at once. If I do not tell you within 60 days after the statement was mailed to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time. If a good reason (such as a long trip or a hospital stay) kept me from telling you, you will extend the time periods. **Contact in Event of Unauthorized Transfer** If I believe my Card has been lost or stolen or that someone has transferred or may transfer money from my Account without my permission, I must call: 1-800-887-0555.

**In Case of Errors or Questions About My Electronic Transfer** I will telephone or write my TPA or Plan Administrator at the number or address provided to me as soon as I can, if I think my statement or receipt is wrong or if I need more information about a transfer listed on the statement or receipt. You must hear from me no later than 60 days after you sent me the FIRST statement on which the problem or error appeared. I must do the following: a. Tell you my name and Account number; b. Describe the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information; and c. Tell you the dollar amount of the suspected error. If I tell you orally, you may require that I send you my complaint or question in writing within 5 business days. You will tell me the results of your investigation within 20 business days for Card Transactions after you hear from me and will correct any error promptly. If you need more time, however, you may take between 45 and 180 days to investigate my complaint or question. If you decide to do this, you will provisionally credit my Account within 5 business days for the amount I think is in error, so that I will have the use of the money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within 5 business days, (or 10 business days if the circumstances or account history warrants the delay) you may not credit my Account until you receive it d. If you decide that there was no error,

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you will send me a written explanation within three business days after you finish your investigation. I may ask for copies of the documents that you used in your investigation. Under Michigan law, error means: a. an unauthorized Card Transaction; b. an incorrect electronic transfer to or from the Account; c. the omission of an electronic transfer affecting the Account.

**Confidentiality** You will disclose information to third parties about my Account or the transfers I make only: a. where it is necessary for completing transfers; b. if I give you my written permission; c. to comply with government agency or court orders; or d. to verify the existence and condition of my Account for a third party, such as a merchant.

**Fees** Depending on the option chosen by my Employer, I may be charged a convenience fee of up to \$2.00 for each Card Transaction. Non-Qualified Expenditures are subject to additional charges determined by you from time to time.

**Authorizations** I agree that you only will honor Card Transactions or transfers if there are sufficient funds available in my Account. If you or my Employer, at either of your discretion, decide to pay the amount of the Card Transaction or transfer that exceeds funds in or available to my Account, I agree to repay you or my Employer in full immediately upon notice. I also agree that any Card Transaction may be subject to prior authorization by you or, if involving the Card, by a Card sponsoring authorization center.

**Your Liability for Failure to Complete an Electronic Fund Transfer Transaction** If you do not complete a transfer to or from my Account on time or in the correct amount according to our agreement with you, you will be liable for my losses or damages. However, there are some exceptions. You will not be liable, for instance: a. If, through no fault of yours, I do not have enough money in my Account to make the transfer or the money is unavailable; b. The funds in my Account are subject to legal process; c. My Card has been reported lost or stolen and I am using the reported Card; d. You have reason to believe that the Card Transaction requested is unauthorized; e. If the merchant terminal or system was not working properly and I knew about the breakdown when I started the transfer; f. If circumstances beyond your control (such as, fire or flood) prevent the transfer despite reasonable precautions that you have taken; g. My attempt to complete a Card Transaction at a merchant terminal which is not for a Qualified Expenditure; or h. The transaction would exceed security limitations on the use of my Card; i. If you have a reasonable basis for acting to protect the security of my account; j. If unusual or extraordinary circumstances indicate improper/unlawful use of my account; k. If information necessary for you to complete the Card Transaction is inaccurate or incomplete; l. If applicable law prevents completion of the Card Transaction.

**Changing or Canceling this Agreement** You reserve the right at any time, and from time to time, upon notification to change or add to any of the terms of this Agreement. You also reserve the right to cancel this Agreement and my right to use the Card any time without prior notice, but any obligation to pay any items charged against my Account, plus any applicable charges, will continue until paid in full. I shall receive a written notice at least twenty-one (21) days before the effective date of any change that increases any of the fees to be paid by me, increases my liability, or for certain other changes as required by law.

**Dispute with a Merchant Michigan Residents.** If a dispute with a merchant arises, I agree to make a good faith effort to settle the dispute with the merchant. Once a Card Transaction has been completed, I can request that it be reversed only in very limited circumstances. You will agree to reverse it only if it involves \$50.00 or more and I notify you of the problem, and assure you that I have returned any returnable goods at issue, within four days of the Card Transaction. Oral notification must be confirmed in writing within 14 days.

**Receipt of Disclosures** I hereby acknowledge receipt of this Employee Enrollment Agreement and Funds Transfer Disclosure Statement informing me of my rights under the Federal and Michigan Electronic Funds Transfer Act.

**Governing Law** This agreement shall be governed by federal law and the laws of the State of Michigan. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, the provisions of the Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

**Michigan Residents:** If I believe you have violated any provision of applicable Michigan law, I may notify: the Michigan Financial Institutions Bureau, 333 S. Capital Ave., Suite A, PO Box 30224, Lansing, Michigan or the Federal Reserve Bank of Chicago, 230 South LaSalle Street, Chicago, IL 60609.