

# Remodel Health Commercial Prepaid Card Program

## Business Cardholder Agreement

*Effective Date: May 13, 2026*

This Cardholder Agreement ("**Agreement**") governs the issuance and use of prepaid commercial cards under the Remodel Health Commercial Prepaid Card Program ("**Program**"). The Program is offered by Cross River Bank, Member FDIC ("**Issuer**" or "**Bank**"), with platform and administrative services provided by Remodel Health or ("**Company**").

This Agreement is entered into between the Issuer and the business entity identified on the Program application or otherwise enrolled in the Program (the "**Business Cardholder**", "**you**", or "**your**"). The Program is a commercial prepaid card program intended solely to facilitate the Business Cardholder's payment of individual health insurance premiums for its eligible employees in connection with an Individual Coverage Health Reimbursement Arrangement (ICHRA) or similar employer-sponsored benefit arrangement administered on the Remodel Health platform.

By submitting a Program application, funding the Card Funding Account, or causing any Card to be issued, activated, or used, you agree to be bound by this Agreement.

## 1. NATURE OF THE PROGRAM

The Program provides reloadable, virtual-only prepaid commercial cards issued for the Business Cardholder's exclusive business use in paying individual health insurance premiums to designated insurance carriers.

- The Program is a commercial prepaid arrangement. It is not a consumer account, payroll card, or gift card, and is not intended for personal, family, or household purposes.
- The Cards are not credit cards; no credit is extended.
- All transactions are authorized against the prefunded Available Balance.
- Cards are issued only in virtual form; no physical cards or digital wallet tokens are provided.
- The Program does not permit ATM access, cash withdrawals, foreign-currency transactions, or point-of-sale purchases.

Participation in the Program does not create any consumer, fiduciary, trust, or individual deposit relationship between the Issuer and any employee or beneficiary of the Business Cardholder.

## 2. PROGRAM ADMINISTRATION

The Issuer retains ultimate responsibility for issuance of Cards and oversight of the Program, subject to applicable law. Certain services are provided by Remodel Health and one or more third-party service providers acting on behalf of the Issuer or the Business Cardholder, as applicable. Such service providers:

- Are not parties to this Agreement;
- Do not assume contractual obligations to the Business Cardholder beyond those expressly set forth in separate agreements between them and the Business Cardholder or Remodel Health; and
- Act solely as service providers to the Issuer, Remodel Health, or both.

## 2.1 Remodel Health as Authorized Administrator

The Business Cardholder appoints Remodel Health as its authorized administrator and agent for purposes of operating the Program on its behalf, including:

1. configuring Card Subaccounts and authorization controls,
2. submitting Card credentials to Designated Carriers and originating ACH premium payments,
3. reconciling Card Subaccount and Card Funding Account activity, and
4. communicating with the Issuer and its service providers in connection with the Program.

The Business Cardholder is responsible for, and is bound by, all actions taken by Remodel Health in its capacity as administrator hereunder. This appointment does not transfer ownership of funds in the Card Funding Account or in any Card Subaccount to Remodel Health, and Remodel Health does not become a party to this Agreement by reason of this appointment.

## 3. DEFINITIONS

**Authorized Representative.** An officer, employee, or agent of the Business Cardholder with authority to bind the Business Cardholder, including authority to submit Program applications, authorize funding, and direct the issuance of Cards.

**Available Balance.** The funds allocated to a Card Subaccount that are available for authorization after deducting pending transactions, holds, and adjustments, plus any additional funds in the Card Funding Account that may be drawn upon through On Demand Funding as described in Section 6.

**Card.** A virtual prepaid commercial card issued by the Issuer under the Program, enabled for use on one or more payment card networks designated by the Issuer (each, a "Payment Network"), including any associated network tokens or credentials used to facilitate transactions.

**Card Funding Account (CFA).** The single commercial deposit account maintained by or on behalf of the Issuer for the Business Cardholder that holds all funds contributed by or on behalf of the Business Cardholder under the Program. The CFA is used to fund Card Subaccounts, settle Card transactions, originate ACH premium payments, and cover authorization shortfalls through On Demand Funding.

**Card Subaccount.** An internal administrative record maintained by or on behalf of the Issuer that allocates a portion of the funds in the Card Funding Account to a specific Card for the purpose of tracking premium payments for a administrative convenience of the Business Cardholder and are not separate deposit accounts.

**Designated Carrier.** The insurance carrier to which a specific Card is locked and to whom premium payments may be made using that Card.

**On Demand Funding (ODF).** The mechanism by which unallocated funds in the Card Funding Account are applied in real time to cover an authorization that exceeds the amount allocated to a Card Subaccount, as further described in Section 6.

**Program Rules.** This Agreement, applicable Payment Network rules, Issuer requirements, and applicable law.

**Remodel Health Platform.** The software platform, portals, APIs, and related technology operated by Remodel Health through which the Business Cardholder administers the Program, including carrier enrollment, employee eligibility tracking, funding, and Card Subaccount administration.

## 4. ACCEPTANCE AND AUTHORITY

This Agreement becomes binding upon the earliest of:

- Submission of a Program application by or on behalf of the Business Cardholder;
- Funding of the Card Funding Account in respect of the Business Cardholder;
- Issuance, activation, or use of any Card on behalf of the Business Cardholder; or
- Continued participation in the Program after notice of amendment.

You represent and warrant that:

- You are a duly organized, validly existing business entity in good standing under the laws of your jurisdiction of formation;
- The individual accepting this Agreement is an Authorized Representative with full authority to bind the Business Cardholder;
- The Program will be used solely for legitimate commercial purposes in connection with the payment of individual health insurance premiums for your eligible employees; and

## 5. ACCOUNT STRUCTURE AND OWNERSHIP OF FUNDS

### 5.1 Card Funding Account

All amounts funded into the Program by or on behalf of the Business Cardholder are held in a single Card Funding Account maintained by or on behalf of the Issuer for the Business Cardholder. The Card Funding Account is a commercial deposit arrangement established and used for the funding of Card Subaccounts, the settlement of Card transactions, the origination of ACH premium payments, and the

coverage of authorization shortfalls through On Demand Funding. It is not a consumer deposit account, payroll card account, trust account, or custodial account, and does not create a fiduciary relationship among the Issuer, Remodel Health, their respective service providers, or any employee of the Business Cardholder.

## 5.2 Card Subaccounts Are Administrative

For operational convenience, the Issuer or its service providers maintain Card Subaccounts as internal records reflecting the allocation of funds within the Card Funding Account to specific Cards, Designated Carriers, and employees for whom premium payments are to be made. Card Subaccounts are not separate accounts and do not confer any deposit, ownership, or beneficial interest in any funds on any employee or other third party. The establishment, closure, reallocation, or suspension of a Card Subaccount is an administrative matter governed by this Agreement and the Program Rules.

## 5.3 Ownership of Funds

The Business Cardholder is the sole owner of all funds held in the Card Funding Account, including both the employer-contribution portion and any employee payroll-deduction portion aggregated and remitted by the Business Cardholder. Employees have no ownership, withdrawal, access, or other rights in the Card Funding Account or in any Card Subaccount.

## 5.4 Employees Are Not Parties

Employees of the Business Cardholder are not cardholders, account holders, or parties to this Agreement. Employees do not receive, handle, or have access to Cards, Card credentials, or Card Subaccount balances. Remodel Health personnel submit Card credentials directly to Designated Carriers in order to effect premium payments; at no time are Card credentials surfaced to the employee. No individual agreement between the Issuer and any employee is formed by the establishment of a Card Subaccount or the issuance of a Card.

## 5.5 No Interest; FDIC Treatment

Funds associated with the Program:

- Are not FDIC insured; and
- Do not earn interest.

Funds are held in one or more FBO Accounts maintained by or on behalf of the Issuer for operational and settlement purposes. Such funds are not held for the benefit of any individual. The Card Funding Account functions solely as a commercial prefunding

mechanism. It is not a consumer deposit account, trust account, or custodial account and does not create a fiduciary relationship between the Issuer, the Company, any service provider, and the Business Cardholder.

## 6. FUNDING

### 6.1 Funding Method

Funding of the Card Funding Account is effected solely by ACH credit originated from a U.S. commercial deposit account of the Business Cardholder. The Business Cardholder authorizes the Issuer, Remodel Health, and their respective service providers to receive funding into the Card Funding Account and to allocate such funds to Card Subaccounts in accordance with the Business Cardholder's instructions on the Remodel Health Platform. Cash loads, retail loads, and consumer loads are not permitted.

### 6.2 Minimum Balance

The Business Cardholder shall maintain in the Card Funding Account an aggregate balance sufficient to (a) fund the monthly premium allocations across all Card Subaccounts and (b) cover anticipated authorization variances resulting from premium rate changes, plan changes, or timing mismatches. The Issuer or Remodel Health may require the Business Cardholder to maintain a minimum aggregate balance in the Card Funding Account as a condition of continued Program participation.

### 6.3 On Demand Funding

If an authorization exceeds the amount allocated to a Card Subaccount, unallocated funds in the Card Funding Account may be applied in real time to cover the authorization ("On Demand Funding"). On Demand Funding is a reallocation of the Business Cardholder's own funds within the Card Funding Account and does not create an extension of credit or overdraft. The Issuer may decline to process a transaction if unallocated funds in the Card Funding Account are insufficient, and neither the Issuer nor Remodel Health guarantees approval of any transaction.

### 6.4 Reconciliation

Remodel Health shall reconcile premium payments, Card Subaccount allocations, and Card Funding Account activity in accordance with the reporting made available through the Remodel Health Platform. The Business Cardholder is responsible for promptly notifying Remodel Health of any reconciliation discrepancy and for replenishing the Card Funding Account as necessary to support ongoing Program activity.

# 7. CARD ISSUANCE AND CARRIER-LOCKED USE

## 7.1 Virtual Cards Only

All Cards issued under the Program are virtual prepaid commercial cards. Cards are provisioned programmatically via API and are associated with a Card Subaccount. No physical cards, PINs, or digital wallet tokens are issued.

## 7.2 Carrier-Locked Controls

Each Card is restricted at the transaction-authorization layer to its Designated Carrier through collaborative-authorization and merchant-level controls. Authorizations attempted at any merchant other than the Designated Carrier are declined. The Business Cardholder acknowledges that these controls are enforced programmatically and that neither Remodel Health nor the Issuer warrants that any particular carrier or merchant will accept a Card.

## 7.3 Card Use

Cards are issued by the Issuer to the Business Cardholder. Card credentials are not surfaced to, provided to, or used by any employee of the Business Cardholder, any insurance carrier, or any other third party. Cards are used solely by Remodel Health, acting in its capacity as the Business Cardholder's authorized administrator under Section 2.2, to submit Card credentials to Designated Carriers for the payment of Individual health insurance premiums on behalf of the Business Cardholder. The Business Cardholder expressly authorizes Remodel Health to initiate, submit, and manage such payments, and is responsible for all transactions initiated in connection with its Card Subaccounts, including those initiated by Remodel Health on its behalf.

## 7.4 Carrier Changes

If an employee changes Designated Carrier (including during open enrollment), the Card Subaccount associated with the prior Designated Carrier will be permanently suspended and a new Card Subaccount and Card will be established for the new Designated Carrier. Funds allocated to the suspended Card Subaccount will be reallocated within the Card Funding Account in accordance with the Business Cardholder's instructions on the Remodel Health Platform.

## 8. ACH PREMIUM PAYMENTS

For Designated Carriers that do not accept payment card transactions, premium payments may be effected via ACH debit authorized by the Business Cardholder and originated from the Card Funding Account using the Program's zero-balance ACH capability, with On Demand Funding applied as needed to cover the payment amount at origination. The Business Cardholder authorizes the Issuer, Remodel Health, and their respective service providers to originate such ACH payments on its behalf. ACH payments are subject to NACHA Operating Rules and Payment Network rules, as applicable.

## 9. AUTHORIZATION CONTROLS AND LIMITS

### 9.1 Controls

The Business Cardholder may, through the Remodel Health Platform, configure or request configuration of authorization controls, including per-Card transaction limits and Designated Carrier restrictions. Authorization controls are provided as a convenience and do not guarantee transaction approval or decline. Controls may be overridden by merchant practices or Payment Network rules, and transactions permitted under applicable Program Rules may be processed notwithstanding such controls.

### 9.2 Program Limits

The following Program limits apply per Card unless otherwise agreed in writing. Limits are subject to change upon notice by the Issuer or Remodel Health, and may be modified for risk, compliance, or operational reasons.

Limit Type	Default Amount
Maximum Card Subaccount balance at any time	\$20,000
Maximum load/allocation per Card per month	\$20,000
Maximum POS transaction amount	\$20,000
Maximum POS transactions per day	\$20,000
Maximum POS transactions per month	\$20,000

ATM/cash access	Not permitted
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Limits may be enforced automatically and without notice. Availability of funds does not guarantee transaction approval.

## 10. NO OVERDRAFTS

The Business Cardholder is not permitted to overdraw the Card Funding Account. If the Available Balance and any unallocated funds in the Card Funding Account are insufficient to cover an authorization, the authorization may be declined. If, for any reason, the Card Funding Account reflects a negative balance (including as a result of a delayed or offline transaction), the Business Cardholder shall fund the shortfall promptly upon notice. The Issuer may apply any subsequent funding first to any negative balance.

## 11. OFFLINE AND DELAYED TRANSACTIONS

The Business Cardholder acknowledges that certain transactions may be authorized offline, submitted after a delay, or posted after the Available Balance has changed. The Business Cardholder authorizes the Issuer, Remodel Health, and their respective service providers to post delayed transactions upon receipt, to create temporary negative balances, and to recover any amounts owed from future funding or other lawful means. Payment Network rules govern transaction authorization and settlement priority, notwithstanding internal authorization controls.

## 12. UNAUTHORIZED USE

The Business Cardholder shall notify Remodel Health promptly, and in no event later than two (2) business days after discovery, of any suspected loss, theft, compromise, or unauthorized use of Card credentials or of the Remodel Health Platform. The Business Cardholder is responsible for all transactions authorized by it, by any Authorized Representative, or by Remodel Health acting on its behalf, including transactions occurring prior to notice of compromise. The Issuer has no obligation to investigate or reimburse losses except as expressly required by applicable Payment Network rules. Reports of suspected unauthorized activity will be reviewed in good faith in accordance with applicable card network rules and Issuer requirements.

## 13. DISPUTES AND CHARGEBACKS

- Disputes must be submitted to Remodel Health within applicable Payment Network timeframes;

- Certain transaction types may be ineligible for chargeback; and
- Provisional credits, if any, are discretionary.

Chargeback rights are governed exclusively by applicable Payment Network rules and do not constitute independent legal rights under this Agreement. This Program is commercial in nature and is not subject to Regulation E or any substantially similar consumer protection rules; the liability limits and error-resolution procedures applicable to consumer accounts do not apply.

## 14. COMPLAINTS AND ESCALATION

### 14.1 Remodel Health Customer Support

If the Business Cardholder has a complaint regarding the Program, a Card, or a Card Subaccount, it should first contact Remodel Health Customer Support:

- Phone: 844-748-3240
- Email: [care@remodelhealth.com](mailto:care@remodelhealth.com)
- Website: <https://remodelhealth.com/>

You agree to cooperate with reasonable requests for information necessary to investigate and resolve your complaint.

### 14.2 Escalation to the Issuer

If your complaint is not resolved to your satisfaction, you may request escalation to the Issuer:

- Telephone: 1-844-955-7133
- Cross River Bank Website: <https://www.crossriver.com/>

The Issuer will review and respond to complaints in accordance with applicable law and regulatory requirements.

### 14.3 Regulatory Complaints

Although the Program is offered for business and commercial use only and is not subject to Regulation E or similar consumer protection rules, the Business Cardholder may submit a complaint to the appropriate regulatory authority, including the Federal Deposit Insurance Corporation at <https://www.fdic.gov/consumer-resource-center>. Submitting a complaint to a regulator does not expand, modify, or create rights beyond those expressly provided in this Agreement. You acknowledge that the Issuer and its service providers, including the Company may respond directly to regulatory inquiries and disclose Account or transaction information as required by law.

## 15. FEES

Fees applicable to the Program, if any, are set forth in a separate Program fee schedule and may be modified upon notice as permitted by applicable law. Third-party fees imposed by merchants, carriers, or Payment Networks are outside the Issuer's control.

## 16. COMPLIANCE AND MONITORING

The Issuer and its service providers, including Remodel Health, may monitor Program activity, suspend or terminate Cards, Card Subaccounts, or the Card Funding Account, and report activity as required by law, including under the Bank Secrecy Act, OFAC sanctions programs, and applicable anti-money-laundering rules. The Business Cardholder shall cooperate with information requests reasonably necessary to satisfy the Issuer's compliance obligations.

## 17. PRIVACY AND DATA PROCESSING

Information collected in connection with the Program is processed in accordance with the Issuer's privacy policy (available at <https://www.crossriver.com/legal/privacy-notice>), Remodel Health's privacy policy, and applicable U.S. law. Remodel Health policies are incorporated into this Agreement by reference.

## 18. TERMINATION

The Business Cardholder may terminate participation in the Program at any time, subject to the settlement of pending transactions and satisfaction of any outstanding obligations. The Issuer or Remodel Health may suspend or terminate the Business Cardholder's participation, a Card, or a Card Subaccount, immediately and without prior notice, if required for legal, regulatory, risk-management, or operational reasons, or if the Business Cardholder's relationship with Remodel Health is terminated. Upon termination, the Issuer will return any remaining Card Funding Account balance to the Business Cardholder's originating funding account, subject to outstanding settlement requirements.

## 19. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Indirect, consequential, or punitive damages are excluded; and
- Liability is limited to direct damages actually incurred.

## 20. INDEMNIFICATION

The Business Cardholder agrees to indemnify and hold harmless the Issuer and its service providers, including Remodel Health from claims arising from:

- Card User actions,
- Program misuse, or
- Breach of this Agreement.

## 21. GOVERNING LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict-of-law principles, and applicable U.S. federal law. Subject to Section 22, any legal action or proceeding arising out of or relating to this Agreement or the Program shall be brought exclusively in the state or federal courts located in the State of New Jersey, and the parties consent to the personal jurisdiction and venue of such courts.

## 22. ELECTRONIC COMMUNICATIONS

The Business Cardholder consents to electronic delivery of disclosures, notices, statements, and amendments relating to the Program, including delivery through the Remodel Health Platform and by email to the address on file. Continued participation in the Program following notice of an amendment constitutes acceptance of the amended terms.

## 23. MISCELLANEOUS

### 24.1 Entire Agreement

This Agreement, together with any schedules, exhibits, and policies incorporated by reference, constitutes the entire agreement between the parties regarding the Program and supersedes all prior or contemporaneous communications.

## 24.2 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, except as expressly provided in Section 22.3.

## 24.3 Assignment

The Business Cardholder may not assign this Agreement without the Issuer's prior written consent. The Issuer and its service providers may assign this Agreement, in whole or in part, in connection with a merger, sale, program transfer, or sponsor-bank change, as permitted by law. In the event of a sponsor-bank change, the Business Cardholder will be provided notice as required by applicable law and Payment Network rules.

## 24.4 Waiver

Failure to enforce any provision of this Agreement does not constitute a waiver. Any waiver must be in writing and applies only to the specific instance.

## 24.5 Amendment

Except as otherwise required by applicable law, the Issuer may amend this Agreement at any time by posting the amended Agreement to the Remodel Health Platform or providing notice to the Business Cardholder. Amendments are effective upon the later of posting or the date specified in the notice. The Business Cardholder's continued participation in the Program constitutes acceptance of the amended terms.

## 24.6 Headings

Section headings are for convenience only and do not affect interpretation.

