

# RIDER 2 — FUNDS TRANSFER

## ELECTRONIC FUNDS TRANSFER RIDER

These terms shall supplement and incorporate the terms contained in the ELECTRONIC TRADING PARTNER AGREEMENT (hereinafter referred to as the “Agreement”; see Agreement No. above). Except where otherwise noted the terms and definitions as used in the Agreement shall have the same application when used herein.

This Electronic Funds Transfer Rider (hereinafter the “EFT Rider”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_ by and between HCSC located at 300 East Randolph Street, Chicago, Illinois, 60601-5099

AND (Please print) \_\_\_\_\_

AGREEMENT NO./TAX ID.: \_\_\_\_\_

(hereinafter referred to as the “Trading Partner”) and shall remain in effect until terminated according to its term.

### RECITALS

WHEREAS, HCSC and the Trading Partner are or may become Parties to one or more business agreements pursuant to which HCSC may, from time to time, become obligated to make payments to the Trading Partner; and

WHEREAS, HCSC and the Trading Partner desire to establish terms and conditions upon which HCSC may or shall make such payment and communicate associated remittance information in electronic form;

NOW THEREFORE, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 Terms Defined in this Agreement. As used in this EFT Rider, the following terms shall have the following meanings:

- (a) Business Agreements means any and all applicable contractual relationships between the Parties giving rise to a specific obligation of HCSC to pay the Trading Partner, which obligation the Parties agree may be satisfied by means of an electronic transfer of funds in accordance with the terms of this EFT Rider.
- (b) HCSC’s Account means the deposit account at HCSC’s bank designated in the Appendix, Section 1.1 (Bank Designations) that is to be debited in the appropriate amount upon payment from HCSC to the Trading Partner’s Bank. However, in the case of Reversing Entries (as defined herein), HCSC’s Account designated in the Appendix, Section 1.1 (Bank Designations) shall be credited and not debited in the appropriate amounts as provided in Article V. Section 5.3 (Reversing Entries).
- (c) NACHA. National Automated Clearinghouse Association.
- (d) Payment Obligation means the specific obligation of HCSC to pay money to the Trading Partner pursuant to the applicable Business Agreement.
- (e) Remittance Information means the information relating to a specific transfer of funds in the format specifically designated in the Appendix, Section 2.2 (Remittance Information).

T.P. Initials

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- (f) Reversing Entry. A debit or credit entry to HCSC's Account initiated by HCSC or its bank in accordance with then-existing NACHA Rules, for the purpose of correcting an erroneous credit or debit entry previously initiated to the Trading Partner's account.
- (g) Third Party Service Provider means an entity designated by a Party in the Appendix, Section 1.1 (Bank Designations), to assist the Trading Partner in the communication of Transaction Sets (as defined herein) and notices between the Parties separate from any payment order.
- (h) Trading Partner's Bank means the bank designated by the Trading Partner in the Appendix, Section 1.1 (Bank Designations) for receiving payment from HCSC through HCSC's bank, and in the case of Reversing Entries as provided in Article V. Section 5.3 (Reversing Entries) means the bank designated by the Trading Partner in the Appendix, Section 1.1 (Bank Designations) for making payment to HCSC.
- (i) Transaction Set means a collection of data that is communicated between the Parties by the electronic means that is specifically designated in the Appendix, Section 1.1 (Bank Designations) and Section 2.1 (Method of Transfer/Communication) or as otherwise specifically agreed between the Parties.

**ARTICLE II**

**AGREEMENT AND AUTHORIZATION**

- 2.1 Credits. HCSC agrees and the Trading Partner authorizes HCSC to (a) satisfy its Payment Obligations by initiating fund transfers that result in payment to the Trading Partner by credit to the Trading Partner's account; and (b) communicate Remittance Information associated with such transfers to the Trading Partner by such procedures and in such formats which are mutually acceptable to the Parties.
- 2.2 Debits. Neither Party shall initiate a transaction in connection with a Payment Obligation for the purpose of debiting a bank account of the other Party, with the sole exception of transactions initiated by HCSC to reverse entries of previous fund transfers according to the terms of Article V. Section 5.3 (Reversing Entries).
- 2.3 Acknowledgement Regarding The Trading Partner Information. The Parties expressly acknowledge and agree that with respect to fund transfers pursuant to this EFT Rider, HCSC and HCSC's bank are entitled to reasonably rely on the information provided by the Trading Partner regarding the Trading Partner's Bank and the Trading Partner's Third Party Service Provider in the Appendix, Section 1.1 (Bank Designations) and further that the burden is upon the Trading Partner to provide HCSC with accurate, complete and timely information and changes to such information regarding its bank and Third Party Service Provider.
- 2.4 Indemnification. The Trading Partner hereby agrees to indemnify and hold HCSC and HCSC's bank harmless from any and all claims and causes of action arising from the reasonable reliance of HCSC and HCSC's bank on information provided by the Trading Partner in the Appendix, Section 1.1 (Bank Designations) and the Appendix, Section 2 (REMITTANCE PROCEDURES), and specifically including, without limitation, reasonable attorneys fees and costs incurred by HCSC and HCSC's bank in defending such claims and causes of action.

**ARTICLE III**

**PAYMENT AND REMITTANCE PROCEDURE**

- 3.1 Payment. HCSC shall instruct its bank to process fund transfers hereunder using the fund transfer system or other mechanism specified in the Appendix, Section 1.2 (Funds-Transfer System or Other Mechanism), in accordance with this EFT Rider and the rules of such fund transfer system.

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- 3.2 Remittance Information. For each fund transfer initiated under this EFT Rider, HCSC shall communicate the associated Remittance Information to the Trading Partner via electronic means as specified in the Appendix, Section 2 (REMITTANCE PROCEDURES). HCSC shall not be obligated to communicate Remittance Information to the Trading Partner via non-electronic means or via any electronic means not specifically set forth in the Appendix, Section 2 (REMITTANCE PROCEDURES).
- 3.3 No Warranty of Funds. The Trading Partner acknowledges that its receipt of Remittance Information communicated separately from the fund transfer to which the Remittance Information relates will not constitute a warranty by HCSC that the fund transfer has been timely initiated or that any resulting payment order will be accepted by the Trading Partner's Bank on any date specified therein.

**ARTICLE IV**

**TIMING OF PAYMENTS**

- 4.1 Timeliness. A payment from HCSC to the Trading Partner shall be considered timely with respect to any payment due date determined in accordance with the applicable Business Agreement if the corresponding fund transfer is completed no later than three (3) days after such payment due date. If the fund transfer cannot be completed on such date because it falls on a weekend or a holiday, HCSC's payment is timely if the fund transfer is completed on the next day completion can occur.
- 4.2 Effect of Delays. HCSC shall not be in breach of this EFT Rider or the applicable Business Agreement, or suffer any loss of discount or other penalty, with respect to a fund transfer that was initiated properly and timely by HCSC to the extent its completion is delayed because of failure or delay by the fund transfer system or other mechanism designated in the Appendix, Section 1.2 (Funds-Transfer System or Other Mechanism), the operation of a fund transfer system rule which could not be anticipated by HCSC, or rejection by the Trading Partner's Bank. However, any such failure, delay or rejection does not extinguish HCSC's obligation to pay the Trading Partner as soon as practicable by any practicable means after the failure, delay or rejection is discovered.

**ARTICLE V**

**DISCHARGE OF PAYMENT OBLIGATIONS**

- 5.1 Discharge; Credit to HCSC. Upon completion of a fund transfer in accordance with the specifications of the Appendix, Section 2.1 (Method of Transfer/Communication), the corresponding payment obligation of HCSC shall be discharged to the same extent as if such agreement had been received in cash. The Trading Partner shall credit HCSC for the amount of such payment as of the date the fund transfer was completed and the Trading Partner shall not deduct from such amounts any charges which may be charged by the Trading Partner's Bank in connection with such fund transfer.
- 5.2 Disallowance of Credits Taken. If the Trading Partner does not consent to any discounts, allowances, adjustments or other credits against a Payment Obligation taken by HCSC in connection with the fund transfer, the Trading Partner shall promptly notify HCSC of the amount of and the reason for such disallowance in accordance with the Appendix, Section 2.1 (Method of Transfer/Communication).
- 5.3 Reversing Entries. The Reversing Entry must be transmitted to the Trading Partner's Bank in such time as to be transmitted or made available to HCSC by midnight of the fifth banking day following the effective date of the erroneous entry. For purposes of this Section 5.3 only, an erroneous credit or debit entry is defined as an entry that (1) is a duplicate of an entry previously initiated by HCSC; (2) orders payment to or from the Trading Partner or third party not intended to be credited or debited by HCSC; or (3) orders payment in a dollar amount different than was intended by HCSC.

**ARTICLE VI**

**RECEIPT, ACKNOWLEDGMENT AND VERIFICATION**

- 6.1 **Receipt.** A Transaction Set or notice communicated in accordance with this EFT Rider shall be considered received when it is accessible by the Trading Partner in the manner specified in the Appendix, Section 2.3. (Receipt of Transaction Sets).
- 6.2 **Acknowledgment.** To the extent required by the Appendix, Section 2.1 (Method of Transfer/Communication), a Party that receives a Transaction Set or notice from the other Party shall acknowledge that such Transaction Set or notice was received and is syntactically correct by communicating the acknowledgement specified in the Appendix, Section 2.1 (Method of Transfer/Communication) to the sender within three (3) business days of receipt. The receipt by the sender of an acknowledgment from the recipient shall constitute conclusive evidence that the subject communication was received and is syntactically correct.
- 6.3 **Verification.** The recipient of a Transaction Set or notice shall take reasonable steps to verify the claimed identity of the sender and the integrity of the content of a Transaction Set or notice as specified in the Appendix, Section 4 (VERIFICATION AND SECURITY PROCEDURES) before relying upon it. If a Transaction Set or notice is received in garbled form, or cannot be so verified, the recipient shall notify the sender of the problem within three (3) business days unless the sender's identity cannot be discerned. In the absence of such notice to an identifiable sender, the sender's version of the Transaction Set or notice shall control.

**ARTICLE VII**

**SECURITY PROCEDURES**

- 7.1 **Procedures.** Each Party shall employ reasonable security procedures and provide sufficient written notice of same to the other Party, to ensure that all funds, Transaction Sets, notices and other information provided pursuant to this EFT Rider that are electronically created, communicated, processed, stored, retained or retrieved, are authentic, timely, accurate, reliable, complete and confidential. Such procedures, if any, are specifically set forth in the Appendix, Section 4 (VERIFICATION AND SECURITY PROCEDURES) and shall include, without limitation, the use of passwords, authentication procedures or encryption devices. HCSC reserves the right to change such procedures at any time and in any manner it so chooses and will provide the Trading Partner with written notice of such changes.
- 7.2 **Limitation of Liability/Indemnification.** HCSC specifically disclaims any and all liability and the Trading Partner agrees to indemnify HCSC for all costs and expenses related to those claims or causes of action by third persons or entities which arise from the failure of the Trading Partner or the Trading Partner's Bank or Third Party Service Provider to implement or maintain adequate security procedures as required by Article VII. Section 7.1 (Procedures), and specifically including, without limitation, those claims or causes of action arising from the failure to adequately protect either Party's Security Access Code, from disclosure to unauthorized persons or entities.
- 7.3 **Effect of Non-party Security.** The communication of any funds, Transaction Sets or notice via a funds transfer system or via a Third Party Service Provider designated in the Appendix, Section 2.1 (Method of Transfer/Communication), shall not constitute a breach of Article VII. Section 7.1 (Procedures).

**ARTICLE VIII**

**CONFIDENTIALITY**

- 8.1 **Confidential Information.** Information that is considered confidential by either Party is identified in the Appendix, Section 3 (CONFIDENTIAL INFORMATION). Such information shall be held in confidence by the recipient and shall be disclosed only to those of its employees or authorized representatives who require access in the performance of his or her duties to the recipient. The recipient will exercise reasonable care in the safeguarding of such Confidential Information.

- 8.2 Exceptions. Neither Party shall be liable for the disclosure or use of any information designated in the Appendix, Section 3 (Confidential Information) as confidential that (a) is, or becomes, publicly known, other than by breach of this EFT Rider ; (b) is obtained by the recipient from another person without restrictions; (c) is previously known by the recipient without restrictions; (d) is, at any time, developed by the recipient independently of any disclosures hereunder; (e) is disclosed pursuant to the consent of the Party that considers such information confidential; or (f) is required to be disclosed by law, provided that prior to disclosing such information the recipient shall notify the other Party of the demand to disclose or provide the information and the recipient agrees to reasonably cooperate if the other Party deems it necessary to seek a protective arrangement.

## ARTICLE IX

### LIABILITY

- 9.1 Breach of Business Agreement. Except as otherwise specifically provided herein, this EFT Rider neither enlarges or diminishes the respective rights and obligations of the Parties under any Business Agreement, and the liability of a Party for breach of a Business Agreement shall be determined by the provisions of that agreement and applicable law.
- 9.2 Conduct of Third Parties. Except as otherwise limited herein, each Party shall be liable to the other for the acts or omissions of its respective employees, subcontractors, bank(s) and Third Party Service Providers designated hereunder with respect to their conduct in connection with such Party's performance under this EFT Rider. Furthermore, except as otherwise provided in this EFT Rider, neither Party shall be liable to the other for the acts or omissions of any fund transfer system operator, or for the acts or omissions of any banks or other third party not selected or controlled by such Party.
- 9.3 Consequential Damages. With the exception of claims or causes of actions related to a breach of the terms of Article VII. (SECURITY PROCEDURES) or Article VIII. (CONFIDENTIALITY) by the Trading Partner, neither Party shall be liable to the other under this EFT Rider for any indirect, special, incidental, punitive or consequential damages, even if such Party had been advised of the possibility of such damages.
- 9.4 Costs. Each Party shall bear the respective fees and other charges assessed by its designated banks and Third Party Service Providers.

## ARTICLE X

### CHANGES, SUSPENSION AND TERMINATION

- 10.1 Change of Designations. Either Party may change its designation of an account, bank, or Third Party Service Provider by written notice to the other Party. Any such change shall be effective no less than fourteen (14) days after notice of such change from the Party entitled to make the original designation is received by the other Party.
- 10.2 Suspension of Operations. Either Party may **suspend** operations under this EFT Rider:
- (a) upon reasonable and timely notice to the other Party, in the event that the notifying Party has a good faith belief that there exists or may exist a breach of the security procedures set forth in Article VII. (SECURITY PROCEDURES) or the confidentiality requirements set forth in Article VIII. (CONFIDENTIALITY); or
  - (b) if the performance of a Party under this EFT Rider is delayed or prevented by an act of God, natural disaster, computer or communications failure or other cause beyond the affected Party's reasonable control.

Suspension of operations under this EFT Rider shall not relieve either Party of its obligation to the other Party under the applicable Business Agreement(s) or extend the time for paying the Trading

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Partner under the applicable Business Agreement(s). The Party that invokes its right to suspend its performance under this EFT Rider shall promptly notify the other Party when the reason for having invoked said suspension no longer exists, at which time operations under this EFT Rider shall resume.

- 10.3 Termination of Agreement. Either Party may terminate this EFT Rider upon thirty (30) days written notice to the other. Notwithstanding such termination, this EFT Rider shall remain in effect as to all funds transfers and Transaction Sets that have been initiated by HCSC and not canceled prior to termination of this EFT Rider.

**ARTICLE XI**

**MISCELLANEOUS**

- 11.1 Notice. Unless otherwise specified herein, any notice required or permitted under this EFT Rider shall be communicated in the manner specified in the Appendix, Section 5 (NOTICE), and addressed to the intended recipient at its notice address designated in the Appendix, Section 5 (NOTICE). Either Party may from time to time designate a different notice address by notifying the other Party. If the sender of electronic notice does not receive an acknowledgment in accordance with Article VI. Section 6.2 (Acknowledgment) of this EFT Rider within five (5) business days after communicating notice, the sender shall then communicate such notice in paper form.
- 11.2 Waiver. No provision of this EFT Rider or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse of any different or subsequent breach.
- 11.3 Assignment. This EFT Rider is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. However, with the exception of the Trading Partner's written designation of its Third Party Service Provider in the Appendix, Section 1.1 (Bank Designations), neither Party may assign any of its rights or delegate any of its obligations under this EFT Rider without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 11.4 Rules. The Parties expressly acknowledge and agree that any and all funds transfers or related transactions between the Parties will be executed or transmitted, as the case may be, in accordance with the operating rules of NACHA and its successors and assigns, as such rules are in effect from time to time. Terms used in this Agreement which are defined in the NACHA Rules, but not in this Agreement, have the meanings given such terms in the NACHA Rules. The Trading Partner acknowledges and agrees that HCSC has no obligation to reverse, adjust or stop payment or posting of a fund transfer except to the extent, if any, permitted by the NACHA rules. The Trading Partner and HCSC agree that they will at all times while this EFT Rider is in effect comply with the NACHA rules as they apply to their respective interests.
- 11.5 Survival of Obligations. The obligations and restrictions set forth in the following Sections of this EFT Rider, shall survive termination of this EFT Rider for a period of seven (7) years from the termination of this EFT Rider: Sections 2.4 (Indemnification), 7.1 (Procedures), 7.2 (Limitation of Liability/Indemnification), 8.1 (Confidential Information) and 9.2 (Conduct of Third Parties).
- 11.6 Entire Agreement. The terms contained within this EFT Rider, together with the Appendix hereto and the terms of the Agreement, constitute the entire agreement of the Parties relating to electronic transfers of funds and supersede all prior communications and agreements with respect to such matters.

IN WITNESS WHEREOF, the Parties have executed this EFT Rider as of the date first above written.

Agreed to:

\_\_\_\_\_  
\_\_\_\_\_

(“THE TRADING PARTNER”)

Agreed to:

**HEALTH CARE SERVICE CORPORATION  
A MUTUAL LEGAL RESERVE COMPANY  
(“HCSC”)**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_  
(Month, Day, Year)

Contact Person: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

Telephone: \_\_\_\_\_  
(Area Code and Number)

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Revised Information

Date: \_\_\_\_\_  
(Month, Day, Year)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

Title: Director  
Electronic Data Interchange Development

Date: \_\_\_\_\_  
(Month, Day, Year)



**1.1 Bank Designations**

**BLUE CROSS EFT INFORMATION**

**The Trading Partner's Bank**       New       Revised

**HCSC's Bank**

Provider Name: \_\_\_\_\_

Provider No.: \_\_\_\_\_

Provider Tax No.: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code and Number)

Lockbox No.: \_\_\_\_\_

[If Applicable]

American Bankers Association (ABA) No.: \_\_\_\_\_

Type of Account: \_\_\_\_\_  
(Demand Deposit or Savings)

Account No.: \_\_\_\_\_

American Bankers Association (ABA) No.: \_\_\_\_\_

Lockbox No.: \_\_\_\_\_  
[If Applicable]

Branch Name: \_\_\_\_\_

Administrative Contact: \_\_\_\_\_

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

Date Completed: \_\_\_\_\_

Remittance Information:     With Funds     Without Funds

**PLEASE NOTE: 1. THIS APPENDIX MUST BE FULLY COMPLETED, SIGNED AND RETURNED.**

**2. AN ORIGINAL VOIDED CHECK OR DEPOSIT SLIP FROM THE TRADING PARTNER'S ACCOUNT MUST ALSO BE RETURNED WITH THE SIGNED EFT RIDER.**

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## APPENDIX — RIDER 2— FUNDS TRANSFER

### 1.2 Funds Transfer System or Other Mechanism

HCSC will pay the Trading Partner via Midwest Automated Clearing House Association (hereinafter referred to as “ACH”).

## APPENDIX SECTION 2. REMITTANCE PROCEDURES

### 2.1 Method of Transfer/Communication

All electronic transfers of funds shall be transmitted only through the ACH via established bank-to-bank funds transfer systems. However, if required, Remittance Information associated with such transfers may be communicated in a number of ways. The Trading Partner shall specifically indicate in the Appendix, Section 1.1 (Bank Designations) whether it shall require Remittance Information to be transmitted simultaneously with the transfer of the funds or separately from the funds, and if separate from the funds, the person or entity specifically designated and authorized to receive such Remittance Information on behalf of the Trading Partner.

- (a) EFTs **only** through the banking system (ACH) will be formatted in one of two ways:
  - (i) CCD (Cash Concentration Disbursement); or
  - (ii) CCD+ (Disbursement Plus Addendum)

with the associated electronic remittance information (if required) transmitted in a mutually agreed upon format separately from the funds either:

- (i) directly between HCSC and the Trading Partner’s computers; or
  - (ii) between the computers of HCSC and the Trading Partner’s designated Agent.
- (b) Remittance Information transmitted directly between the Trading Partners (or their designated Agents) and HCSC shall be communicated electronically in the ANSI 835 format.
- (c) Standard acknowledgment of ANSI 835 Remittance Information by the Trading Partner’s Bank to HCSC or HCSC’s bank is by means of the following:
  - (i) ANSI 997 Functional Acknowledgment Transaction Set (X12.20); and/or
  - (ii) ANSI 824 (Application Advice Transaction Set) (X12.44)

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**APPENDIX — RIDER 2 — FUNDS TRANSFER**

(d) EFTs together with the associated remittance information (see Section 2.2 (Remittance Information) below) transmitted simultaneously through the ACH between HCSC’s bank and the Trading Partner’s Bank will be accomplished via the ACH in the CTX (Corporate Trade Exchange) format. However, before selecting this option, the Trading Partner must verify its bank’s capabilities for such transmissions and the Trading Partner hereby acknowledges that its election of this option may result in additional bank charges or other charges to the Trading Partner. Upon such verification, the Trading Partner’s Bank shall then make the necessary information available to the Trading Partner in a mutually agreed upon format between the Trading Partner and the Trading Partner’s Bank(s).

2.2 Remittance Information.

For each payment, the Remittance Information Transaction Set must contain the data specifically required by HCSC and applicable NACHA Rules from time to time, which will vary based upon the specific nature of the transaction.

2.3 Receipt of Transaction Sets.

A Transaction Set is considered accessible by the Trading Partner when it is deposited in the Trading Partner’s electronic mailbox or when received directly by the Trading Partner’s computer. If the Trading Partner is using a Third Party Service Provider as designated in the Appendix, Section 1 (Bank Designations), a Transaction Set is considered accessible by the Trading Partner when it is either deposited in the electronic mailbox of the Third Party Service Provider or received directly by the Third Party Service Provider’s computer.

APPENDIX SECTION 3. CONFIDENTIAL INFORMATION

The Parties expressly acknowledge and agree that all electronic communications exchanged between them during the term of this EFT Rider shall remain confidential and shall be solely used for the specific purpose for which it was intended by the sender, and specifically including, without limitation, the contents of all Transaction Sets, information contained in the business data base of either Party, or proprietary information guidelines and security procedures of either Party, if any.

APPENDIX SECTION 4. VERIFICATION AND SECURITY PROCEDURES

[Reserved for insertion at a later date by mutual agreement of the Parties.]

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**APPENDIX — RIDER 2 — FUNDS TRANSFER**

APPENDIX SECTION 5. NOTICE

5.1 HCSC Notice Address:

HCSC Electronic Data Interchange Operations  
Health Care Service Corporation, a Mutual Legal Reserve Company  
P.O. Box 975  
Chicago, Illinois 60601-5655

Attn: Director of Electronic Interchange Development

5.2 THE TRADING PARTNER Notice Address:

Attn:

5.3 Method For Communication of Notice:

Electronic, with a true copy in readable form via first class mail to the other Party's designated person for receiving such notices per the Appendix, Section 5 (Notice).