

Banking Information to Return with the Retailer Agreement
Please include the following information when submitting your Retailer Agreement.

Banking Information Form

Store Name: _____

Name (Entity ID / Store / Company Name): _____

Bank Account Type (Checking / Savings): _____

Bank Routing Number: _____

Bank Account Number: _____

Bank Name: _____

Bank Account Holder Name: _____

Contact Email: _____

Full Store Address (if different from “Address for Notice” on signature page):

Street: _____

City: _____ **State:** _____ **ZIP:** _____

RETAILER NETWORK AGREEMENT

This Retailer Network Agreement (this "Agreement") is effective as of the date of the last signature below (the "Effective Date"), by and between NationsBenefits, LLC ("NationsBenefits") and the retailer listed on the signature line below on behalf of itself and its affiliates (collectively, "Retailer"). Each of NationsBenefits and Retailer may be collectively referred to herein as a "Party" and collectively the "Parties."

WHEREAS, NationsBenefits provides supplemental benefits and other health care program solutions to managed care organizations, medical benefit plans, employer groups, and other similar entities and sponsors (collectively, "Clients") to facilitate the provision of prepaid and reloadable Visa, Mastercard, or other similar cards (collectively, "Cards") for use by Clients' enrollees to purchase eligible items and services ("Eligible Products") from NationsBenefits' network of participating retailers and merchants ("Network Retailers") at the point of sale; and

WHEREAS, the Retailer will derive substantial benefit from becoming a Network Retailer and desires to enter into this Agreement to facilitate the integration of the Retailer's point of sale system and other software and technology (collectively, the "POS") with NationsBenefits' software platform and online technologies (the "System") to process Card purchases at the Retailer's retail locations.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Parties agree as follows:

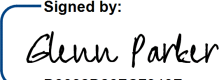
1. **Retailer Participation.** To facilitate Retailer's participation as a Network Retailer, the Retailer shall allow NationsBenefits, through assistance with Retailer's POS provider., to connect and integrate Retailer's POS with the System. Retailer shall timely: (a) provide materials and resources as may be reasonably required by NationsBenefits, including but not limited to Retailer's store list, store numbers, store addresses, phone numbers, and item/product catalog; (b) provide NationsBenefits personnel with the technical specifications to Retailer's POS and suitably qualified personnel; (c) ensure the POS is in good working order; (d) complete or require Retailer's POS provider to complete any required POS upgrades or enhancements to enable the system integration; (e) share an store product/item catalog with NationsBenefits in agreed upon cadence to ensure successful transactions and work with NationsBenefits to customize an approved product list as required for Clients; and (f) provide NationsBenefits with all data related to Flex Card transactions, including without limitation and rejected transactions. Retailer acknowledges and agrees that it will be providing transaction data to NationsBenefits through its participation as a Network Retailer under this Agreement, and NationsBenefits may use such data for its purposes. Retailer agrees to comply with all applicable federal, state, and local laws, rules and regulations. Further, Retailer acknowledges and agrees that it is not excluded from participation in federal healthcare programs by the Office of Inspector General or the System for Award Management, nor is it a sanctioned entity or individual under OFAC, and in the event it does become an excluded or listed as a sanctioned entity, then it shall immediately notify NationsBenefits.
2. **Payment.** Retailer shall be paid for approved transactions of Eligible Products through standard payment card processing currently in use by the Retailer. No other payment or compensation is due or payable to Retailer for Retailer's participation as a Network Retailer.
3. **Configuration.** NationsBenefits shall configure Retailer within NationsBenefits' network to allow for transactions to successfully adjudicate via NationsBenefits' basket analyzer solution. Retailer agrees to share information reasonably required by NationsBenefits to successfully complete such configuration.
4. **Transaction Routing Process.** Retailer acknowledges and agrees that this Agreement governs the Card purchase transactions using Cards that are not processed through the Mastercard network ("In-Scope Transactions"). Issued by The Bancorp Bank, in conjunction with NationsBenefits, the Card may be accepted at Retailer's POS. The NationsBenefits System performs SKU level adjudication to determine eligible products for purchase with the Card. The In-Scope Transactions are processed directly between NationsBenefits and Retailer with settlement of the In-Scope Transactions coming from The Bancorp Bank, bypassing the Mastercard network.

5. **Accounting; Settlement; and Taxes.** Retailer shall maintain a checking or savings account at a financial institution of Retailer's choice for purposes of electronic settlement of transactions ("Settlement Account"). Retailer must provide NationsBenefits with notice of any changes or modifications to its Settlement Account information within ten (10) days of any changes or modifications to the Settlement Account information. Retailer shall be responsible and shall reimburse NationsBenefits for any fees or costs assessed on NationsBenefits for failing to maintain correct Settlement Account information. Any fees assessed by Retailer's financial institution or by the ACH operator to NationsBenefits for activity related to processing payment transactions will be the responsibility of Retailer and will be charged back to Retailer through deductions to the Settlement Account. Retailer's Settlement Account shall be credited in an amount equal to the aggregate value of all on-line and all authorized offline transactions completed pursuant to this Agreement no later than the next business day following the day on which the transactions occur less transaction fees, chargebacks, and applicable state taxes, and/or other legally required deductions. Retailer shall notify NationsBenefits of any Transaction that is erroneous or believed to be erroneously handled within six (6) business days from the original Transaction date. Retailer shall supply NationsBenefits with any supporting documentation upon request. Failure to notify NationsBenefits within such six (6) business day period waives any right to an adjustment. In addition, NationsBenefits may initiate adjustments where a cardholder or Client submits a substantiated claim within ninety (90) calendar days of the date of a Transaction or where other system errors have been identified. Out of balance discrepancies are between the Retailer and NationsBenefits and are not with the cardholder. Retailer adjustments must comply with the timeframes as specified in the Federal Regulations and Applicable Law. Retailer shall be responsible for calculating any applicable point-of-sales tax or other charges due for the Card purchases and remitting such point-of-sale taxes or other charges to the appropriate governmental authorities.
6. **Fees.** For the use of NationsBenefits System products and services, Retailer agrees to pay NationsBenefits a fee of 1% per each transaction to be taken by NationsBenefits prior to remitting the remainder of the settlement to Retailer. Retailer shall be responsible for all applicable taxes, duties, and other governmental assessments and shall indemnify NationsBenefits from any third-party claims related to such taxes and duties of Retailer. At NationsBenefits, discretion, fees and charges owed to NationsBenefits shall be deducted from Retailer's Settlement Account on an ongoing basis for the prior month's services. Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on NationsBenefits' net income or employment of persons) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement shall be the sole responsibility of the Retailer.
7. **Communications and Marketing.** Retailer hereby authorizes NationsBenefits to use its name, location(s), and other marks in marketing materials and on NationsBenefits' websites, portals, and applications to heighten awareness of Retailer's acceptance of NationsBenefits' Cards and its participation in NationsBenefits' retail network.
8. **Term and Termination.** This Agreement will commence as of the Effective Date and continue until terminated in accordance with this Agreement. Either party may terminate this Agreement with or without cause by providing NationsBenefits with 90 days written notice of its intent to terminate. Either party may terminate this Agreement for material breach upon notice to the other party. NationsBenefits may suspend Retailer's participation as a Network Retailer at any time.
9. **Miscellaneous.** This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Broward County, Florida. All notices must be in writing and addressed to the relevant party at its address set out below (or to such other address such party specifies in accordance with this Section). All notices must be personally delivered or sent prepaid by nationally recognized overnight courier, email, (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid), and are effective on actual receipt. This Agreement constitutes the entire agreement of the parties with respect its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by NationsBenefits. Retailer shall have no right to assign or delegate this Agreement without the written consent of NationsBenefits.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have hereto by their duly authorized representatives executed this Agreement.

NATIONSBENEFITS, LLC

Signed by:

Signature: D3082D26FC7340F...

Glenn M. Parker, MD
Co-Chief Executive Officer

Address for Notice:
1700 North University Drive,
Plantation, FL 33322

Attn: Legal Department
legal@nationsbenefits.com

Legal Entity Name
Entity Type: ☐ Corporation (Corp./Inc.) ☐ LLC ☐ LLP ☐ LP
☐ Other: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Merchant ID: _____

Address for Notice:

