

## **Terms, Conditions and Signature**

### ***Important Information Regarding Patriot Act Requirements***

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each individual who opens an account. What this means for you, when you open an account, you are required to provide your name, residential address, date of birth, and identification number. As part of the ongoing maintenance of your account we may require other information or documentation that allows us to identify you. You understand that your HSA may be closed if additional verification is not possible. Upon such closure, funds deposited in your HSA will be returned to you, less any fees or expenses chargeable against your HSA, or penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA account. As custodian, Healthcare Bank, a division of Bell Bank shall not be liable for any tax consequences or tax withholdings you may incur as a result of the transfer or distribution of your assets.

### ***Important Information about Electronic Payments***

I authorize electronic debit and credit entries, if applicable, to my designated checking or savings account. I also authorize adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of your HSA.

### ***Important Information about your Account***

The maximum balance allowed in my Cash Account is based on the designated threshold established by my HSA Administrator or me.

### ***Important Information Regarding Death Beneficiary Information***

If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary death beneficiary. If any primary or contingent death beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining death beneficiary(ies) shall be increased on a pro rata basis. If more than one primary death beneficiary is designated and no distribution percentages are indicated, the death beneficiaries will be deemed to own equal share percentages in the HSA. Multiple contingent death beneficiaries with no share percentage indicated will also be deemed to share equally. If no primary death beneficiary(ies) survives me, the contingent death beneficiary(ies) shall acquire the designated share of my HSA.

I understand that if I designate my spouse as primary death beneficiary or contingent death beneficiary of the HSA, the dissolution, termination, annulment or other legal termination of my marriage will automatically revoke such designation.

### ***Important Information Regarding My Account Summary***

I understand that account summaries are made available electronically and may be viewed at any time by logging into my account at <https://flexneoparticipant.lh1ondemand.com>. The Healthcare Bank Privacy policy is available online at [www.healthcarebank.com](http://www.healthcarebank.com). For an additional fee, the HSA Administrator may send paper account summaries to my address by U.S. mail. I will check the box below if I also wish to receive paper account summaries by U.S. Mail.

- I wish to receive paper account summaries by U.S. Mail. By electing this option *I acknowledge that an additional fee may apply*. Please consult your HSA Administrator for the amount of the fee and the frequency. The paper account summaries are limited to current balances, contributions and distributions.

### ***Important Information Regarding My HSA Investment Account***

I understand that once I have accumulated the designated threshold in cash in my HSA as set forth by my HSA Administrator or me in the Application, the balance of my account above the designated threshold will automatically be invested in an interest-bearing, FDIC-insured account. For purposes of this enrollment form, "Application" shall mean the WEX Health Cloud system available through a link provided by my HSA Administrator which provides me access to my HSA account information, Investment Account and is used to process my HSA transactions. I may also choose to change my allocation choices and select from the available list of mutual funds for the investment of HSA assets in excess of the designated threshold. The HSA Investment Account is exclusively available online at <https://flexneoparticipant.lh1ondemand.com>. An email address must be included in enrollment or it will not be available. All investment transactions in the HSA Investment Account will be initiated and conducted electronically. All required disclosures of investment information and trade confirmations will be made electronically, and by opening an HSA Investment Account I consent to the electronic delivery/access of all documents of any issuer whose securities are made available to my HSA, including issuers and securities made available after the date my account is opened.

### ***Important Information Regarding Substitute W-9 Certification***

Under penalties of perjury, I certify that: (1) the Social Security Number shown on this form is my correct taxpayer identification number and, (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen (including a U.S. resident alien).

**Important Information Regarding Fees**

Any applicable fees shall be deducted from my account. Fees payable in connection with my HSA are set forth on the attached fee schedule.

**Important Information Regarding Custodial and Investment Information**

I have read and understand the HSA Custodial Agreement and Disclosure Statement and agree to be bound by those terms and conditions. I understand the eligibility requirements for this HSA and I state that I am responsible for determining whether I qualify to make deposits to this HSA. I am responsible for:

- a. determining that I am eligible to make contributions to an HSA for each year I make a contribution;
- b. ensuring that all contributions are within the maximum limitations set forth by the tax laws, taking into account my coverage under a high deductible health plan;
- c. the tax consequences of any contributions (including rollover contributions) or distributions; and
- d. seeking the assistance of a qualified tax or legal professional to address any questions or concerns I may have about eligibility, contribution limitations, or the taxation of contributions or distributions from my HSA.

If I choose to select an investment allocation from the available list of mutual funds, I will be solely responsible for direction of the investment of my HSA. I represent that I will carefully review investment information prior to making investment decisions and that I will seek assistance of a financial professional if I have questions about available investment options or how to select investments for my HSA.

I authorize Healthcare Bank, a division of Bell Bank, and its agents to initiate permitted transfers, including contributions, to my HSA, as directed by me or my HSA Administrator through the electronic account service features or as otherwise permitted under this HSA. Any such direction shall remain in effect until Healthcare Bank and its agents receive notice of a change to such directions via the electronic account service features or as otherwise permitted under this HSA.

I certify that the information provided by me on this Enrollment Form is accurate, and that I have received a copy of the HSA Custodial Agreement and Disclosure Statement and amendments thereto. I also acknowledge receipt of the Healthcare Bank Privacy Policy. I assume sole responsibility for all consequences found in the Enrollment Form and Custodial Agreement and Disclosure Statement. I understand that I may revoke the HSA on or before the seventh day after the date of establishment. I have not received any tax or legal advice from Healthcare Bank, and I will seek the advice of my own tax or legal professional to ensure my compliance with related laws. I release and agree to hold the Healthcare Bank harmless against any and all claims or losses arising from my actions.

**Signature:**

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

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Signature of HSA Accountholder

\_\_\_\_\_  
Date

*Michael S. Solberg*

\_\_\_\_\_  
Authorized Signature of Healthcare Bank as Custodian