



AGREEMENT FOR LIFESTYLE SAVINGS ACCOUNTS

This Agreement ("Agreement") is between CITIZENS PROPERTY INSURANCE CORPORATION ("Citizens"), a legislatively created Florida governmental entity, having its principal place of business at 2101 Maryland Circle, Tallahassee, Florida 32303 and WEX HEALTH, INC., a Delaware Corporation with its principal place of business at 82 Hopmeadow Street, Simsbury, CT 06089 ("WEX" or "Vendor"). Citizens and Vendor shall each be known as a "Party," and collectively shall be known as the "Parties."

Recitals

Gallagher Benefits Services, Inc. ("Gallagher"), serving as Citizens' broker, issued a Request for Quote ("RFQ") for Reimbursement Account Administrative Services. The purpose of the RFQ was to identify and select a vendor to administer a lifestyle savings account ("LSA") that supports wellness needs for all Citizens' employees. On or around May 16, 2024, Gallagher provided the RFQ responses and its recommendation to Citizens. Vendor's response to the RFQ was accepted by Citizens, subject to the terms set forth in this Agreement.

In consideration of the mutual promises and restrictions stated herein, the Parties acknowledge and agree as follows:

Terms of Agreement

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - 1.1. "Citizens Confidential Information" means any and all information and documentation of Citizens that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by Citizens; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by Citizens and marked "confidential" or with words of similar meaning; (c) should reasonably be recognized as confidential information of Citizens; (d) protected under any applicable state or federal law (including Chapter 119, Florida Statutes; Sections 501.171, and 627.351(6), Florida Statutes; Chapter 690-128, Florida Administrative Code; and, 15 U.S.C. § 6801 et seq.); or, (e) whether marked "Confidential" or not, consists of Citizens' information and documentation related to any Citizens manuals, lists, operating and other systems or programs, business practices or procedures, insurance policies, claimants or claims, or any business, governmental, and regulatory matters affecting Citizens. "Citizens Confidential Information" does not include any information or documentation that: (a) is publicly available through no fault of Vendor or Vendor Staff; or, (b) Vendor developed independently without relying in any way on

Citizens Confidential Information.

- 1.2. "Citizens Data" means any and all data of Citizens in an electronic format that: (a) has been provided to Vendor by Citizens; (b) is collected, used, processed, stored, or generated as a result of the Services; or, (c) is private information or personally identifiable information collected, used, processed, stored, or generated as a result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein.
- 1.3. "Deliverables" means the quantifiable, measurable, and verifiable items required to be delivered to Citizens by Vendor under this Agreement.
- 1.4. "Effective Date" means January 1, 2025.
- 1.5. "Services" means all services and Deliverables to be provided by Vendor to Citizens under this Agreement. If any service or Deliverable is not specifically described in this Agreement but is necessary for the proper performance and provisioning of the Services, that service or Deliverable shall be included within the definition of the Services to the same extent and in the same manner as if specifically described herein.
- 1.6. "Vendor Staff" means any of Vendor's employees, agents, subcontractors, or representatives who: (a) provide the Services; or, (b) have access to Citizens Confidential Information or Citizens Data.

2. **Incorporation of Documents.** Each of the documents listed below is hereby incorporated herein by reference. Every recital, definition, term, condition, exhibit, schedule, and appendix attached to the documents is also hereby incorporated into this Agreement both by reference and attached to this Agreement (all together "Contract Documents").

The following Contract Documents, in addition to this Agreement, are hereby incorporated by reference:

- 2.1. Exhibit A – Fee Schedule;
- 2.2. Exhibit B – Performance Guarantees;
- 2.3. Exhibit C – Reimbursement Account Administrative Services;
- 2.4. Exhibit D – Services Addendum;
- 2.5. Exhibit E – Debit Card Services Addendum; and
- 2.6. Exhibit F – WEX Data Security Addendum.

3. **Hierarchy.** In case of a conflict of terms or provisions between any of the Contract Documents, the following shall serve as an order of precedence from most controlling document to the least controlling document:

- 3.1. This Agreement
- 3.2. Exhibit A – Fee Schedule
- 3.3. Exhibit B – Performance Guarantees
- 3.4. Exhibit C – Reimbursement Account Administrative Services
- 3.5. Exhibit D – Services Addendum

3.6. Exhibit E – Debit Card Services Addendum

3.7. Exhibit F – WEX Data Security Addendum

If a conflict exists, the conflicting portion of the more controlling document remains enforceable. The conflicting portion of the less controlling document is unenforceable with regard to the conflict. Any non-conflicting portion(s) of the term or provision of the less controlling documents remains enforceable.

4. Term and Renewals.

4.1 Term of Agreement. This Agreement shall commence on the Effective Date and, unless terminated as provided for herein, shall continue until December 31, 2025.

4.2 Renewals. This Agreement may not be renewed.

5. Services; Service Requirements.

5.1 Description. Vendor shall provide the Services in accordance with the requirements of this Agreement, including the Contract Documents.

5.2 Vendor Staff Qualifications and Removal. All Vendor Staff shall be properly trained and qualified. All Vendor Staff must comply with all controlling statutes, laws, and regulations relevant to the Services.

If Vendor knows that a Vendor Staff member (i) lacks the proper training or qualifications to perform the Services; or, (ii) is lacking in honesty or integrity, then Vendor will not allow that person to perform Services under this Agreement. Further, if Citizens determines that a Vendor Staff member is unsuitable to perform the services under this Agreement for any reason, including but not limited to knowledge, skills, experience, abilities, academic qualifications, credentialing, licensure, veracity, or conduct, Citizens has the right to require Vendor to promptly provide a qualified replacement reasonably acceptable to Citizens.

5.3 Performance Guarantees. Vendor shall deliver a report to Citizens, each quarter, based on the performance guarantees identified in Exhibit B. Vendor shall have until the end of the month immediately following each quarter to submit this report to Citizens (e.g., 2024 Q1 report shall be submitted no later than April 30, 2024). Any resulting payouts shall be made as invoice credits.

6. Service Warranties and Standards.

6.1. General Warranty. Vendor warrants that the Services will be performed and delivered in a professional manner in accordance with this Agreement and the standards prevailing in the industry.

6.2. Ability to Perform. As of the Effective Date, Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to perform the Services or satisfy its contractual obligations. During the term of this Agreement, Vendor shall immediately notify Citizens Contract Administrator of any change in circumstances that would in any way diminish Vendor's ability to perform the Services or satisfy its contractual obligations. Whether by Vendor's notification, Citizens' sole determination, or otherwise, in any case where Citizens is concerned with Vendor's ability or willingness to perform this Agreement is in jeopardy, Vendor acknowledges and

agrees that, upon Citizens' request, Vendor shall timely provide Citizens with all reasonable assurances requested by Citizens to demonstrate that Vendor will continue to be able and willing to perform this Agreement.

- 6.3. Monitoring of Performance. Vendor shall continuously monitor and record its performance to ensure that all of Vendor's responsibilities and obligations hereunder are being met and fulfilled.

7. Deliverables and Work Product.

- 7.1. Deliverables and Financial Consequences for Non-Delivery. Each Deliverable must be delivered by Vendor to Citizens in the time and manner specified in this Agreement. Failure to do so will entitle Citizens to enforce financial consequences which can include: (a) withholding any payment associated with the Deliverable until such delivery is made; and/or, (b) terminating this Agreement in whole or in part for cause subject to the notice and cure provisions set forth in Section 13.3. below.

- 7.2. Work Product. Citizens will have all right, title and interest in Citizens Data and any derivative works relating thereto.

- 7.3. Vendor Materials. Vendor retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement.

Citizens shall not permit any information regarding the systems of Vendor or its subcontractors to be disseminated, sold, assigned, leased or licensed to any third party, nor otherwise used or commercially exploited in any way except as expressly set forth in this Agreement.

- 7.4 The provisions of this Section shall survive the termination of this Agreement.

8. Changes.

- 8.1 Change Process. Citizens may require changes altering, adding to, or deducting from the Services (each, a "Change"), provided that: (a) such Change is within the general scope of this Agreement; and, (b) Citizens will make an equitable adjustment in Vendor's compensation or delivery date if a Change materially affects the cost or time of performance of the Services. Such equitable adjustments require the written consent of Vendor, which consent shall not be unreasonably withheld, delayed or conditioned. The Parties will cooperate in good faith to determine the scope and nature of a Change, the availability of Vendor Staff, the expertise and resources to provide such Change, and the time period in which such Change will be implemented.

- 8.2 Modifications. A Change resulting in an increase or decrease to Vendor's compensation or the scope of Services must be evidenced by a formal amendment to this Agreement.

9. Acceptance.

- 9.1. Acceptance Period. For all Services provided under this Agreement, Vendor grants to Citizens a thirty (30) calendar day acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to Citizens. Citizens shall have the right to reject the Services, in whole or in part, during the Acceptance

Period for Vendor's failure to meet the specifications associated with the delivered Services (a "Defect"), with such determination to be made in Citizens' reasonable judgment. At the end of the Acceptance Period, if Citizens has not rejected the Services, the Services shall be deemed to be accepted by Citizens; provided, however, that Citizens' acceptance of the Services shall not be deemed a waiver of any of Citizens' warranty rights or other contractual remedies as expressly provided in this Agreement.

- 9.2. Correction of Defects. To the extent a Defect can be corrected or cured and was not the result of any bad faith by Vendor, Vendor shall have thirty (30) calendar days to correct the Defect. The determination as to whether a Defect can be corrected shall be made by Citizens in its reasonable discretion. If Vendor is unable to correct the Defect within this thirty (30) calendar day period, Citizens may, in its sole discretion, terminate this Agreement.
- 9.3. Corrective Action Plan. The default cure period is thirty (30) days.

10. Compensation.

- 10.1. Maximum Compensation and Budget Requirement. Citizens' obligation to pay Vendor for all accepted Services and reimbursable expenses under this Agreement (a) shall not exceed a total dollar amount of \$34,999.00, and (b) is contingent on the availability of budgeted funds approved by Citizens' Board of Governors on an annual basis. Citizens will be responsible for monitoring spending that occurs under this Agreement.
- 10.2. Compensation Schedule. See Exhibit A - Fee Schedule.
- 10.3. Payments. Payments shall be made to Vendor by Citizens in accordance with the rates outlined in Exhibit A – Fee Schedule.
- 10.4. Invoices. Vendor must timely submit all requests for compensation for Services or expenses per its standard invoicing practices. Citizens will provide Vendor with the correct information for invoicing.
- 10.5. Payment Processing. Vendor will process payments per its standard payment processing practices. Citizens will provide Vendor with the correct information for processing.
- 10.6. Travel-related Expenses. Citizens will not reimburse Vendor for travel-related expenses. No travel shall be required in the performance of Services under this Agreement.
- 10.7. No Additional Charges. Except for the compensation described in Exhibit A, Citizens shall not be billed for or be obligated to pay to Vendor any charges, expenses, or other amounts for the Services or otherwise subject to Section 8 herein.
- 10.8. Offsets and Credits. Any amounts due from Vendor may be applied by Citizens against any amounts due to Vendor. Any such amounts that are not so applied shall be paid to Citizens by Vendor within thirty (30) calendar days following Citizens' request. Any amounts due from Citizens may be applied by Vendor against any amounts due to Citizens.
- 10.9. Taxes. Citizens is a State of Florida, legislatively created, governmental entity which does not pay federal excise or state sales taxes on direct purchases of tangible personal property. Vendor represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes.

Vendor agrees that Citizens is not responsible to collect or withhold any federal, state, or local employment taxes, including personal property tax, income tax withholding, and social security contributions, for Vendor or Vendor Staff. Any and all taxes, interest or penalties, including personal property tax or any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Vendor or, if assessed against and paid by Citizens, shall be immediately reimbursed by Vendor upon demand by Citizens.

11. Limitation of Liability, Insurance and Indemnification.

11.1. Limitations.

11.1.1. Notwithstanding any other provision in the Agreement to the contrary, the total cumulative liability of Vendor or Citizens to the other party for all claims, actions, or suits however caused arising out of or in connection with the Agreement shall be limited to direct damages and shall not exceed the greater of: (a) the amount of fees received by Vendor from Citizens under the Agreement for the twelve (12) months prior to the occurrence of the event giving rise to any such claims, actions or suits; or (b) amounts payable and actually paid to Citizens or Vendor resulting from Citizens' claim, as applicable, under the insurance policies provided for in this Section.

11.1.2. No action under the Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

11.1.3. In no event shall either party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including, but not limited to, any damages resulting from loss of use or loss of profits arising out of or in connection with the Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the party has been advised of the possibility or foreseeability of such damages. In the event the foregoing is found to be invalid, in no event will either parties' liability for such damages exceed the fee paid by Citizens for the services in the twelve-month period in which the cause of action occurred.

11.1.4. Vendor and Citizens expressly agree that the limitations of liability in this Section represent an agreed allocation of the risks of the Agreement between the parties. This allocation is reflected in the pricing offered by Vendor to Citizens and is an essential element of the basis of the bargain between the parties.

11.2. Insurance.

11.2.1. During the term of the Agreement, Vendor shall maintain general liability insurance and professional/cyber liability insurance with policy limits of not less than \$5,000,000 per occurrence and in the aggregate for the purpose of providing coverage for claims arising out of the performance of its services under the Agreement.

11.2.2. Vendor maintains commercial crime insurance, including employee dishonesty coverage with policy limits of not less than \$5,000,000.

11.2.3. Upon request, Vendor shall provide Citizens with a certificate or certificates of insurance reflecting such insurance coverages.

11.3. Indemnification.

11.3.1. Nothing in this agreement shall be construed as a waiver of the limit on Citizens' liability for tort claims under Section 768.28, Florida Statutes.

11.3.2. Citizen agrees that Vendor shall not be responsible for any injury or damage that occurs as a result of any negligent act or omission committed by Citizen, including its employees or assigns.

11.3.3. Subject to the limitations in in Section 11.1., Vendor will indemnify, defend and hold harmless Citizens (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against all liability, damages, costs, losses, penalties, expenses and reasonable attorney's fees (collectively, "Losses") incurred by Citizens in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of Vendor's (i) fraudulent or criminal actions or omissions, (ii) material breach of this Agreement, or (iii) data security breach.

11.3.4. A party (the "Indemnified Party") seeking indemnification hereunder shall promptly notify the other party (the "Indemnifying Party") of any matters in respect of which the foregoing indemnity may apply and of which the Indemnified Party has knowledge, and give the Indemnifying Party the opportunity to control the response thereto and the defense thereof; provided, however, that the Indemnified Party shall have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at the Indemnified Party's sole cost and expense; and provided further, however, that no settlement or compromise of an asserted third-party claim may be made without the prior written consent of the Indemnifying Party.

11.3.5. The Indemnified Party must notify the Indemnifying Party within thirty (30) days in writing of any actual or threatened claim, demand, action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the Indemnifying Party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the Indemnifying Party have been materially prejudiced by the failure of the Indemnified Party to provide notice within the required time period.

12. Contract Administration.

12.1. Contract Administrator. As of the Effective Date, Citizens' Contract Administrator is:

Keri Dennis, Vendor Management and Purchasing
301 W Bay Street, Suite 1300
Jacksonville, Florida 32202
904-407-0225
Keri.Dennis@citizensfla.com

Citizens shall provide written notice to Vendor of any changes to the Contract Administrator; such changes shall not be deemed Agreement amendments.

- 12.2. **Contract Managers.** Each Party will designate a Contract Manager during the term of this Agreement whose responsibility shall be to oversee the Party's performance of its duties and operational obligations pursuant to the terms of this Agreement. As of the Effective Date, Citizens' and Vendor's Contract Managers are as follows:

Citizens' Contract Manager

Merrio Tornillo
2101 Maryland Circle
Tallahassee, FL 32303
850-459-2405
merrio.tornillo@citizensfla.com

Vendor's Contract Manager

Alexis Guggisberg
WEX Health, Inc.
700 26th Ave E
West Fargo, ND 58078
employerservices@wexhealth.com

Each Party shall provide prompt written notice to the other Party of any changes to their Contract Manager; such changes shall not be deemed Agreement amendments.

13. **Scrutinized Companies; Termination by Citizens.** In addition to any other termination rights of Citizens as provided for in this Agreement, Citizens may, at its sole election, terminate this Agreement if Vendor: (a) is found to have submitted a false certification as provided under Section 287.135(5), F.S.; (b) has been placed on the "Scrutinized Companies with Activities in Sudan List;" (c) has been placed on the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;" (d) has been placed on the "Scrutinized Companies that Boycott Israel List;" (e) has been engaged in business operations in Cuba or Syria; or, (f) is engaged in a boycott of Israel

14. **Disputes.**

Dispute Resolution Process. Each Party will make a good faith effort to resolve any disputes relating to this Agreement prior to commencing a legal action. These efforts may include an offer to arrange for executive-level discussions or an offer to submit the dispute to non-binding mediation. This section shall not apply if (a) a Party considers the immediate commencement of a legal action for an injunction necessary to protect its interests (e.g., to protect against the improper use or disclosure of its confidential information); or, (b) the dispute is subject to another provision in this Agreement that includes a different dispute resolution process. For the sake of clarity, Citizens is not subject to the dispute resolution processes set forth in The Florida Administrative Procedure Act, Chapter 120, Florida Statutes.

The provisions of this Section shall survive the termination of this Agreement.

15. **Records; Audits; Public Records Laws.**

- 15.1. Public Records Laws. Vendor acknowledges that Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes, (collectively, “Florida’s Public Records Laws”). Therefore, any information provided to Citizens or maintained by Vendor in connection with this Agreement may be subject to disclosure to third parties.
- 15.1.1. Protection of Vendor’s Confidential Information. Section 627.351(6)(x)1.e., Florida Statutes, provides that proprietary information licensed to Citizens under a contract providing for the confidentiality of such information is confidential and exempt from the disclosure requirements of Florida’s Public Records Law. Other Florida Statutes allow for various protection of vendor’s trade secrets and financial information. In order to protect any information provided to Citizens that Vendor considers to be protected from disclosure under Florida law (“Vendor’s Confidential Information”), Vendor should clearly label and mark each page or section containing such information as “Confidential”, “Trade Secret” or other similar designation.
- 15.1.2. Responding to Request for Vendor’s Confidential Information. If Citizens receives a Public Records Request (“PRR”) or a request from any regulatory or legislative entity regarding Vendor’s Confidential Information, it shall promptly notify Vendor in writing. To the extent permitted by law, Citizens shall not produce Vendor’s Confidential Information unless authorized by Vendor, or by order of a court of competent jurisdiction. In the event a legal proceeding is brought to compel the production of Vendor’s Confidential Information, the Parties agree that Citizens is authorized to deliver Vendor’s Confidential Information to the court or other legal tribunal for disposition. If Vendor continues to assert in good faith that Vendor’s Confidential Information is confidential or exempt from disclosure or production pursuant to Florida’s Public Records Laws, then Vendor shall be solely responsible for defending its position or seeking a judicial declaration. Nothing in this Agreement shall create an obligation or duty for Citizens to defend or justify Vendor’s position. Vendor also agrees to reimburse Citizens for any attorneys’ fees, costs, and expenses incurred by Citizens or awarded against Citizens in any legal proceeding in which the issue is a third party’s challenge to Vendor’s assertion of an exemption under Florida’s Public Records Laws.
- 15.1.3. Vendor’s Duty to Forward Records Requests to Citizens. If Vendor receives a PRR that is in any way related to this Agreement, Vendor agrees to immediately notify Citizens’ Records Custodian and forward the PRR to Citizens’ Records Custodian for logging and processing. Citizens’ Records Custodian’s email address is: Recordsrequest@citizensfla.com. Citizens shall be the Party responsible for coordinating the response and production to the PRR. Vendor shall communicate with Citizens to determine whether requested information is confidential and/or exempt from public records disclosure requirements. Vendor agrees to assist Citizens in responding to any PRR in a prompt and timely manner as required by Florida’s Public Records Laws.
- 15.1.4. Additional Duties. To the extent Vendor is “acting on behalf of” Citizens as provided under Section 119.011(2), Florida Statutes, Vendor must: (a) keep and maintain public records required by Citizens to perform the Services; (b) upon request of Citizens’ Records Custodian, provide Citizens with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, for the duration of the term of this Agreement and following the completion of this Agreement if Vendor does not transfer the records to Citizens; and, (d) upon completion of this Agreement, transfer at no cost to Citizens all public records in possession of Vendor or, alternatively, Vendor may keep and maintain all records required by Citizens to perform the Services. If Vendor transfers all public records to Citizens upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to Citizens, upon request by Citizens' Records Custodian, in a format that is compatible with the information technology systems of Citizens.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT CITIZENS' RECORDS CUSTODIAN AT (i) (850) 521-8302; (ii) RECORDSREQUEST@CITIZENSFLA.COM; OR, (iii) RECORDS CUSTODIAN, CITIZENS PROPERTY INSURANCE CORPORATION, 2101 MARYLAND CIRCLE, TALLAHASSEE, FL 32303.

15.2. Remedies. Vendor will hold Citizens harmless from any actions resulting from Vendor's non-compliance with Florida's Public Records Laws. Without limiting Citizens' other rights of termination as further described in this Agreement, Citizens may unilaterally terminate this Agreement for refusal by Vendor to comply with this Section unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

15.3. The provisions of this Section shall survive the termination of this Agreement.

16. Non-Disclosure of Citizens Confidential Information.

16.1. Obligation of Confidentiality. Vendor agrees to: (a) hold all Citizens Confidential Information in strict confidence; (b) not use Citizens Confidential Information for any purposes whatsoever other than the performance of this Agreement; (c) not copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such Citizens Confidential Information to third parties other than Vendor Staff who have a need to know in connection with the performance of this Agreement; (d) be solely responsible for informing any Vendor Staff with access to Citizens Confidential Information of the provisions of this Agreement and to be responsible for any acts of those individuals that violate such provisions; (e) provide Vendor Staff having access to Citizens Confidential Information with work environments that protect

against inadvertent disclosure to others; (f) use its best efforts to assist Citizens in identifying and preventing any potential or actual unauthorized appropriation, use, or disclosure of any Citizens Confidential Information and to cooperate in promptly remedying such situation; and, (g) advise Citizens immediately in the event that Vendor learns or has reason to believe that any individual who has or has had access to Citizens Confidential Information has violated or intends to violate the terms of this Agreement and to cooperate with Citizens in seeking injunctive or other equitable relief against any such individual. Nothing in this Agreement prohibits a Vendor from disclosing information relevant to the performance of the Agreement to members or staff of the Florida Senate or the Florida House of Representatives.

- 16.2. Security of Vendor Facilities. All Vendor and Vendor Staff facilities in which Citizens Confidential Information is located or housed shall be maintained in a reasonably secure manner. Within such facilities, all printed materials containing Citizens Confidential Information should be kept locked in a secure office, file cabinet, or desk (except when materials are being used).
 - 16.3. Labeling of Citizens Confidential Information. Any documents or electronic files created by Vendor or Vendor Staff that contain Citizens Confidential Information shall be considered confidential.
 - 16.4. Photocopying and Faxing Restrictions. Vendor and Vendor Staff shall not make photocopies or send facsimiles of Citizens Confidential Information unless there is a business need.
 - 16.5. Disposal of Citizens Confidential Information. The disposal of all printed materials containing Citizens Confidential Information must be done in a manner that renders the information inaccessible to others (the use of a reputable third-party shredding company is permissible).
 - 16.6. Notification of Anticipatory Breach. Vendor agrees that should it, for any reason, not be able to provide or maintain appropriate safeguards to fulfill its obligations under this Section, it will immediately notify Citizens Contract Administrator in writing of such inability and such inability on Vendor's part will serve as justification for the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part at any time after the inability becomes known to Citizens.
 - 16.7. Remedies. Vendor acknowledges that breach of Vendor's obligations under this Section 16 may give rise to irreparable injury to Citizens and Citizens' customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Citizens shall be entitled to injunctive relief against the breach or threatened breach of the provisions of this Section 16, in addition to any other legal remedies which may be available, including, the immediate termination, at Citizens' sole election and without penalty to Citizens, of this Agreement in whole or in part.
 - 16.8. The provisions of this Section shall survive the termination of this Agreement.
17. **Data Security.** WEX has established and maintains a documented strategy for identifying and managing its cybersecurity risks. This strategy is informed by the law and regulation to which the nature of WEX's services are subject. WEX shall provide data security in accordance with Exhibit F (Data Security Addendum) attached hereto and also in reliance upon the confidential and proprietary service organization control audit reports and

security resources and assessments provided to Citizens by WEX.

18. Miscellaneous.

- 18.1. Relationship of the Parties. Vendor is an independent contractor with no authority to contract for Citizens or in any way to bind or to commit Citizens to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Citizens. Under no circumstances shall Vendor or Vendor Staff hold itself out as or be considered an agent, employee, joint venturer, or partner of Citizens. In recognition of Vendor's status as an independent contractor, Citizens shall carry no Workers' Compensation insurance or any health or accident insurance to cover Vendor or Vendor Staff. Citizens shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Vendor nor Vendor Staff shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or retirement plan of Citizens.
- 18.2. Vendor Conflicts of Interests. Vendor must execute a Conflict of Interest Form as required by Citizens from time to time. Vendor shall not have a relationship with a Citizens officer or employee that creates a conflict of interest. If there is the appearance of a conflict of interest, Vendor will promptly contact Citizens' Contract Manager or designee to obtain a written decision as to whether action needs to be taken to ensure a conflict does not exist or that the appearance of a conflict is not significant.
- 18.3. No Gifts. Vendor shall not give a gift or make an expenditure to or for the personal benefit of a Citizens officer or employee.
- 18.4. Convicted Vendor List. Vendor shall immediately notify Citizens' Contract Manager or designee in writing if it or any of its affiliates are placed on the convicted vendor list maintained by the State of Florida pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government.
- 18.5. Compliance with Laws. Vendor and Vendor Staff will comply with all applicable laws, ordinances, rules, and regulations governing Vendor's performance under this Agreement. This includes: (a) registration and annual renewal of authority to transact business in the State of Florida (via www.sunbiz.org) or Vendor's annual written attestation that such authorization is not required; and, (b) maintaining all other necessary permits or licenses from federal, state, and local regulatory/licensing authorities.
- 18.6. Subcontracting. Vendor shall not enter into any subcontracts for the exclusive and sole performance of the Services to Citizens or transfer any of its rights or obligations under this Agreement without Citizens' prior written consent and any attempt to do so shall be void and without effect. Vendor's use of any subcontractors in the performance of the Services shall not relieve Vendor of any of its duties or obligations under this Agreement, and Vendor shall indemnify and hold Citizens harmless from any payment required to be paid to any such subcontractors.
- 18.7. Severability. If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in

violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

- 18.8. Headings. The sections and headings herein contained are for the purposes of identification only and shall not be considered as controlling in construing this Agreement.
- 18.9. Publicity; Use of Names and Logos. Vendor may use Citizens' name and logo in its marketing materials, website, and social media to indicate that it is a participating or contracted vendor for Citizens. However, Vendor may not in any way state, imply or infer that it holds a "preferred," "approved," "awarded," "selected," or otherwise special status with Citizens in any such materials. This prohibition includes, but is not limited to, the use of endorsements or quotes from Citizens officials, Citizens vendor scores, or any other Citizens-related materials that may directly or indirectly imply that Vendor enjoys a special or preferred status with Citizens. Citizens reserves the right to determine that its name and/or logo have been misused and to request that Vendor cease using its name and/or logo in any way it deems inappropriate. Failure to comply will result in corrective action, up to and including contract termination. Vendor may only use the approved Citizens logo, which may be obtained by sending a request via email to: newsroom@citizensfla.com.
- 18.10. Waiver. The delay or failure by a Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 18.11. Modification of Terms. Except as otherwise provided for herein, this Agreement may only be modified or amended upon a mutual written contract amendment signed by Citizens and Vendor or as otherwise permitted by this Agreement. Vendor may not unilaterally modify the terms of this Agreement in any manner such as by affixing additional terms to any Deliverable (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" or "click through" terms, whether written or electronic) or by incorporating such terms onto Vendor's order or fiscal forms or other documents forwarded by Vendor for payment and any such terms shall have no force or effect upon Citizens or this Agreement. Citizens' acceptance of any Service or processing of documentation on forms furnished by Vendor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions or any conflicting terms and conditions.
- 18.12. Assignments. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party, but only as permitted under this Agreement. Each Party binds itself and its respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement. Vendor shall not sell, assign or transfer any of its rights (including rights to payment), duties or obligations under this Agreement without the prior written consent of Citizens. In the event of any assignment, Vendor shall remain liable for performance of this Agreement unless Citizens expressly waives such liability. Citizens may assign this Agreement with prior written notice to Vendor of its intent to do so. Vendor may assign this Agreement to an affiliate or in connection with a change in control, merger, acquisition or sale of all or substantially all of the Vendor's assets and provided that the surviving entity has agreed to be bound by this Agreement and has notified Citizens in writing within thirty (30) days following

the date of the assignment. If consent is required, the parties shall not unreasonably withhold or delay consent. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of Citizens.

- 18.13. Notice and Approval of Changes in Ownership. Because the award of this Agreement may have been predicated upon Vendor's ownership structure, Vendor agrees that any transfer of a substantial interest in Vendor by any of its owners shall require Citizens' prior written approval, which approval shall not be unreasonably withheld or unreasonably delayed. By execution of this Agreement, Vendor represents that it has no knowledge of any intent to transfer a substantial interest in Vendor. A substantial interest shall mean at least twenty-five percent (25%) of the voting shares or control over Vendor. This Section shall not apply to: (a) transfers occurring upon the incapacitation or death of an owner; (b) transfers associated with an initial public offering on a major stock exchange; or, (c) transfers to a company whose stock is publicly traded on a major stock exchange.
- 18.14. Assignment of Antitrust Claims. Vendor and Citizens recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the ultimate consumer. Therefore, Vendor hereby assigns to Citizens any and all claims under the antitrust laws of Florida or the United States for overcharges incurred in connection with this Agreement.
- 18.15. Force Majeure. Neither Party shall be responsible for delays or disruptions in performance if the cause of the delay or disruption was beyond that Party's reasonable control (or the reasonable control of its employees, subcontractors, or agents) to the extent not occasioned by the fault or negligence of the delayed or disrupted Party. In no case shall Vendor's labor matters, such as strikes or availability of subcontractors, if any, be considered a force majeure event. Further, this Section may not be invoked to excuse or delay Vendor's compliance with its obligations to protect Citizens Confidential Information or Citizens Data. To be excused from delays or disruptions hereunder, Vendor must promptly notify Citizens in writing of the delay or disruption. If the delay or disruption is justified, as solely determined by Citizen, Citizens will give Vendor a reasonable extension of time to perform; provided, however, that Citizens may elect to terminate this Agreement in whole or in part if Citizens determines, in its sole judgment, that such a delay or disruption will significantly impair the value of this Agreement to Citizens. THE FOREGOING EXTENSION OF TIME SHALL BE VENDOR'S SOLE REMEDY WITH RESPECT TO FORCE MAJEURE EVENTS. Vendor shall not be entitled to any increase in price or payment of any kind from Citizens for direct, indirect, consequential, or other costs or damages arising because of such delays or disruptions.

Because of the nature of Citizens' business, Citizens requires that Vendor take every reasonable measure to avoid or minimize any delay or disruption under this Section, including the timely activation of Vendor's business continuity and disaster recovery plans. Where Vendor fails to undertake such efforts, the delay or disruption shall be included in the determination of any service level achievement.

If a force majeure event results in a partial reduction in Vendor's capacity to serve its clients, Vendor agrees that Citizens will receive the same or better priority as Vendor's other clients with respect to the allocation of Vendor's resources.
- 18.16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but

one and the same Agreement. The Parties agree that a faxed or scanned signature may substitute for and have the same legal effect as the original signature.

- 18.17. Public Records Addendum ("Addendum 1"). Vendor agrees that the Addendum 1 attached hereto is hereby incorporated into this Agreement in order to address the public posting of this Agreement and its disclosure to third parties.
- 18.18. Entire Agreement. This Agreement, and any exhibits, schedules and attachments hereto, set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous proposals, agreements or understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the Parties.

**CITIZENS PROPERTY INSURANCE
CORPORATION**

WEX HEALTH INC. D/B/A WEX

Signed by:

7E1FA79F1444459

Signature

Denise Bass


Print Name

VP - Human Resources

Title

10/9/2024

Date Signed

Signed by:

E2AA8650399242B...

Signature

Andy Doeden

Print Name

SVP - National Sales

Title

10/3/2024

Date Signed

ADDENDUM 1 PUBLIC RECORDS ADDENDUM ("ADDENDUM")

Company Name ("Vendor"): WEX Health Inc. d/b/a WEX
Agreement Name/Number ("Agreement"): Agreement for Reimbursement Account Administrative Services Agreement No. 24-24-5002-00
Primary Vendor Contact Name: Alexis Guggisberg
Telephone: 877-765-8810
Email: employerservices@wexhealth.com

Citizens is subject to Florida public records laws, including Chapter 119, Florida Statutes. As a part of providing public access to Citizens' records, Citizens makes its contracts available on Citizens' external website located at www.citizensfla.com/contracts. This Addendum is incorporated into the Agreement in order to address Citizens' public posting of the Agreement and its disclosure to third parties.

If Vendor asserts that any portion of the Agreement is exempt from disclosure under Florida public records laws, (the "Redacted Information"), such as information that Vendor considers a protected "trade secret" per Section 815.045, Florida Statutes, then Vendor must select the corresponding declaration below and provide the following to Vendor.ManagementOffice@citizensfla.com:

- (1) A copy of the Agreement in PDF format with the Redacted Information removed (the "Redacted Agreement"); and,
- (2) A dated statement on Vendor's letterhead in PDF format clearly identifying the legal basis for Vendor's redaction of the Redacted Information (the "Redaction Justification").

Vendor must select one (1) of the two (2) declarations below. If Vendor does not select one (1) of the two (2) declarations below, or if Vendor fails to provide the Redacted Agreement and Redaction Justification within thirty (30) calendar days of Vendor's receipt of the fully executed Agreement, then without further notice to Vendor, Citizens may post the non-redacted version of the Agreement on its public website and may release it to any member of the public.

<u>Vendor Declaration</u>
<p>X Vendor WILL NOT SUBMIT a Redacted Agreement. Citizens may post Vendor's full, complete, and non-redacted Agreement on its public website, and may release the Agreement to any member of the public without notice to Vendor.</p> <p>Or</p> <p><input type="checkbox"/> Vendor asserts that a portion of the Agreement is confidential and/or exempt under Florida Public Records law. Therefore, Vendor WILL SUBMIT a Redacted Agreement and a Redaction Justification within thirty (30) calendar days of receipt of the fully executed Agreement. Citizens may post Vendor's Redacted Agreement on its public website, or release it to any member of the public, without notice to Vendor. If Citizens receives a public records request for the Agreement, Citizens will provide only the Redacted Agreement and Redacted Justification to the requestor. Vendor acknowledges that, in the event of any legal challenge regarding these redactions, Vendor will be solely responsible for defending its position or seeking a judicial declaration.</p>

EXHIBIT A
FEE SCHEDULE

Effective Date 01/01/2025

	<u>Fee Amount</u>	<u>Fee Minimum</u>	<u>Frequency</u>	<u>Bill To</u>
LSA - Monthly	\$1.75	\$50.00	Monthly	Customer
Fees per LSA Participant per month Includes Benefits Debit Card Spouse, dependent, and replacement Benefits Debit Cards available at no additional fee				

Fee Minimum means Minimum Monthly Fee and applies only if the monthly administrative fee times the number of covered lives is less than this amount.

The total amount of the Agreement shall not exceed \$34,999.00, regardless of participant participation.

Fees are guaranteed until 12/31/2025 ("Rate Expiration Date").

Printing and postage are included for standard material and mailings.

Additional charges/fees will apply for non-standard mailings and/or expedited requests.

WebEx meetings are included at no additional fee.

Optional in person enrollment meetings are \$350 per day plus travel expenses.

If Employer/Customer has contracted with a third party whereby the third party pays WEX's fees on Employer's behalf, WEX's fees will be invoiced to that third party and are due within thirty (30) days after the date the invoice is received. If the third party fails to pay WEX, Employer remains responsible to pay WEX's fees. Fee rates may be based on a third-party discount. If WEX's fees are no longer to be paid by the third party on Employer's behalf, guarantees could be voided and the fee schedule revised.

Citizens will be responsible for payment of the fees identified above, including payment of the Fee Minimum (as applicable).

EXHIBIT B
PERFORMANCE GUARANTEES

BENEFITS QUARTERLY PERFORMANCE GUARANTEES

WEX will put a total of 15% of quarterly Benefit plan fees at risk based on the following: 5% for Implementation the first quarter of the first year and 10% for ongoing operations for all quarters.

Performance Guarantees	Fees At Risk	Actual Performance
IMPLEMENTATION		
There will be a 15 business day turnaround time on accurate group set up (as agreed to during the implementation process) once complete plan information is received.	5% of 1 st quarter fees	
PARTICIPANT/MEMBER SERVICES		
The average answer time in the participant call center will be 60 seconds or less.	2%	
95% of participant emails will be responded to within 1 business day.	2%	
CLAIMS		
98% of claims will be processed within 2 business days.	2%	
SYSTEMS		
The website (www.wexinc.com) will have a 98% accessibility rate.	2%	
There will be a 98% system, (Consumer and Employer Portal) availability rate for customer inquiries.	2%	

Performance guarantees are (i) based upon aggregated performance data, metrics and procedures determined by WEX, subject to changes generally implemented, and are not based upon individual client performance, and (ii) subject to any force majeure or similar clause set forth in any agreement you have with WEX and also exclude other unusual and excessive temporary events. All Employer credits applied during the applicable period shall be offset against the Fee Amount.

EXHIBIT C
REIMBURSEMENT ACCOUNT ADMINISTRATIVE SERVICES

RECITALS

WEX and Employer may be referred to herein individually as a party and collectively as the "parties."

This is Exhibit C to the Citizens Agreement for Lifestyle Savings Accounts (the "Agreement") between the parties, which requires WEX to administer a lifestyle spending account that supports wellness needs for all Employer's employees. Exhibit C will be referenced throughout this document but shall not be confused with the primary agreement to which it is subordinate.

Employer has adopted an Internal Revenue Code (together with its implementing regulations, in each case as amended) (the "Code") Section 125 (26 USC § 125) Cafeteria Plan (the "125 Plan") for its eligible employees. Included in the 125 Plan is one or more of the following plans or arrangements: a health flexible spending arrangement ("Health FSA"); a dependent care flexible spending arrangement ("Dependent Care FSA") (a health FSA and a Dependent Care FSA are referred to collectively as an "FSA"); and/or a limited purpose health flexible spending arrangement ("Limited Health FSA").

Employer may have also adopted one or more of the following for its eligible employees: a health reimbursement arrangement ("HRA") Code Section 105 (26 USC § 105); a limited purpose health reimbursement arrangement ("Limited HRA") Code Section 105 (26 USC § 105); an individual coverage health reimbursement arrangement ("ICHRA") Code Section 105 (26 USC § 105); and/or a transportation fringe benefit plan spending account ("TSA" or "Commuter") qualified under Code Section 132(f) (26 USC § 132(f)).

Employer may have also adopted other spending or reimbursement account benefits or post-tax benefits that are not subject to the Code.

Individually and collectively, as the context may require, the foregoing plans or other arrangements maintained by Employer shall be referred to as the "Plan."

Employer desires WEX to assist in its administration of the Plan, and WEX desires to assist Employer in the administration of the Plan.

WEX and Employer agree that WEX shall assist in the administration of the Plan based on the terms and conditions set forth in this Exhibit C, including, without limitation that:

- Employer has established the Plan for the exclusive benefit of its employees.
- Employer is the administrator of the Plan (the "Plan Administrator").
- Employer remains the Plan Administrator and is responsible for the operation and maintenance of the Plan, including the establishment of eligibility and benefits and funding the payment of benefits owed to participants under the Plan.
- WEX is an independent contractor in relation to Employer and to the Plan and acts as an agent on behalf of Employer in rendering services for Employer pursuant to this Agreement.
- WEX is to provide the agreed upon services without assuming any liability for the performance of any other services beyond those set forth below.

The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 WEX ADMINISTRATIVE SERVICES

1.1 Plan Administration Assistance

WEX shall assist Employer in the administration of the Plan as provided in this Exhibit C. WEX's duties with respect to the Plan are limited to those selected for services by Employer via the WEX portal or design guide.

1.2 Plan Documents Assistance

- (a) Upon request, WEX will assist Employer in the establishment and operation of the Plan by providing, for review by Employer, WEX's standard documents, including a plan document, a summary plan description ("SPD"), if applicable, and other standard documents relating to the administration of a plan.
- (b) Employer is under no obligation to use WEX's standard documents in establishing and maintaining its plan.
- (c) WEX's standard documents are based on WEX's internal policies and procedures, which may change from time to time, and the legal and regulatory requirements then in effect.
- (d) It is Employer's responsibility to determine whether WEX's standard documents are legally compliant for Employer's purposes, in compliance with the requirements of its Plan, are appropriately completed, and are appropriately and timely adopted by Employer.
- (e) Employer must provide WEX with an executed copy of its plan document.
- (f) When there is a change in applicable domestic law or regulation or when requested by Employer due to Employer changing plan design, WEX will provide Employer with its standard plan amendments.
- (g) It is Employer's responsibility to determine whether WEX's standard plan amendments or other revisions are legally compliant for Employer's purposes, in compliance with the requirements of its Plan, are appropriately completed, and are appropriately and timely adopted by Employer.
- (h) Employer must provide WEX with an executed copy of its amended plan document.
- (i) For the establishment of HRAs, Limited HRAs, and TSAs, WEX provides a prototype plan with an agreement that, once adopted, becomes Employer's HRA, Limited HRA or TSA plan document.
- (j) For the establishment of other spending or reimbursement account benefits or post-tax benefits that are not subject to the Code, WEX does not provide a standard plan document or a prototype plan with an agreement.

1.3 Recordkeeping

WEX shall assist Employer in the development and maintenance of administrative and recordkeeping systems for the Plan. WEX's recordkeeping services are listed in the Services Addendum.

1.4 Information for Employer Disclosure and Plan Reporting

WEX shall provide Employer with general information about disclosure and Plan reporting requirements that relate to the Plan and the information maintained by WEX that is necessary for Employer to prepare the annual Form 5500.

WEX shall not be responsible for the accuracy of any information provided by Employer nor shall WEX be responsible for determining the level of compliance required by the Plan. It is the sole responsibility of Employer to comply with all legal disclosure and Plan reporting requirements.

1.5 WEX Reporting to Employer

WEX shall provide the following reports to Employer:

- Employer Funding Report (daily or monthly – the frequency of this report is dependent on the funding method selected)
- Payment History Report (on demand)

- Enrollment Report (monthly and on demand)
- Account Balance Detail Report (monthly and on demand)
- Payroll Deduction Report (frequency based on payroll frequency for auto-post employers)
- Statement of fees due to WEX (monthly invoice)

1.6 Forms

WEX shall provide Employer forms for use in administering the Plan. The forms are available within the online account. All forms and all user guide information will be subject to periodic updates and revision. WEX shall also provide Employer instructions and forms for use in the processing of benefit claims under the Plan.

1.7 Plan Payments

Using funds received from Employer, WEX shall pay the amounts due as a result of the operation of the Plan and in compliance with the participant's current Plan elections.

1.8 Claims Processing

- (a) WEX shall process claims received from Employer or from Plan participants on a daily basis during regular business hours (6:00 a.m. to 6:00 p.m. Central Time Zone, Monday through Friday excluding holidays).
- (b) WEX shall arrange for the payment of approved reimbursement requests as provided in the Plan.
- (c) WEX shall process any initial claim for benefits made under the Plan provided the claim is submitted in accordance with the terms of the Plan, the SPD, and any reasonable rules established by WEX and communicated to Employer and participants.
- (d) WEX will accept or deny (in whole or in part) an initial claim for benefits after making such investigation as it deems necessary.
- (e) To the extent WEX determines that a participant is entitled to the claimed benefits under the Plan, WEX will arrange for the proper payment from the Plan using the funds provided by Employer.
- (f) To the extent WEX determines that a participant is not entitled to claimed benefits under the Plan, WEX shall provide to such participant a written notification of its decision as soon as administratively practicable after the claim was received by WEX, subject to the requirements of Section 503 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 USC § 1133) and 29 CFR § 2590.715-2719.
- (g) WEX shall be responsible for making the decision to accept or deny (in whole or in part) all appeals of denied benefit claims consistent with Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719.
- (h) WEX shall be responsible for notifying the participant of its decision regarding an appeal consistent with Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719. In making decisions regarding claims for benefits and appeals of denied benefit claims, WEX shall have discretionary authority to construe and interpret the terms of the Plan and to determine whether a benefit claim is properly payable under the Plan.
- (i) Notwithstanding anything herein to the contrary, Employer shall be responsible for all eligibility claims, eligibility appeals, and eligibility determinations with respect to eligibility of an individual to participate in the Plan.
- (j) To the extent that WEX provides written non-English assistance to a participant during the course of claims processing as required by Section 503 of ERISA (29 USC § 1133) and 29 CFR § 2590.715-2719, Employer shall reimburse WEX for the related fees and expenses, if any.

1.9 Fiduciary Duties

WEX performs fiduciary duties under the Plan only to the extent described in Section 1.8 and is a fiduciary under ERISA for the claim review and claim appeal determinations for those plans or arrangements that are subject to ERISA.

1.10 Employer Funds and Custodial Account

Funds received by WEX from Employer for the payment of Plan benefits shall be held in the Custodial Account pursuant to Article 3.

1.11 Direct Load Payments for TSA

As applicable, using Plan funds, and based on instructions received from the participant, WEX shall pay employer-provided transportation benefits through electronic media by transmitting funds to a participant's smartcard or account with the transit authority. Only pre-tax participant contributions are eligible for use with the transit authority smartcard. A transactional processing fee could be imposed by a third party, such as the transportation authority.

1.12 Overpayment Recovery

If WEX determines that it has paid benefits to an ineligible person or paid more than the appropriate amount, WEX shall, with Employer's full cooperation, undertake a good faith, commercially reasonable effort to recover such erroneous payment. What constitutes a "good faith, commercially reasonable effort" may vary from time to time depending upon the circumstances of the overpayment, but may include WEX's attempt to contact the participant twice via letter, phone, email or another means about the recovery of the payment at issue.

1.13 Unused Amounts and Unclaimed Amounts

Except for those amounts subject to any Health FSA carryover elected by the Plan in accordance with the Internal Revenue Service ("IRS") Notice 2013-71 (as such guidance may be modified or updated), all amounts that remain unused in an FSA account or a TSA after the end of the period specified by the Plan during which a participant can make a claim plus any periods for appeal or claim dispute shall be forfeited by the participant and returned to Employer less any undisputed fees and expenses due and owing to WEX under the Agreement. The direct terms of an applicable Plan may alter the forfeiture provisions of this Section 1.13 only with respect to a Plan participant.

Any amounts unclaimed by participants, including any unclaimed reimbursement checks (or other similar methods of payment) that have been issued but remain unendorsed or uncashed and unpaid after the end of the plan year's run-out period elected by the Plan, shall be returned to Employer less any undisputed fees and expenses due and owing to WEX under the Agreement. Employer shall be responsible to report unclaimed amounts in accordance with applicable state law unless otherwise forfeited under the terms of the Plan.

1.14 Retention and Release of Plan Data, Records, and Files

- (a) WEX shall securely destroy or delete written and electronic records containing personal information consistent with business needs or legal retention requirements.
- (b) Per business records needs and associated retention and secure destruction periods, WEX retains a copy of all information created pursuant to the Agreement (as information is defined in Section 2.14, excluding emails or similar electronic communications destroyed in the ordinary course of business pursuant to WEX policy) for at least seven (7) years from the date created at WEX, including, without limitation, a record of all assets and transactions involving the Custodial Account (defined in Article 3).
- (c) Following the termination of the Agreement, WEX shall cooperate with Employer or Employer's subsequent service provider to effect an orderly transition of services provided under the Agreement and, within a reasonable time, will release to Employer a copy of all data, records, and files in a standard format accessible by Employer.
- (d) Upon termination of the Agreement, WEX may retain a copy of all information including the data, records, and files released by WEX pursuant to Section 1.14(c) and to use and disclose such information for claims, audits, and legal and contractual compliance purposes to the extent permitted by law.

1.15 Notice of Litigation

WEX shall notify Employer promptly of any summons, complaint or other communication concerning threatened litigation or any inquiry by any governmental agency that is related to the Plan unless such notification would be a violation of applicable law.

1.16 Confidentiality of Plan Information

WEX shall keep confidential all information that it obtains concerning the Plan. Other than in the due course of business, such information shall not be disclosed to a third party without prior approval of Employer or as otherwise provided in

Article 4.

Employer may request that WEX share Plan information and other data with another vendor of the Plan or Employer. WEX shall consider all reasonable requests, however, prior to releasing or sharing any Plan information or other data with another vendor, Employer must enter into a confidentiality and data sharing agreement with the vendor and make a copy of such agreement available to WEX upon request.

For confidential or protected information transmitted by a vendor of the Plan to WEX, Employer must enter into a confidentiality and data sharing agreement with the vendor.

1.17 Audit

During the term of the Agreement, and at any time within six (6) months following its termination, Employer (or a mutually agreeable third-party auditor) may audit WEX to determine whether WEX is fulfilling its obligations under the Agreement with respect to processing claims for benefits.

- (a) The audit shall be limited to such processing claims for benefits information relating to the calendar year in which the audit begins and/or the immediately preceding calendar year.
- (b) WEX will provide timely inquiry and feedback regarding the sample size and sampling methodology as it relates to the objective of the audit.
- (c) Unless otherwise required by legal and/or regulatory compliance, the audit must be completed within six (6) months following the date the audit begins.
- (d) The place, time, type, duration, and frequency of any audit must be reasonable and mutually agreeable.
- (e) Employer shall pay or cause to be paid any expenses that it incurs in connection with the audit, including WEX's then current internal billing rate for audit related tasks.
- (f) Any audit will be subject to these additional requirements:
 - (i) Employer must provide WEX with a sixty (60) day advance written notice of its intent to audit.
 - (ii) Employer must utilize individuals to conduct the audit who are qualified by appropriate training and experience for such work; who will perform their review in accordance with published administrative safeguards and procedures against unauthorized use or disclosure (in the audit report or otherwise) of any individually identifiable information (including health care information) contained in the information audited; and who will not make or retain any record of payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous disorders, HIV/AIDS or genetic markers in connection with the audit ("Auditor").
 - (iii) At least thirty (30) days in advance of the commencement of the audit, Employer must provide WEX with a complete and accurate list of the transactions to be selected for audit, along with the specific service for which each transaction or item is being tested. The sample must be based on a statistically valid random sampling methodology (e.g., systematic random sampling, simple random sampling, or stratified random sampling).
 - (iv) The Auditor must provide its draft findings to WEX before a final audit report is presented to Employer. The draft findings will be the basis for discussion between the Auditor and WEX to resolve any disagreement and to summarize the audit findings.
 - (v) The Auditor must provide its final audit report to WEX before delivery to Employer and allow WEX to include with the final audit report a supplementary statement containing facts that WEX considers pertinent to the audit.
 - (vi) The Auditor must provide WEX with a complete copy of the final audit report that is delivered to Employer.

- (vii) The audit will be subject to proprietary and confidentiality protections. Before the audit commences, Employer and any third-party auditor shall execute a non-disclosure and confidentiality agreement, the scope of which shall be reasonable and shall be determined by WEX.

There must be no conflict of interest that would prevent the Auditor from performing an independent audit. Auditors retained exclusively by Employer may not be compensated on the basis of a contingency fee or a percentage of overpayments identified.

1.18 Red Flags Rule

For the purposes of this Section 1.18, "Red Flags Rule" means regulation adopted by various federal agencies, including the Federal Trade Commission, in connection with the detection, prevention, and mitigation of identity theft and located at 72 Fed. Reg. 63718 (November 9, 2007), as amended.

For the purposes of this Section 1.18, "Covered Services" means the services provided by WEX under the Agreement and as described in the Debit Card Services Addendum that allow Plan participants to pay for eligible expenses under the Plan with a debit card or other stored-value card and any other services provided by WEX pursuant to the Agreement that fall under the protections of the Red Flags Rule as determined by WEX in its sole discretion.

To the extent applicable, WEX shall comply with the Red Flags Rule with respect to Covered Services. As part of its Red Flags Rule compliance, WEX shall adopt, maintain, and use appropriate and commercially reasonable rules, procedures, and safeguards to detect and identify red flags and to prevent and mitigate identity theft as required by the Red Flags Rule.

This Section 1.18 shall be null and void to the extent action is taken by U.S. Congress or a federal agency to exempt the Covered Services (or third-party administrators that provide Covered Services) from the Red Flags Rule.

1.19 Information Security Program

WEX represents and warrants that it has implemented and maintains a written and comprehensive information security program and complies with all applicable domestic law and regulation.

1.20 Total Control and Discretionary Authority

Except as otherwise expressly provided in this Exhibit C, Employer has total control and discretionary authority over the Plan and the manner in which the Plan is operated. WEX serves as Employer's agent only for the processing of qualifying expense/reimbursement requests as provided herein.

1.21 External Review

To the extent that the external review requirements set forth in 29 CFR § 2590.715-2719 apply to the Plan, WEX shall serve as a conduit for external review requests, meaning WEX will send appropriate information to, and cooperate fully with, the external review organization conducting the review. Any cost, fee or expense related to the review or request for review shall be paid by Employer. If WEX pays any such cost, fee or expense on behalf of Employer, Employer shall reimburse WEX promptly upon request.

1.22 Subcontracting

WEX may delegate or subcontract any portion of WEX services. For those WEX services that are delegated or subcontracted, WEX shall remain fully responsible to Employer for compliance with all applicable provisions of the Agreement

1.23 Benchmarks

WEX may, in its discretion, prepare and deliver to Employer benchmarks or other metrics showing the experience of

Employer and its participants with the services provided herein as compared to other employers. WEX will develop any such benchmarks or metrics through the use of data that has been aggregated and de-identified.

1.24 Limited Warranty

WEX represents and warrants that the WEX services shall be performed in a professional manner consistent with generally accepted industry standards and applicable law.

1.25 Disclaimer

WEX does not insure or underwrite Employer's liability to provide benefits under the Plan. WEX shall not be liable or obligated to use its funds for payment of benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in an action against Employer, WEX or the Plan. Employer shall promptly reimburse WEX for any benefit payments made using WEX funds.

1.26 Non-Discrimination Testing and Additional Product and Service Solutions

In order to run the non-discrimination tests, Employer must provide WEX with all information requested and in WEX's file format. Employer's Human Resource Information System ("HRIS") and payroll systems are the systems of record and all information requested for testing must be provided to WEX from Employer's systems. Failure to provide the information required will result in incomplete test results. Employer is responsible to initiate any corrective action required in the event the plan is deemed discriminatory. WEX warrants that the test will perform materially in accordance with the data submitted and that the functionality of test will not be materially decreased during the term of the Agreement. Employer may subscribe to WEX's expanded non-discrimination testing and request other additional products and services solutions from WEX.

ARTICLE 2 EMPLOYER RESPONSIBILITIES

2.1 Compliance with Laws

Plan Compliance. Although WEX serves as Employer's agent for services rendered pursuant to the Agreement, Employer remains responsible for compliance of the Plan itself with the Patient Protection and Affordable Care Act of 2010 (the "PPACA"), ERISA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), each as amended from time-to-time, the Code, and any other law or regulation, foreign or domestic, as applicable.

Employer Compliance. Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney's fees) that result from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to comply with PPACA, ERISA, HIPAA, the Code, and any other law or regulation, foreign or domestic, as applicable, or the provisions of the Agreement.

Medicare Secondary Payer Information. Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney's fees) that result from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to provide WEX with the required information for proper and timely reporting under the Medicare Secondary Payer ("MSP") for Employer's HRA participants where WEX acts as Responsible Reporting Entity ("RRE") for any HRA offered by Employer.

Prior Activity or Occurrence. Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney's fees) and expressly releases all claims against WEX in connection with any claim or cause of action for any activity or occurrence prior to the commencement of services under the Agreement that results from the failure or alleged failure of Employer, its officers and employees, and any other entity related to or performing services on behalf of Employer (other than WEX) to comply with ERISA, the Code, and any other applicable law or regulation.

2.2 Plan Documents

Employer is responsible for the final content of all Plan materials and documents. It is Employer's responsibility to ensure that the Plan documents and any amendments to the Plan documents are legally compliant for Employer's purposes, appropriately completed, in compliance with the requirements of the Plan, and appropriately and timely adopted by Employer. Employer shall file with the appropriate governmental agencies all required returns, reports, documents, and other papers relating to the Plan. Employer shall distribute to its employees participating in the Plan all materials and documents as required under applicable law.

2.3 Summary Plan Description

To the extent applicable, Employer shall distribute to its employees participating in the Plan a copy of the SPD and/or the summary of benefits and coverage.

2.4 Plan Amendments

Employer shall notify WEX of any contemplated amendment to the Plan. Under no circumstances may Employer alter WEX's services or obligations under the Agreement through an amendment to the Plan without the prior written notice to and acceptance of WEX. WEX has no obligation to provide any Plan amendments to Employer other than described in Section 1.2

2.5 Plan Eligibility

Employer shall provide WEX a record of all employees who are eligible to participate in the Plan and notify WEX of any changes on a monthly basis.

Employer shall also provide WEX with the demographic and related information that WEX may need to perform its services under the Agreement.

Employer shall be solely responsible for determining which of its employees are eligible to participate in the respective plan, to collect the required information from those employees, and to inform WEX of such eligible employees.

Employer shall be responsible to collect and to provide to WEX, in an electronic format, all reasonably required information to ensure compliance with the MSP rules and regulations where WEX acts as RRE for an HRA offered by Employer.

2.6 Employer Assistance

Employer shall assist in the enrollment of the employees in the Plan, cooperate with WEX regarding the proper settlement of claims, and transmit inquiries pertaining to the Plan to WEX. Late notification of Plan eligibility or incorrect Plan eligibility provided by Employer to WEX may result in erroneous plan benefit payments, for which Employer shall be solely responsible. Employer shall also be responsible for collecting any such erroneous payments from the employee. If there are insufficient Employer funds available to restore the erroneous payments or if the requested reimbursement of funds would otherwise cause the Minimum Account Balance deposit (if applicable) to become insufficient, WEX may suspend services under this Exhibit C and request immediate restoration of funds from Employer.

2.7 Funds

Employer shall deposit funds in the Custodial Account to be used to pay benefits and expenses under the Plan as agreed to herein and in accordance with the Plan documents. Funds deposited in the Custodial Account shall consist solely of general assets of Employer. Participant contributions, if any, made by employees to the Plan through salary reduction or otherwise, shall be used to reimburse Employer for the funds advanced by Employer to pay benefits under the Plan. Employer has the sole responsibility and liability for the funding of all benefits under the Plan.

2.8 Claims-Based Funding Method

If Employer selects the claims-based funding method to pay claims, Employer gives WEX approval to withdraw applicable amounts from Employer's designated United States bank account to deposit in the Custodial Account from which disbursements can be made on Employer's behalf for payment of qualifying expenses, which are otherwise specified by Employer in its Plan document or as provided for under the Code.

2.9 Deduction/Contribution-Based Funding Method

The deduction/contribution-based funding method may be available for certain types of plans and certain employer groups. For this funding method to pay claims, if selected, Employer establishes a pre-determined initial deposit amount that will adequately fund the reasonable needs of the Plan to be deposited into the Custodial Account (the "Minimum Account Balance") from which disbursements can be made on Employer's behalf for payment of qualifying expenses. If the deposited amount falls below the Minimum Account Balance, Employer will be notified of the deficiency and will be required to provide additional funds until such time the Minimum Account Balance can be restored.

2.10 Debit Card Payments

All participants in a Health FSA, Dependent Care FSA, a comprehensive HRA or a TSA (as applicable) shall automatically receive one or more debit cards or similar electronic payment technology, for which the terms of the Debit Card Services Addendum shall control.

2.11 Ownership of Account Assets

All funds from Employer deposited in the Custodial Account remain Employer's general assets. WEX shall be responsible for administering the funds in accordance with the terms of the Agreement. Funds are disbursed from the Custodial Account by WEX or any of its designees only for an allowable Plan expense as determined by Employer or a representative of Employer (including WEX) or as otherwise required by a court of competent jurisdiction.

2.12 Fraud Against the Plan

Employer is solely responsible for making the Plan whole if fraud is committed against the Plan by its employees, Plan participants or any third party (other than WEX). WEX will assist in pursuing or remedying such fraud using its standard procedures.

2.13 Plan Fiduciary

- (a) Except as provided in Section 1.9, Employer agrees that WEX is not a named fiduciary, or a Plan fiduciary under the Plan as such terms are described under ERISA. WEX shall have no power or authority to waive, alter, breach or modify any terms and conditions of the Plan. WEX shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices, and procedures set forth in the Plan, the Agreement, and as otherwise agreed upon or directed by Employer.
- (b) Except as provided in Section 1.9, WEX neither shall have nor shall be deemed to exercise any discretion, control or authority with respect to the disposition of Employer funds. Employer agrees that the use of offset or recoupment of funds in the Custodial Account to pay undisputed fees or other undisputed amounts due to WEX pursuant to the Agreement constitutes Employer action that is authorized by Employer under the Agreement and agrees that such actions are not discretionary acts of WEX and do not create a fiduciary status for WEX.
- (c) WEX agrees that it will perform services on the Plan's behalf as set forth in the Agreement, including any addenda to the Agreement. However, WEX will not undertake any duties or responsibilities, regardless of whether they are set forth in the Plan, if such actions are in violation of any applicable domestic law or regulation.

2.14 Employer Information and Instructions

- (a) WEX shall be fully protected in relying upon representations and communications made by or on behalf of Employer in effecting its obligations under the Agreement.
- (b) WEX is entitled to rely on the most current information in its possession when providing services under the Agreement.
- (c) WEX shall provide the services in accordance with the Agreement based on information that is provided to WEX by Employer. For this purpose, the term "information" means all data, records, and other information supplied to WEX, obtained by WEX or produced by WEX (based on data, records or other information supplied to or obtained by WEX) in connection with performing the services pursuant to the Agreement, regardless of the form of the information or the manner in which the information is provided to WEX.
- (d) In engaging WEX to perform the services under the Agreement, Employer has authorized and instructed WEX to implement WEX's standard administrative forms and procedures.

- (e) WEX is not responsible for any acts or omissions it makes in reliance upon the direction or consent of Employer or inaccurate, misleading or incomplete information from Employer or any third party.
- (f) If Employer instructs WEX with a specific written request (in a format acceptable to WEX) to provide services in a manner other than in accordance with WEX's standard forms and procedures, WEX may (but need not) comply with such an instruction. This would include, but is not limited to, any Employer instruction to add a vendor link to the participant's online account. To the extent that WEX complies with such an instruction, Employer and not WEX shall be solely responsible for WEX's action so taken, and Employer agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney's fees) and expressly releases all claims against WEX in connection with any claim or cause of action, which results from or in connection with WEX complying with Employer's specific written instruction to provide services in a manner other than in accordance with WEX's standard procedures.
- (g) Employer is responsible for the integrity of data in the files. Therefore, complete and accurate information from Employer or a vendor on behalf of Employer is required in order for WEX to perform the services set forth herein.
- (h) Employer agrees not to use the full social security number in the employee identification number field.
- (i) Employer is responsible for providing accurate information to WEX regarding the participant count.

2.15 Employer's Electronic Account

If Employer chooses to access the services provided by WEX via an online account or other electronic means ("Employer's Electronic Account"), Employer is solely responsible for:

- (a) Designating who is authorized to have access to Employer's Electronic Account;
- (b) Safeguarding all of Employer's passwords, usernames, logins or other security features used to access Employer's Electronic Account ("Electronic Account Access");
- (c) Employer's use of Employer's Electronic Account under any usernames, logins or passwords;
- (d) Ensuring that use of Employer's Electronic Account complies fully with the provisions of the Agreement; and
- (e) Any unauthorized access or use of Employer's Electronic Account caused by Employer's actions or inactions, including, without limitation, its failure to safeguard Employer's Electronic Account or Electronic Account Access.

Employer is solely responsible for the maintenance and routine review of its computing and electronic system usage records (i.e., log files) and the security of its own data, data storage, computing devices, other electronic systems, and network connectivity.

Employer acknowledges and agrees that WEX has no control over and is not liable to Employer, Employer's employees or any other third party for any consequences, losses or damages resulting from unauthorized access or use of Employer's Electronic Account as set forth in this Section 2.16.

2.16 Plan Tax Obligations

The Plan and/or Employer on behalf of the Plan is responsible for any state, federal or foreign tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the Plan and/or WEX relating to the Plan or the services provided by WEX pursuant to this Exhibit C, including those imposed pursuant to PPACA. This includes the funding, remittance, and determination of the amount due for PPACA required taxes and fees. In the event that WEX is required to pay any such tax, fee, assessment, surcharge and/or penalty on behalf of Employer, WEX shall report the payment to Employer along with documentation of the payment, and Employer shall promptly reimburse WEX for the full amount or for Employer's proportionate share of such amount, except as provided in Section 7.3. This reimbursement would be in addition to the fees described in Section 6.1. Employer is at all times responsible for the tax consequences of the establishment and operation of the Plan. Further, the parties agree that WEX does not provide any legal, tax or accounting advice to the Plan and/or Employer. WEX is at all times responsible for all the taxes based upon its net income and its property ownership.

2.17 Acknowledgment

Employer acknowledges and agrees that the services provided by WEX pursuant to the Agreement relate to enrollment

and disenrollment in the Plan and that these services to the extent permitted under HIPAA shall be deemed to be performed by WEX on behalf of Employer in its capacity as the sponsor of the Plan.

ARTICLE 3 CUSTODIAL ACCOUNT

3.1 Appointment and Acceptance of Custodian

By signing the Agreement, Employer appoints WEX as custodian of Employer funds for the purposes and upon the terms and conditions set forth in the Agreement, and WEX accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in the Agreement.

3.2 Custodial Account

WEX maintains one or more depository accounts ("Custodial Account") at a bank designated by WEX and holds in such Custodial Account all funds initially received from Employer plus any additional funds that may be received from Employer for Custodial Account from time to time. For administrative convenience and to reduce costs, WEX shall hold funds received from Employer together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by WEX). WEX shall maintain records as to the exact amount of funds attributable to each employer so that each employer has a legal right to the specific amount of its funds held in the Custodial Account (less any applicable fees, costs or expenses as set forth in the Agreement). At all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of the Agreement. Depending upon the context, the term "Custodial Account" as used herein shall refer to either the separate subaccount for Employer or all of the subaccounts for all employers in the aggregate.

3.3 Employer Funds

WEX and Employer intend and agree that all funds received from Employer for deposit in the Custodial Account shall be comprised of and shall remain Employer's general assets. In no event will funds received from Employer and deposited in the Custodial Account constitute or include participant or employee contributions to employee benefit plans, whether made by salary reduction or otherwise, as those terms have their general meaning under ERISA. Except to the extent that outstanding checks have been written or withdrawals have been made against the Custodial Account balance on behalf of Employer, and subject to Section 6.3, all funds received from Employer and deposited in the Custodial Account may be withdrawn by Employer at any time (less applicable fees, costs or expenses as set forth in the Agreement) and are subject to the claims of Employer's general creditors in the same manner as funds deposited in Employer's ordinary checking accounts. Notwithstanding the foregoing, the Agreement does not alter or eliminate any separate obligation of Employer to fund and maintain the Minimum Account Balance in the Custodial Account as described in Section 2.9.

3.4 Disbursements

WEX shall make payments or distributions from the Custodial Account in accordance with the framework of policies, interpretations, rules, practices, and procedures established by WEX for this purpose and as set forth in the Plan or as otherwise agreed upon or directed by Employer. WEX shall neither have nor shall be deemed to have any discretion, control or other authority with respect to the disposition of Employer funds.

3.5 Interest Earned

Employer acknowledges and understands that from time to time, WEX may receive earnings and interest on the funds held in the Custodial Account and that any such earnings or interest shall be part of WEX's compensation. Employer acknowledges and understands that fees otherwise charged by WEX for services under the Agreement would be greater if WEX did not retain such earnings and interest on these funds. The period during which interest may be earned begins on the date Employer funds are deposited into the Custodial Account and continues for as long as Employer funds remain in the Custodial Account. Funds shall be disbursed on a first-in, first-out basis.

WEX does not track nor can it report interest earned for a single employer. WEX absorbs other bank charges, such as transmission charges, within the fees.

3.6 Maintenance of Records

Upon Employer's written request, WEX shall provide Employer with an accounting of all Employer assets, transfers, and transaction activity involving the Custodial Account in relation to Employer, including a description of all receipts, payments or disbursements, and other transactions.

ARTICLE 4 CONFIDENTIAL COMPANY INFORMATION AND INTELLECTUAL PROPERTY

4.1 General Obligations

For purposes of this Article 4, "confidential company information" shall mean any company information identified by either party as "confidential" and/or "proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, service methods, software, documentation, financial information, prices, and product plans. Neither WEX nor Employer shall disclose confidential company information of the other party. The receiving party shall use reasonable care to protect the confidential company information and ensure it is maintained in confidence, and in no event use less than the same degree of care as it employs to safeguard its own confidential company information of like kind. The foregoing obligation shall not apply to any information that: (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (c) was known to the receiving party at the time of disclosure; (d) was generated independently by the receiving party; or (e) is required to be disclosed by law, subpoena or other process.

WEX may disclose Employer's or the Plan's confidential company information to a governmental agency or other third party to the extent necessary for WEX to perform its obligations under this Exhibit C or if Employer has given WEX written authorization to do so.

Although WEX may have confidential company information processed, managed, and/or stored with subcontractors or third parties, it remains fully responsible to Employer for the confidentiality obligations set forth herein.

4.2 WEX Sensitive Information

If Employer requests access to WEX confidential and/or proprietary security resources and assessments, service organization controls audit reports or other audit information for the purpose of reviewing the operating and business condition of WEX, Employer's acceptance of or access to such information shall constitute its agreement with the following:

- Employer shall maintain the information (whether communicated by means of oral, electronic or written disclosures) in confidence and shall not use the same for its own benefit, or for any purpose other than the furtherance of its review, or disclose the same to any third party.
- Employer may disclose the information to its own officers, employees, and agents on a need-to-know basis for the purposes of its review.
- Employer shall use reasonable care to protect the information and to ensure that it is maintained in confidence, and in no event use less than the same degree of care as Employer uses to safeguard its own like information.

If Employer is a state agency or otherwise subject to a freedom of information type statute, the information shall be treated as confidential and exempt from disclosure in accordance with applicable law, as the information contains sensitive proprietary information and data defined as trade secret information that would not otherwise be publicly available and that disclosure of this information to the public, including WEX's competitors, would likely result in substantial harm to WEX's competitive positions and may also contain confidential supervisory information and personal information relating to directors, officers, and major shareholders of WEX, the disclosure of which would constitute an unwarranted invasion of personal privacy.

4.3 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by WEX), brochures, and online content ("Materials") furnished by WEX to Employer are licensed, not sold. Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for Employer's own internal business use. Employer does not have the right to copy, distribute, reproduce, alter, display or use these Materials or any WEX trademarks for any other purpose other than its own internal business use. Employer shall use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use. Employer's license to use Materials ends on the termination date of the Agreement.

Upon termination, Employer agrees to destroy Materials or, if requested by WEX, to return them to WEX, except to the extent Employer is required by law to maintain copies of such Materials.

WEX retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under the Agreement.

Employer shall not permit any information regarding the systems of WEX or its subcontractors to be disseminated, sold, assigned, leased or licensed to any third party, nor otherwise used or commercially exploited in any way except as expressly set forth in the Agreement.

4.4 Application

Each party agrees that its obligations contained in this Article 4 apply also to its parent, subsidiary, and affiliated companies, if any, and to similarly bind all successors, employees, and agents.

ARTICLE 5 TERM AND TERMINATION OF THE AGREEMENT

5.1 See Section 4. of the Agreement.

5.2 Notwithstanding the foregoing, the Agreement may be terminated at any time during the Initial Term or any renewal term by Employer or by WEX without cause and without liability with written notice of the intention to terminate to be effective as of a date certain set forth in the written notice not fewer than sixty (60) days from the date of such notice.

5.3 All obligations of WEX relating to payment of claims under the Plan will be terminated on the effective date of termination given in the written termination notice, regardless of when the claim for such benefit is incurred.

5.4 The Agreement may be terminated upon written notice:

- (a) If any law is enacted or interpreted to prohibit the continuance of the Agreement, upon the effective date of such law or interpretation;
- (b) If any fee (to the extent not subject to a good faith dispute) for any service provided by WEX to Employer remains unpaid to WEX beyond thirty (30) days past the due date, upon written notification by WEX to Employer that WEX intends to exercise its option to enforce this provision;

Due to (i) a party's filing for bankruptcy, (ii) a party's making any assignment for the benefit of creditors, (iii) a party's consenting to the appointment of a trustee or receiver, (iv) a party's insolvency, as defined by applicable law, or (v) the filing of an involuntary petition against Employer under the Federal Bankruptcy Code or any similar state or federal law which remains un-dismissed for a period of forty-five (45) days;

If at any time Employer fails to provide funds for the payment of Plan benefits; or

5.5 If a party is in default under any provision of the Agreement other than a payment default, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice or if good faith efforts to cure have begun within thirty (30) days, but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice to terminate the Agreement as of any future date designated in the notice.

WEX may suspend services under the Agreement, as applicable, until Employer restores the Minimum Account Balance.

5.6 If the Agreement is terminated under Section 5.2 or Section 5.4, WEX will cease the performance of services. If, however, the parties agree in writing that the Agreement shall continue while WEX performs services during a run-out period (and upon prepayment for such run-out period if requested by WEX), WEX will continue to process qualifying expense reimbursements and to provide general Plan administration and services with respect to any claims that are received by WEX on or before the run-out period end date. The terms of the Agreement will remain in force and effect during any such run-out period.

5.7 Upon the termination of the Agreement, or any specified run-out period, WEX will cease the processing of any claims that are received, and Employer shall be immediately responsible for all aspects of its Plan, including the processing of all claims, annual reporting, and general plan administration. WEX shall return to Employer any funds in the Custodial Account that have not been used for Plan benefit payments along with any unpaid or other pending payment requests and/or subsequent claims that are received after the end date of any specified run-out period. Such return shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of any undisputed unpaid fees and other expenses under the Agreement or any other agreement between the parties. WEX shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to WEX as of the date of termination under the terms of the Agreement or any other agreement between the parties.

Within sixty (60) days after the later of the termination of the Agreement or the specified run-out period, WEX shall prepare and deliver to Employer a complete and final accounting and report of the financial status of the Plan as of the date of termination, together with all books and records in WEX's possession and control pertaining to the administration of the Plan, all claims files (including any pending and unpaid claims), and all reports pertaining to the Plan.

ARTICLE 6 COST OF SERVICES

6.1 Plan Administrative Service Fees

- (a) Employer shall pay WEX a fee for its services rendered pursuant to the Agreement in accordance with Exhibit A, Fee Schedule. The total amount of the Agreement shall not exceed \$34,999.00. Fees are invoiced monthly and are due within thirty (30) days of the invoice date. If Employer disputes in good faith any portion of the fees invoiced, Employer shall provide WEX with written notice of any disputed fees together with a complete written explanation of the reasons for the dispute (the "Dispute Notice") within thirty (30) days of the invoice date. The parties shall work together in good faith to reach a mutually agreeable resolution of the dispute identified in the Dispute Notice for a period of ten (10) days following the date of the Dispute Notice.
- (b) Employer shall have thirty (30) days from the date of the invoice to correct a participant count for credit or refund.
- (c) The fee schedule shall remain fixed for the term of the Agreement.
- (d) Fees quoted assume that WEX standard software, procedures, and systems will be compatible with Employer's software and systems and with any prior service provider's software and systems so that the services can be readily performed without any modifications or alterations of WEX's software and systems. If costs are incurred by WEX to enhance or integrate its services with Employer's software and systems and/or in migrating the data from the prior service provider to WEX's systems, those costs may be charged separately on a time and materials basis or as otherwise provided under a separate agreement between the parties.
- (e) Notwithstanding the foregoing, with prior written approval of Employer and subject to the total amount identified Section 6.1(a) above, WEX may:
 - Charge for the provision of additional products or services that were neither included in nor contemplated by the Agreement on the Effective Date;
 - Charge for proprietary technology and services;
 - Increase fees based on additional costs imposed on WEX, such as significant postal rate or bank fee increases or substantiated increased costs due to legislative or regulatory changes, foreign or domestic,

actually incurred in performing its services; and

- Pass through any fees charged to WEX by a vendor of Employer.

WEX shall provide Employer with reasonable prior written notice of such charges or increases.

6.2 Non-Party Payment on Behalf of Employer and Compliance with Anti-Rebating Law

Employer represents and warrants that if someone other than Employer is making the payment of WEX's fees on behalf of Employer, the making of such payment does not violate any applicable anti-rebating law. Employer agrees to hold WEX harmless and not liable and release it from all liability whatsoever from all losses and expenses that result from Employer's breach of this provision.

6.3 Past Due Fees

Notwithstanding anything in the Agreement or any other agreement between the parties to the contrary, if Employer fails to pay WEX, any amount (except for amounts subject to a good faith dispute) that is due as a result of the services provided by WEX to Employer under the Agreement or any other agreement between the parties, WEX shall be permitted to deduct the undisputed amount from any funds held by WEX that were received from Employer. This right of offset shall be in addition to any other remedies that WEX may have under the Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement or right of recoupment, regardless of whether the past due amount is paid in full as a result of the offset or any recoupment rights provided herein.

6.4 Participant Count for Billing Purposes

The participant count for billing purposes is determined by WEX on a monthly basis. A participant is counted for billing purposes if their account is being administered by WEX under the Plan, which may include a carryover and/or applicable grace period, a run-out period, and/or a zero-dollar balance.

ARTICLE 7 Intentionally Omitted

ARTICLE 8 MISCELLANEOUS

8.1 Number

Where the context of Exhibit C requires, the singular shall include the plural and vice versa.

8.2 Waiver

If either party fails to enforce any right or remedy under the Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.3 Severability

If any provision of Exhibit C is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.4 Governing Law

The Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Delaware (without regard to the laws of conflict that might otherwise apply) as to all matters, including without limitation, matters of validity, interpretation, construction, effect, performance, enforcement and remedies.

8.5 Dispute Resolution

Excluding all matters pertaining to the collection of amounts due to WEX arising out of the services provided, any claim, controversy or dispute arising out of, or relating to, the Agreement, in addition to disputes about invoices per Section 6.1, first promptly shall be settled by managers with direct day-to-day responsibility under the Agreement, and if not so settled, promptly shall be addressed by executives of the parties who have authority to settle the dispute. A party wishing to raise a dispute shall give prompt written notice to the other party, and the good faith attempt to resolve the dispute, as described in the foregoing sentence, shall take place within thirty (30) days thereafter. Engaging in the dispute resolution process described in this Section 8.6 shall be a condition precedent to proceeding with litigation.

Notwithstanding the foregoing, this provision shall not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to the Agreement.

To the extent the Agreement must be enforced in a court of law, the parties agree that it can only be brought in the United States District Court for the District of Connecticut, and both parties consent to such jurisdiction and venue.

8.6 Notice

Any notice required or permitted to be given under the Agreement shall be deemed delivered to the address set forth in the Agreement or such other physical or electronic address as specified by the party: (a) when received if delivered by hand; (b) the next business day if placed with a reputable express carrier for delivery during the morning of the following business day; (c) three (3) days after deposit in the U.S. mail for delivery, postage prepaid; or (d) when received if delivered electronically. WEX Health, Inc., 1 Hancock Street, Portland, ME 04101 Attn: Legal and LegalNotice@wexinc.com, Attn: Legal – Health Direct.

8.7 Assignment

The Agreement may not be assigned by either party without the prior written consent of the other unless to an affiliate or in connection with a change in control, merger, acquisition or sale of all or substantially all of the party's assets and provided that the surviving entity has agreed to be bound by the Agreement and has notified the other party in writing within thirty (30) days following the date of the assignment. If consent is required, the parties shall not unreasonably withhold or delay consent.

8.8 Survival

Those provisions that by their nature are intended to survive termination or expiration of the Agreement shall so survive.

8.9 Relationship of the Parties

The parties agree that in performing their responsibilities under the Agreement, they are in the position of independent contractors. The Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between Employer and WEX.

8.10 Successor

In the event of WEX's resignation or inability to serve, Employer may appoint a successor. In such situations, the replacement of WEX shall be considered a termination of the Agreement and the termination provisions of Article 5 shall remain effective and controlling.

8.11 Authority

Neither WEX nor Employer, when dealing with the other party in relation to the Plan, shall be obliged to determine the other party's authority to act pursuant to the Agreement.

EXHIBIT D
SERVICES LIST

Services and Recordkeeping as Applicable			
Administration for standard 2½ month grace period extension			Included
Automatic email to participant when claims received and reimbursement is made			Included
Assumption of plan year mid-year, including takeover of grace period or run-out of previous plan year			
Claims-Based Funding			Included
Deduction/Contribution-Based Funding as available			Included
Daily processing of claims for reimbursement			Included
Debit card			Included
Employee group meetings			Additional fee may apply
Issue direct deposit to participant savings or checking accounts			Included
Issue reimbursement checks to participants			Included
Maintain and update employee FSA/HRA/TSA records			Included
Electronic open enrollment materials or online enrollment presentation (Health FSA and Dependent Care FSA Only)			Included
Standard plan design and set up			Included
Postage for standard mailings			Included
Process claims during standard plan year run-out period			Included
Reconcile records to employer's payroll, if applicable			Included
Web enrollment			Included
Reporting and Communication – Employer			
Standard reporting available on status of account balances			Included
Reporting and Communication – Participant			
Communication concerning ineligible claims			Included
Open Enrollment Guides/Handouts			Included
Online access to account information 24/7			Included
Emailed notice of account statement available			Included
Statement included with each reimbursement check			Included
<p>Toll-free customer service line Monday through Friday Central Time Zone</p> <p style="margin-left: 150px;">Employers 7:00 a.m. to 7:00 p.m.</p> <p style="margin-left: 150px;">Participants 6:00 a.m. to 9:00 p.m.</p> <p>In compliance with United States federal and state law, WEX may monitor and/or record calls that are made to and from the customer service line for quality assurance and training purposes and/or to ensure that WEX's services fully comply with the terms of the Agreement.</p>			Included
Compliance			
Standard KeyDCAP Non-Discrimination Testing: Cafeteria Plan 25% Key Employee Concentration Dependent Care More than 5% Owners Concentration Dependent Care 55% Average Benefits			Included
Expanded Non-Discrimination Subscription Testing: Premium Only Plan (POP), Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA), Self-Insured Medical Plan (SIMP)			Additional fee may apply

EXHIBIT E
DEBIT CARD SERVICES

To the extent that debit cards are used for the reimbursement accounts, the following applies with respect to the debit card services:

1 Definitions for the purposes of this Addendum:

- 1.1 "Card Transaction" means the presentation of the debit card for payment of Qualified Services.
- 1.2 For a Health FSA and/or HRA, "Qualified Services" means all related goods and services within the meaning of the term "medical care" or "medical expense" as defined in Code Section 213 (26 USC § 213) and the rulings and Treasury regulations thereunder to the extent that such goods and services are allowable for the Account in question.
- 1.3 For a TSA, "Qualified Services" means parking, transit passes, and commuter highway vehicle, within the meaning of Code Section 132(f) (26 USC § 132(f)) as it relates to qualified transportation plans.
- 1.4 "Account" means the FSA account, HRA account, and/or TSA as the context requires and as elected by Employer as part of the Agreement.
- 1.5 "Employee" means those employees eligible to participate in the Plan.
- 1.6 Plan participants or "Participant" means Employees who are entitled to account coverage based on Employer's plan document.

2 General Provisions of Debit Card Services

- 2.1 WEX is responsible to provide debit card services to Participants, including:
 - Updating Participant records;
 - Maintaining accurate account balances and deposit information; Activating and deactivating the debit cards;
 - Canceling the debit cards;
 - Responding to Participant inquiries; and Providing appropriate notices of actions taken.
- 2.2 WEX agrees to reasonably ensure compliance with proper use of the debit card and take whatever action is necessary to investigate and resolve errors in Card Transactions that are asserted by Participants within five (5) business days of notice of an assertion.
- 2.3 WEX agrees to cancel access to a Participant's Account when a debit card is reported as lost or stolen.
- 2.4 WEX agrees to deactivate a Participant's debit card upon notice from Employer of ineligibility or termination. If Employer fails to provide notice, Employer will be responsible for any ensuing Card Transactions.
- 2.5 WEX will make available to Employer, for distribution to the Participants, information as to the proper use of the debit card.
- 2.6 Employer acknowledges that it must, in accordance with and to the extent permitted by, applicable law, facilitate an after-tax payroll deduction in those instances where the debit card was used to pay for an ineligible expense and the Participant failed to reimburse the Plan or the ineligible expense could not be offset with an eligible expense.
- 2.7 Employer agrees to notify WEX immediately upon suspicion or confirmation of inappropriate or fraudulent debit card use.
- 2.8 The liability for payment of claims falls on Employer or the Participant. Additional Card Transaction costs, if any, are paid by Employer or Participant.
- 2.9 WEX standard administrative procedures may be different for Card Transactions with respect to a Health FSA, HRA,

and TSA and with respect to a group or groups of Card Transactions.

3 Settlement Provisions of Debit Card Services

- 3.1 Employer has, in conjunction with the Agreement and as applicable to the funding method selected by Employer, executed and delivered to WEX an Authorization Agreement for Automated Clearing House (ACH) Direct Payments, which authorizes the issuer of the debit cards ("Issuer") to debit the account of the depository financial institution designated by Employer in said Agreement as more fully set forth therein. This information may be delivered or collected via or within an online form.
- 3.2 Each business day, Issuer is authorized to debit the account in the amount required to settle all Card Transactions ("Daily Settlement Amount") and the collected and available funds in the account must be greater than or equal to the Daily Settlement Amount for the previous business day.
- 3.3 Employer shall reimburse/pay Issuer for all Card Transactions irrespective of whether any authorization for a Card Transaction was made in accordance with the terms of the Plan.
- 3.4 If Employer fails to fund the account to settle with Issuer for Card Transactions, fails to reimburse/pay Issuer for all Card Transactions, or breaches its obligations to Issuer, Issuer may, at its option, suspend or terminate all debit cards or change the method by which Employer may settle with Issuer for Card Transactions.
- 3.5 Employer acknowledges that Issuer is not a party to the Agreement and Issuer has no obligation or responsibility to process and or adjudicate benefit claims. Issuer's function is to issue debit cards and to make settlements arising from Card Transactions based solely on the information provided to it by the debit card processor.

4 Miscellaneous Provisions of Debit Card Services

- 4.1 Card Transactions will be settled directly to the account at the depository financial institution designated by Employer and on record with WEX.
- 4.2 Changes to the account information must be made via the submission to WEX of a new Authorization Agreement for Automated Clearing House (ACH) Direct Payments. This information may be delivered or collected via or within an online form.
- 4.3 Said authorization remains in full force and effect until WEX and Issuer receive written notification to revoke it in such time and manner as to afford WEX, Issuer, and the depository financial institution designated by Employer a reasonable opportunity to act on it.
- 4.4 Employer acknowledges that the Issuer shall be deemed to be a third-party beneficiary with respect to Sections 3 and 4 of this Addendum with full rights to rely upon and enforce the provisions thereof.
- 4.5 Employer acknowledges that the origination of ACH transactions to the account must comply with the provisions of United States law.
- 4.6 Unless otherwise stated, all provisions of the Agreement apply to the debit card services.

Data Security Addendum

WEX has established and maintains a documented strategy for identifying and managing its cybersecurity risks. This strategy is informed by the law and regulation to which the nature of WEX's services are subject.

Security Policies and Procedures. WEX maintains reasonable and appropriate precautions and measures and implements security policies and procedures designed to ensure employees and subcontractors, if any, process Employer data consistent with industry standards and client needs. WEX implements and enforces disciplinary measures against employees and contractors for failure to abide by its security policies and procedures.

Intrusion Prevention. WEX's security infrastructure is consistent with commercially reasonable industry standards for virus protection, firewalls, and intrusion prevention technologies to prevent any unauthorized access or compromise of WEX's network, systems, servers, and applications from unauthorized access.

Security Awareness Training. WEX implements and maintains security awareness training regarding the handling and securing of confidential information and sensitive information such as personal data.

Physical Access Controls. WEX has established limits on physical access to information systems and facilities using physical controls (e.g., coded badge access) that provide reasonable assurance that access to data centers is limited to authorized individuals. WEX has installed camera or video surveillance systems at critical internal and external entry points.

Logical Access Controls. WEX reasonably ensures proper user authentication for all employees and contractors with access to Employer data, including, without limitation, by assigning each employee/contractor unique access credentials for access to any system on which Employer data can be accessed and prohibiting employees/contractors from sharing such access credentials. WEX restricts and tracks access to Employer data to only those employees/contractors whose access is necessary to performing the services and implements and maintains logging and monitoring technology to help detect and prevent unauthorized access attempts to networks and production systems. WEX conducts periodic reviews of changes affecting systems' handling authentication, authorization, and auditing and privileged access to production systems. WEX ensures that upon termination of any employee/contractor, the access of the same to any Employer data on WEX's systems will be revoked in a timely manner.

Environmental Access Controls. WEX implements and maintains appropriate and reasonable environmental controls for data centers, such as air temperature and humidity controls, and appropriate protections against power failures.

Disaster Recovery and Back-up Controls. WEX maintains periodic backups of production file systems and databases according to a defined schedule and a formal disaster recovery plan for the production data center and conducts regular testing on the effectiveness of such plan.

Business Continuity and Cyber Incident Response Plan. WEX maintains business continuity and incident response plans to manage and minimize the effects of unplanned events (cyber, physical or natural) that include procedures to be followed in the event of an actual or potential security breach or business interruption and which have a stated goal of resumption of routine services within three (3) business days of such an event or as soon as administratively practicable based on the circumstances of the incident. The incident response plans require record keeping of root cause analysis and remediation efforts.

Storage and Transmission Security. WEX logically segregates Employer data from all other WEX and third-party data. WEX: (i) securely stores, authenticates and secures in transmission all Employer data; and (ii) encrypts Employer data while at rest and in motion consistent with commercially reasonable industry standards. WEX conducts commercially reasonable procedures to prevent storage of Employer data on any removable storage devices.

Internal Audits. WEX regularly conducts internal security audits and contracts annually for external security assessments and penetration tests of WEX systems including, without limitation, cloud architecture, business processes and procedures, access controls and encryption measures.

Secure Disposal. WEX securely destroys Employer data in such a manner as it cannot be reproduced.

Risk Identification and Assessment. WEX implements and maintains a risk assessment program to help identify foreseeable internal and external risks to WEX's information resources and determines if existing controls, policies, and procedures are adequate.

WEX and Vendors. Prior to engaging new third-party contractors, service providers or vendors that will have access to Employer Data (Vendors), WEX conducts a risk assessment on, and periodic reviews of, the Vendors' data security practices.

Change and Configuration Management. WEX implements and maintains policies and procedures for managing changes to production systems, applications, and databases, including without limitation, processes for documenting testing and approval of changes into production, security patching, and authentication.

Certifications. WEX undergoes an annual audit and receives reports based on the Service Organization Controls (SOC) of the American Institute of Certified Public Accountants (AICPA) and is Payment Card Industry Data Security Standard (PCI DSS) Level 1 certified; is HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH) compliant; and is HITRUST certified.

Level and Scope. In the event WEX fails to maintain at least reasonably similar levels and scope of data and information security during the term of the respective services agreement as were in place as of the Effective Date, WEX will notify Employer in thirty (30) days. Within thirty (30) days of receipt of the notice, Employer may elect to terminate the respective services agreement by written notice to WEX.

California Privacy Laws. WEX complies with all California privacy laws with respect to California residents.

General Data Protection Regulation. Based on the language of the General Data Protection Regulation (GDPR) and existing guidance regarding its application to companies outside the European Union (EU), it is our understanding that WEX is not subject to the GDPR. WEX does not monitor the behavior of EU data subjects through its computer systems. WEX does not actively target or offer services to EU companies or data subjects.