

MEDICARE MEDICAL SAVINGS ACCOUNT CUSTODIAL AGREEMENT

Fenyx Health Insurance Company (the “Custodian”) is providing this Medicare Advantage Medical Savings Account (“Account” or “MSA”) Custodial and Deposit Agreement (“Agreement”) to you (the “Member”) in cooperation with Piedmont Payment Services LLC (“Piedmont”) who will create and service the Account as instructed by the Custodian on your behalf. The funds for your Account will be held at Truist Bank (“Bank”), a member of the Federal Deposit Insurance Corporation (“FDIC”).

As used in this Agreement, the words “we”, “our”, and “us” refer to Custodian and our successors and assigns. The words “you”, “your” and “yours” refer to you, the Fenyx Health insurance plan Member and the MSA Account holder, as well as any beneficiary upon your death or any third party authorized or appointed to access your MSA (“Agent”). The terms of this Agreement shall be binding upon the Custodian and Member and their respective successors and assigns.

Nothing in this Agreement is intended as legal, tax, financial, investment, medical, estate planning or other professional advice. You should consult with a qualified attorney, tax or other professional to confirm eligibility requirements and applicable restrictions before establishing or using any MSA. Information pertaining to MSAs may be found at www.irs.gov or in Internal Revenue Service (“IRS”) Publications 502 and 969 and the IRS Instructions for Form 8853.

The Member and Custodian agree as follows:

Section 1. Authorization and Empowerment

You hereby authorize and direct Custodian to open and administer the Account. This includes but is not limited to:

- Accepting instructions provided by you, your Agent(s), or Fenyx Health Insurance Company and those acting on its behalf (collectively, “Health Plan”);
- Accepting deposits and transfers, in conformity with this Agreement and applicable law, into and holding funds in the Account;
- Making payments, disbursements or distributions from the Account as directed by you, your Agent(s) or Health Plan, in conformity with this Agreement and applicable law;
- Making corrections for any errors that may occur related to deposits, transfers, payments, disbursements, or distributions to or from the Account;
- Performing any and all other acts, which in our judgment may be necessary or appropriate for proper administration of the Account and custodial assets, without notice to you, including but not limited to (a) providing information about your MSA, including your account number or any other non-public personal information, to other entities, (b) correcting errors in accordance with the Internal Revenue Code or The Centers for Medicare and Medicaid Services (“CMS” or “Medicare”), the regulations issued thereunder and as amended from time to time and any other federal or state

law or regulation applicable to the MSA (collectively, the “Code”), or (c) employing such attorneys, agents and vendors;

- Repaying any Member liability owed to CMS or the Health Plan;
- Requiring releases or other related documentation from the taxing authority, you, each beneficiary or other payee and requiring indemnification from each payee as may be reasonably required by Custodian;
- Requesting such documentation and certification deemed appropriate within Custodian’s discretion to verify and establish the identity of the beneficiary upon your death;
- Closing the Account as authorized by this Agreement;
- Substituting another trustee or custodian as may reasonably be required by Custodian or if a federal regulating body, including but not limited to IRS and CMS, notifies Custodian that a substitute custodian is required for the Account;
- Substituting another FDIC member bank in place of Truist Bank;
- Deposit and redeposit, in full or in part, to another depository institution as may be permitted by applicable banking law, and
- Seeking, at the expense of the Account, direction or approval from a court of competent jurisdiction whenever the Custodian shall, in its sole discretion, deem it appropriate.

You hereby authorize and direct Health Plan as an Agent for the purpose of administering the Account on your behalf. Health Plan will remain an Agent unless and until you are no longer an enrolled Health Plan member, you receive notice from Health Plan that your application for an Account has been declined or your Account has been closed/terminated by Custodian.

You acknowledge that your Account is setup as a custodial account as contemplated by the Code and it’s your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. You acknowledge and agree that we are acting as Agent and Custodian, and not acting in a discretionary or fiduciary capacity; nothing in this Agreement or the MSA Documentation shall be construed to confer fiduciary status upon us for any purpose. We are not required to perform any services or undertake any fiduciary responsibility unless specifically agreed to in a separate agreement entered into by and between you and us.

Section 2. Establishment

If we are instructed to open an MSA, either from you or on your behalf as part of your Medicare Advantage Health Plan or as part of a transfer, any use of the MSA, including without limitation activating any associated debit card(s), registering on our website and/or app to obtain online access to your MSA, receiving deposits from the Health Plan, maintaining your Account after receiving this Agreement or after a transfer, or otherwise using the MSA, is confirmation of your desire to have an MSA. You consent to be bound by the terms and conditions of this Agreement and all other notices, disclosures and documentation referenced herein or relating to the MSA as may be provided to you and amended by us from time to time and a) made available publicly at

www.fenyxhealth.com/documents or b) made available to you privately via mail or other means (Agreement and above documentation collectively the “MSA Documentation”).

The MSA is established, upon voluntary request by you, pursuant to federal tax law, is an individual custodial account arrangement between you and us, and is not part of an ERISA benefit plan.

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify and record information that identifies each person who opens an account. As a result, when you open an MSA, the Health Plan asks for your name, address, date of birth, Taxpayer Identification Number (TIN) or Social Security Number (SSN) and other information that will allow Custodian and/or Health Plan to identify you. Custodian and/or Health Plan may also ask to see your driver’s license or other identifying documents. You must have a physical address in the United States and we reserve the right to decline your MSA enrollment request if Custodian and/or Health Plan are not able to fully verify your personal information.

Minimum Balance. There is no minimum contribution or deposit amount required to open an MSA.

Self- and Agent-Administered. The MSA is self-administered by you. Notwithstanding the foregoing, Custodian may debit, withdraw or adjust the contributions made on behalf of CMS in administering the plan or as required by CMS or the Code, and we may debit, withdraw or adjust the funds in the account in administering the Account or as required by CMS or the Code.

Prohibited Actions. Except as provided by the Code, this Agreement or in the MSA Documentation, neither you, your Agent(s) nor the person you have chosen to receive the proceeds of your MSA upon your death (your “Beneficiary”) may transfer, assign or pledge any interest in your MSA in any manner whatsoever, including but not limited to, using the funds in your MSA as security for any loan or other extension of credit, or engaging in or directing us to engage in any prohibited transaction.

You are responsible for reviewing all provided materials and understanding how a Medicare Advantage MSA health plan works and how qualified medical expenses may be paid from the Account.

Section 3. Eligibility

You acknowledge and agree that you are responsible for determining whether you are eligible to have an MSA, as defined in the Code and CMS/Medicare Advantage program regulations, and that CMS is the ultimate arbiter of Medicare and MSA plan eligibility. By enrolling in and using the MSA, you represent and warrant that you are eligible to establish, receive contributions to and make distributions from an MSA, and meet all other necessary eligibility criteria.

Section 4. Deposits/Contributions

Deposits and Contributions. Deposits into the Account, also called contributions, are limited by the Code to the following three situations: (1) the Health Plan makes a deposit to your Account on behalf of CMS; this deposit occurs once per year while enrolled in the plan, (2) for MSA (Medicare Advantage MSA and/or Archer MSA) accounts you are the account owner of and held at other financial institutions, you may initiate a trustee-to-trustee transfer your MSA with us to said other account via an ACH (Automated Clearing House) transaction using our ACH Transfer Request Form and (3) if you have an MSA with us already and become the beneficiary of another MSA account with us, you may combine both MSA accounts with us into one account. No other contribution, except as otherwise permitted by the Code, will be accepted by us. All contributions must be in U.S. dollars.

Contribution Limits. See IRS Instructions for Form 8853 for information on contribution limits for MSA rollover and trustee transfers.

Collection of Deposit Items. In receiving items for deposit or collection, we assume no responsibility beyond the exercise of ordinary care. All items credited to your Account are subject to final settlement credits. We reserve the right to refuse, limit or return any funds received for deposit or correct any errors in deposits, regardless of the entity initiating the error. Except as attributable to our lack of good faith or failure to exercise ordinary care, we are not liable for any losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses incurred regarding contributions to the Account.

For trustee to trustee transfers or deposits made by the Health Plan, you hereby authorize and direct us to accept these contributions and to act without further inquiry in accordance with the instructions given to us by you, the Health Plan or other Agent.

Availability. Funds received become available in accordance with the timeframes set in the MSA Documentation. You may not withdraw funds, and we will not use the funds to pay distributions or withdrawals you have authorized or made from your Account, until the funds become available. See Section 5 for further information on how you access/use the funds.

All contributions received by us during a calendar year will be considered made for that calendar year for reporting purposes. At our discretion, we may allow deposits for a prior or subsequent calendar year consistent with the Code and any administrative procedures we implement.

Placing Annual Deposit into an Existing MSA Account at Another Financial Institution. Upon written notice at least 14 days prior to your anticipated annual deposit date, you may instruct the Health Plan to place the annual deposit on behalf of CMS in an already-established MSA Account that you are the account owner of residing at a different financial institution.

Section 5. Withdrawals

Distributions and Withdrawals. Distribution, or withdrawals, of funds from the MSA may be made via ACH at any time upon the direction or instruction of you or your authorized Agent to Piedmont via the Custodian. Distributions may be in any amount, however, you agree not to initiate any withdrawal in excess of the funds available in your MSA, including the balance less any holds applicable to funds in the MSA as described in the MSA Documentation.

Member Distribution Requests by ACH Only. You can request an ACH transfer by submitting our ACH Transfer Request Form.

Distribution Handling by Custodian. We may make any distributions from the Account required or authorized herein by mailed check, ACH, Fed wire or other electronic transfer to a payee at the address last furnished to us.

We may make distributions from the Account absent instruction from you, if directed to do so pursuant to a court order, garnishment, IRS levy or other levy, or in accordance with the MSA Documentation or Code. In such event, we shall not incur any liability for acting in accordance with such.

We have no obligation to distribute funds and are not liable for dishonoring any distributions that would exceed your available funds.

We reserve the right to process distributions, withdrawals, transfers or related out-going requests received by you on the same day in any order we determine without regard to the withdrawal method. The order in which you make distributions may not be the same order as we post those transactions to your Account.

Overdraws. If your MSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft, including associated collection fees and costs incurred by us in connection therewith. If we pay items by overdrawing your MSA, we are not obligated to continue paying overdrafts.

IRS Reporting. You are solely responsible for substantiating, documenting and reporting that a distribution is for the payment or reimbursement of qualified medical expenses, as defined in IRS Publication 969. We do not, and are not required to, substantiate or document whether a distribution is for a qualified medical expense, correct any mistaken distributions, calculate the income tax or penalties that may apply or withhold any part of the distribution to pay for such tax or penalty.

We report distributions to the IRS annually and issue a 1099-SA by January 31 of the year following the distribution year.

Distributing to an MSA Account at Another Financial Institution. You may distribute all or some of your MSA balance with us to an MSA account residing at another financial institution that you are the account owner of by initiating a trustee-to-trustee transfer via

our ACH Transfer Request Form. See IRS Instructions for Form 8853 for information on contribution limits for MSA rollover and trustee transfers.

Section 6. Account Balances

Benefits Extended to Health Plan Members. As long as you are an enrolled member of the Health Plan, there is no minimum balance requirement for your MSA and the Health Plan waives any maintenance fees on your Account. If you maintain an account balance after your Health Plan membership ends, you may be subject to minimum balance and/or maintenance fees as described in the MSA documentation.

Interest. This is not an interest bearing account.

Insurance. Funds that remain on deposit are fully insured up to the most recent account balance.

Nonforfeiture. Your interest in the balance in this custodial Account is not subject to forfeiture and will roll over to the next year, less any liabilities owed to the Health Plan.

Section 8. Beneficiary Designation, Death of the Account Holder, Unclaimed Property Law and Divorce/Separation Transfers

You should designate a beneficiary in the event you die or are declared legally incompetent before the entire interest in your MSA has been distributed. We can continue to accept and process contributions to your MSA until we have actual notice of death/incompetency and have a reasonable chance to act. Upon notification, we freeze your MSA, disallowing any withdrawals or transfer except those satisfying any liabilities owed to the Health Plan and any reasonable fees, expenses or other charges we believe necessary to close or transfer the Account.

The Beneficiary Designation Form is available to you on the Health Plan's website. You represent and warrant that any Beneficiary Designation Form submitted to us is complete, accurate and satisfies all legal requirements under the Code and applicable law. We may presume that a beneficiary is legally competent until we receive written notice to the contrary.

At any time, you may revoke any Beneficiary Designation Form on file with us by delivering written notice of the revocation to us at Fenyx Health, Attn: MSA Custodian, PO Box 135, Winfield, PA 17889 or by filing a new Beneficiary Designation Form. Any such beneficiary change shall not become effective until received by us in accordance with instructions we provide. We reserve the right to require the written consent of any beneficiary prior to changing an existing beneficiary designation.

There are different tax consequences based on who is the designated beneficiary of the Account; see IRS Publication 969 and the IRS Instructions for Form 8853.

If your legal spouse is your named beneficiary, your MSA is treated as a regular Archer MSA (not a Medicare Advantage MSA) of your surviving spouse as of the date of death. If your named beneficiary is not your legal spouse or you do not have a named beneficiary, the MSA ceases to be an MSA as of the date of death and is liquidated, less any Health Plan-owed liabilities, and any reasonable fees, expenses or other charges we believe necessary to close the Account, and a distribution is made to your non-spouse named beneficiary or your estate and the fair market value is taxable to them in the tax year of your death.

Unclaimed property laws may require us to turn over any MSA funds, less any Health Plan-owed liabilities and any reasonable fees, expenses or other charges we believe necessary to close the Account, that are considered abandoned by an applicable state (generally the state in which you reside or have listed as the address for your MSA). Unless the laws of an applicable state provide otherwise, your MSA may be considered abandoned when it ceases to be an MSA as a result of your death (if you have no surviving spouse beneficiary), a determination that you were never an MSA-eligible individual, or other such circumstances, and if you or those with authority to act on the account (e.g., the estate representative or the account beneficiary) fail to claim the funds and/or fail to conduct activity on the resulting account, such as making a deposit or withdrawal, for a period of time specified in the applicable state's unclaimed property law. Before we turn over any abandoned MSA funds, we may send a notice to the email address or physical address we currently show for your account or to the applicable beneficiary's address. If an applicable state requires us to turn over funds before your MSA has ceased to be an MSA, then we will not be liable for any taxes or penalties associated with a non-qualified distribution to that state.

Pursuant to a divorce or separation agreement, we must receive the request to transfer an MSA within ninety (90) days of the effective date of the divorce or separation instrument. Transferring your interest to someone other than your spouse may subject you or the recipient to income tax and penalties on the transferred amount.

Section 7. Tax and Other Consequences

We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of an MSA, including without limitation determining any adverse tax or other consequences in connection with the MSA and any contributions thereto. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under the Code.

We prepare and submit any report, return, form or information required of us by the IRS. You agree to provide us with information necessary for us to prepare such requirement of us by the IRS.

Section 8. ACH (Automated Clearing House)

We may receive funds to or send funds from your Account by an ACH entry. You acknowledge and agree that the National Automated Clearing House Association (NACHA)

Operating Rules, the rules of any local ACH and the rules governing any other system accepting an ACH entry apply to and govern such transactions. Under NACHA Rules, we are not required to give you next day notice of the receipt of an ACH entry and we will not do so. We will notify you of ACH transactions in your Account Statement.

Section 9. Electronic Signatures

We received your electronic signature in connection with your MSA Application/Enrollment Form and may rely on such electronic signature for purposes of your authorization of withdrawals or third-party transfers, your notices to change your name or address or your other instructions to us. We are not required to obtain your physical signature for such purposes or any other purpose, except as may be required by law.

Section 10. Information and Changes to Information

We are entitled to rely upon the information and instructions we receive with respect to your MSA, including the information contained in the MSA Application, and have no obligation to make further investigation, except as required by law or as provided in the MSA Documentation. You represent and warrant to us that any information or instruction you have given or will give us with respect to your MSA is complete and accurate. If we fail to receive directions regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act.

You agree to provide us with any information or documentation deemed necessary or appropriate by us to prepare any report or return, as required of us by the IRS, the Code or other applicable law.

We will use the most recent contact information you have provided to us to communicate with you. You are responsible for notifying the Health Plan of any change in your address, name, or other contact information (including telephone number and email address) by calling Fenyx Health Member Services at 1-800-350-6626 (9AM – 6PM Monday through Friday Eastern time, excluding federal holidays), email us a secure/encrypted message at members@fenyxhealth.com or mail at Fenyx Health, Attn: Member Services, PO Box 135, Winfield PA 17889.

Section 11. Monitoring and Notification of Errors

You are responsible for monitoring your Account and promptly notifying us of any errors or suspicious activity. In case of errors or questions about your Account, call us at 1-800-350-

6626, email us a secure/encrypted message at members@fenyxhealth.com or write us at Fenyx Health, Attn: MSA Custodian, PO Box 135, Winfield, PA 17889. We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared was sent or made available to you. Please (a) provide your name and account number; (b) describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. Do not send your name or account number in an unencrypted/unsecure email.

Failure to file any objections or exceptions concerning errors or transactions within said sixty (60) day period shall signify your approval of the statement and preclude you from making future objections or exceptions regarding the statement. Such approval by you shall constitute a full release and discharge of us with respect to such statement and all transactions, deposits and disbursements disclosed on said statement.

Section 12. Privacy and Disclosing Your Information

In order that your privacy may be protected, we will only disclose information to third parties about your MSA or the transfers you make: (a) Where it is necessary for completing transfers; (b) In order to verify the condition and existence of your MSA for a third party, such as a merchant; (c) In order to comply with government agency or court orders; (d) To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; (e) As disclosed in any Privacy Notice; or (f) Upon your direction or permission.

Section 13. Periodic Statements

Periodic statements in printed format will be mailed to your mailing address on file at no charge. You agree to examine each statement after it is made available online or sent to you. If you notice any errors or have questions about your statement, please contact us as described in Section 11.

Section 14. Defaults

You will be in default if you fail to meet any of your obligations under the Code or the MSA Documentation or any other agreement with us. In the event of a default, we may exercise any legal rights we may have. If we are required to take any legal action under the Code or the MSA Documentation, you agree to pay our court and collection costs and any attorney's fees and disbursements. If you are in default, or upon the closure of the MSA Account, whether such closure was made by you or by us, we shall not be obligated to continue to provide services under the MSA Documentation, unless specifically stated herein.

Section 15. Amendment, Assignment, Resignation and Termination

The rights, duties and obligations of both you and us with regard to your MSA are governed by the Code and the MSA Documentation and we may amend any such Documentation at any time without your consent. Any amendment will become effective on the date stated in the amendment; provided, that the MSA Documentation will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of such change. If any provision of the MSA Documentation is found to be in conflict with the Code, or such other laws will supersede that provision. You will be deemed to have consented to such amendment unless, within thirty (30) days from the date we provide notice, you notify us that you do not consent to the amendment. In that event, the Account will be closed and the balance, less any liabilities owed to the Health Plan and any reasonable fees, expenses or other charges we believe necessary to close the Account, will be transferred to another custodian designated by you or, if none is designated, distributed to you. This Agreement may not be amended by you without our prior written consent.

We reserve the right to assign your MSA without your prior consent, provided that such assignee is qualified under the Code to be an MSA custodian or trustee. Upon any assignment of this Agreement, the assignee shall automatically become Custodian of the MSA if it is qualified under the Code to serve as an MSA custodian or trustee. You acknowledge and agree that such assignment may result in loss of FDIC insurance coverage for any MSA balances for which such assignee becomes a custodian or trustee. We shall not be liable for any actions or failures to act neither on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets.

In the event that we change our name(s), reorganize, merge with another organization, or if we (or any portion that includes your MSA) are bought by another organization, that organization shall automatically become the Custodian or trustee of your MSA, but only if such organization qualifies under the Code to be an MSA custodian or trustee. If the new organization is not qualified to be an MSA custodian or trustee as required by the Code, the MSA will be terminated effective as of the date the new organization takes control and you direct us to distribute to you all funds in your MSA, less any liabilities owed to the Health Plan and any reasonable fees, expenses or other charges we believe necessary to close the Account; we are not liable for any tax consequences you may incur that result from the transfer or distribution of your assets.

We can resign as Custodian of your MSA at any time upon notice to you. Upon receipt of notice, you must make arrangements to transfer your MSA to another trustee or custodian qualified under the Code. If you do not complete a transfer of your MSA within thirty (30) calendar days from the date we mail the notice to you, we have the right to transfer or otherwise assign your MSA to a successor MSA custodian or trustee that we choose in our sole discretion, or we may pay your MSA to you in a single sum, less any liabilities owed to the Health Plan and any reasonable fees, expenses or other charges we believe necessary to close the Account.

At our sole discretion, we may, upon notice, add, subtract, modify or terminate all or any portion of your MSA at any time without your consent. No addition, subtraction, modification or termination will affect our right to debit the MSA for any distributions, outstanding charges, adjustments, chargebacks or other amounts incurred by you, or by an authorized signer that we believe are necessary and appropriate under the Code or the MSA Documentation.

Termination by You. You may close your MSA Account and transfer the funds from your account at any time by notifying us in writing at Fenyx Health, Attn: MSA Custodian, PO Box 135, Winfield, PA 17889. Upon your notification, you authorize and direct us to satisfy any liabilities owed to the Health Plan and withhold/apply any reasonable fees, expenses or other charges we believe necessary to close the Account, and once the proceeds of such actions have settled to your MSA, the MSA will terminate or transfer. If you receive a distribution of your MSA funds, you are responsible for depositing such funds into another qualified MSA within sixty (60) days from your receipt of such funds if you wish to continue to maintain an MSA. You acknowledge you cannot remain a member of the Health Plan if you are not the account holder of at least one MSA custodial account at an appropriate financial institution.

Section 16. Notices

Any required notice regarding your MSA will be made available to you via mail or email, based on the information we have on file. All required notices shall be effective on the date we make such notice available online or on the date we send it to you. Any notice required to be given by you to us under the Code or the MSA Documentation will be effective upon receipt of the notice at Fenyx Health, Attn: MSA Custodian, PO Box 135, Winfield, PA 17889.

Section 17. Limitation of Liability and Indemnification

We are not responsible for any act or failure to act by us that is reasonable under the circumstances or that is consistent with the rules and regulations of the FDIC and other federal regulatory agencies, or any applicable laws, rules or regulations of the state of Delaware, or with general commercial practices of banks. You agree to indemnify us and hold us harmless against any claims, damages, expenses and losses, including attorney's fees, incurred by us resulting from (a) any action we take in honoring your instructions, including but not limited to all verbal or email instructions received with respect to your MSA, (b) our good faith performance of this Agreement, (c) in connection with our honoring of any subpoena or court order relating to your MSA or (d) other costs, expenses or liabilities arising under the Code or the MSA Documentation except costs, expenses or liabilities that arise from our breach of any duty therein.

Section 18. Governing Law, Invalidity, Waiver and Binding

The terms of this Agreement and all MSA Documentation shall be governed by and construed in accordance with the laws of Delaware and applicable federal law without giving effect to principles of law regarding conflict of laws. If any part of the MSA Documentation is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of the Agreement or MSA Documentation shall be construed as a waiver of such provisions. We can choose not to exercise or to delay enforcement of any of our rights under the MSA Documentation without compromising them. Each party's rights and obligations under the MSA Documentation will be binding upon its heirs, executors, legal representatives, successors and permitted assigns, unless specifically stated elsewhere in the documentation.

Section 19. Dispute Resolution and Arbitration

You are encouraged to resolve any disputes through calling us, mailing us or sending a secure/encrypted email. We do not encourage any disputes to be initiated by unsecured/unencrypted email because of the possibility of your non-public personal information being intercepted.

As permitted by applicable law, any claim or controversy that is not resolved informally by the parties shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable arbitration rules of the American Arbitration Association (AAA), except to the extent modified by the MSA Documentation. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration shall only be brought by you, individually, and not as a group. Any arbitration proceeding under the MSA Documentation shall be conducted in Wilmington, Delaware, and you waive any objection on the grounds of venue, forum non-conveniens or any similar ground. The arbitrator may construe or interpret, but shall not vary or ignore the terms of the MSA Documentation, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. The decision(s) of the arbitrator will be final, binding and not subject to appeal to any court. Judgment upon an arbitration award may be entered in any court of competent jurisdiction.

Rules and forms of the AAA may be obtained and all claims shall be filed at any AAA office or AAA headquarters, obtained at adr.org or by calling 212-716-5800.

The parties acknowledge that because the MSA Documentation affects interstate commerce, the Federal Arbitration Act applies.

No dispute resolution proceeding between you and us shall be permitted to be conducted in a class, representative, or private attorney general action, nor may any such proceeding be consolidated with any other dispute. We and you agree that any claims related to the validity of this class waiver shall only be resolved by a court of competent jurisdiction located in Wilmington, Delaware.

Notwithstanding the foregoing, (a) you may choose to file a case in small claims court for any dispute that could have been resolved in such a venue in your jurisdiction and (b) we shall have the right to bring suit against you in a court of competent jurisdiction for the recovery of any sums owed to us under this Agreement or MSA Documentation, including without limitation fees, costs, overdrawn amounts, expenses and sums paid by us in error to or for the benefit of the Account. All court costs, legal expenses, reasonable compensation of time expended by us in the performance of our duties and other pertinent expenses and costs may be collected by us from the Account.

YOU ARE HEREBY NOTIFIED THAT BY ACCEPTING THIS AGREEMENT, YOU ARE WAIVING ALL RIGHTS UNDER STATE OR ANY OTHER LAW TO CLASS OR COLLECTIVE ACTIONS, INCLUDING CLASS ARBITRATION.