

Health Savings Account Agreement

To get started, please read the following disclosure.

In order to apply using the online enrollment, you must consent to receipt of documents in electronic form, including your Health Savings Custodial Agreement. Your consent will apply to all future applicable notices relating to your HSA, including confirmations of your online instructions or elections, until you are no longer an account holder or until you withdraw consent as provided below.

All communications will be provided electronically. If you wish to receive required notices in paper form, you may select that option by changing your election in your Participant Profile or by calling U.S. Bank Consumer Services at 877-470-1771. Additional fees may apply for paper copies of applicable notices (see fee schedule).

Security, Hardware and Software Information

In order to receive information and disclosures in electronic format, you must have the following minimum computer hardware or software requirements:

Browser Software	Minimum Version Required
Internet Explorer (IE)	IE 6.0
AOL (uses Internet Explorer)	IE 6.0
FireFox	1.2
Netscape Navigator	7.0
Opera	9.1
Safari	1.3.2

You will also need Adobe Reader to view and download the Health Savings Account Agreement, account summaries, and forms.

Withdrawing Your Consent

You may withdraw your consent to receive the initial account opening disclosures by exiting this online session anytime prior to submitting your enrollment for processing. Your consent is not stored unless you complete this online session and providing your email address. If you wish to withdraw your consent to electronic delivery of notices on a future date, you can make that change in your Consumer Profile or by contact U.S. Bank Consumer Services at 877-470-1771. Additional fees may apply for paper copies of applicable notices (see fee schedule).

For Your Records

In order to keep agreements and summaries for your records, you will need access to a printer or the ability to download information.

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Your identity may be verified through the use of a database maintained by a third party. If your identity cannot be verified, you understand that you may be required to provide additional information, and that your HSA may be closed if additional verification is not possible. Upon such closure, funds deposited in your HSA will be returned, subject to the limitations of section 11.13 of this Agreement. We shall not be liable for any tax consequences you may incur that result from the transfer or distribution of your assets as a result of this distribution.

If additional dependent debit cards are requested, the same procedures apply to those individuals.

Health Savings Account Agreement

Form 5305-C (November 2007) Department of the Treasury Internal Revenue Service	Health Savings Custodial Account (Under Section 223(a) of the Internal Revenue Code)	Do not file with the Internal Revenue Service
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By enrolling in a high-deductible health plan (“HDHP”) and electing this health savings account (“HSA”), the account owner (also referred to as “you”, “your” and “Accountholder”) agrees to be bound by the terms and conditions contained in this HSA custodial agreement (the “Agreement”). The account owner will use the HSA exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents. The account owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she (1) is covered under a 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. Section references are to the Internal Revenue Code (“Code”). “Regulations” means the Treasury Regulations. “Business Day” means Monday through Friday (excluding federal holidays).

The account owner and U.S. Bank National Association, as custodian (“we”, “us”, “our” and “Custodian”) make the following Agreement, which will govern the use of the HSA and includes Articles I through X in the form promulgated by the IRS in Form 5305-C for use in establishing an HSA and Articles XI through XVI along with the Privacy Pledge:

Article I

- 1.01 The Custodian will accept additional cash contributions for the tax year made by the account owner or on behalf of the account owner (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
- 1.02 Contributions for any tax year may be made at any time before the deadline for filing the account owner’s federal income tax return for that year (without extensions).
- 1.03 Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
- 1.04 Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
- 1.05 Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

Article II

- 2.01 For calendar year 2012, the maximum annual contribution limit for an account owner with single coverage is \$3,100. For calendar year 2012, the maximum annual contribution limit for an account owner with family coverage is \$6,250. These limits are subject to cost-of-living adjustments after 2012. For calendar year 2013, the maximum annual contribution limit for an account owner with single coverage is \$3,250. For calendar year 2013, the maximum annual contribution limit for an account owner with family coverage is \$6,450.
- 2.02 Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- 2.03 For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an account owner who is at least age 55 or older and not enrolled in Medicare.
- 2.04 Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

Article III

It is the responsibility of the account owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the account owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the account owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

Article IV

The account owner’s interest in the balance in this account is nonforfeitable.

Article V

- 5.01 No part of the funds in this account may be invested in life insurance contracts or in collectibles as defined in Section 408(m).
- 5.02 The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
- 5.03 Neither the account owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Section 4975).

Article VI

- 6.01 Distributions of funds from this HSA may be made upon the direction of the account owner.
- 6.02 Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the account owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the account owner’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 account owner’s death, disability, or reaching age 65. Beginning in 2011, the additional tax is 20 percent.
- 6.03 The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the account owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to

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show, if required, that the distribution is tax-free.

Article VII

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

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

Article VIII

- 8.01 The account owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
- 8.02 The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

Article IX

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this Agreement that is inconsistent with Section 223 or IRS published guidance will be void.

Article X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the Accountholder.

Article XI

- 11.01 *Notices and Change of Address:* Any required notice regarding this HSA will be considered effective when we send it to the intended recipient at the last address or email address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us via the access website, the telephone number on the last page of this Agreement, or in writing of any change of address.
- 11.02 *Representations and Responsibilities:* You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take, will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We have the right to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by an HDHP.

You acknowledge that establishment of your HSA is completely voluntary on your part and that, to the best of your knowledge, your employer does not: (i) limit your ability to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSAs are an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor or administrator); however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have sixty (60) days after you receive any documents, account information or other information from us to notify us in writing of any errors or inaccuracies reflected in these documents, statements or other information. If you do not notify us within 60 days, the documents, account information or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such documents, account information, other information or the transactions described therein. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to HSAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney's fees, arising from, or in connection with, this Agreement.

By performing services under this Agreement, we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any manner permitted by law.

- 11.03 *Service Fees:* We have the right to charge service fees and other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses that we incur in connection with the administration of your HSA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee upon 30 days notice to you that the fee will be effective. To the extent that you direct investment of your HSA in mutual funds pursuant to section 11.05, balances invested in those mutual funds are subject to investment fees and other charges and expenses as described by the applicable prospectuses.

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11.04 *Definitions:*

- a. **“Cash Account”** means accounts held for the benefit of Accountholder into which HSA dollars are swept from Contribution Account and held until swept into Investment Account or Distribution Account. The Cash Account balance is utilized for authorizing distribution requests and purchases with a debit card.

Your HSA funds in Cash Account will be separately accounted for, credited to your HSA balance, and insured by the Federal Deposit Insurance Corporation (“FDIC”), pursuant to FDIC insurance coverage rules. FDIC insurance is determined on end-of-day ledger balances in your cash account which may include funds deducted from your available balance for investment purchases that have not yet settled. For information about FDIC insurance coverage, see the “Your Insured Deposits” information at FDIC’s website:

<http://www.fdic.gov/deposit/deposits/insured/>. The Cash Account will pay interest computed at the rate(s) reflected on the Health Savings Account Deposit Account Rate Schedule, as revised from time to time, and interest earnings will be added to your account balance, and credited to your HSA monthly. As a day-to-day practice, we will allow withdrawals from your HSA at any time without prior notice. However, federal regulations applicable to transaction accounts such as your HSA provide that we must retain the right to require at least seven days’ notice prior to any withdrawal. Funds invested in Cash Account are used by Custodian in its general banking business, which may generate income to the Custodian; such income is considered part of the fees for the Custodian’s services.

- b. **“Cash Account Maximum Threshold”** means the amount in Cash Account that triggers money movement from Cash Account to Investment Account.
- c. **“Cash Account Minimum Threshold”** means the amount in Cash Account that triggers money movement from Investment Account to Cash Account.
- d. **“Cash Account to Investment Account Trigger”** means when Cash Account balance exceeds Cash Account Maximum Threshold by an amount equal to or more than Minimum Auto-Sweep Amount, HSA dollars are auto-swept from Cash Account to Investment Account.
- e. **“Contribution Account”** means account, or accounts, into which Accountholder and employer contributions are deposited by Custodian, and from which HSA dollars are swept into Cash Account.
- f. **“Default Portfolio”** means the standard offering of mutual funds, as chosen by the Custodian or as agreed upon by the Custodian.
- g. **“Distribution Account”** means account, or accounts, from which distributions, rollovers and transfers are made to Accountholder, and into which HSA dollars are swept from Cash Account.
- h. **“Investment Account”** means accounts into which HSA dollars are swept from Cash Account. Dollars swept into Investment Account are initially invested in a FDIC-insured interest-bearing account on behalf of Accountholder. Accountholder has the ability to invest these dollars into a variety of investment funds.
- i. **“Investment Account to Cash Account Trigger”** means when Cash Account balance falls below Cash Account Minimum Threshold by an amount equal to or more than Minimum Auto-Sweep Amount, investments are sold to bring Cash Account back to Cash Account Maximum Threshold. If it is necessary to liquidate one or more of your investments, the Custodian will follow the procedure in Section 11.13.
- j. **“Minimum Auto-Sweep Amount”** means minimum amount of money required to move HSA dollars between Cash Account and Investment Account once the applicable thresholds are met.

- 11.05 *How Your HSA Operates:* Custodian will receive contributions (including rollovers, transfers, and mistaken distributions) from you and your employer and transfer them to Contribution Account. Based on your account balances and instructions, Custodian will move monies between accounts based on threshold and trigger amounts, as described below. Custodian will issue distributions (including rollovers, transfers, and mistaken contributions) to you from Distribution Account.

We will transfer contributions from Contribution Account into Cash Account on a daily basis.

When your Cash Account balance meets or exceeds Cash Account to Investment Account Trigger amount, Custodian will transfer funds from Cash Account to Investment Account in an amount equal to or more than Minimum Auto-Sweep Amount, and place these funds in an interest-bearing account and/or in such investment fund(s) as you elect.

When you request a distribution from your HSA that is more than the balance in your Cash Account, we will transfer sufficient funds from Investment Account to Cash Account to cover the amount of the distribution, and transfer the distribution amount to Distribution Account.

If, for any reason, your Cash Account balance drops below Investment Account to Cash Account Trigger amount, we will transfer such funds in an amount equal to or more than Minimum Auto-Sweep Amount from Investment Account to Cash Account as needed to bring Cash Account balance to Cash Account Minimum Threshold. If it is necessary to liquidate one or more of your investments, we will follow the procedure in Section 11.19.

- 11.06 *HSA Investment Options:* You may decide to invest HSA funds in excess of the Cash Account Maximum Threshold in the investment options that are available under this HSA (the “HSA Investment Options”). HSA investment options shall include shares or participations of one or more investment companies as defined in the Investment Company Act of 1940, as amended (such funds are often referred to as “mutual funds”). The available mutual funds shall include the First American Funds for which we or an affiliate of ours serves as investment advisor, custodian, and distributor, and receives compensation for such services, as disclosed in the current prospectus for such mutual fund. We may also provide administrative, shareholder, or sub-transfer agency services for other mutual funds that are available as HSA Investment Options, and we may receive compensation from third parties for those services as disclosed in the current prospectus for such mutual fund or as disclosed by us from time to time. You may invest in other investment vehicles (for example, stocks, bonds, savings accounts or other investment vehicles) only if we make such investments available as HSA Investment Options.

You are responsible for communicating your directions concerning investment of your HSA in HSA Investment Options. All investment directions must comply with our procedures as established by us from time to time.

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Available HSA Investment Options may change from time to time. You will be provided with reasonable advance notice of such changes and given the opportunity to direct us to invest your HSA in the then available HSA Investment Options. If you fail to provide us with a timely or necessary direction, some or all of your HSA funds invested in the HSA Investment Options may be liquidated and transferred to the Cash Account. You may direct the Custodian to redeem any or all mutual fund shares held in your HSA and to invest the proceeds in any other available mutual funds, subject, however, to the applicable terms and conditions of the prospectus for each mutual fund involved.

The investment of any portion of your HSA above the Cash Account Maximum Threshold in HSA investment options is solely your responsibility. Our services under this Agreement, including the fact that we include certain investments as HSA Investment Options, do not mean we are providing investment advice or recommendations with respect to the investment of your HSA. We are under no duty to question any investment direction or to review the appropriateness or quality of any investment decision. You agree that we shall not be liable for any loss which results from your investment decisions with respect to your HSA.

Different fees and rebate structures may apply to Accountholders with investment alternatives other than Default Portfolio. Some mutual funds may charge a redemption fee. Redemption fees, if any, will be charged to your HSA. You cannot reimburse your HSA for redemption fees. For further information on redemption fees, please see the mutual fund prospectus.

- 11.07 *HSA Investment Account:* The HSA Investment Account is only available online through a link in your personal website account. Accordingly, all investment transactions in the HSA Investment Account must be initiated and conducted through your personal website account or by telephone, if available through us. Your investment in the HSA Investment Options may constitute the purchase of securities. As a holder of securities, you may be entitled to receive certain documents, including but not limited to prospectuses and proxy statements. Any securities-related documents required to be transmitted to you as a result of your investment in the HSA Investment Options will be transmitted to you electronically via the personal website account. As a condition to opening an HSA Investment Account, you consent to electronic delivery of all documents of any issuer whose securities are made available to your HSA, including issuers and securities made available after the date your account is opened. If you become unable to access your personal website account, or if you revoke your consent to electronic disclosure of investment information, you must contact us immediately. At any time you will be given the option to terminate your HSA Investment Account (and, if you choose, roll it over to another provider), or to liquidate your investment in the investment options and hold your HSA entirely in Cash Account (and in the interest-bearing account to the extent your HSA exceeds the minimum amount).
- 11.08 *Personal Website Account:* Records of your HSA contributions, distributions, investment activity and earnings and balances will be made available exclusively on your personal website account. Before being granted online access to your HSA records, it will be necessary to enter a personal identification number ("PIN"), user ID and/or enhanced online security feature that you will receive prior to logging onto your personal website account.

By executing this Health Savings Account Agreement, you agree that all account information from us shall be made available exclusively in electronic form. Account information may be viewed at any time by logging into your personal website account. Any notices related to your HSA will be posted on your personal website account or, at our discretion, provided either by e-mail to the e-mail address we have on file for you, or by U.S. Mail to your mailing address we have on file for you. For an additional fee, if applicable, we will send paper account information to your address by U.S. Mail. You are responsible to advise us in writing of any change to either your e-mail or mailing address.

Account information, notices and communications will be accessible in a form you can view, save to your computer or print as paper copies. A link will be provided to any software necessary to view, print, and/or save your HSA account information.

Your personal website account will have information about your account balance, contributions, distributions, and recent amendments to your Account Agreement and Designation of Representative by Accountholder readily available for review. Your personal website account will provide a link or links to other websites for you to obtain specific information about your investments, including prospectuses. It may be necessary for you to establish a separate PIN, user ID and/or enhanced online security feature for this purpose and complete additional forms.

You agree to check your personal website account no less frequently than monthly to view your HSA account activity and other communications and information. You are responsible for keeping your HSA, PIN, user ID and/or enhanced online security feature confidential, and we are not responsible for any other person's use of your PIN, user ID and/or enhanced online security feature.

You understand that the value of your HSA and the growth in value of the HSA is dependent solely on the performance of the investment options you select. You acknowledge that investment options available under this HSA such as mutual funds and other securities (but not the Cash Account) are not insured by the Federal Deposit Insurance Corporation or other agency, are not guaranteed by us or any affiliate of ours, and may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results with respect to an investment option and that you will review investment information about the investment options before investing. You should seek the assistance of a financial professional to address any questions or concerns you may have about your investment options and the selection of investments for your HSA.

All dividends, including capital gain distributions, paid on HSA Investment Option mutual fund shares shall be reinvested in full and fractional shares of the mutual fund paying the distribution in the manner specified in the prospectus of the mutual fund. It will be your responsibility to exercise all conversion, subscription, voting and other rights pertaining to any securities held in your HSA.

- 11.09 *Availability of Funds in HSA Investment Options:* If you desire to liquidate investments in the HSA Investment Options for any reason, including replenishment of the balance in your Cash Account by the transfer of cash proceeds, you must initiate the sale of investments in the HSA Investment Options, if any, and up to the entire value of such HSA Investment Options. You must initiate this liquidation and transfer by authorizing and directing us to execute such transactions via the access website or telephone number on the last page of this Agreement. We may limit HSA funds deposited to the Transaction Account from being withdrawn until they have been on deposit therein for two (2) Business Days.

Mutual fund trade orders must be submitted through the investment website no later than 1:30 p.m. CST for same business day execution. When both a buy and sell order are initiated on the same business day, the sell order will be executed on the same business day and the buy order will be executed the next business day. Settlement will take place on the third business day.

- 11.10 *Bank Earnings on HSA Investments:* In connection with the investment, contribution and distribution of funds in the ordinary course of our duties, we are authorized to deposit cash in disbursement accounts in our name or in the name of an affiliate. While funds are held in this disbursement account, you will not earn interest on these funds. Until such time as payment is made, we (or an affiliate) will receive earnings on the funds so transferred in an amount generally equal to the "Fed Funds" rate of interest (which may be found in the financial section of the Wall Street Journal and other major newspapers). Any such earnings received by us on HSA funds held in disbursement accounts, and any revenue earned from the use of funds deposited in the Cash Account, shall be part of our compensation for servicing this HSA, and you acknowledge and understand that compensation otherwise charged by us for services under this Agreement would be higher if we did not earn

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interest on HSA funds we deposit in disbursement accounts to accommodate HSA contributions or distributions or did not earn revenues from HSA funds deposited in the Cash Account. If a check drawn on Distribution Account is not presented for payment within a maximum of one hundred eighty (180) days of the date it was written, the check shall be deemed invalid and the funds will be transferred from Distribution Account back to your Cash Account as soon as reasonably practicable. After the maximum number of days has passed, you may contact us to request a replacement check.

- 11.11 *Custodian Powers:* We may register securities in our own name or in the name of our nominee without disclosing that such securities are held as custodian or as nominee. Except as expressly provided otherwise in this Agreement, we shall have all of the powers generally conferred on Custodians under the laws of the State of Minnesota. Additionally, we shall also have the power to perform any and all acts that we deem necessary or appropriate for the proper Custodian servicing of your HSA.
- 11.12 *Beneficiary(ies):* If you die before you receive all of the amounts in your HSA, payments from your HSA will be made to your designated death beneficiary(ies) of your HSA. This designation can be made only on a form provided by or acceptable to us, and it will be effective only when it is filed with us during your lifetime. Unless otherwise specified, each death beneficiary designation you file with us will cancel all previous ones. The consent of a death beneficiary(ies) shall not be required for you to revoke a death beneficiary designation. If you have designated both primary and contingent death beneficiaries and no primary death beneficiary(ies) survives you, the contingent death beneficiary(ies) shall acquire the designated share of your HSA. If you do not designate a death beneficiary, or if all of your primary and contingent death beneficiary(ies) predecease you, your surviving spouse will be the death beneficiary, and if you have no surviving spouse, your estate will be the death beneficiary. If you designate your spouse as primary death beneficiary or contingent death beneficiary of the HSA, the dissolution, termination, annulment or other legal termination of your marriage will automatically revoke such designation. If your surviving spouse acquires the interest in this HSA by reason of being the death beneficiary at your death, this HSA shall be treated as if the surviving spouse were the Accountholder. In such event, your surviving spouse may need to complete any form we may require to document the re-designation of the HSA as his or her HSA.
- 11.13 *Termination of Agreement, Resignation, or Removal of Custodian:* Either party may terminate this Agreement at any time by giving written notice to the other party. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. We shall not be liable for any actions or failures to action the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this Agreement is terminated, we may hold a portion of your account to cover outstanding items and trailing transactions and charge to your HSA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- Any fees, expenses or taxes chargeable against your HSA.
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA.

If we are required to comply with Regulations Section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

We may establish a policy requiring distribution of the entire balance of your HSA to you in cash or property if the balance of your HSA drops below the minimum balance required under the applicable investment or policy established.

- 11.14 *Application of Other Laws, Termination or Amendment of Agreement.* The HSA established by this Agreement is not intended to constitute an “employee welfare benefit plan” or an “employee pension benefit plan” as defined by the Employee Retirement Income Security Act of 1974 (“ERISA”). Regardless of the status of the HSA under ERISA, we are not an “employer” or “plan sponsor” of the HSA or of any arrangement or plan of which the HSA is a part. We expressly disclaim responsibility for ERISA’s participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to your HSA, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. If and to the extent that the HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that the HSA is subject to ERISA’s continuation coverage requirements, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or on such later date, as we deem appropriate.

We will maintain all confidential information in accordance with all applicable banking laws and regulations (and applicable provisions of our privacy pledge). The HSA established by this Agreement, however, is not intended to be a “health plan” as defined by final regulations interpreting the Health Insurance Portability and Accountability Act of 1996 (the “HIPAA Privacy Rules”). Regardless of the status of the HSA under the HIPAA Privacy Rules, we are not a “plan administrator” or “plan sponsor.” We expressly disclaim responsibility for the duties imposed upon “covered entities” under the HIPAA Privacy Rules, except as may be agreed upon pursuant to a business associate agreement between us and a covered entity or any third party subject to the HIPAA Privacy Rules. If and to the extent that we are determined to be responsible for HIPAA compliance beyond the duties assumed pursuant to a business associate agreement, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or such later date, as we deem appropriate.

- 11.15 *Successor Custodian:* If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA trustee or custodian.
- 11.16 *Amendments:* We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
- 11.17 *Withdrawals or Transfers:* All requests for withdrawal or transfer shall be in a form acceptable to us. The tax identification number of the

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recipient must be provided to us before we are obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible additional tax on withdrawals before age 65 that are used for non-medical purposes. You may request distributions from your HSA for any purpose, subject to our rules and fees, if applicable, for processing requests for distributions. By executing this Agreement, you also direct us to permit automatic distributions to your Paying Agent as designated on the HSA Automatic Transfer Form (or similar form), subject to an agreement between the Custodian and the Paying Agent for the transfer of funds.

- 11.18 *Transfers and Rollovers From Other Accounts:* We can receive amounts transferred to your U.S. Bank HSA from the custodian or trustee of another HSA, an Archer MSA or a Roth or Traditional IRA. Transfers from an IRA are generally limited to a one-time transfer during the HSA accountholder's lifetime. IRA transfers to an HSA count toward and are limited to the maximum annual contribution allowed for the taxable year of said transfer. This transfer option does not apply to SEP or SIMPLE IRAs.

We can accept rollovers of an eligible amount from another HSA, an Archer MSA, an FSA or an HRA. For FSAs and HRAs, this is a one-time rollover option available only through the end of the 2011 taxable year for qualified HSA accountholders. Only one rollover is permitted to an HSA during any 12-month period. Generally, these rollovers are not subject or limited to the maximum annual contribution limit for your HSA.

You are not permitted to transfer or roll over excess contributions from another HSA, FSA, Archer MSA or IRA to a U.S. Bank HSA. It is your sole responsibility to notify us and request a withdrawal of any excess contribution assets transferred to your U.S. Bank HSA along with earnings thereon, if any. We reserve the right not to accept any transfer or rollover.

- 11.19 *Liquidation of Assets:* We have the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your HSA. We will liquidate your investments in the same proportion as your investment holdings, and you agree not to hold us liable for any adverse consequences that result from our decision to liquidate investments in this order. You understand that you might not receive the total amount of your requested distribution due to market fluctuations during the time period for processing your distribution request.

- 11.20 *Restrictions on the Fund:* Neither you nor any death beneficiary may sell, transfer or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your HSA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement.

- 11.21 *What Law Applies:* 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 the State of Minnesota shall apply.

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

Article XII

- 12.01 *Applicability:* This Article applies to your HSA debit cards used to withdraw funds from your HSA (referred to in this Article and Article XIII as "access devices"). Except as otherwise stated in this Article, your HSA access devices may be used like ordinary debit cards, and the Uniform Commercial Code and other applicable laws and rules that apply to debit cards also apply to your HSA access device transactions. HSA withdrawals will be made by transfers of your HSA's deposits held in the Transaction Account to pay debit card charges, and a corresponding debit reduction of your HSA balance for such withdrawn amounts.
- 12.02 *Authority and Use:* By accepting your HSA access devices, you authorize us to process any transaction made by any person who uses or signs the access devices. You understand and agree that we have no obligation to verify the identity of the person initiating or executing such transaction or the authenticity of their signature.
- 12.03 *No Overdrafts:* You are not authorized to initiate an HSA transaction for an amount greater than your available balance. If the Custodian, in its sole discretion, permits an overdraft from your HSA, you are obligated to repay such overdraft immediately, without the necessity for notice or demand by the Custodian. We reserve the right to charge you an insufficient funds fee or a returned check fee in accordance with our Health Savings Account fee schedule, as amended from time to time, if a check deposited to your HSA is returned unpaid. If you wish to determine the amount of these fees currently in effect, please contact us at our telephone number included on the last page of this Agreement.
- 12.04 *Unauthorized Transactions – Your Duty to Report Errors:* You agree to notify us immediately in the event your HSA access devices are lost or stolen. You also agree to examine all account statements within 60 days after they are mailed, delivered, or otherwise communicated or made available to you, and you agree to notify us in writing within that period of any discrepancies concerning your statement activity. Subject to any additional rights you may have under Article XIII for electronic banking transactions you understand and agree we will not be liable for any discrepancy, including, but not limited to, errors, missing signatures, alterations, unauthorized transfers, and forgeries, if such discrepancy is not reported to us in writing within 60 days after the statement that shows the discrepancy was mailed, delivered, or otherwise communicated or made available to you. You further agree we will not be liable for any discrepancy if there was an earlier discrepancy caused by the same wrongdoer that was not reported within 60 days after the first statement that includes the earlier discrepancy was mailed, delivered, or otherwise communicated or made available to you. In the event that your access device is lost or stolen or that someone has transferred or may transfer money from your account without your permission, please contact a Customer Service Representative at the phone number or address listed on the last page of this Agreement.
- 12.05 *Security:* It is your responsibility to protect the account numbers and HSA access devices we provide you for your HSA account. Do not discuss, compare, or share information about your account with anyone unless you are willing to give him or her full use of your money. If you furnish your access device and grant actual authority to make transfers to another person who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Article XIII

Electronic Banking Agreement for HSA Customers: This Article applies to debit card transactions, payment orders and electronic fund transfers for your HSA. Please read this Article carefully because it tells you about your rights and responsibilities for electronic fund transfers. Please also refer to your

Health Savings Account Agreement

Cardholder Agreement that you will receive with your Visa or MasterCard (Card) that describes other terms relating to the use of your Card to access the funds in your Account.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call or write to a Customer Service Representative at the telephone number or address on the last page of this Agreement.

13.01 *Types of Transfers:* You may use your HSA to make the following types of electronic funds transfers:

- Preauthorized credits. You may arrange for your HSA to accept certain types of electronic deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call the number referenced on the last page of this agreement or visit our web site www.mycdh.usbank.com find out whether or not the deposit has been made. You will receive a periodic account summary as described in section 13.10 of this Agreement.
- Preauthorized debits. You may arrange for your HSA to pay certain recurring bills by using electronic debit services. If you have arranged for automatic periodic payments to be deducted from your account and these payments vary in amount, you will be notified by the originator 10 calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the originator will notify you 7 calendar days prior to the new scheduled date.

To confirm the completion of automatic transfers, payments and/or direct deposits, please contact a Customer Service Representative at the telephone number or address listed on the final page of this Agreement or visit our website www.mycdh.usbank.com.

- Merchant Transactions. You may use your HSA to pay for goods or services at places that have agreed to accept the debit card access device to pay for qualified medical expenses.

13.02 *Limits on Transfers:* There are limitations on the total dollar amount of purchases at merchants during each 24-hour period beginning at 9:00 p.m. Central Time. We reserve the right to change this maximum daily limitation without notice, which we make based on periodic risk assessments. We will not reduce this limit below \$3,000 per day for purchases without giving you prior notice.

13.03 *Right to Stop Payment of Preauthorized Transfers:* To stop a preauthorized electronic payment or transfer please call a Customer Service Representative or send us a written request (see last page of this Agreement for phone number and mailing address).

You must contact us in time for us to receive your request and be able to act upon it, which in the case of these electronic payments is three (3) Business Days or more prior to the date the transaction is scheduled to occur. If you call, we may also require you to put your request in writing and forward to us within 14 days after you call. We may charge you a fee for each stop-payment order you give. Please see the Accountholder Pricing Information for current stop-payment fees.

You have no right to stop payment on any other type of electronic banking transaction. If you direct us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable to your losses or damages.

13.04 *Fees:* We may charge you fees for electronic funds transfers in accordance with the information found in the Accountholder Pricing Information. The fees may be changed at any time, subject to our giving you any notice required by law.

13.05 *Confidentiality:* We will disclose information to third parties about your HSA or transfers you make for the following reasons:

- Where it is necessary to complete transfers; or
- In order to verify the existence and condition of your HSA for a third party such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

13.06 *Bank Liability:* If we do not complete a transfer to or from your HSA on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages (limited to the amount of such transfer). However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood, for example) prevent the transfer despite reasonable precautions that we have taken.

13.07 *Authorized Transactions:* We assume that all transactions performed with your HSA card are authorized unless you promptly notify us to the contrary. If you allow access to your HSA card or HSA information, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You agree to be responsible for all HSA transactions made by anyone who you have authorized by (a) asking us to grant HSA access to another person; (b) lending your card to or allowing HSA access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your HSA or to be legally prevented from denying that you did so. You must notify us with any request to cancel and remove a person's authority.

13.08 *Consumer Liability: Zero Liability for All Transactions.* Except as provided in the next paragraph, you will not be liable for unauthorized use of your card and the associated account number printed on it (including purchases made over the phone or online). You still need to report the loss or theft of your card and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic funds transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

After 60 Days from Statement Notice. If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first provide a summary to you that discloses that unauthorized transaction, you will be liable for all fund transfers that occur after that 60-day period expires if such transaction could have been prevented had you reported it to us within the 60-day period. This rule applies to all forms of

Health Savings Account Agreement

electronic fund transfers (including but not limited to preauthorized withdrawals, internet transactions, and purchases with your card) that occur after the 60-day period following the first summary notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

MINNESOTA LIABILITY DISCLOSURE: If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes, § 47.69 and may recover, in addition to actual damages or \$500, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney's fees incurred.

- 13.09 *Error Resolution Notice:* In case of errors or questions about your electronic transfers, call a Customer Service Representative at the number on the last page of this Agreement or write us at the following address, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

U.S. Bank Healthcare Payment Solutions
c/o Health Account Services
PO Box 6122
Fargo, ND 58108-6122

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within ten Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten Business Days for the amount you think is in error, unless your transaction is a VISA or MasterCard transaction in which case we will credit your account within five days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten Business Days, we may not provisionally credit your account or reserve the right to debit the provisional credit that was previously applied.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Write to us at:

U.S. Bank Healthcare Payment Solutions
c/o Health Account Services
PO Box 6122
Fargo, ND 58108-6122

- 13.10 *Account Summaries:* Unless you have requested paper summary to be mailed to you by marking that selection at enrollment or otherwise notifying us of that election in a written notice to us, we will provide you with an electronic summary ("E-Summary") of your HSA's contributions, withdrawals, investment activity and earnings and balances, for each period. Your E-Summaries will be made available to you by Internet access in electronic form at the following website: www.mycdh.usbank.com (the "access website"). You will receive a monthly summary unless there are no transfers in a particular month. In any case, you will receive a summary at least quarterly for an account to or from which there are electronic transactions. Your periodic summary will be securely posted on the access website when it is available at the end of each period. You must access your HSA summary through use of an username and password that you will receive when you first log into the access website. You will need Adobe Acrobat Reader to view, print and/or save your HSA summaries. A link to adobe.com will be provided if you need to download the software. There is no fee for this download. The following summary rules apply:

- All other notices and communications we send to you from time to time related to your HSA will be made either by e-mail to the e-mail address we have on file for you, or by U.S. Mail to your mailing address. If we do not have an e-mail address, your HSA summary notices and other notices and communications will be sent to you by U.S. Mail to the mailing address we have on file for you. You are responsible to advise us via the access website, the telephone number on the last page of this Agreement, or in writing of any change to either your e-mail or mailing address. We reserve the right, at our choice, to send HSA notices and other notices and communications to you by U.S. Mail instead of e-mail and Internet delivery.
- Unless you have elected to receive paper summary by U.S. Mail, you agree to periodically check the access website to view your HSA summary and other communications/information. You are responsible for keeping your HSA PIN confidential, and we are not responsible for any other person's use of your PIN. Each period's summary will be available through the access website for seven years from the period end.
- If you close your HSA, your final account summary will be provided to you.
- HSA summaries, notices and communications will be accessible or sent to you electronically in Portable Document Format (PDF) that you can view, save to your computer or print as paper copies. Any legal notices related to your HSA will be either sent by U.S. Mail under separate cover if required by applicable law or delivered to you electronically by e-mail.

Health Savings Account Agreement

- You understand and agree that if you have not elected to receive paper summaries by U.S. Mail, you will receive HSA summaries and/or other communications/information electronically at the access website, which you agree to check periodically and you will not receive such summaries or other communications/information by U.S. Mail.

Article XIV

- 14.01 **Arbitration Provision.** You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and could be fully and properly adjudicated by, a small claims court. If arbitration is chosen by any party, the following will apply:
- (1) **NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.**
 - (2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. **YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**
 - (3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.
 - (4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.
 - (5) Other rights that you would have if you went to court might also not be available in arbitration.
- 14.02 The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or www.jamsadr.com and for the AAA by contacting the AAA at 1-800-778-7879 or www.adr.org. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 14.03 This Arbitration Provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by North Dakota law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

Article XV

- 15.01 *Your Ability to Withdraw Funds:* Our policy is to make funds from your, your employer's or other individual's electronic (ACH) deposits (as applicable), Wire Transfers (as applicable) and your check deposits (as applicable) available to you on the first Business Day after the day we receive your deposit. The following is our funds availability:
- If your electronic (ACH) deposit is received prior to 12:00 p.m. Central Time on a Business Day, we will consider that day to be the day of your deposit.
 - If your Wire Transfer is received by 11:00 a.m. Central Time on a Business Day, we will consider that day to be the day of your deposit.
 - If your check deposit is received by 8:00 a.m. Central Time on a Business Day, we will consider that day to be the day of your deposit.
 - If your deposit is received after the above mentioned cut-offs, we will consider that the deposit was made on the following Business Day.
- 15.02 *Longer Delays May Apply:*
- Funds you deposit by check may be delayed for a longer period under the following circumstances: We believe a check you deposit may not be paid; you have overdrawn your HSA repeatedly in the last six months; or you redeposit a check that has been returned unpaid.
 - There is an emergency, such as failure of computer or communications equipment.
 - We will notify you if we delay your ability to withdraw fund for any of the reasons above and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.
- 15.03 *Funds That Exceed IRS Limits:* Your deposit will not be made in the event that the deposit amount, when added to your total cumulative year-to-date contribution, exceeds the maximum annual contribution threshold as determined by the IRS. In this event, we will return the funds.

Health Savings Account Agreement

Article XVI

- 16.01 *Health Savings Account Information:* Any IRS district office will provide further information about health savings accounts, including a copy of IRS Publication 969 (titled “Health Savings Accounts and Other Tax-Favored Health Plans”) or IRS Publication 502 (titled “Medical and Dental Expenses”). You also may call 1-800-TAX-FORM (1-800-829-3676) or visit the IRS Internet site at <http://www.irs.gov>.
- 16.02 *Legal and Tax Advice:* You are responsible for determining the legal and tax implications of (1) establishing this HSA, (2) your eligibility for the HSA, (3) the amount of contributions made to the HSA, (4) the deductibility of contributions to the HSA, and (5) withdrawals from the HSA and related taxation. We have not, and may not, provide you with legal or tax advice. You are encouraged to consult with an accountant, lawyer or other qualified tax adviser about how the rules apply to your own situation.
- 16.03 *This HSA Is Not Endorsed by Your Employer:* HSAs are personal health savings vehicles rather than group employee benefits. Although with respect to this HSA your employer may have agreed to forward contributions through its payroll system to U.S. Bank as HSA Custodian, it has not specifically endorsed U.S. Bank or any other HSA provider. You are not restricted from moving funds to another HSA, but your employer is not required to forward payroll contributions to another HSA provider.
- 16.04 *IRS Approval:*
- **Account Documents.** This HSA uses IRS Form 5305-C, which is a model agreement for a health savings account that meets the requirements of Internal Revenue Code Section 223(a) and is pre-approved by the IRS. IRS approval is a determination only as to form and does not represent a determination on the merits of investment in this HSA.
 - **Account Administration.** The HSA Custodian must be a bank or another financial organization that has been authorized by the IRS to act as trustee or custodian of HSAs. This authorization is based on a determination that the organization will administer the accounts, as applicable, in accordance with the requirements of the Internal Revenue Code.
- 16.05 *State Laws Affecting HSAs:* Some states and localities may have tax laws that are different from the federal laws for HSAs. You should consult with your tax or legal advisor with questions about state and local laws that may affect your HSA.
- 16.06 *Legal Incapacity:* If you (or your beneficiary(ies), upon your death) are a minor or otherwise legally disabled, then we may require that any and all rights that you (or your beneficiary(ies)) could otherwise exercise under the terms of this Agreement or at law be exercised on your behalf (or on your beneficiary’s(ies’) behalf) by your representative (or that of your beneficiary(ies)), and may rely on the authority and direction of such representative for all actions taken with respect to the account.

U.S. BANK HEALTHCARE PAYMENT SOLUTIONS
C/O Health Account Services
PO BOX 6122
FARGO, ND 58108-6122
877-470-1771
www.mycdh.usbank.com



FACTS

WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- transaction history and credit history

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons U.S. Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does U.S. Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No*	We don't share

To limit our sharing

- Call 877-449-3593— to speak to a customer service representative or
- Visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Exercise Your Privacy Choice" page.

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

To limit our direct marketing

- To limit our direct marketing to you by mail or telephone, please call 877-449-3593—to speak to a customer service representative, or visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Exercise Your Privacy Choice" page.
- To limit our direct marketing to you by e-mail, visit us online: <http://www.usbank.com/privacy> and tell us your preference on the "Email Preferences" page.

Please note: We may contact our existing customers by mail, telephone, or email to offer additional financial products or services that we believe may be of interest to you. You may direct us not to send you such offers.

Questions?

Call 800-872-2657 or go to usbank.com

Who we are

Who is providing this notice?

Companies with the U.S. Bank and U.S. Bancorp names and other affiliates. Please see below for a list of other affiliates that do not have a U.S. Bank or U.S. Bancorp name.

What we do

How does U.S. Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does U.S. Bank collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- use your credit or debit card or make deposits or withdrawals from your account
- tell us about your investment or retirement portfolio

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply individually—unless you tell us otherwise.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with a U.S. Bank and U.S. Bancorp name; financial companies such as U.S. Bank National Association and U.S. Bancorp Investments, Inc.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *U.S. Bank does not share with nonaffiliates so they can market to you*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *U.S. Bank doesn't jointly market*

Other important information

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

For California residents: In accordance with California law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example, with your consent or to service your account. We will limit sharing among our companies to the extent required by California law.

For Vermont residents: In accordance with Vermont law, we will not share information we collect about you with companies outside of our corporate family, except as permitted by law, including, for example with your consent or to service your account. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

For Nevada residents: We may contact our existing customers by telephone to offer additional financial products that we believe may be of interest to you. You have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 800-USBANKS (800-872-2657), clicking the "Email Us" link at usbank.com, or writing to P.O. Box 64490, St. Paul, MN 55164. You are being provided this notice under Nevada state law. In addition to contacting U.S. Bank, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to:

Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection
100 North Carson Street, Carson City, NV 89701-4717

Additional U.S. Bancorp affiliates

The Miami Valley Insurance Company	Mississippi Valley Life Insurance Company	Elan Life Insurance Company
Access Mortgage Solutions, LLC	United Country Home Mortgage, LLC	Relocation Results Mortgage, LLC
WMF Mortgage Services, LLC	Arizona Mortgage Advisers, LLC	South Central Mortgage Solutions, LLC
Capital Residential Mortgage, LLC	Plus Relocation Mortgage, LLC	NRI Mortgage Services, LLC
TheMIGroup Mortgage Resources, LLC	Relocation Mortgage Group, LLC	

*Please keep in mind that, as permitted by applicable law, if you have a private label credit card account with us, we share information about you with our financial or retail partners in connection with maintaining and servicing your account, including for that financial or retail partner to market to you. Federal law does not give you the right to limit this sharing.