

LANE HEALTH INC. HEALTHCARE SPENDING CARD

ASSURANCES TO CLIENTS AND ACCOUNTHOLDERS

1. Lane Health will administer the Healthcare Spending Card (HSC) for enrolled Accountholders. Lane Health shall be responsible for all expenses associated with offering and administering the selected HSC, including cost of capital, default losses, and operating costs. There is no cost to the Client for implementing the HSC. Lane Health will be primarily responsible for Accountholder customer and client service related to the HSC.
2. In accordance with each Accountholder's and Client's authorizations and all applicable laws, Lane Health agrees to protect Client and Accountholder data generated through the usage of the HSC ("**Data**"). The Data may be used by Lane Health solely to perform their respective obligations to Clients and Accountholders for HSC administration. Account data and information created and/or received by Lane Health in connection with the provision of the HSC will be retained for a period of five (5) years or such longer period as otherwise required by law. Thereafter, Lane Health will dispose of such data in accordance with its standard policies and practices and applicable state and federal law, unless otherwise provided in this Document.
3. Lane Health agrees that it will: (i) use reasonable physical and technical security measures to protect sensitive personal information sent to, or received, from Clients or Accountholders; (ii) immediately notify Clients and Accountholders in writing if there is a breach of the security procedures.
4. Lane Health will access Data only for so long as it is authorized to do so by Client and Accountholder. If Lane Health's Document with or services to Client or Accountholder are terminated, Lane Health will immediately cease accessing the Data.
5. Lane Health agrees to comply with all privacy, security, and breach notification provisions of applicable federal and state law. Lane Health will comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), implementing regulations codified at 45 C.F.R. parts 160, 162, and 164 (together, "HIPAA Rules").
6. Lane Health will treat information received from Client and Accountholders that is designated as "confidential" or should reasonably be understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Lane Health designates personal information, including PHI and/or all information related to the foregoing, as Confidential Information. Any non-public financial information that is personally identifiable to a Client or Accountholder (as referenced in the Gramm-Leach-Bliley Act of 1999 ("GLBA"), or its equivalent under the applicable state laws, as "Non-public Personal Information" or "NPI") will be deemed Confidential Information.
7. Lane Health will: (i) restrict disclosure of Confidential Information to its Accountholders, agents, subcontractors, and Affiliates solely on a "need to know" basis; (ii) advise its Accountholders and permitted agents, subcontractors, and affiliates of their confidentiality obligations; (iii) use the same degree of care to protect Confidential Information as it uses to safeguard its own Confidential Information of similar importance.
8. Lane Health is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering and will comply with all applicable law in relation to its collection, maintenance, storage, processing and use of Data. Lane Health shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

9. Lane Health has developed and will maintain disaster recovery plans designed to minimize the risks associated with a disaster affecting Lane Health's ability to provide the Advance and Advance Services through the HSC.

10. **Compensation.** The table below sets forth the fees and charges (none of which apply to hospital expenses or dental expenses for Delta Dental members) that will apply with respect to Advances and will be payable by Accountholders to Advance Lender.

(a) **Origination Fee:** 5.0% of the aggregate Advance amount (all Advances made during a statement period) following the statement period in which the Advance occurred.

(b) **Periodic Finance Fee** - charged every 75 days after Advance issuance date based on the average Advance balance over the previous 75 days as follows:

Average Balance over prior 75 days	Periodic Finance Fee
\$1 to \$100	\$2
\$101-\$250	\$5
\$251 to \$500	\$10
\$501 to \$1,000	\$20
\$1,001 to \$2,500	\$40
\$2,501 to \$5,000	\$75
Greater than \$5,000	\$95

(c) **Late Fee Penalties** - up to \$30 once a payment becomes 30 days past due.

(d) Fees may be modified from time to time in order to comply with State and Federal lending laws or in the case of significant changes to its borrowing interest rate.