

Order Form Terms	
Services Payment Method	Fees (including postage) will be invoiced monthly in arrears and based upon actual Customer usage of Services except for the Services with fixed fees. Such Fees will be automatically debited from Customer's bank account by OSV via ACH transaction after the invoice is issued per payment terms. Customer will be invoiced for all Enablement Fixed Fees upon execution of the Order Form per payment terms.
Funding Terms for Invoice Pay + Supplier Management or Premium AP	<p>ACH</p> <p>Should OSV be providing Services that require payment on behalf of the Customer by OSV, the customer must finalize and approve their supplier payments in Workday which must be fully funded prior to OSV disbursing related payments to the applicable vendors. Customer acknowledges to accept full responsibility for any return ACH fees and late payment or penalty fees for any potential late vendor payments if funds are not received in a timely manner.</p>
Prefunding and Funding Terms – myFlexSpend	<ol style="list-style-type: none"> 1. Prefunding Process <ol style="list-style-type: none"> 1.1. OSV will advance the debit card spend on behalf of Customer and then recoups the debit card spend daily from the Customer's designated bank account. The Minimum Prefunding Amount shall be paid to OSV no later than 3 weeks prior to Services Start Date via Reverse Wire (initiated by OSV) or Direct Wire (initiated by Customer). 1.2. Customer must pay to OSV in advance as prefunding for Transactions arising under all Plans in accordance with (1.2.1) and (1.2.2) below. Customer acknowledges and agrees that: (i) all prefunded amounts paid to OSV are (1) not "Plan assets" of any Customer Employee benefit plan (2) consist solely of general assets of the Customer, and (3) do not consist of contributions made by any Participant of an underlying Plan; and (ii) OSV is hereby appointed as Customer's agent with respect to such funds for the limited purpose of holding such funds for the sole purpose of satisfying Customer's obligation to fund Transactions hereunder. <ol style="list-style-type: none"> 1.2.1. Prefunding ratio should be reviewed by Customer and OSV annually, and any time there is a material change in annual run-rate debit card activity (20% or more). OSV reserves the right to monitor and request additional prefunding to maintain an ongoing prefunding ratio of 3%. 1.2.2. In the event a Customer terminates the myFlexSpend Service, a case should be submitted to OSV Treasury requesting the return of the Minimum Prefunding Amount: <ol style="list-style-type: none"> 1.2.2.1. Customer bank account to return prefund: <ol style="list-style-type: none"> 1.2.2.1.1. Routing number 1.2.2.1.2. Account number 1.2.2.1.3. Amount to return 1.2.2.2. If any failed Customer ACH amounts are still outstanding upon termination, those amounts will be withheld from the amount of the refund of the Minimum Prefunding Amount 2. "myFlexSpend Payroll Transaction funding" <ol style="list-style-type: none"> 2.1 All myFlexSpend Payroll Transaction funding must be funded timely by Customer for Customer Employee accounts to be credited timely. 2.2 Failure to fund timely could result in deactivation of all Customer Employee accounts. 3. "Card transactions & Claims based funding" is defined as the funding for approved daily card transactions and claims. <ol style="list-style-type: none"> 3.1. "Card transactions & Claims based funding" applies to all notional accounts including but not limited to Medical Flexible Spending Account, Limited Purpose Flexible Spending Account and any Transiter/Commuter or Parking Accounts. 3.2. Money movement for "Card transactions & Claims based funding" will need to be Same Day ACH (this requires mutual agreement by OSV and Customer and is subject to daily ACH amount limitations) or Reverse Wire. 4. Failure to fund timely could result in deactivation of all Customer Employee accounts.
Ancillary Items Pricing List	The ancillary items pricing list sets forth the pricing for the ancillary items. The ancillary items pricing list is incorporated into this Order Form by this reference for all purposes and is available in OSVAtmosphere.
Customer Employee Fraudulent Check Negotiation	Customer will reimburse OSV for any checks, costs, and expenses resulting from a current or former Customer Employee (collectively a "Customer Employee") receiving payment on the same Customer Employee check issued to the Customer Employee by OSV in regard to a Fraudulent Check Negotiation by the Customer Employee. A "Fraudulent Check Negotiation" occurs when a Customer Employee receives either: (1) a payroll check that the Customer Employee deposits electronically and also negotiates the same payroll check at a third-party check cashing facility, or (2) a replacement payroll check provided by OSV for an original payroll check which the Customer has requested OSV to issue a stop payment order to OSV's financial institution, and the Customer Employee deposits and receives payment on both the original payroll check and the corresponding replacement payroll check.

Unemployment Claims Management	<p>1. Monthly Fee - The monthly fee to be paid to OSV for the unemployment cost management Service to be rendered to Customer shall be payable monthly (the “Fixed Fee Amount”). The usage of each service shall accrue against the Fixed Fee Amount.</p> <p>1.1. Accrual per unit/line item</p> <table><tr><th>Non-Contested Claims</th><th>Contested Claims</th><th>Hearing Consult Only</th><th>Hearing Attend</th><th>Number of SUI Accounts</th></tr><tr><td>\$14.17</td><td>\$26.52</td><td>\$70.20</td><td>\$292.50</td><td>\$146.25</td></tr></table> <p>2. Excess Claims Fee - Should the total annual accrual for claims received in an agreement year exceed 100% of the Fixed Fee Amount, a reconciliation of such excess amount will be payable to OSV by Customer and payable in accordance with payment terms otherwise agreed to by OSV and Customer. In such case, the monthly fee for the next agreement year may be increased to the amount which reflects the total accrual for the preceding year.</p>	Non-Contested Claims	Contested Claims	Hearing Consult Only	Hearing Attend	Number of SUI Accounts	\$14.17	\$26.52	\$70.20	\$292.50	\$146.25
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Included Features	<p>The employee financial wellbeing features such as Earned Wage Access, Payroll Card, Payroll Bill Pay, Verification Services, Direct Deposit Switching, W-2 Import, and myFlexWallet are included as outlined in the Administrative Service Guide (Some of the features are not available in all countries).</p>										