

2009 Group Participant HSA Enrollment Package

This HSA Enrollment Package (the "Enrollment Package") is for the Chase HSA that is provided by JPMorgan Chase Bank, N.A. ("Chase"). By completing and signing the attached Enrollment Form and Adoption Agreement, you are selecting Chase as your Health Savings Account ("HSA") custodian and are agreeing to the terms and conditions associated with the account and are requesting Chase to open an HSA on your behalf. As the custodian of your HSA, Chase will manage your account and safeguard your HSA funds.

Instructions

To expedite the enrollment process, please follow these steps:

1. Use black ink only. Do not use pencil. If you make an error, strike through it, and place your initials next to the correction.
2. Read the eligibility questions carefully.
3. Complete sections 1 through 4, and sign where indicated.
4. Sign the Enrollment Form and Adoption Agreement on page 6, and the Optional Beneficiary Designation Form that is part of this Enrollment Package. Please make a copy of this Enrollment Package for your records.
5. Return the completed Enrollment Form and Adoption Agreement and Optional Beneficiary Designation Form to your HR representative or broker.

Be sure to read this Enrollment Package and contact your financial advisor to determine if you are eligible to establish an HSA.

You may contribute to your HSA through payroll deductions – up to certain limits. For 2009, the contribution limit for individual coverage is \$3,000. For 2009, the contribution limit for family coverage is \$5,950. If you enroll in a high deductible plan after the calendar year has begun, you may still contribute up to the maximum contribution amount, provided that you maintain HDHP coverage for a 12 month testing period. (The testing period begins with the last month of the taxable year in which you enrolled and ends on the last day of the 12 months period following such month.) If you do not maintain continuous HDHP coverage for the testing period (other than for reason of death or disability), any HSA contributions which could not have been made otherwise (i.e. contributions attributable to any month(s) preceding the month in which you enrolled in the HDHP) are included in your gross income for the year in which you ceased to be eligible and those amounts are subject to an additional 10% excise tax. In addition, if you are age 55 or older, you may make an additional contribution of up to \$1,000 to your HSA in 2009. Please consult your tax advisor for further information.

Please note: For your convenience and only as permitted by your HDHP, your employer may make regular pre-tax deductions from your pay and/or other direct contributions, and forward these deductions to your HSA cash account through an electronic funds transfer (EFT). You should expect to see HSA payroll deductions on your pay stub shortly thereafter, consistent with the timing of your normal payroll process.

If you do not have payroll deduction and are contributing to your HSA through electronic funds transfer (EFT) from your personal checking account – after your application for health coverage is approved, the HSA Enrollment Form and Adoption Agreement will be processed. You should receive your new Chase HSA debit card within 7-10 business days after processing of the HSA Enrollment Form and Adoption Agreement. At that time, if you wish to order checks that can be written off your HSA account, please follow the ordering instructions contained in the Chase Welcome Kit.

If your employer is not sending contributions for you, Chase requires an initial contribution of at least \$50. Your \$20 account set-up fee will be deducted from this initial contribution. To streamline the process, this

contribution must be made through electronic funds transfer (EFT) automatic debit from your checking account. Please complete Section 2b of this Enrollment Package to authorize the electronic funds transfer. To enroll, you will need to include a voided check from the checking account from which the initial contribution will be withdrawn. The initial deposit will be processed within one week of enrollment or within 7-10 days after your Chase HSA has been opened and your identification has been verified. The recurring EFT monthly withdrawal will start approximately 30 days from your HSA account open date. Chase may for business reasons modify the date of the EFT monthly withdrawal by increasing the number of days between monthly withdrawals.

Are You Eligible?

It is the responsibility of the individual participant to ensure he or she is eligible for an HSA. To be eligible to open an HSA, you must satisfy all of the following conditions established by law:

1. You have health coverage under a qualified high deductible health insurance plan (HDHP) with a minimum annual deductible of not less than \$1,150 for single coverage, or \$2,300 for family coverage, with out-of-pocket expenses capped at \$5,800 for individuals and \$11,600 for families (amounts apply for 2009).
2. You are not covered by another health insurance plan, either as an employee or as a dependent, other than another high deductible plan, or a plan providing specific, limited coverage (such as specific disease insurance, dental insurance, vision insurance, accident insurance, a hospital indemnity plan or long-term care coverage).
3. You are not enrolled for benefits under either Part A or Part B of Medicare (generally after reaching age 65).
4. You cannot be claimed as a dependent on another person's tax return.

If you do not meet all four of these qualifications, please do not complete this enrollment form. Please consult with your employer or your tax advisor as to your eligibility to open an HSA.

Additionally, to open an HSA at Chase you must be a U.S. citizen or resident alien, have an address in the U.S. and, be 18 years of age or older.

Please Note: If your employer offers a Health Care Flexible Spending Account (FSA) and you choose to enroll in both the Health Savings Account and FSA; the eligible expenses on the FSA must be limited to certain items such as dental, vision, preventative or medical expenses after you have met your deductible. Certain rules and restrictions also apply if you have a healthcare reimbursement account (HRA). Please consult with your tax advisor or employer for further information.

After your Enrollment Form and Adoption Agreement has been processed and your identification has been verified by Chase, you will receive your new Chase HSA cash account debit card within 7-10 business days or shortly after the effective date of your plan, whichever is later.

Questions?

For questions about your Chase HSA plan and enrollment, call 888-854-0537.

Section 1

Personal Information

HSA applicant information (the fields marked with an asterisk are required)

*Name _____ Last First MI

*Social Security # _____ *Date of birth ____/____/____ Month Day Year

Residential Address

*Street address _____ *Apt. # _____

*City _____

*State _____ *Zip code _____

Mailing Address (if different than residential address)

*Street address _____ *Apt. # _____

*City _____

*State _____ *Zip code _____

*Daytime telephone () _____ Evening telephone () _____

E-mail Address _____

High Deductible Health Plan (HDHP) Effective Date ____/____/____ Type of coverage: [] individual [] family Month Day Year

Note: Please remember that we will open your account on the effective date as long as your identity can be verified. The actual account open date may be later than the effective date.

Maiden Name (Please complete if different from name above, required for identification purposes) _____ Last First MI

Employer information

Employer _____

Street _____ Apt. # _____

City _____

State _____ Zip code _____

Phone number _____

Additional HSA Debit Card Option

I would like an additional debit card issued to my spouse or dependent listed below for my HSA account at no charge. I understand that the second cardholder will have full access to all the funds in my HSA account and to balance information and transaction history related to my HSA account. In addition, I will be responsible for any fees for replacement cards or lost/stolen cards reported by my spouse or dependent.

Second Card Holder Name _____ Last First MI

Please note: The personal information provided in this application must match the personal information provided for your medical health insurance.

Internal Use ONLY

1. GN _____ 2. CN _____ 3. HDHP ED _____ 4. CC _____

397 # _____

Section 2a

Payroll Deduction Contribution Authorization

Please Note: only complete this section if you will be contributing via payroll deduction.

Rollover Contribution

You are permitted to rollover funds on a tax-free basis from a Medical Savings Account (MSA) or another HSA to your Chase HSA. MSA and HSA rollovers do not decrease the amount that may be contributed to the HSA during the year.

You also may have the option to execute a one-time, tax-free rollover of funds from a Flexible Spending Account (FSA) or Health Reimbursement Account (HRA) to your Chase HSA. FSA and HRA rollovers do not decrease the amount that may be contributed to the HSA during the year. For FSA or HRA rollovers, please contact your employer for more information because the rollover must be made directly by your employer to Chase as HSA custodian.

You are permitted to execute a one-time, tax-free trustee-to-trustee transfer of funds from an Individual Retirement Account (IRA) into your Chase HSA. Unlike the rollovers described above, IRA transfers do decrease the amount that may be contributed to the HSA during the year and therefore the amount of the transfer cannot exceed the applicable annual HSA contribution limit set by one's existing coverage.

Please call HSA customer service at 1-888-854-0537 to obtain a rollover or trustee-to-trustee transfer request form.

Contribution Criteria

Your employer may deduct your contributions on either a pre-tax or post-tax basis depending on your employer's plan design. (Post-tax contributions can normally be claimed as an above-the-line deduction on your annual tax return.) You and your employer will determine how much to deduct from each paycheck based on the number of pay periods remaining in the year at the time of your enrollment. Some employers may also make their own contribution to your HSA. You will also be able to make your own direct contributions by sending Chase a check drawn on your personal bank account or by authorizing Chase to debit your bank account through an Electronic Funds Transfer (EFT) transaction. Your total annual contribution must NOT exceed the amount allowable by law. Please read Section 5 of this Enrollment Package, which includes the disclaimer statement, (and consult with your tax advisor to review your specific circumstances) to determine your allowable HSA contribution. If you exceed your allowable annual contribution, you may be subject to IRS tax penalty.

You must sign below to enroll in a Chase HSA.

Authorization

I authorize my Employer to deduct an annual total of \$_____ from my pay for 2009, beginning no earlier than _____, (the effective date of my HDHP)

Month Day Year

and to deposit my contributions into my HSA account. I also authorize my employer to initiate (if necessary) debit entries and adjustments for any credit entries in error to my HSA. In the event that my employer will be making contributions to my HSA through payroll deductions or otherwise, I am aware that JPMorgan Chase Bank, N.A. or its designee will forward the funding account instructions to my employer under separate cover. This salary reduction election is subject to the terms and conditions of my employer's plan (including any restrictions on changing pre-tax elections if my employer's plan is a cafeteria plan).

X

Signature of payor

Social Security number

Printed name

Date

Section 2b

Personal Checking Account Contributions, EFT Authorization

Please Note: only complete this section if you do not have payroll deduction.

Rollover Contribution

If you currently have a medical savings account (MSA) or health savings account (HSA) with another financial institution, you may roll this account into your new Chase HSA. Please call HSA Customer Service at 888-854-0537 to obtain a rollover request form.

Contribution Criteria

- An initial deposit of at least \$50 is required to open your Chase HSA.
- A one-time, non-refundable fee of \$20 for processing your Chase HSA enrollment will be deducted from your initial contribution.
- Your total annual contribution for 2009 must NOT exceed the amount allowable by law. Please read the Disclosure Statement (and consult with your tax advisor to review your specific circumstances) to determine your allowable HSA contribution. If you exceed your allowable annual contribution, you may be subject to IRS tax penalty.

Please complete the information below to enroll in a Chase HSA. Please note: You must authorize the initial deposit in order to enroll in your HSA.

Electronic Funds Transfer (EFT) Authorization

You must check box 1. Boxes 2 and 3 are optional:

- By signing below, I authorize JPMorgan Chase Bank, N.A. ("Chase") to deduct an initial deposit in the amount of \$_____ from my designated bank account as indicated on the attached check (minimum \$50 initial deposit required).
- I authorize JPMorgan Chase Bank, N.A. ("Chase") to deduct a monthly electronic funds transfer (EFT) withdrawal from my designated bank account as indicated on the attached check in the amount of \$_____.
- My contribution to this Chase HSA will be a rollover from another HSA, MSA, HRA or IRA. I do not wish to authorize additional contributions by EFT at this time.

If you wish to make a contribution deposit to your Chase HSA by check, please use the deposit slips provided in your Welcome Kit or contact Customer Service to request additional deposit slips. Remember to write your Chase HSA account number (which can be located by logging onto www.chasehsa.com and viewing your account summary screen) on the deposit slip and the check. Please do not send a contribution check with this enrollment form. **If you do so, it will be returned to you without being processed.**

Please Note: Your contributions from the above authorizations should not exceed your annual contribution amount allowable by law.

All participants are recommended to use an EFT monthly withdrawal for on-going contributions. It is the participant's responsibility to ensure that there are sufficient funds available in their account at the time of withdrawal.

I hereby authorize JPMorgan Chase Bank, N.A. ("Chase") to initiate debit entries to the account indicated on the attached check. The initial deposit will be processed within 7-10 days after my Chase HSA has been opened and my identification has been verified by Chase. The recurring EFT monthly withdrawals if applicable, will start approximately 30 days from the HSA account open date. Chase may for business reasons modify the date of the EFT monthly withdrawal by increasing the number of days between monthly withdrawals.

This authority is to remain in full force and effect until Chase has received written notification from me of its termination in such time and in such manner as to afford a reasonable opportunity to act on it.

X


Signature of payor

Social Security number

Printed name

Date

To begin the EFT withdrawal, we need your designated bank account information. Please attach a voided check. (Please note: If the voided check is from a business account, please provide a copy of the Business Certificate, Partnership Agreement or Corporate Resolution.)

 **attach voided check here**

Section 3

Beneficiary Designation Form (Optional)

If you so desire, you may list one or more persons to be the primary and contingent beneficiaries for your HSA (including your estate or a trust, as applicable). If you designate more than one primary or contingent beneficiary, please be sure that you indicate the percentage share that each is to receive and that the percentages for each type of beneficiary add up to 100%.

This HSA beneficiary designation is effective upon receipt by Chase, and unless otherwise specified, cancels all previous HSA designations on file with Chase.

Primary Beneficiary 1

*Name _____ Social Security # _____
 Street address _____ Apt. # _____
 City _____ State _____ Zip code _____
 Telephone number _____ *Relationship _____ *Beneficiary % _____

Primary Beneficiary 2

*Name _____ Social Security # _____
 Street address _____ Apt. # _____
 City _____ State _____ Zip code _____
 Telephone number _____ *Relationship _____ *Beneficiary % _____

Primary Beneficiary 3

*Name _____ Social Security # _____
 Street address _____ Apt. # _____
 City _____ State _____ Zip code _____
 Telephone number _____ *Relationship _____ *Beneficiary % _____

Contingent beneficiaries will receive your HSA assets in the event that all of your primary beneficiaries die before you.

Contingent Beneficiary 1

*Name _____ Social Security # _____
 Street address _____ Apt. # _____
 City _____ State _____ Zip code _____
 Telephone number _____ *Relationship _____ *Beneficiary % _____

Contingent Beneficiary 2

*Name _____ Social Security # _____
 Street address _____ Apt. # _____
 City _____ State _____ Zip code _____
 Telephone number _____ *Relationship _____ *Beneficiary % _____

X _____
***Signature of payor**

Printed name _____
Date

If you are a resident of a community or marital property State and you have designated someone other than, or in addition to, your spouse as beneficiary, please have your spouse authorize the designation by signing below:

Spousal Consent: I am the legal spouse of the HSA account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the tax consequences of giving up my interest in this HSA, I have been advised to see a qualified tax professional. I hereby consent to the beneficiary designation(s) indicated above.

X _____
***Spouse's Signature** _____
Date

Printed name *required fields

Section 4

Certification

Statement Option

I understand that this HSA service is designed to provide me with account balance and transaction history electronically by phone or over the Internet at www.chasehsa.com. I also understand that once I have received my Chase Welcome Kit and opened my account, I can call 888-854-0537 to request to receive a paper statement sent via the U.S. Postal Service at a cost of \$.95 per month.

Certification

This Adoption Agreement, when signed by me and accepted and approved by JPMorgan Chase Bank, N.A., as custodian, constitutes my agreement to the terms and conditions of the Adoption Agreement and the Chase HSA Custodial Account Agreement (which is incorporated into this Adoption Agreement by reference). In addition, by signing this Adoption Agreement, I:

1. Agree that I have received, read and agree to the terms, conditions and disclosures contained in this Chase Health Savings Account (HSA) Enrollment Package.
2. Hereby certify that the information I have provided in this Adoption Agreement including, but not limited to, my Social Security number, is true and correct.
3. Appoint Chase as my HSA custodian.
4. Certify that I am eligible to establish this HSA, to make contributions to this HSA and that I shall comply with all laws and regulations governing HSAs and my actions with respect to my HSA.
5. Am responsible for administering my HSA and that Chase has no duty to determine the investment, tax, legal or other consequences resulting from my actions or inactions with respect to my HSA.
6. Authorize Chase to provide information about my HSA, including my account number, to my employer and those acting on behalf of my employer or Chase, in connection with the establishment, funding and maintenance of my HSA.
7. Acknowledge that Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account and that the information I provide in this document will be used for such purposes.

X

*Signature of payor

Printed name

Date

*required field

Section 5

Chase Health Savings Account Disclosure Statement

HSA Fee Schedule

The following fees apply to your HSA. Such fees shall be paid by you in accordance with the terms of your Custodial Agreement unless otherwise noted.

HSA application processing fee	\$20.00
Monthly account management fee	\$3.00 per month
Account statement mailed monthly	\$.95 per month (online statements are free of charge)
Debit card transactions at merchant locations	No charge
ATM withdrawals	\$1.00 per transaction
ATM balance inquiries	\$1.00 per transaction
ATM/POS transaction denials	\$1.00 per transaction
Cash advance fee (teller assisted withdrawal)	\$5.00 per transaction
Replace lost or stolen debit card	\$12.00 per occurrence
Checks:	
– Check writing	\$.25 per check processed
– Stop check/Non sufficient funds (“NSF”)	\$20.00 per occurrence
– Check book issuance	\$10.65 per check book
– Duplicate check	\$10.00 per copy
Account closing	\$15.00 per account
Returned deposit check or EFT	\$10.00 per deposit
Changes to monthly EFT contribution processing orders	\$5.00 per instance
One-time EFT contribution processing orders	\$5.00 per instance
Currency conversion	2.5% per foreign currency conversion*

*Transactions made in currencies other than US dollars are subject to a JPMorgan Chase foreign currency conversion fee of 2.50%.

A portion of the set up, management and account closure fees will be transferred to WellPoint as an administrative service fee in connection with the establishment and maintenance of this account.

Chase may change the amount or type of any of the above fees or add additional fees at any time in accordance with the terms of the Custodial Agreement.

¹This includes manual withdrawals, return of excess contributions, mistaken distributions requested, or mistaken contributions.

We receive interchange fees for use of the HSA debit cards. The fees may vary and are subject to change in the future, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions generally.

Section 6

Chase HSA Custodial Account Agreement (Under Section 223 of the Internal Revenue Code)

By completing, executing and submitting (whether completed, executed and submitted in paper format or electronically) the Chase HSA Adoption Agreement ("Adoption Agreement"), you are indicating your desire to establish a Health Savings Account ("HSA") with JPMorgan Chase Bank, N.A. This Chase HSA Custodial Account Agreement ("Custodial Agreement") is incorporated into the Adoption Agreement by reference. Throughout this Custodial Agreement the words "you" or "your" refer to you the HSA account holder and the words "us", "our", "we" and "Chase" refer to JPMorgan Chase Bank, N.A.

Article I – Establishment of the HSA

1. If you meet the eligibility requirements set forth in this Custodial Agreement, you may establish an HSA by completing the Adoption Agreement. An initial deposit to your HSA may also be required. This Custodial Agreement becomes effective and your HSA is established as of the date we approve you for an HSA. For tax purposes, your HSA may not be effective until funds are deposited in your HSA.
2. All funds deposited on your behalf in your HSA will be held by us. We will establish an account in your name to receive the funds deposited to your HSA on your behalf. You authorize us to act without further inquiry in accordance with written instructions bearing your electronic signature.
3. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of the HSA. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under applicable law in connection with your HSA. Because of the unfavorable tax consequences that could result from improper or mistaken establishment or use of any HSA, you should consult with a qualified tax professional before executing the Adoption Agreement.
4. The funds in your HSA may not be used to satisfy the debts, contracts or torts of any person entitled to distributions under this Custodial Agreement. You may not assign or transfer your right in your HSA except as otherwise provided in this Custodial Agreement.
5. The HSA is established by you pursuant to Federal tax law, and is neither endorsed by nor sponsored by your employer or any other third party. Rather, your HSA is an individual custodial account maintained and administered by us. As a result, the HSA is not part of an ERISA benefit plan, even if your employer contributes to your HSA or pays your custodial fees, or you make pre-tax contributions under a cafeteria plan.
6. You acknowledge and agree that nothing in this Custodial Agreement is construed to confer fiduciary status upon us for any purpose. We are not required to perform any services not set forth in this Custodial Agreement unless specifically agreed to by us in writing.
7. You acknowledge that we will maintain your personal information including, but not limited to, your name, address, phone numbers, e-mail address, and taxpayer identification number and such information will be maintained in a confidential manner in accordance with our privacy policy(ies) as may be amended by us and provided to you from time-to-time.

Article II – Eligibility

You represent and warrant that you are eligible to establish and contribute to an HSA, and that you meet (or met during the period for which you desire to open and contribute to an HSA) the following conditions: (1) you are covered as a participant or covered dependent under a high deductible health plan ("HDHP"); (2) you are not enrolled in disqualifying non-high deductible coverage maintained by you, your spouse, your employer or through any other source; (3) you are not entitled to benefits under Medicare; and (4) you can not be claimed as a dependent on another person's tax return. You acknowledge and agree that you are solely responsible for determining whether you are an eligible individual (as defined in Section 223(C)(1) of the Internal Revenue Code Section of 1986 and the regulations promulgated thereunder (as amended from time-to-time, the "Code")). We are not responsible for verifying your status as an eligible individual.

Article III – Contributions

1. We will accept cash contributions to the HSA made by you or by others on your behalf (e.g., by an employer, family member or any other person). The amount that you contribute through payroll deductions or other funding sources and how much your employer or any other person or entity contributes on your behalf will be determined solely by agreement between you and your employer or you and such other contributors.
2. All contributions to your HSA must be in cash and in US Dollars. No property or in-kind transfers will be accepted.
3. We will refuse contributions to your HSA that exceed the annual maximum contribution amount for family coverage plus the allowable catch-up contribution. At our discretion, we may require you to provide certification to us that you have attained the age of 55 before we accept any catch-up contribution amounts.
4. Contributions for any given tax year may be made at any time before the deadline for filing your federal income tax return for such year (without extensions). All contributions received by us during a calendar year (other than rollover contributions or direct transfers) will be considered made for that calendar year for purposes of reporting. At our discretion, we may allow deposits for a prior or subsequent calendar year consistent with the requirements of Code Section 223 and any administrative procedures implemented by us.
5. We are not responsible for any duty not specifically assumed by us herein. By way of example, but not limitation, we are not responsible for the following: (a) determining whether the contributions made to your HSA, alone or in conjunction with contributions to other similar accounts, exceed, in the aggregate, the maximum annual contribution limit set forth in Code Section 223(b); (b) determining whether you are eligible under Code Section 223 to make a contribution or have a contribution made on your behalf; and (c) any adverse tax or other consequences as a result of such contributions. The Internal Revenue

Service ("IRS") imposes an excise tax upon any excess contribution that is made to your HSA and for each year in which the excess remains in your HSA. We are not responsible for determining the amount of any excess contribution. If you notify us that an excess contribution has been made, or that you are not eligible under the Code to make a contribution or have a contribution made on your behalf, we will return the excess contribution, and net earnings (if any) attributable to that contribution as determined in accordance with applicable law, upon request after notice of need for return of such funds is brought to our attention.

Article IV – Rollovers and Transfers

1. You may roll over funds from another HSA or Archer Medical Savings Accounts (as defined in Code Section 220), if you tell us in advance that you want to deposit a rollover and you provide us with any other information we request, including a written (or electronic) rollover election.
2. You also may have the option to execute a one-time, tax-free rollover of funds from a Flexible Spending Account ("FSA") or Health Reimbursement Account ("HRA") to your HSA at Chase. These rollovers are subject to additional rules and limitations. You can request a rollover form from us, but you must contact your employer to see whether a rollover is permitted.
3. You are permitted to execute a one-time, tax-free trustee-to-trustee transfer of funds from an Individual Retirement Account ("IRA") to your HSA. These transfers are subject to additional rules and limitations. You can request a transfer form from us, but must contact your IRA custodian/trustee to see whether a transfer is permitted, and initiate the transfer.

Article V – Non-Forfeiture

Your interest in the HSA is nonforfeitable. In the event the HSA is terminated in accordance with this Custodial Agreement, all funds allocated to your HSA will be distributed to you in accordance with this Custodial Agreement and the Code.

Article VI – Cash Account

Funds in your HSA will be deposited into an FDIC-insured (within Federal limits) deposit account ("HSA Cash Account") and will earn interest at a rate established by us. We reserve the right to change the interest rate and annual percentage yield at any time at our sole discretion without advance notice to you. We also reserve the right to establish (and change) balance levels on which different rates of interest may be paid. We use the daily balance method to calculate interest which means we apply a daily periodic rate to the balance in your HSA Cash Account each day. The interest rate for the month will be disclosed to you in your on-line account transaction history and (if you elect to receive one) in monthly account statements. Interest is credited and compounded monthly. Deposits to your HSA Cash Account begin to accrue interest on the business day that we consider the deposit to be available to your HSA Cash Account under our funds availability policy described in this Custodial Agreement. If you close your HSA before interest is credited to your HSA Cash Account you will lose and will not be entitled to receive that interest.

Article VII – Investment Account

1. At our election, additional investment options, such as mutual funds ("HSA Investments"), may be made available for all or a portion of balance in your HSA Cash Account in excess of a minimum amount established by us. Only investment vehicles approved for Individual Retirement Accounts set forth in Code Section 408 will be made available (if any). The HSA Investments, including mutual funds, are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested.
2. We, in our sole discretion, may establish different categories or types of sub-accounts based upon the anticipated use of the funds in an HSA and investment objectives. We, in our sole discretion, may also establish different investment options for each category or type of sub-account.
3. We may, at our sole discretion, hire third party service providers, such as record keepers, clearing firms, investment advisers or broker-dealers, to provide certain services with respect to the HSA Investments.
4. We, and any service provider we may hire, do not, and will not, provide any investment advice to you in connection with the HSA Investments or your HSA nor do we or our service providers have any duty to review or monitor the HSA Investments you hold in your HSA Investments account. We will have no duty to monitor or replace the mutual funds or other investment options that are made available to you as HSA Investments and we make no representations as to the quality or performance of such investment options although we reserve the right to replace any investment option at any time at our sole discretion. We will have no liability or responsibility for the investment decisions made by you and shall not be liable for any loss which results from your exercise of investment control over your HSA. You (or, upon your death, the death beneficiary) shall have and exercise exclusive responsibility and control over the investment of any funds within your HSA, and we have no duty to question the investment directives provided by you.
5. No part of your HSA funds may be invested in life insurance contracts; nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund.
6. To the extent applicable, we will settle all purchases, sales, exchanges, investments and reinvestments of HSA Investments only upon receipt of, and pursuant to, your instructions (or of the death beneficiary) as communicated to us, provided such instructions are given to us in a form acceptable to us. If any such orders are not received as required, or, if received, are unclear in our opinion, all or a portion of the contribution may continue to be held as funds in your HSA Cash Account without liability for loss of income or appreciation, and without liability pending receipt of an acceptable order or clarification.
7. We will have no duty or obligation to review, or make recommendations for the investment and reinvestment of any property held in any omnibus custodial account including, without limitation, any uninvested cash. However, we may refuse to settle any investment, purchase, exchange or reinvestment for which we cannot provide adequate administrative facilities or which, in

our sole judgment, involves unacceptable business risk to us or for which your HSA Cash Account has insufficient assets to cover the transaction on settlement date. Our right to refuse to accept any particular property or execute any transaction will in no way be construed to grant us discretionary authority over your HSA. All acquisitions or dispositions of assets must be made in accordance with applicable law or regulations.

8. The establishment of HSA Investments must be done pursuant to and will be governed by the additional terms and conditions set forth in a separate agreement with J.P. Morgan Institutional Investments Inc., member FINRA and SIPC, a broker-dealer subsidiary of ours.

Article VIII – Deposits and Availability of Funds.

1. All contributions to your HSA are credited initially to your HSA Cash Account. Funds in the HSA Cash Account are FDIC-insured to the extent provided by law and will typically be available for withdrawal after the day of deposit depending upon the type of deposit. The day of deposit is the banking day on which the deposit is received by Chase before the cut-off time specified by Chase for the place where the deposit is received. Deposits received after the applicable cut-off time will be deemed received the next banking day. Deposits by electronic funds transfer will be available on the day Chase determines the deposit is made. Automated Clearinghouse (“ACH”) credits to the HSA Cash Account will be available on the day of receipt by Chase. ACH drawdown debits from other accounts to your HSA Cash Account will generally be available two banking days after the drawdown request is submitted by Chase to the ACH system. Deposits by check will generally be available no earlier than three banking days after the day of deposit. In certain circumstances, longer delays in availability may apply such as for large dollar items, checks requiring special handling, checks drawn on out of state banks, emergency situations such as failure of communications or computer equipment and for any other reason as permitted by applicable law or regulation. If funds are being credited to your HSA Cash Account through payroll deduction, please check with your employer regarding the timing and application of the payroll deposits to Chase’s system. We reserve the right to make adjustments to your HSA Cash Account balances to correct funding errors on deposits made to your HSA and to withdraw any funds that should not have been placed in your HSA.
2. We may refuse, limit or return any contributions received for deposit to your HSA. In addition, we may return contributions deposited on your behalf. You give us the irrevocable right to place your unqualified endorsement on any check that is deposited to your HSA. You agree not to deposit any item you have endorsed “without recourse.”
3. Neither you nor your beneficiary shall be entitled to use any portion of the HSA as a security for a loan, nor shall you engage in or direct us to engage in any prohibited transaction, within the meaning of Section 4975 of the Code.
4. Notwithstanding anything else herein, you acknowledge that, with regard to portions of your HSA that you have selected and directed for investment in HSA Investments, any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific investment made by you and the terms and conditions of your HSA regarding availability of funds.

Article IX – Distributions from the HSA

1. Distributions of funds from your HSA may be made at any time upon your direction. Only you and any authorized signer you designate through the process established by us can initiate distributions from your HSA except as otherwise set forth herein.
2. Distributions from your HSA that are used exclusively to pay or reimburse qualified medical expenses of you, your spouse (as defined by the Code) or your dependents (as defined by the Code) are tax-free. However, distributions that are not used for qualified medical expenses are included in your gross income and may be subject to an additional excise tax imposed by the IRS. You acknowledge that you are solely responsible for reporting such amounts as income on IRS Form 8889 attached to your personal income tax return. You are also solely responsible for determining the state income tax consequences of establishing, maintaining, contributing to and taking distributions from your HSA.
3. We are not required, and will not determine, whether any distribution is for the payment or reimbursement of qualified medical expenses. You and only you are responsible for substantiating that each distribution is for a qualified medical expense(s) and you must maintain records sufficient to show that the distribution is tax-free.
4. You agree that you may only take a distribution to the extent there are sufficient funds in your HSA. You acknowledge and understand that we have no obligation to distribute funds when there are insufficient funds in your HSA. If a requested distribution exceeds available funds in your HSA we will not liquidate any HSA Investments you may have without your authorization to ensure sufficient funds in your HSA to cover the requested distribution. If your HSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft. We reserve the right to pay the distributions you make from your HSA in any order we determine without regard to the method of withdrawal. The order in which you take distributions may not be the same as the order in which we post those transactions to your HSA.

Article X – Transfers of HSA Upon Death or Divorce

1. You have the right to designate one or more beneficiaries to whom your HSA funds will be distributed upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by us, or a form that is otherwise acceptable to us. Any such beneficiary designation may be revoked by you at any time by delivering written notice of the revocation to us, and shall be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date. You understand that the consent of your spouse may be necessary if you wish to name a person other than or in addition to your spouse as beneficiary or to change an existing beneficiary designation. If there is no beneficiary designation on file with us at the time of your death, your legal spouse will be deemed to be your beneficiary. If you are not married at the time of your death, the funds will be paid to your estate.

2. You represent and warrant that any beneficiary designation submitted to us satisfies all legal requirements under applicable law. We may presume that a beneficiary is legally competent until we receive written notice to the contrary.
3. If you die before the entire interest in your HSA is distributed, the remaining HSA balance will be disposed of as follows:
 - (a) If the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of your death (unless otherwise specified by applicable laws).
 - (b) If your beneficiary(ies) is not your spouse, the HSA will cease to be an HSA as of the date of your death and the fair market value of the account will be taxable to that person (or your estate) in the tax year that includes the date of death, reduced by any payments made for your qualified medical expenses if paid within one year of your death.
4. If a request for a transfer is made pursuant to the terms of a divorce or separation agreement, we must receive the request within 90 days of the effective date of the divorce or separation instrument. Transferring your interest to someone other than your spouse may subject you to income tax and penalties on the transferred amount.

Article XI – Information and Changes in Information

1. We are entitled to rely upon information and instructions we receive with respect to your HSA, including the information contained in your Adoption Agreement, and have no obligation to make further investigation or inquiry, except as required by law or as otherwise required in this Custodial Agreement. You represent and warrant to us that any information or instruction you have given or will give us with respect to your HSA is complete and accurate. If we fail to receive directions 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 action or failures to act, and you agree to indemnify us for any loss, damage or liability we incur or may incur as a result of such direction, action or failure to act.
2. You agree to provide us with information necessary for us to prepare any report or return, as required of us by the IRS, the Code or other applicable law.
3. You agree to immediately notify us of any changes in your marital status, name, address, email address, or other information provided to us that we rely on or we would need to keep your HSA in compliance with any applicable law.

Article XII – Amendments

The rights, duties, and obligations of both you and us with regard to your HSA are governed by this Custodial Agreement, the other agreements, terms and conditions and documents as may be referenced herein and such other terms and conditions and agreements relating to the HSA as may be provided to you from time-to-time. We may amend this Custodial Agreement without your consent and any amendment will become effective on the date stated in the notice; provided, that this Custodial Agreement will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of such change. If any provision of this Custodial Agreement is found to be in conflict with the Code or other laws, the Code or such other laws will supersede that provision.

Article XIII – Liability

1. You will indemnify and hold us harmless from and against any claim, loss, liability, damage, cost, or expense (including reasonable attorney's fees) that arises or may arise in connection with this Custodial Agreement or your HSA, except liabilities, damages, costs, or expenses that arise from our breach of any of our duties under this Custodial Agreement.
2. In connection with this Custodial Agreement and your HSA, we are not responsible for any act or failure to act that is reasonable under the circumstances or that is consistent with any applicable laws, rules or regulations of the applicable state law, or with general commercial practices of banks. You agree to indemnify and hold us harmless from and against any claim, loss, liability, damage, cost, or expense, including reasonable attorney's fees, incurred or to be incurred by us resulting from any action we take or do not take in honoring your instructions including, but not limited to, all verbal, electronic or facsimile instructions received with respect to your HSA, or in connection with our honoring of any subpoena or court order relating to your HSA.
3. **WE ARE NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGE, LOSS, COST OR EXPENSE OF ANY TYPE OF NATURE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. EXCEPT AS SET FORTH IN THIS AGREEMENT, WE DO NOT MAKE ANY REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, STATUTORY OR IMPLIED.**

Article XIV – Notices

Any required notice regarding this Custodial Agreement and/or the HSA will be considered effective when we send it to you at the last address that we have in our records or make the notice available to you online through our HSA website. Any notice to be given to us will be considered effective when we actually receive it at the respective addresses for us provided to you.

Article XV – Governing Law; Waiver of Jury Trial; Legal Action

1. This Custodial Agreement will be governed by and construed in accordance with the applicable laws of New York, without giving effect to the principles of that state relating to conflicts of laws, and Federal laws applicable to HSAs. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED**

WITH, RELATED TO OR INCIDENTAL TO THIS CUSTODIAL AGREEMENT OR THE HSA. YOU AGREE THAT THE FOREGOING PRECLUDES YOU AND US FROM HAVING THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY FORM OF CLASS ACTION OR ANY OTHER LITIGATION FILED IN COURT BY OTHERS.

2. You will be in default if you fail to meet any of your obligations under this Custodial Agreement or any other agreement with us or any of our affiliates. In the event of a default, we may exercise any rights and remedies we may have available to us hereunder, under related agreements, at law or in equity and all such remedies are understood to be cumulative. If we are required to take any legal action of any type or nature relating to this Custodial Agreement or the HSA generally, you agree to pay our court and collection costs including any attorney's fees and disbursements. If you are in default of this Custodial Agreement, or upon the closure of the HSA, whether such closure was made by you or by us, we shall not be obligated to continue to provide services under this Custodial Agreement.

Article XVI – Fees and Expenses

1. You agree to pay fees for services under this Custodial Agreement as set forth in the Fee Schedule. We may change the amount or type of existing fees or add new fees at any time upon 30 days prior notice. Fees include, but may not be limited to, administration fees, transaction fees, commissions and 12b-1 fees in connection with the purchase and sale of securities, and distribution fees. We may receive interest earnings on balances in the HSA Cash Account. A portion of the fees (and other compensation) may be paid over to our affiliates, partners, agents or others who are providing services with respect to the HSA.
2. We have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA.
3. We will deduct the amount of the fees or expenses due from your HSA and you hereby authorize us to do so.
4. In the event that you are no longer employed by an employer (or other third party, such as a co-employer) that agreed to pay certain HSA-related fees and/or expenses on your behalf (or your employer (or such other third party) changes its practices with respect to the payment of fees on your behalf or you are otherwise no longer eligible to have fees paid on your behalf), we may charge you directly for or deduct the amount of such fees or expenses from your HSA.
5. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.
6. We receive interchange fees for use of the HSA debit cards. The fees may vary and are subject to change in the future, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions generally.
7. To the extent that your HSA Cash Account balance is insufficient to cover an applicable fee, we have the right to liquidate assets in your HSA Investments, if necessary, to pay fees properly chargeable against your HSA.

Article XVII – Termination

1. You may terminate this Custodial Agreement and your HSA at any time by notifying us in writing. If you hold HSA Investments, you must first liquidate those investments in accordance with their applicable terms and conditions. Proceeds of the liquidated HSA Investments will then be reallocated to your HSA Cash Account. Once the transactions have settled into your HSA Cash Account, you may terminate your HSA by notifying us in writing.
2. We may terminate this Custodial Agreement and your HSA at any time for any reason upon prior written notice. If you hold HSA Investments, we will direct the liquidation of those investments if you have not done so within 5 days of us sending or otherwise providing you with notice. Proceeds from your liquidated HSA Investments will be transferred to your HSA Cash Account.
3. As soon as practical after receiving notice of termination from you (or after providing notice of termination to you) and reconciling all accounts (including the settlement of proceeds from liquidated HSA Investments in your HSA Cash Account), the balance in your HSA will be distributed to you in accordance with the Code and this Custodial Agreement; provided, that we will follow your instructions as to the disposition of funds remaining in your HSA Cash Account at the time of closure if timely provided by you. Please note, that if the distribution of funds is made directly to you following account closure, such amounts must be deposited into another HSA within 60 days from your receipt of such funds or such funds will be included as ordinary income on your tax filing and are subject to a 10% penalty. After distribution of all funds, this Custodial Agreement will end and we will have no further duties, obligations, or liabilities to you or anyone, except as required by law.
4. Termination of your HSA will not affect our right to debit the HSA for any outstanding charges and other reasonable amounts we believe necessary to cover any other associated costs, fees and expenses including, but not limited to, any fees, expenses or taxes chargeable against your HSA and any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment relating to your HSA.
5. Any contributions received by us after closing of your HSA, will be returned to the contributing person or entity.

Article XVIII – Resignation of Custodian/Successor Custodian/Employment Changes

1. We can resign as custodian at any time upon notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another qualified trustee or custodian. 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 or otherwise assign your HSA 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. If you receive a distribution of your HSA funds, you are responsible for depositing such funds into another HSA within 60 days from your receipt of such funds if you wish to continue maintain an HSA.

2. In addition, we reserve the right to assign your HSA without your prior consent provided that such assignee is qualified under the Code to be an HSA custodian or trustee. We will notify you if we assign your HSA to another custodian or trustee.
3. We shall not be liable for any actions or failures to act on 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 Custodial Agreement.
4. If our organization changes its name, reorganizes or 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 or trustee of your HSA, but only if such organization is qualified under the Code to be an HSA custodian or trustee. If the new organization is not qualified to be an HSA custodian or trustee as required by Code Section 223, the HSA will be terminated effective as of the date the new organization takes control and all funds in your HSA will be distributed in accordance with the provisions of this Custodial Agreement.
5. If you have your HSA through your employer (or another third party, such as a co-employer), your employer (or such third party) has permitted us to offer our HSA services through your workplace. If you terminate your employment with an employer (or third party) who has permitted us to establish an HSA program (or we are otherwise notified of a status change with respect to your receipt of benefits from such employer (or such third party), we may transfer any outstanding balances to an "individual" HSA at Chase. However, you may choose other distribution options available to you. Any contributions attempted to be made to the original HSA following the transfer to an individual HSA may be forwarded for deposit into the individual HSA and you hereby authorize us to do so.

Article XIX – Inactivity and Unclaimed Property Laws

Unclaimed property laws require us to turn over abandoned accounts to the applicable State, which is generally the State listed as the address for your HSA account statement. Your HSA is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. Please note that you need to perform the activity, so automatic deposits and withdrawals may not be considered under your state's unclaimed property laws. Before we turn over an abandoned account, we may send a notice to the email address or physical address we currently show for your account. If mail we previously sent to either address was returned, we may not send this notice.

Article XX – Miscellaneous

1. The headings of Articles, Sections and subsections contained in this Custodial Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Custodial Agreement.
2. If a court declares any term of this Custodial Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Custodial Agreement are achieved.
3. This Custodial Agreement will be binding upon each party's respective successors and assigns (including without limitation beneficiaries, heirs and personal representatives).
4. We can choose not to exercise or to delay enforcement of any of our rights under this Custodial Agreement without compromising them.
5. We shall not be liable for, and will be excused from, any failure or delay in performance under this Custodial Agreement (in whole or in part) to the extent said failures or delays are directly or proximately caused by circumstances beyond our reasonable control including, without limitation, natural disaster, war, terrorism, riot, theft, civil disturbance, labor or union matters, terrorism, legal constraints, court orders or governmental actions/non-actions, the failure of suppliers or subcontractors to substantially meet performance obligations, inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, any change in or the adoption of any law, judgment or decree or your acts, omissions, negligence or fault.