



ACCOUNT AGREEMENT

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Introduction

Read this Agreement thoroughly before completing the Application. By accepting the terms of this agreement, which is completed by signing and acknowledging the "I Have Read and Do Understand" signatory line at the end of this document, you understand and agree to the terms and conditions of this Agreement and have executed an Application in order to establish an account for Settlement-Related funds, which may include Medicare Set-Aside funds, with the Agent according to applicable banking laws governing rulings and provisions. You and we acknowledge that the Agent is your authorized representative and agent and may perform certain services such as account support, record keeping, and procedural services for you. This Agreement is mutually acknowledged and agreed upon by the Agent and the Account Holder (known collectively as the "Parties")

The Settlement-Related funds are those portion of the funds received as a result of your workers' compensation covered injury-related settlement.

Information for Medicare Set-Aside Accounts

Some accounts may be set up as a Medicare Set Aside. A Medicare Set-aside Arrangement ("MSA") is an allocation created from the settlement of a worker's compensation or liability case. It is established from a portion of the settlement amount to be used to pay for future medical expenses that (a) are either job related or accident related injury and (b) would otherwise be payable by Medicare. Medicare takes the position of secondary payer when another party, such as the employer, insurance carrier or liability insurer are culpable, per the Medicare Secondary Payer Act, 42 U.S.C. §1395y and 42 C.F.R §411:20, et al.

An MSA Account is an individually owned account, established and maintained at a financial institution for the benefit of the injured individual. The MSA Account must be separated from the injured individual's personal accounts. Distributions are to be restricted for qualified medical expenses. Your MSA funds will be held in an interest-bearing FDIC Insured Savings Account. This fund is "liquid", meaning your savings balance is accessible whenever you need money for reimbursement. The earnings post to your account monthly.



Definitions

Account: Your Account with the Agent holding the settlement dollars.

Account Balance: The current amount of money maintained within your Account, which is calculated as all contributions plus any earnings and adjusting credits, less any losses, applicable fees, distributions, and reconciliation adjustments.

Account Holder: The Individual who is the beneficiary of the settlement funds and who executed the Application. The Account Holder is the owner of the account. Herein referenced as “you” or “your”.

Agent: The entity that manages the account on behalf of the individual account owner. DataPath Financial Services, Inc. is under agreement with the Custodian to perform account services.

Agreement: This document, which includes the sections; Account Disclosure Statement, Terms and Conditions Statement, and Privacy Protection Notice.

Application: The Application & Beneficiary Designation Form.

Beneficiary: The person or persons named on the Application who would take ownership of the Account upon your death.

Code: The United States Code, 42 U.S.C. §1395y and 42 C.F.R §411:20, as amended, and all rules and regulations adopted thereunder.

Contribution/Deposit: The money deposited into your account by the settlement insurer, yourself, or employer on your behalf.

Custodian/Custodial: The financial institution that holds deposits on behalf of the Agent by agreement for the benefit of Account Holders. The Custodian is responsible for safe-guarding deposits designated for a particular purpose. In this case, settlement dollars that can be used to pay for health expenses or other other needs as directed by the Account Holder.

Disbursement: Any money withdrawn from your account. May also be referred to as a Distribution.

Account Agreement

Article I – Duties and Responsibilities of the Agent

The Agent will establish an account to receive and hold funds for the individual upon submission of a properly executed Application. The Agents sole obligations are as set forth herein. The Agent assumes no fiduciary status with regard to your funds.

The Agent will maintain your personal information, including but not limited to, your name, address, phone numbers, and tax identification number as confidential information and will release such information only when necessary for completing transactions, when required to do so by court order or governmental agency, or if you give the Agent written permission.



The Agent will maintain your Account as a separate account, distinct from all other accounts, for your exclusive benefit and the benefit of your beneficiaries, and the Agent shall be responsible for performing only such services as are described in this Agreement.

The Agent agrees to provide you with a statement of activity on a monthly basis. Unless you file with us a written objection to the statement within 20 days after the statement is furnished, the Agent will be relieved and discharged from all liability to you or your beneficiary with respect to all matters set forth in such statement. The interest applied to your Account will be passed through at the rate paid by the Custodian as of the last date of the statement period. The Agent will not accept currency, but may accept contributions, in the form of a check or Electronic Funds Transfer (EFT), on your behalf during the year and such contributions will be applied to the year in which they were received. Such contributions will be deposited into your account at the first available opportunity after the Agent has established the validity of the deposit.

The Agent agrees to submit reports to the Internal Revenue Service (the "IRS") and to you as prescribed by the IRS. All interest earned on your account is considered taxable.

The Agent encourages you to retain a copy of this document with your personal financial records.

The Agent has the authority to contract the services of qualified entities for the sole purpose of providing administrative services for your Account. This entity will be bound by a separate agreement, executed by that entity and the Agent and will enumerate the duties to be performed.

The sole purpose of Agent is to facilitate the administration of your Account and to provide administrative assistance or services to you. The Agent is appointed as an authorized representative for the Account Holder and is acknowledged and recognized as such by the Custodian. The Agent is authorized by the Custodian to perform certain administrative services on behalf of the individual Account Holder. We recognize that these services vary from Account Holder to Account Holder and that any service provided by the Agent is provided outside your duties and responsibilities. Any service performed by the Agent on your behalf does not relieve you of the responsibility of compliance with all applicable laws including but not limited to tax consequences of Contributions and Distributions or the responsibility to pay back the account in case of misuse of settlement funds.

The Agent is responsible for all services performed by their company and is not acting as Agent's agent or subcontractor. The Agent have no obligation or liability to each other in respect to the services provided to you.

The Agent will not provide any investment advice to you now or in the future nor will it put any balance at risk of loss. Certain fees may apply as indicated in the Fees section of this Agreement. Such fees will be assessed against your Account Balance unless an alternative method of payment is indicated in this Agreement or requested by you in writing and agreed to by the Agent. The Agent reserves the right to change the fees as indicated in this Agreement from time to time and will provide you with notice of the change prior to the effective date of the change.



The Agent is not responsible for inquiring into the nature or amount of any contribution made to your Account by you or on your behalf by another individual or entity. The Agent is not responsible for inquiring into the amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions are for medical expenses or otherwise complies with the Code. All materials provided by the Agent are intended solely to provide a general description of the account and how it works, and are designed and distributed with the understanding that they do not constitute or include legal, tax, or other professional advice. The Agent assumes no responsibility for tax or other consequences to anyone arising from the establishment or use of an account with the Administration. By signing the Application, you acknowledge and agree that nothing in this Agreement is construed to confer fiduciary status upon the Agent.

You have the full responsibility for any tax, financial, or legal consequences of all contributions to and distributions from the Account. The Agent may have additional duties or responsibilities as detailed in this Agreement.

Article II – Duties and Responsibilities of the Account Holder

You agree to provide DataPath Financial Services with the necessary information as may be required under this Agreement and the Code.

If your account serves as your MSA, you represent that, for any period in which a contribution is made, you: I) will use the MSA funds as a primary means of paying medical expenses; II) maintain Medicare as the secondary payer until all funds are disbursed.

You agree that it is your responsibility to be aware of the nature or amount of any contribution to your Account made by you or on your behalf by another individual or entity. You further agree that it is your responsibility to be aware of any amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions comply with the Code.

You have the full responsibility for maintaining records relating to contributions and distributions and receipts for qualified medical expenses and any tax consequences of all contributions to and distributions from the Account.

You are responsible for keeping an accurate record of all contributions, receipts, distributions, and all other transactions relating to the Account.

You may be required to produce such records in the event of an audit by the Center for Medicare and Medicaid Services (“CMS”) or the IRS.

You agree to pay the fees for services performed under this Agreement, as discussed in the Fees section of this Agreement.

You agree to indemnify, hold harmless, and to defend DataPath Financial Services against any and all claims arising from liabilities incurred by reason of any action taken by DataPath Financial Services in good faith pursuant to this Agreement.



You understand that no portion of the Account may be invested in the market or put at risk. You also understand that you may not borrow from the Account or pledge any portion of the Account as a security or collateral for a loan. You may have additional duties or responsibilities as detailed in this Agreement.

Article III – Disbursement Process

Account funds are for the specific purpose of paying future medical expenses. Although you may withdraw all or any of the balance of your Account at any time, you are responsible for how those funds are spent. You may be required to redeposit funds withdrawn for purposes other than those allowed. To receive a withdrawal from your Account, you can use your account Debit Card, use the self-service portal, or instruct DataPath to distribute funds, in writing, at the address indicated on the Disbursement Request Form or by using other procedures the Agent may from time to time specify (known collectively as the “Disbursement Process”). The Agent may offer additional methods of Distributions at a future time without amending this Agreement.

The availability of funds in your account may be subject to reasonable funds availability rules imposed by the Agent. You may make Distributions from your Account up to the amount of your Account Balance. At no time may you withdraw more funds than are available in your Account.

You are responsible for complying with all laws governing withdrawals, transfers, and taxes.

Article IV - Amendments

This Agreement may be amended automatically from time-to-time without any action on the part of the Account Holder or DataPath Financial Services to comply with the provisions of the Code and related regulations. Such amendments may be made retroactively to the later of the effective date of this Agreement or the effective date of any future legal requirements. Other amendments may be made without the consent of the person whose signature appears on the Application, and will become effective upon execution of such amendments.

Article V – Beneficiary Designation

You have the authority and responsibility to designate at least one Account Beneficiary who will receive the benefit of the Account upon your death.

You also have the authority to change this designation at any time for any reason by providing the Agent with written notice or by accessing your self-service portal online.

You understand that in the event of your death, your Account Balance, if any, will be distributed to the individual(s) listed as the Beneficiary(ies) on the Application (or subsequent Beneficiary Change Forms) with appropriate percentages of the Account Balance distributed as noted. If no Beneficiary is provided, or if the Agent cannot locate the Beneficiary after a reasonable search, the Account Balance, if any, will be paid to your estate.



You understand that in some states, your spouse may be required to provide consent if not named as the Beneficiary. It is your responsibility to ensure that the Beneficiary designation, made by you, complies with applicable laws.

Article VI – Fees

All fees associated with the services performed by the Agent under this Agreement are contained within the published Fee Schedule located on the website. The Agent reserves the right to change such fees at any time, but no such change that results in an increase in fees shall become effective without 30 days prior notice to you. Maintaining the Account after notice has been provided to you will be deemed as your acceptance of the new fees. In addition to the availability on the website, a copy of the published effective Fee Schedule may also be obtained from the Agent.

In addition to the fees indicated on the Fee Schedule, other fees such as, but not limited to Insufficient Funds Charges, will be assessed against your account as indicated on the Fee Schedule. It is your responsibility to ensure that all Account Fees are paid in accordance with this Agreement.

Article VII – Resignation or Removal of the Agent

DataPath Financial Services may resign as the Agent hereunder without your consent, by providing notice of such resignation 30 days prior to the effective date of the resignation. In the event of the Agents' resignation, you shall appoint a qualified successor Agent or custodian. Upon the Agent's receipt of a written appointment of the successor., the Agent shall transfer and pay over to such successor the assets of the Account. If after 30 days from notice of resignation, the Agent has not received written appointment of a successor custodian, the Agent shall pay or otherwise transfer the assets remaining in the Account to you. The Agent has the right to reserve any necessary balance from the transfer that it deems necessary to make payment for any liabilities constituting a charge against the assets of the Account, or a charge against the Agent.

You may remove the DataPath Financial Services as your Agent by providing notice to the Agent at least 30 days prior to the Agent's removal. In the event of the Agent's removal, you shall appoint a qualified successor Financial Institution who shall assume all rights, powers, privileges, liabilities, and duties as your custodian. The Agent will assign, transfer, and deliver to the successor all funds and appropriate information of the Account. The Agent has the right to reserve any necessary balance from the transfer that it deems necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against the Agent.

Article VIII - Notice

Except as otherwise permitted by the Agent, all instructions to the Agent under this Agreement must be in writing. In connection with transactions regarding the Account, the Agent will act as your authorized representative and agent, and will receive notices from you, in written form or electronically in accordance with such procedures and practices as established. You will be bound by any instructions provided by Agent. Any notice, report, payment, distribution or other material required to be delivered



by the Agent to you under this Agreement shall be deemed delivered and effective (a) three days after the date mailed by Agent to your last known address of record as provided on the Application or the last notification of an address change received by us or (b) supplied to the Account Portal for electronic distribution when we have previous knowledge that you have access to the site.

Any notice or instructions required to be delivered by you to us under this Agreement shall be deemed delivered when actually received by us and should be sent to the address; DataPath Financial Services, P.O. Box 55068, Little Rock, AR 72215 or the address shown on the Application or such other address as we may make available to you. Notices should be mailed through the United States Postal Service, first class, with postage prepaid and properly addressed.

Article IX – General Provisions

Anything contained in this Agreement to the contrary notwithstanding, neither you nor your beneficiary shall be entitled to use any portion of the Account as security for a loan, nor shall the Agent or any other person or financial institution engage in any prohibited transaction, within the meaning of section 4975 of the Code, with respect to the Account.

Except to the extent otherwise required by law, none of the amounts held in the Account shall be subject to the claims of any creditor of you or your beneficiary, nor shall you or your beneficiary have any right to anticipate, sell, pledge, option, encumber or assign any of the benefits, payments, or proceeds to which you may be entitled under the Agreement.

Any dispute, controversy, or claim arising out of, or relating to, the Agreement shall be submitted for and settled by binding arbitration upon receipt by either you or the Agent of a written notice calling for such. A single arbitrator appointed by the American Arbitration Association shall conduct arbitration under the commercial rules then prevailing of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceeding shall be awarded reasonable attorney fees and all other costs and expenses incurred directly in connection with the proceedings, unless the arbitrator for good cause determines otherwise.

If any question arises as to the meaning of any provision of this Agreement, then the Agent shall be authorized to construe or interpret any such provision, and the Agent's construction and interpretation shall be binding upon you and your beneficiary. Throughout this Agreement, the singular form includes the plural where applicable.

If this account is being set up as an MSA, any provision of this Agreement which would disqualify the Account as a MSA for purposes of the Code, shall be disregarded to the extent necessary to make the Account qualify as an MSA under the Code.

The headings and articles of this Agreement are for convenience of reference only, and shall have no substantive effect on provisions of this Agreement. The provisions of this Agreement shall be construed and interpreted in accordance with the internal laws of the state in which the Agent's principal office is



located, except to the extent superseded by applicable federal law. Notwithstanding any other articles which may be added or incorporated into this Agreement, the provisions of Articles I through IX hereof and this sentence will be controlling. Any additional articles or provisions that are not consistent with Section 223, sub-sections, applicable rulings, and provisions of the Code will be invalid.

This Agreement is part of a series of documents and agreements executed by the Parties relating to the Account, all of which shall be construed consistently to give effect to the intent of the Parties. By executing the Application, you are bound by the terms and conditions of this Agreement.

DISCLOSURE STATEMENT

Overview: This program provides the account owner with a secure, interest bearing, FDIC-insured bank account. The purpose of this account is to hold and provide access to settlement funds resulting from a workers' compensation case. The settlement agreement may result in the creation of a Medicare Set-Aside (MSA) for the benefit of the injured party. If the settlement results in a MSA, the interest bearing account is created from a portion of the settlement proceeds to be used to pay future medical expenses that are (1) related to the job injury; and (2) would otherwise be payable by Medicare. Medicare becomes a secondary payer with regards to the settlement dollars, meaning the MSA funds must be spent before Medicare begins to cover medical costs.

General Requirements of the bank account: Settlement funds to your Account must be made in the form of a check or as an Electronic Funds Transfer (EFT). Your regular annual contributions for any year may be deposited at any time during that year.

The Account must pay interest to the account owner. No portion of your deposits will be invested in equities that place the principal at risk. The assets in your Account may not be commingled with other property except in a common trust fund or common investment fund. You may not invest Account assets in collectibles (as described in Section 408(m) of the Code). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the IRS.

Deposits to the Account: The settlement funds deposited into the Account are excludable from taxable income, however, interest earned on the account balance is taxable.

Deposits must be made in the form of a check or as an Electronic Funds Transfer (EFT). Deposits can be made by you or by entities on your behalf.

Distributions: The Account Owner is responsible for when and how distributions are used. If your settlement agreement requires funds set-aside to be used for related medical expenses, then you are solely responsible for the proper use of your account funds. For Medicare Set-aside Arrangements, misuse of funds can put your Medicare Benefits at risk. Funds misused must first be returned to the Account and spent on qualified medical expenses before Medicare payments will start.



Please see the terms of your settlement agreement for other spending limitations.

Distributions made to the beneficiary(ies) upon the death of the Account Holder; If the Account Holder designated his/her spouse as the designated beneficiary, the surviving spouse shall be treated as the account holder of the Account after the Account Holder's death. This means that when the Account Holder dies, if the surviving spouse is the designated beneficiary, then the surviving spouse assumes such account automatically. Non-spouse beneficiaries will receive the balance by check upon the proper submission of a Distribution form and a copy of the Account Owner's death certificate.

In general, distributions made to a beneficiary shall not be taxable, but consult your tax consultant or accountant for tax advice specific to the decedent's estate and your states tax laws.

Reporting Requirement: Each year, the Agent will report to the IRS and to you, as required by the Code. A Tax Form 1099-INT will be made available before the regulatory deadline. The form 1099-INT reflects interest earned and paid your Account. Additional reporting may be required by you upon completion of your Tax Form 1040.

Transfers: The direct transfer to a of all or a portion of your funds is permitted from this Account or vice versa. Transfers do not constitute a distribution since you are never in receipt of the funds. The monies are transferred directly to the new trustee or custodian or financial institution.

TERMS & CONDITIONS STATEMENT

Agreement: These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "the Agent" mean DataPath Financial Services, and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without the Agent's written consent.

Much of the Agent's relationship with the deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death, and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this form is to:

1. Summarize the rules applicable to the more common transactions;
2. Establish rules to govern transactions or circumstances, which the law does not regulate; and
3. Establish rules for certain events or transactions which the law already regulates but permits variation by agreement



The Agent may permit some variations from this standard agreement, but any such variations must be agreed to in writing.

Liability: You agree to the terms of this Account and the schedule of charges that may be imposed. You authorize the Agent to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges the Agent may impose for services you request which are not contemplated by this agreement. You agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs the Agent incurs to collect the deficit including, to the extent permitted by law, the Agent reasonable attorney's fees.

Deposits: Any items, other than check or Electronic Funds Transfer (EFT), may not be accepted for deposit. Deposits will be given provisional credit only until collection is final. Unless otherwise disclosed, interest on non-consumer accounts will be paid only on collected funds, subject to minimum balance or other limitations, if any. The Agent is not responsible for transactions initiated by mail or outside depository until the Agent actually records them. All transactions received after the Agent's "daily cutoff- time" on a business day the Agent is open, or received on a day in which the Agent is not open for business, will be treated and recorded as if initiated on the next following business day that the Agent is open.

Withdrawals: Unless otherwise clearly indicated on the account records, only you may withdraw or transfer all or any part of the account balance at any time on forms approved by the Agent. The Agent may charge a check against your account, even though payment was made before the date of the check, unless you have given the Agent written notice of the post-dating. The fact that the Agent may honor withdrawal requests that overdraw the finally collected account balance does not obligate the Agent to do so, unless required by law. Withdrawals will first be made from collected funds, and the Agent may, unless prohibited by law or the Agent's written policy, refuse any withdrawal request against uncollected funds, even if the Agent's general practice is to the contrary. The Agent reserves the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if the Agent honors a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force the Agent to close this account. The Agent will use the date a transaction is completed by the Agent (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, the Agent reserves the right to require at least seven days' written notice before any withdrawal or transfer.

ACH and Wire Transfers: This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with the Agent. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, the Agent and every receiving or beneficiary financial institution may rely on the identifying number to make payment. The Agent may rely on the number even if it identifies a financial



institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If the Agent does not receive such payment, it is entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If the Agent receives a credit to an account you have by wire or ACH, the Agent is not required to give you any notice of the payment order or credit.

Ownership of Account and Beneficiary Designation – You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the application. The Agent makes no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom the Agent pays the account funds. This is an Individual Account and therefore is owned by one person.

Amendments & Termination – The Agent may change any term of this agreement. For other changes the Agent will give you notice in writing or by any other method permitted by law. The Agent may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail.

Statements – You must examine your statement of account with “reasonable prompt-ness.” If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify the Agent of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with the Agent, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether the Agent substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to the Agent will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 20 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when the Agent makes the statement available, you cannot assert a claim against the Agent on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether the Agent exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Set-Off – You each agree that the Agent may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to the Agent now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. If the debt arises from a note, “any due and payable debt” includes the total amount of which



the Agent is entitled to demand payment under the terms of the note at the time the Agent sets off, including any balance the due date for which the Agent properly accelerates under the note. You agree to hold the Agent harmless from any claim arising as a result of the Agent's exercise of its right of set-off.

Agency (Power of Attorney) Designation – Individuals with power of attorney may make account transactions on the behalf of the parties, but have no ownership or rights at death unless named.

Privacy Protection Notice

Personal Information Privacy Protection Notice – As your Agent for the account, protecting the privacy and confidentiality of your personal information is important to the Agent. The Agent values your business and the trust you put in the Agent. To offer you the financial products and services you seek, the Agent collects, maintains, and uses information about you on a routine basis. To help you better understand how your personal information is protected, the Agent is providing you with the following statement describing the Agent's practices and policies with respect to the privacy of customer information. In the event you terminate your customer relationship with the Agent, or become an inactive customer, the Agent will continue to adhere to the policies and practices described in this notice.

Information the Agent Collects – As your trusted Agent, the Agent collects, retains, and uses personally identifiable financial information (or nonpublic personal information) about individual customers, allowed by law, to provide products and services to the Agent's customers. The Agent may collect nonpublic information from such sources as:

- applications or other forms;
- information about your transactions with the Agent, its affiliates, or others, and
- information the Agent receives from a consumer reporting agency.

Health Information the Agent Collects – The Agent may collect personally identifiable health information, like medical reports, for certain products or services that it offers. The Agent does not share personally identifiable health information with anyone except as may be requested or required in connection with processing a product or service you have requested or as required or permitted by law.

Use of Information – The Agent uses personal information in ways that are compatible with the purposes for which the Agent originally requested it. For example, the Agent will use the information you give it to process your requests and transactions, or required to support the account and its services to you. The Agent collects and use personal information to administer the Agent's business and deliver quality service to you. This may include advising you about the Agent's products or services. Unless required to meet the terms and conditions of this agreement or if required by law, your personal information will not be shared.



Who Receives Information and Why – The Agent does not disclose any nonpublic personal information about its customers, or former customers, to anyone, except as permitted by law or this agreement. The Agent may exchange such information with its affiliates and certain non-affiliated third parties (under limited circumstances) to the extent permissible under law to service your account, report to credit bureaus, manage risk, and other financial services related activities.

Accuracy and Right to Correct – The Agent continually strives to maintain complete and accurate information about you and your accounts. Should you ever believe that the Agent’s records contain inaccurate or incomplete information about you, please notify the Agent. The Agent will investigate your concerns and correct any inaccuracies.

How the Agent Protects Your Information – The Agent restricts access to your personal and account information to those employees who need to know that information to provide products or services to you. The Agent maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. Your confidence in the Agent is important and the Agent wants you to know that your personal and account information is safe.