



Health Savings Account Authorization Form

Qualified for a Health Savings Account

This enrollment form is to open a Health Savings Account that is used to accumulate assets for the payment of qualified healthcare expenses. Your Health Savings Account is your financial asset even if you change employers or health plans. To open a Health Savings Account you must meet three criteria:

- 1) You must be covered by a qualified high deductible health plan
- 2) You cannot be covered by another health plan, including Medicare
- 3) You cannot be claimed as a dependent on another individual's tax return

Personal Information

Name: First: _____ Last: _____ Middle: _____

Social Security Number _____

Authorization & Certification

I accept the terms of the HealthEquity HSA enrollment form and the HSA Service Agreement. I understand that my health savings account funds will be maintained at The Bancorp Bank who will act as the legal custodian.

Under penalties of perjury, I certify:

- The number shown above is my correct taxpayer identification number (TIN)
- I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified the Client that the Client is no longer subject to backup withholding,
- I am a U.S. person (including a U.S. resident alien).

Print Name

Signature

Date

Health Savings Account Service Agreement

You (the Client) are establishing this health savings account (HSA) for the purpose of paying or reimbursing qualified medical expenses of the Client, Client's spouse, and dependents. Your HSA funds will be deposited at the financial institution listed on your HealthEquity enrollment form which financial institution will act as the legal custodian (Custodian). HealthEquity will administer your HSA as your agent and shall have power of attorney over your HSA. HealthEquity shall have the authority to open or close your HSA at your request, process contributions and withdrawals, and transfer funds to a new custodian.

The Client represents that, unless this HSA is used solely to make rollover contributions, the Client is eligible to contribute to this HSA; specifically, that the Client: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. The Client is responsible for determining whether the Client is eligible to establish a HSA, whether any excess contributions are made to the Client's HSA, whether distributions are used for Qualified Medical Expenses and for determining all other tax consequences (Federal and State) of the Client's HSA. Neither HealthEquity nor Custodian will make any determination as to the Client's eligibility to establish an HSA, will not prevent excess contributions from being deposited into the Client's HSA, and will not make the determination as to whether distributions have been used for qualified medical expenses. General information is provided below regarding eligibility to establish an HSA and certain other Federal Income Tax aspects of HSAs. The information is provided solely for general informational purposes and is not an exhaustive treatment of the Federal tax consequences relating to HSAs. The information neither constitutes nor should be relied upon as tax, legal or investment advice. The Client is advised to consult with the Client's personal tax advisor with regard to the Client's eligibility to establish a HSA and the Federal and any State income tax consequences of any HSA the Client establishes. Qualified medical expenses are amounts paid for medical care, as defined in section 213(d) of the Internal Revenue Code of 1986, as amended (unless otherwise stated herein, all references to "section" refer to the Internal Revenue Code), for the Client, Client's spouse, or dependents (as defined in section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

Contributions

HealthEquity will process cash contributions made by the Client or on behalf of the Client (by an employer, family Client or any other person) and deposit the funds with the Custodian. Contributions received electronically shall be posted to the Client's HSA and made available for withdrawal within one business day. Contributions received by check shall be posted to the Client's HSA within one business day and shall be made available for withdrawal within three business days of deposit. Contributions for any tax year may be made at any time before the deadline for filing the Client's federal income tax return for that year (without extensions). Contributions received between January 1 and April 15 shall be treated as a contribution for the current tax year unless Client provides written notice to HealthEquity at the time of such contribution is for the preceding taxable year. Rollover contributions from an HSA or an Archer Medical Savings Account are not subject to the maximum annual contribution limit. For a calendar year, the maximum annual contribution limit for a Client is the lesser of (i) the amount of the deductible under the HDHP and (ii) the maximum established by law. Eligibility and contribution limits are determined on a month-to-month basis. Additional catch-up contributions can be made by or on behalf of individuals who are 55 years old or older and the younger than 65. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to the excise tax. It is the responsibility of the Client to determine whether contributions have exceeded the maximum annual contribution limit. If contributions to this HSA exceed the maximum annual contribution limit, the Client shall notify HealthEquity that excess contributions exist in the HSA. It is the responsibility of the Client to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Balances

The Client's interest in the HSA is non-forfeitable except in certain circumstances where the IRS may require backup withholding on the Client's HSA. No part of the HSA may be invested in life insurance contracts or in collectibles as defined in section 408(m). The Client, Custodian, and HealthEquity will not engage in any prohibited transaction with respect to this HSA (such as borrowing against or pledging the HSA or engaging in any other prohibited transaction as defined in section 4975). HealthEquity has the

right to liquidate assets in the Client's HSA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the Client's HSA. If the Client fails to direct HealthEquity as to which assets to liquidate, HealthEquity will make such determination in its sole discretion and the Client agrees not to hold HealthEquity or Custodian liable for any adverse consequences that result from HealthEquity's decision.

Distributions

Distributions of funds from this HSA may be made upon the direction of the Client. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Client, Client's spouse, or dependents are tax-free. Distributions that are not used for qualified medical expenses are included in the Client's gross income and are subject to an additional 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the Client's death, disability, or reaching age 65. HealthEquity and Custodian are not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Client is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free. The Client represents and warrants that each distribution initiated by the Client will be a "normal distribution" (i.e., for qualified medical expenses) for purposes of tax reporting to the Internal Revenue Service (IRS) unless Client provides written notification to HealthEquity to the contrary before the end of the tax year. Unless HealthEquity has received such written notification, each such distribution will be reported to the IRS as a normal distribution.

Debit Cards

The Client agrees that the Client may make debit card transactions only to the extent there are sufficient collected funds in Client's HSA. The Client understands HealthEquity has no obligation to permit any withdrawal at a time when there are insufficient funds in the Client's HSA. The use of any debit card in connection with the HSA may be limited to eligible merchants that provide, among other things, health care related goods and services.

Investments

Cash balances in this HSA are maintained in an interest bearing account (the Cash Account) that is insured by the Federal Deposit Insurance Corporation (FDIC). After the Cash Account reaches a certain balance, the Client may be offered investment options that are not FDIC insured and may lose value. Investment of the HSA funds shall be made only at the direction of Client. All such investment directions shall be provided in a written form acceptable to HealthEquity and shall be deemed to be continuing until revoked or modified by subsequent direction in writing delivered to HealthEquity. HealthEquity and Custodian shall have no duty to provide investment advice in connection with the HSA or to review or monitor the investments held in the HSA. HealthEquity and Custodian shall have no liability or responsibility for the investment decisions of the Client. Irrespective of whether HSA funds are held in the Cash Account or invested, there is only one HSA for all legal purposes and the Custodian remains the legal custodian of the HSA.

Beneficiaries

The Client shall have the right at any time, and from time to time, to designate one or more beneficiaries to whom distribution of the HSA shall be made upon the Client's death. If the Client dies before the entire interest in the HSA is distributed, the entire HSA will be disposed of as follows:

- If the beneficiary is the Client's spouse, the HSA will become the spouse's HSA as of the date of death.
- If the beneficiary is not the Client's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the Client's estate, the fair market value of the HSA as of the date of death is taxable on the Client's final estate tax return. For other beneficiaries, the fair market value of the HSA is taxable to that person in the tax year that includes such date.

Fees

HealthEquity shall receive fees for services under the agreement in amounts set forth in its written schedule of fees then in effect. HealthEquity shall be authorized to deduct all such fees from the HSA but may, in its sole discretion, allow the fees to be paid from other sources, such as from the Client's employer or health plan. HealthEquity has the right to change its fee schedule at any time upon giving the Client 30 days' written notice.

Statements

The Client shall be provided with periodic HSA statements via mail (or by e-mail notification with a link to a secure HealthEquity web site, if elected by the Client). The Client shall promptly review all statements to make sure the activity is accurate. Except as otherwise provided herein or required by law, statements of activity shall be conclusive if the Client does not object to the same within 30 days of the date of mailing such statement. In such case, the Custodian and HealthEquity and its officers and employees shall be forever

released and discharged from any claim arising out of any action or omission reflected on such statement.

Credit Line

HealthEquity may offer the Client a credit line that may not be funded by the Custodian to cover qualified medical expenses that are under the health plan deductible when there are not sufficient funds in the HSA to cover these expenses. If the credit line is accessed by the Client, contributions to the HSA will first pay the credit line before funds are made available for withdrawal.

TIN Backup Withholding Certification

Under penalties of perjury, the Client certifies that the number shown on the HSA enrollment form is the correct taxpayer identification number (TIN), the Client is not subject to backup withholding either because the Client has not been notified that the Client is subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified the Client that the Client is no longer subject to backup withholding, and the Client is a U.S. person (including a U.S. resident alien). The IRS does not require the Client's consent to any provision of this document other than the certification required to avoid backup withholding.

Termination

HealthEquity or the Client may terminate this Agreement at any time by giving written notice to the other. If HealthEquity terminates this Agreement, the Client must make arrangements to transfer the Client's HSA to another custodian. If the Client does not complete a transfer of the Client's HSA within 30 days from the date of the termination notice to the Client, HealthEquity has the right to 1) transfer the Client's HSA to another HSA custodian or 2) pay the Client's HSA to the Client in a single sum. If this Agreement is terminated, HealthEquity may hold back from the Client's HSA a reasonable amount of money that HealthEquity believes is necessary to cover any fees, expenses or taxes chargeable against the Client's HSA or any penalties associated with the early withdrawal of any savings instrument or other investment in the Client's HSA.

Reporting

The Client agrees to contact HealthEquity and not the Custodian on any issue related to any report or return required by the IRS. HealthEquity, under agreement with the Custodian, prepares and submits any report or return as required by the IRS of a custodian. Except for any reporting requirements placed on Custodian by the IRS, the Client shall have complete responsibility for reporting to the IRS all contributions to and distributions from the HSA, and for the tax consequences of all such contributions and distributions including but not limited to rollovers, transfers, excess contributions and prohibited transactions.

Amendments

HealthEquity has the right to amend this Agreement at any time by providing written notice to the Client of the same. Any amendment HealthEquity makes to comply with the Code and related regulations does not require the Client's consent. The Client will be deemed to have consented to any other amendments unless, within 30 days from the date HealthEquity mails the amendment, Client notifies HealthEquity in writing that the Client does not consent to such amendment.

Notices

Any required notice regarding this HSA will be considered effective when HealthEquity mailed it to the last known address of the Client which the HealthEquity has in its records. Any notice to be given to HealthEquity will be considered effective when HealthEquity actually receives it. Notices to HealthEquity are to be mailed to HealthEquity at 1276 South 820 East, Suite 201, American Fork, Utah 84003. The Client must notify HealthEquity of any changes of address.

Representations

The Client represents and warrants to HealthEquity and Custodian that any information the Client has given or will give HealthEquity with respect to this Agreement is complete and accurate. Further, the Client agrees that any directions Client gives HealthEquity, or any action the Client takes will be proper under this Agreement and that HealthEquity is entitled to rely upon any such information or directions. HealthEquity and the Custodian shall not be responsible for losses of any kind that may result from the Client's directions to HealthEquity or the Client's actions or failures to act, and the Client agrees to reimburse HealthEquity for any losses HealthEquity may incur as a result of such directions, actions or failures to act. HealthEquity and the Custodian shall not be responsible for any penalties, taxes, judgments or expenses the Client incurs in connection with the Client's HSA.

Liability

HealthEquity and the Custodian shall not be liable for any losses, damages, costs, penalties or expenses the Client incurs as a result of the Client's or any third party's failure to make contributions to the HSA. HealthEquity can not enforce a third party's requirement to make contributions to the HSA or notify the Client regarding the same. Any agreement between the Client and any third party, including the Client's employer, is outside the scope of this Agreement. As such the Client is responsible for contacting any third party

regarding its contributions and monitoring those contributions. HealthEquity and the Custodian shall not be liable for any statements, representations, actions or inactions of any insurance agent or agency that sold the Client an insurance plan in connection with the HSA. Subject to the limitations of applicable laws and regulations, the Client agrees to indemnify and hold HealthEquity and Custodian harmless from any and all liability, damage or cost (including attorney's fees) it may incur connection with a) any debit card transaction; unless such liability is caused by HealthEquity's or the Custodian's gross negligence or willful misconduct.

Successors

This Agreement shall be binding upon and inure to the benefit the parties hereof and of any successor or assignee of HealthEquity and Custodian, whether by way of sale, merger, consolidation, assignment, or change of name.

Entirety

This Agreement contains the entire agreement between the Client and both HealthEquity and Custodian with respect to the subject matter hereof, and may not be modified orally or in any manner other than as specified herein.

Privacy

HealthEquity firmly believes in maintaining the confidentiality of any client information. HealthEquity collects and retains information about the Client when HealthEquity reasonably believes that the information assists HealthEquity in administering the HSA and in providing products or services that are relevant to the Client. The information HealthEquity collects will also be used to comply with certain laws and regulations. HealthEquity collects non-public personal information about the Client from the following sources:

- Information HealthEquity receives from the Client on an application or other form;
- Information about the Client's transactions with HealthEquity, the Client's health plan, service providers or others;
- Information HealthEquity receives from a credit bureau.

Examples of non-public personal information include information about the HSA balance, debit card use, medical claims and any HSA transaction. HealthEquity understands that the Client expects the personal information the Client has entrusted to be handled with great care. HealthEquity does not disclose any non-public personal information about our clients or former clients to anyone, except as necessary to provide the services contemplated herein or as otherwise permitted or required by law. Please be assured that HealthEquity will never provide medical information HealthEquity may obtain in insurance claims to any associate without a need to know. HealthEquity is permitted by law to disclose non-public information about the Client in certain circumstances to third parties. HealthEquity does not sell or share Client information to unrelated third parties for the third parties to use for their own purposes. HealthEquity does share information with companies that work for HealthEquity. For example, HealthEquity may share information with companies that mail Client statements or letters or provide data processing services. These companies are acting on HealthEquity's behalf when they provide these services and are obligated by contract to maintain the information they receive in a confidential manner. They are not authorized to use the information for any other purpose.

HealthEquity also provides information:

- When the Client authorizes HealthEquity to release information;
- To the Custodian;
- To the Client's healthcare providers and health plan in completing a transaction initiated by a healthcare provider;
- To other parties when it is necessary or helpful in completing a transaction the Client initiates, including financial institutions and networks involved in processing the Client's transactions;
- To verify the existence of the HSA and general information about the condition of the HSA for a merchant or financial institution;
- In response to an inquiry about whether the HSA has sufficient funds to pay a medical claim or debit card transaction;
- To comply with a law, regulation, court order or subpoena;
- To credit reporting agencies;
- To local, state and federal authorities if HealthEquity believes a crime may have been committed involving the HSA;
- To independent auditors, consultants, or attorneys and to agencies that regulate HealthEquity and the Custodian.

Governing Law

This Agreement is subject to all applicable Federal and State laws and regulations. If it is necessary to apply any State law to interpret and administer this Agreement, the laws of State of Utah shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. No party's failure to enforce any of the provisions of the Agreement shall be construed as a waiver of such provisions, or the right thereafter to enforce each and every such provision.