

**WEX HEALTH PAYMENT CARD TRANSACTION SUBSTANTIATION WAIVER  
HOLD HARMLESS - INDEMNIFICATION AGREEMENT**

**WHEREAS**, \_\_\_\_\_ (“Employer”) and Admin America, Inc. (“TPA”) (Full legal name of Employer) have instructed WEX Health, Inc. (“WEX”), to remove all transactions from the substantiation process. Employer and TPA request this of WEX contrary to current IRS guidance issued with respect to electronic payment cards such as the Wex Health Payment Card. In consideration for WEX’s compliance with instructions of Employer and TPA, Employer and TPA shall indemnify, defend and hold harmless WEX and its parent companies (including their respective directors, officers, agents, employees, affiliates and subcontractors) from and against all claims, including suits, taxes, fines, penalties, damages and costs (including reasonable attorneys’ fees) that arise from, or are related directly or indirectly to the instructions of Employer and TPA. In addition, it is agreed by all parties that WEX may act in accordance with these instructions, and that such action shall not be considered a breach of the agreement between Employer, TPA and WEX, nor shall it be considered a breach of any applicable standard of care; and

**WHEREAS**, Employer acknowledges that the removal of transactions from the substantiation process is exclusively for the benefit of the Employer and its participating employees and is being undertaken against the advice of TPA and in consideration for TPA’s participation in this waiver process and TPA’s consent to mutually indemnify WEX for claims arising from this waiver process as described above, Employer shall additionally indemnify, defend and hold harmless TPA (including its, officers, agents, and employees) from and against all claims, including suits, taxes, fines, penalties, damages and costs (including reasonable attorneys’ fees) that arise from, or are related directly or indirectly to this waiver. In addition, it is agreed by Employer that TPA’s consent to this waiver shall not be considered a breach of any other agreement between Employer and TPA nor shall it be considered a breach of any applicable standard of care.

**IN WITNESS WHEREOF**, the Employer, TPA and WEX Health have entered into this Hold Harmless - Indemnification Agreement as of \_\_\_\_\_.

\_\_\_\_\_  
EMPLOYER (Full Legal Name)

By: \_\_\_\_\_

(Signature Must Be That of an Officer of Organization With Legal Signing Authority)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

WEX HEALTH, INC.

ADMIN AMERICA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Daniel R. Tompkins, III

Title: \_\_\_\_\_

Title: President