



Group Online Contributions ACH Origination Agreement

THIS GROUP ONLINE CONTRIBUTIONS ACH AGREEMENT ("Agreement") IS MADE THIS 11th day of October, 2016 by and between San Benito County (the "Company") and HSA Bank, a division of Webster Bank, N.A., 605 N. 8th St, Ste 320, Sheboygan, WI 53081 (the "Bank").

WHEREAS Company has requested that the Bank permit Company to initiate electronic signals for paperless debit Entries (entry is hereinafter defined) to Company's designated accounts, through the Bank, to accounts maintained at the Bank by means of the Automated Clearing House Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and Appendices to the rules of the National Automated Clearing House, as amended from time to time (the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution pursuant to the terms of this Agreement;

WHEREAS the Bank is willing to accommodate the Company by processing for ultimate delivery to Health Savings Accounts of Company's employees or customers (hereinafter together called the "Customer(s)") the electronic Entries by means of its correspondent banks, and/or the National Automated Clearing House Association (NACHA) to the accounts of the Customers, unless otherwise indicated, at such participant Bank; and

WHEREAS, the Bank is willing to process and transmit the Company's electronic debit Entries subject to the terms and conditions as enumerated in this Agreement.

Now, therefore, the Company and the Bank agree as follows:

1. The Company will prepare and submit all electronic Entries in the Group Online Contributions Tool to Bank in accordance with the agreed upon specifications and schedules. An entry shall mean a debit and/or a credit and/or a request for a cancellation of an entry and/or an amendment of an entry ("Entry"). The Company will be responsible for the correctness, both as to content and form, of all information submitted to the Bank.
2. Rules. The Company agrees to comply with and be bound by the operating Rules, as amended from time to time, as well as the terms of this Agreement, and any other applicable rules or regulations including but not limited to the Electronic Funds Transfer Act, Federal Reserve Board Regulation E and Article 4A of the Uniform Commercial Code (as adopted in CT Gen Stat § 42a-1-101, et seq.), as same may be amended from time to time. In the event that the applicable operating rules of a local or regional automated clearing house, or the arrangements between the Bank and a correspondent bank, are more restrictive than, or are at variance with, the Rules, the Company agrees to be bound by such more restrictive or varying rules.
3. Transmission of Entries; Security Procedures. The Company will transmit all debit Entries to the Bank through the Bank's Group Online Contribution Web Tool on or before the deadlines described on Schedule B to this Agreement. All Entries are restricted in their type through use of the Group Online Contribution Web Tool ("Tool"). The Tool limits debit Entries to the Company's designated account. Bank will submit all entries to debit the Company's bank account as Corporate Credit or Debit ("CCD") ACH transactions. Bank will submit all entries to credit the Bank accounts as Prearranged Payment and Deposit ("PPD") ACH transactions. Credit Entries are limited to the Customer Account (customer account is hereinafter defined) and are further limited by discretionary data to allow for employer contributions and employee contributions which may be post or pre tax dollars. The Company shall comply with the security procedures described in Schedule A to the Agreement. By submitting an Entry, the Company instructs the Bank to transmit all Entries received by the Bank from the Company in accordance with the terms of this Agreement and to credit such Entries to the Customer health savings accounts held at the Bank (the "Customer Account") specified by Company. The total dollar amount of Entries transmitted by Company to Bank on any one day shall not exceed the maximum exposure limit as established by the Bank and communicated to Company in writing by Bank. Temporary increases to this maximum limit must be approved in writing in advance by the Bank.
4. Statements. The Bank shall not generate advices of electronic debits and/or credits against Customer Accounts maintained with the Bank except to the extent it is required to do so by law or standard business practices.
5. Company Funding Obligations. The Bank is not obligated to process any Entry to a Customer Account, unless the Company Account debited contains a balance in collected funds sufficient to pay all Entries submitted by the Company. If the Bank should elect to process any Entry for which it has not received final settlement, the amount of such Entry, at the option of the Bank, shall therefore become immediately due and payable by the Company to the Bank, and the Bank shall have the right to charge the amount thereof to the Company Account or claim a refund from the Company.
6. Customer Authorization. The Company will not initiate an electronic credit and/or debit Entry with respect to any Customer unless and until the Company has obtained the written authorization (hereinafter called the "Authorization") of such Customer, to the extent required by law and applicable regulations and, in the case of electronic debit entries will comply with Bank's requirements which will be provided to Company upon request. The Company will retain the original or a copy of the Authorization received by the Company as prescribed in the Rules. The Company, upon the Bank's request, will furnish the Bank with the original or a copy of the Authorization. In addition, the Company agrees to notify the Bank at least 10 calendar days in advance of its initiation of an electronic credit Entry to the Customer Account for the first time, if applicable. Such notice shall contain the information prescribed in the Rules. The Company agrees to strictly comply with the provisions of this paragraph, and the Company understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations regarding electronic funds transfers. Company warrants that at the time an electronic Entry is processed by the Bank, the Authorization has not been terminated with respect to such electronic Entry.
7. Warranties. The Company hereby makes all applicable representations and warranties to Bank in connection with each Entry that Bank is required to make under the Rules for such Entry. Without limiting the foregoing, the Company warrants and agrees that (A) each Entry is accurate, is timely, has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules and this Agreement; (B) the Company has complied with all pre-notification requirements of the Rules, as applicable; (C) the Company will comply with the laws of the United States and regulations governing the initiation of preauthorized electronic transactions, including but not limited to the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, in particular sections 205.10 (b), and (d), as currently in effect and as amended, and shall otherwise perform its obligations under this Agreement in accordance with all applicable laws and regulations; (D) the Company will comply with U.S. law in regards to origination of ACH entries including but not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC.). Each of these representations and

warranties are ongoing and are made upon transmission of an Entry for such Entry. The Company hereby agrees to indemnify and hold harmless the Bank against any claim, demand, proceedings, losses, liabilities, expenses (including attorney's fees), and damages, including consequential, special, and punitive damages that Bank may incur as a result of Company's breach of a representation or warranty, or Company's failure to comply with this Agreement, the Rules, and/or any other agreement between Company and Customer.

8. **Security Procedure.** (a) Security procedures have been offered to the Company by the Bank with respect to the entries transmitted by the Company to the Bank, and the Company has reviewed and accepted same as a commercially responsible method of providing security against unauthorized payment orders. Company shall comply with the security procedure requirements ("Security Procedures") described in Schedule A attached hereto. The Security Procedures have been agreed upon by the Company based upon (a) communications with the Bank regarding the Company's wishes; (b) the circumstances of the Company made known to the Bank; (c) alternative security procedures offered to the Company; and (d) security procedures in general used by similarly situated companies and receiving banks. As a result of and based upon the foregoing, Company is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by the Bank in connection with the Security Procedures. If Company believes or suspects that any such information or instructions have been accessed, disclosed or used by unauthorized persons, Company agrees to notify Bank immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.
9. **Compliance with the Security Procedures.** (a) If an Entry received by Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry and Company shall be obligated to pay Bank the amount of such Entry even though the Entry was not authorized by Company, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures referred to in Schedule A with respect to such Entry. (b) If an Entry received by Bank was transmitted or authorized by Company, Company shall pay Bank the amount of the Entry, whether or not Bank complied with the Security Procedures referred to in Schedule A with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.
10. **Provisional Credit.** The Company acknowledges that the Rules make provisional any credit given for an Entry until the Bank crediting the account specified in the Entry receives final settlement. If the Bank does not receive final settlement, it is entitled to a refund from the credited party and the originator of the Entry shall not be deemed to have paid the party.
11. **Company Demand Deposit Account.** The Company may be required to maintain a demand deposit account (hereinafter called the "Company Account") with the Bank to which the Bank will credit amounts received in collection of electronic debit Entries. In such event, all such credits to the account are provisional and the Bank may charge the Company Account, as well as any other account of the Company with the Bank, for the amount of a returned or rejected electronic debit Entry. Company authorizes the Bank to debit the Company Account on the day the returned or rejected electronic debit Entry is received by the Bank or thereafter. Company warrants that it shall maintain a sufficient balance in the Company Account to cover returned or rejected electronic debit entries. Company will pay to Bank

the amount of any returned or rejected electronic debit Entry which for any reason cannot, in part or in whole, be debited against the Company Account. Bank may require Company to maintain a minimum balance sufficient to cover returned or rejected electronic entries.

12. **ACH Returns.** Bank may suspend certain functionalities granted to Company under this Agreement in the event Bank becomes aware of ACH returns.
13. **Cancellation or Amendment.** Company shall not cancel or amend any Entry/file after its receipt by Bank, except, if Bank receives such request by Company prior to the cutoff of the business day prior to completion of the transfer Bank shall use reasonable efforts to act on a request by Company for cancellation of an Entry/file prior to transmitting it to the ACH, but shall have no liability if such cancellation is not effected. Company shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect Company's request for the reversal of an Entry.
14. **Rejection of Entries.** Bank may reject any Entry which does not comply with the requirements of Sections 2 or 3 of this Agreement. Bank may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, as applicable. Bank may reject any Entry if Company does not adhere to the Security Procedures described in Schedule A. Bank shall notify Company by (i) telephone, (ii) electronic transmission, or (iii) in writing, of such rejection no later than the business day such Entry would otherwise have been transmitted by Bank to the ACH. Notice of rejection shall be effective when received by Bank. Bank shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
15. **Notice of Returned Entries.** Bank shall notify Company by (i) telephone, or (ii) electronic transmission, of the receipt of a returned Entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 2 of this Agreement, Bank shall have no obligation to retransmit a returned Entry to the ACH if Bank complied with the terms of this Agreement with respect to the original Entry.
16. **Fees.** The Company agrees to pay the Bank for services provided under the Agreement in accordance with the schedule of charges attached to this Agreement as Schedule C. The Bank may change its fees from time to time upon written notice to the Company.
17. **Liability.** THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENT AND REPRESENTATIVES SHALL NOT BE LIABLE FOR INTERRUPTION OF COMMUNICATION FACILITIES, ERRORS IN TRANSMISSION, SUSPENSION IN PAYMENTS BY ANOTHER BANK, WAR, EMERGENCY CONDITIONS, OR ANY SIMILAR OR DISSIMILAR CAUSES BEYOND THE REASONABLE CONTROL OF BANK.

THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENT AND REPRESENTATIVES SHALL NOT BE OBLIGATED OR RESPONSIBLE WITH RESEPECT TO ANY ACT OR FAILURE TO ACT BY A CORRESPONDENT BANK, WACHA, NACHA, A REGIONAL OR LOCAL AUTOMATED CLEARING HOUSE, OR ANY OTHER THIRD PARTY.

THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. IN NO EVENT SHALL

THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE COMPANY MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT EVEN IF THE BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

18. Inconsistency of Name and Account Number. The Company acknowledges that, if an Entry describes the receiver inconsistently by name and account number, payment of the Entry may be made on the basis of the account number or other identifying number even if it identifies a person different from the named receiver.
19. Audit. Upon reasonable notice to Company Bank shall have the right to perform an audit, at its expense, for the purpose of determining Company's compliance with the Rules.
20. Tapes and Records. All magnetic tapes, entries, Security Procedures and related records used by Bank for transactions contemplated by this Agreement shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Bank in making such information available to Company shall be paid by Company.
21. Evidence of Authorization. Company shall obtain all consents and authorizations required under the Rules and this Agreement and shall retain such consents and authorizations for two years after they expire.
22. Miscellaneous. The Bank may amend the terms of the Agreement from time to time by providing no less than ten (10) days prior written notice to the Company. The Bank shall have no obligations to transmit Entries if the Company is in default of any of its obligations under this Agreement, including the obligation to pay the Bank for each credit Entry. This Agreement shall be governed by and construed in accordance with the law of the State of Connecticut.
23. Assignment. Company may not assign this Agreement or any of the rights or duties hereunder to any person without Bank's prior written consent.
24. Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
25. Termination. Company may terminate this Agreement at any time. Such termination shall be effective ten business days following the day of Bank's receipt of written notice of such termination, or such later

date as is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Bank's rights and Company's obligations with respect to entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Bank prior to termination, or any other obligations that survive termination of this Agreement. Bank may terminate this Agreement without prior notice for any breach of the Rules or in the event Bank becomes aware of ACH returns.

26. Entire Agreement. This Agreement (including the Schedules attached hereto), together with the Company Account agreement (if applicable), is the complete and exclusive statement of the agreement between Bank and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Company Account agreement (if applicable), the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of the Agreement would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Bank and Company will constitute a modification of the Agreement, the Rules, or the Security Procedures or constitute an agreement between the Bank and Company regardless of whatever practices and procedures Bank and Company may use.

IN WITNESS WHEREOF the parties have, by their authorized signatures below, executed this Agreement on the date first set forth above.

HSA Bank, a division of WEBSTER BANK, N.A.

By: _____

Kirk W. Hoewisch, President

Company: _____

Address: _____

By: _____

Name: _____

Title: _____

Schedule A
Security Procedures

HSA Bank shall be entitled to rely on the communications received and believed to be transmitted in good faith from the Group Online Contribution Web Tool utilized through the Employer Site. Company agrees to comply with our security procedures listed below:

Password Protection: When you enroll to use the services described in this Agreement and other services provided in the Employer Site, you select a username and password, set up several challenge questions, which only you should know how to answer, and select an image and caption. Together, these items identify you as an Authorized Representative of the Company for the functions you have been given access to. You may be asked to supply any of the above mentioned items each time you logon to use the services. No one can access your employer site without supplying the correct entries, so you should be sure to select information that cannot be easily guessed or deduced by others. To help safeguard your information, you should keep it confidential. You agree not to give your information, or make it available to any other person. We are entitled to act on transaction instructions received using your username and password, and you agree that the use of your username and password will have the same legal effect as your signature in authorizing a transaction. If you forget your password, you may use the forgotten password link or contact us to reset your password so you can select a new password. We reserve the right to modify our account access process to safeguard your Employer Site. We will notify you of any changes to this process by email.

Encryption: Encryption is a method of encoding your information so that it cannot be read by others who do not have authorization to decode that information. The information you enter is encrypted by your web browser and is only decrypted (decoded) when it reaches our web server.

Schedule B
HSA Bank ACH Processing Deadlines

Credit and/ or Debit Entries

Group Online Contribution Submission: until 2 p.m. CT one (1) Business Day prior to the Effective Date unless otherwise communicated by Bank.

"Business Day" is a day HSA Bank is open to the public for conducting substantially all of its business, other than Saturday, Sunday, or Federal Reserve Bank holidays.

"Effective Date" must be a business day or the record will be processed on the first business day following the effective date.

The Bank may transmit the electronic credit and/or debit by electronic communication or by such means the Bank deems appropriate to convey the Company entries.

The Bank shall not be liable for interruption of communication facilities, errors in transmission, suspension in payments by another financial institution, war, emergency conditions, or any similar or dissimilar causes beyond the reasonable control of the Bank.

Schedule C
Service Fees

Return Item Processing	\$ 25.00
Exception processing (File or Entry reversal)	\$ 25.00
Account Correction Processing, per account	\$ 25.00