

This agreement applies if you have elected a SimplePay Health HDHP Plan.

# VIVE

## LOAN AGREEMENT

### SimplePay Health HDHP Plan

**Lender:** Vive Benefits, Inc.  
**Employer:** HireRight, LLC (Genuine Financial Holdings, Inc.)  
**Date:** January 1, 2022

We are providing the disclosures in the tables below as required by law. These tables are estimates only, based on what we have predicted for the average employee. Your own payment obligations will depend on whether you incur covered expenses and whether you use the credit that is available to you under this Loan Agreement. Your actual amounts may be higher or lower than the amounts shown above. Your actual payment schedule will also depend on whether and when you access any Loan.

You can find information about the loan(s) you take and your obligation to make payments in the Vive portal that will be provided to you.

The following table applies if you are enrolled in the individual plan – “(e)” means estimate:

<b><u>ANNUAL PERCENTAGE RATE</u></b>	<b><u>FINANCE CHARGE</u></b>	<b><u>Amount Financed</u></b>	<b><u>Total of Payments</u></b>
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
<b>0%</b>	<b>\$0</b>	\$ 2,000 (e)	\$2,000 (e)

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>57 (e)</u>	<u>\$ 32.31 (e)</u>	<u>\$32.31 bi-weekly, beginning on 01/15/2022 (e)</u>
<u>1 (e)</u>	<u>\$29.09 (e)</u>	<u>5/18/2024 (e)</u>

**Late Charge:** If a payment is more than 15 days late, you will be charged \$ 25 if outstanding loans are less than \$1,500 or \$50 if outstanding loans are greater than \$1,500. See 2.7 for details.

See your contract documents for any additional information about nonpayment, default, and any required payment in full before the scheduled date.

The following table applies if you are enrolled in the family plan – “(e)” means estimate:

<p><b><u>ANNUAL PERCENTAGE RATE</u></b> The cost of your credit as a yearly rate <b><u>0%</u></b></p>	<p><b><u>FINANCE CHARGE</u></b> The dollar amount the credit will cost you <b><u>\$0</u></b></p>	<p><b>Amount Financed</b> The amount of credit provided to you or on your behalf \$ 4,000(e)</p>	<p><b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled \$4,000 (e)</p>
<p><u>Your payment schedule will be:</u></p>			
<p>Number of Payments</p>	<p>Amount of Payments</p>	<p>When Payments Are Due</p>	
<p><u>57 (e)</u></p>	<p><u>\$64.62 (e)</u></p>	<p><u>\$64.62 bi-weekly, beginning on 01/15/2022 (e)</u></p>	
<p><u>1 (e)</u></p>	<p><u>\$58.18 (e)</u></p>	<p><u>5/18/2024 (e)</u></p>	
<p><b>Late Charge:</b> If a payment is more than 15 days late, you will be charged \$ 25 if outstanding loans are less than \$1,500 or \$50 if outstanding loans are greater than \$1,500. See 2.7 for details.</p>			
<p>See your contract documents for any additional information about nonpayment, default, and any required payment in full before the scheduled date.</p>			
<p><b>Fees</b></p>			
<p><b>Late Payment</b></p>		<p>Up to <b>\$50</b></p>	

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided at the end of the agreement below.

Itemization of Amount Financed if You Are Enrolled in The Individual Plan

- (1) Amounts to be paid to third parties as requested by you: \$2,000 (e)
- (2) Total Amount Financed: \$2,000 (e)

Itemization of Amount Financed if You Are Enrolled in The Family Plan

- (1) Amounts to be paid to third parties as requested by you: \$4,000 (e)
- (2) Total Amount Financed: \$4,000 (e)

## 1.0 Background

The borrower (“you” or “Borrower”), who has executed this Agreement with your electronic signature, is a current employee of Employer and you have enrolled in Employer’s SimplePay Health Enhanced HDHP or SimplePay Health Value HDHP (“**Plan**”). As a result, you are automatically enrolled in the Standard Vive Program (“**Program**”) which you can opt out, at any time, or you may elect (subject to your Employer’s approval) to enroll in the Super Saver Vive Program. In this Program, you may borrow money from Lender pursuant to this Agreement (“**Loan**”). Loans may only be used to pay **Qualified Medical Expenses** (as defined by the IRS Code governing HSA distributions) prescribed by the Plan (“**Plan Qualified Medical Expenses**”). Employer sponsors the Loan arrangements offered by the Program as an employee benefit to its employees who choose to participate in the Program.

Subject to the conditions of this Agreement, Loans will be available beginning on 01/01/2022, and ending on the first to occur of the following: (i) 12/31/2022, (ii) the date you terminate your enrollment in the Plan due to a **Qualifying Event** (as defined in your Plan documents), and (iii) your termination of employment with Employer, whether voluntary or involuntary. The period from 01/01/2022 until 12/31/2022 is referred to the “**2022 Plan Period.**”

During the Open Enrollment Period, for the 2022 Plan Period, you may have elected to make contributions to your HSA (“**Employee HSA Contribution**”). Employer has agreed to contributions of up to \$1,820 for Employees enrolled in the individual plan and up to \$2,640 for Employees enrolled in the family plan per the 2022 Plan Year, subject to the terms of the Plan (“**Employer HSA Contribution**”), payable bi-weekly during the Employment Period.

## 2.0 Loans and Interest

### 2.1 Receiving a Loan

*For Standard Vive Participant:* As part of the **Program**, you will be issued an access card (“**Card**”), which will be linked to your Health Savings Account (“**HSA**”) and may be used to pay for **Qualified Medical Expenses** subject to the available balance in your HSA. When you incur a **Plan Qualified Medical Expense**, the payment will automatically first draw from the available balance in your HSA. The Credit Limit will be available to fund **Plan Qualified Medical Expenses** if the amount of the payment exceeds the available balance in your HSA. The difference, up to the available Credit Limit, will be funded to you as a Loan under the Program to complete the requested purchase.

Lender has assigned you an annual Credit Limit beginning on 01/01/2022. **For the 2022 Plan Period**, this Credit Limit is defined in the table below based on the SimplePay Health Plan and coverage level selected for enrollment:

<b>Enrolled SimplePay Health Plan Name:</b>	<b>Credit Limit for Individual Coverage:</b>	<b>Credit Limit for Family Coverage:</b>
SimplePay Health <b>Enhanced</b> HDHP	\$3,350	\$6,700
SimplePay Health <b>Value</b> HDHP	\$5,000	\$10,000

The Credit Limit will be reduced from time to time by an amount equal to the sum of borrowed funds made under this Agreement and Employee HSA Contributions and Employer HSA Contributions that have been made during the 2022 Plan Period. Once the **Credit Limit** has been reduced to \$0, no further Loans will be made. Repayment of Loans will not increase the Credit Limit.

*For SuperSaver Participant:* As a participant in the Super Saver Vive Program, you will be issued a Card which will be linked to your HSA and may be used to pay for Qualified Medical Expenses subject to the balance in your HSA. Your **Plan Qualified Medical Expenses** will be invoiced at the end of the month for payment by a method (e.g. debit card, credit card, ACH bank account) you designate in the SimplePay platform (“**Designated Source**”). If there are insufficient funds available from the Designated Source to pay the Plan Qualified Medical Expenses, you will be converted automatically and immediately to the Program.

Lender makes Loans available to you as a benefit pursuant to an agreement with your Employer. Lender’s obligation to honor any Loan request is subject to both the terms of this Agreement and the terms of Lender’s agreement with Employer. If either this Agreement or Lender’s agreement with Employer is terminated, then Lender will not be obligated to make any new Loans.

Lender will send you a monthly statement for any monthly billing period during which you obtain a Loan or when any Loan is outstanding.

## **2.2 Reimbursement of Failed HSA Transfers**

If you use the Program to make a payment for a **Plan Qualified Medical Expense** and Lender was unable to collect the requested funds from your HSA, then you agree to reimburse Lender for the funds borrowed. Until such time as Lender is reimbursed, the borrowed funds will be considered a Loan under the Program and will be subject to Section 2.3.

## **2.3 Repayment of Loans**

During your employment period, the outstanding balance of the Loans will be repaid to Lender bi-weekly (i.e. every 14 days) pay period through an after-tax payroll deduction until all Loans have been repaid. This will be an amount per month equal to the greater of: (i) \$ 70.00 for employees enrolled in an individual plan or \$140.00 for employees enrolled in a family plan, or (ii) the per paycheck

Employee HSA Contribution based on the HSA Contribution Election Amount you made during the Open Enrollment Period plus the Employer Matching HSA Contribution (the “**Principal Repayment**”). If the amount due under this Agreement is less than the Principal Repayment amount, then only the outstanding balance may be withheld from your after- tax payroll.

If you are a participant in the Super Saver Vive Program, you will repay any Loan on a monthly billing cycle with funds available from the **Designated Source**. If insufficient to fund, you will be moved immediately to Standard Vive Program and be subject to repayment terms of that Program.

Upon your termination of employment with Employer, whether voluntary or involuntary, you agree that Lender may instruct Employer to (i) make a special employee HSA contribution from your final paycheck that is equal to the total of all **Qualified Medical Expenses** paid using the Card in the **2022 Plan Period** less the sum of all **Employer HSA Contributions** and **Employee HSA Contributions** up to (but not including) your final paycheck, (ii) distribute that special employee HSA contribution to you and (iii) withhold and pay on your behalf to Lender the lessor of the total of all outstanding Loans and other amounts you owe under this Agreement or fifty percent (50%) of all amounts that are paid by Employer to you following the notice that your employment is terminating.

If there is a loan balance remaining after withholding the amount calculated in (iii) of the preceding paragraph, you must pay Lender the **Principal Repayment** on the 15th day of each month until all Loans have been paid in full. You must provide Lender notice if your employment ends, and then follow the payment instructions that Lender provides.

## 2.4 Additional Requirements for Funding Loans

Your ability to request a Loan is subject to satisfaction of all of the following conditions:

- a. You have completed the onboarding process.
- b. No Termination Event has been triggered.
- c. You have authorized and instructed Employer to withhold the **Principal Repayment** amount from your paycheck and to direct the funds to Lender to be applied against the amount of your outstanding Advances.
- d. When using the Card, the requested payment to be funded must fall within the approved Merchant Category Codes (“MCC”) as configured by the merchant.
- e. When requesting a Loan for reimbursement of a Plan Qualified Medical

Expense under 2.1, you must first submit or upload a copy of the invoice and proof of payment, such as a copy of a check or your credit card statement. You are not in default of this Agreement within the meaning of Section 6.0 below.

## **2.5 Prepayment**

You are permitted, but not required, to pre-pay a portion or all of the outstanding Loans at any time. There is no penalty or other charge for you to repay a Loan early.

## **2.6 Interest**

During the time you are an employee of Employer, you will not be charged any interest on Loans. If your employment with Employer is terminated, whether voluntary or involuntary, interest on Loans will continue to be charged in an amount equal to 0% per annum, however, you will be subject to payment of Late Fees according to Section 2.7 below.

## **2.7 Late Fees**

You hereby acknowledge and agree that any Principal Repayment that is more than 15 days late will be subject to a late fee of (i) \$25 if outstanding Loans are less than \$1,500 or (ii) \$50 if outstanding Advances are greater than \$1,500 or (iii) if applicable, a lesser amount permissible under state law in the state where you reside.

## **3.0 Request for Medical Expense Invoices**

Lender may request that you submit invoices supporting payments made using the Card.

## **4.0 Worker's Compensation, Leave of Absence & Furlough**

If you are absent from work due to a worker's compensation claim, leave of absence or furlough and are not on the Employer payroll during that period, but are still considered an employee of Employer, you will still be required to make the **Principal Repayment(s)** and HSA Contributions during that time shall be suspended until such time you are back on the payroll. However, Employer will (a) continue to pay the applicable administrative fees; (b) remit amount equal to your payroll deduction if you are receiving salary continuation; and, (c) restore payroll deductions immediately once you are on Employer's payroll. If you miss a payment, you will be charged a late fee provided in Section 2.7.

## **5.0 Termination Events**

### **5.1 Termination Due to a Qualifying Event**

If you terminate your enrollment in the Program due to a **Qualifying Event**, you will no longer be eligible to receive Loans under this Agreement. If there are outstanding Loans under this Agreement at such time, **Principal Repayment** via the automatic payroll withholdings will continue until all outstanding Loans have been repaid to Lender.

## **5.2 Termination of Employment**

Upon your termination of employment with Employer, whether voluntary or involuntary, you will no longer be eligible to receive Loans under this Agreement. You will continue to be responsible to make the **Principal Repayment(s)** until all outstanding Loans have been repaid in full.

## **5.3 Termination of Plan by Employer**

Pursuant to the Plan documents, Employer may amend or terminate the **Program** at any time. If Employer terminates the Program, no further Loans will be made under this Agreement, but **Principal Repayment** will continue via automatic payroll withholdings until all outstanding Loans have been paid in full.

## **5.4 Termination by Lender**

Lender may terminate your ability to take further Loans at any time if: (a) Employer is in breach of the Master Services Agreement between Employer and Vive; or, (b) Employee is in breach of this Loan Agreement including, by way of example and not exclusion, uses the Card other than for Qualified Medical Expenses. If Lender terminates further Loans, no further Loans will be made under this Agreement, but **Principal Repayment** will continue via automatic payroll withholdings until all outstanding Loans have been paid in full.

## **6.0 Default**

If during the Employment Period You default on your Principal Repayment or Lender or Employer determines that Loans were used to fund expenses other than Qualified Medical Expenses, you will no longer be eligible to obtain Loans under this Agreement and all outstanding Loans will become due and payable. If your employment with Employer is terminated, whether voluntary or involuntary, and you default on your Principal Repayment, all outstanding Loans will become due and payable.

## **7.0 Term of Agreement**

This Agreement will remain in full force and effect until all Loans have been paid in full.

## 8.0 Arbitration

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) an Advance; iii) a purchase made using a Loan; iv) billing or collection of amounts due under this Agreement; v) the amount of available funds for Loans; vi) advertisements, promotions or oral or written statements related to this Agreement, as well as goods or services purchased with Loans; vii) the benefits and services related to this Agreement; or viii) transactions on your Card, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

Lender will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about the AAA, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; or iii) any transfer, sale or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACCESS ANY ADVANCE. CALL [1-833-635-6294] TO CANCEL THIS AGREEMENT.



This Arbitration Section does not apply to you if you are a Covered Borrower as defined in Section 9.0.

## **9.0 Miscellaneous**

This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

Federal law provides important protections to members of the Armed Forces and their dependents (“**Covered Borrowers**”) relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

From time to time Lender may monitor and/or record telephone calls with you to assure the quality of customer service or as required by applicable law.

Lender may assign this Agreement, balances you owe, or any of its rights and obligations under this Agreement.

Lender may enforce the terms of this Agreement at any time. Lender may delay enforcement without losing its right to enforce this Agreement at a later time. Lender may waive any provisions of this Agreement at any time, but any waiver will not obligate Lender to waive the same provisions or any other provisions of this Agreement at any other time. If any terms of this Agreement are found to be unenforceable, Lender may still enforce the other terms.

Lender may amend or change any provision in this Agreement, or add new provisions, or delete provisions, by providing notice to you. You may have the right to reject those changes by notifying Lender as described in the notice.

### **Your Billing Rights: Keep This Document For Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### *What To Do If You Find A Mistake On Your Statement*

If you think there is an error on your statement, write to us at:

Vive Benefits, Inc., 110 Plaza West 3031 Tisch Way, San Jose, CA 95128

You may also contact us at support@vivebenefits.com

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### *What Will Happen After We Receive Your Letter*

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question, or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your statement is correct.

# HDHP Plan

**ACKNOWLEDGED & AGREED TO BY:**

Signature

Printed Name

Date