



JOHN M SAMPLE  
123 MAIN STREET  
STONE MOUNTAIN GA 30083

November 9, 2015  
Account Number: 950000000XXXXX

## Open Your Account Online

Dear JOHN M SAMPLE:

Welcome to BenefitWallet – a rewarding way to pay for your current and future health care expenses. The Bank of New York Mellon is the custodian of the BenefitWallet HSA.

You have enrolled in a High Deductible Health Plan (HDHP) but have not yet opened a Health Savings Account (HSA). To receive the greatest benefit from an HSA and to make sure you do not miss out on any contributions, it is important for you to open your account as soon as possible.

Complete the steps listed below for registration and account opening:

1. Log on to [www.mybenefitwallet.com](http://www.mybenefitwallet.com);
2. Select the "First Time User" button located in the upper right hand corner of the Web page;
3. Create your personalized user ID by inputting the requested information and following the prompts;
4. Enter your temporary password (your Social Security Number). The first time you log on, you will be required to change your password;
5. Review and update your account information as needed;
6. Accept the terms and conditions of Web use;
7. After you select "Agree" you have opened your account.

You can also open your account by completing and returning the enclosed Master Signature Card. If you would like to receive a checkbook, complete the checkbook indicator on the Master Signature Card. You can designate an account beneficiary by completing and returning the Master Signature Card.

## Contact Us For Support

You can access account information including balance and last transactions through our automated responses system. You can also speak with a customer service representative for additional assistance.

(877) 472-4200 or (855) 545-4168 (for TDD Callers)  
Mon - Fri 8 a.m. - 11 p.m. (EST); Sat - Sun 9 a.m. - 6 p.m. (EST).

**Receive Your  
Debit Card**

After opening your account, you will receive a personalized healthcare payment card(s). You must activate your card(s) by following the instructions provided in the card mailing. Your healthcare payment card can be used at an automated teller machine (ATM) provided you create a PIN. You may obtain additional cards online or by contacting the BenefitWallet Service Center.

**Fund Your  
Account**

You can make a deposit to your account through payroll contributions (contact your employer for more information) online or by check. To make a deposit by check, complete the deposit slip included in this mailing, make check payable to "The Bank of New York Mellon" and mail it to the address on the deposit slip.

If you currently have funds with another HSA custodian, you may rollover these funds into your BenefitWallet HSA. Simply complete the HSA deposit slip included in this mailing, and enclose a check from your prior HSA account made out to "The Bank of New York Mellon". Be sure to check the "rollover" box on the HSA Deposit Slip. Note, the IRS limits rollovers to once every 12 months.

**Pay For  
Medical  
Expenses**

You can use your HSA to pay for medical products and services that are not covered under your health plan provided you have the necessary funds available in your HSA. You can pay for these products and services either by using your healthcare payment card, online bill pay or account checkbook. If you would like to receive a checkbook, complete the checkbook indicator on the Master Signature Card.

**Manage Your  
Account**

You can update your address, check account balance, recent transactions and tax information by logging on to the Web or calling our service center's automated voice response system. You can designate an account beneficiary by completing and returning the Master Signature Card.

Additionally, you may access periodic electronic account statements reflecting current and year-to-date debits/withdrawals, as well as all credits (deposits or interest earnings) on [www.mybenefitwallet.com](http://www.mybenefitwallet.com). If you used the Master Signature Card to open your account you will receive your statements in paper, and will be charged a paper statement fee. To receive electronic statements, you will need to update your account profile on the web.

**Tax Reporting**

You will receive IRS form 1099-SA reflecting withdrawals from your account and IRS form 5498-SA reflecting contributions made to the account and the fair market value of the account. These forms are available to you by January 31 of each year following the year you open your account and are also available online.

Please note that it is the account holder's responsibility to manage their HSA to ensure they do not contribute more than the amount allowed by the IRS for a calendar year. If you do exceed the maximum, you may request a "Return of Excess Contribution" form through the BenefitWallet Service Center or by downloading it from [www.mybenefitwallet.com](http://www.mybenefitwallet.com). All contributions for the current year must be deposited into your account by April 15th of the following year.

Thank you for selecting us as your HSA provider. We look forward to serving you.

The BenefitWallet HSA Team

**THE BANK OF NEW YORK MELLON**  
**HEALTH SAVINGS ACCOUNT AGREEMENT & DISCLOSURE STATEMENT**

This Health Savings Account Agreement and Disclosure Statement (this "Agreement") is entered into by and between the account owner (referred to in this Agreement as "you", "your", "account owner" and similar terms) and The Bank of New York Mellon (referred to in this Agreement as "we", "us", "our", "custodian" and similar terms), and specifies the terms of the Health Savings Account you are opening with us (your "Account"). Your Account is an individual custodial account established with us in accordance with Section 223 of the Internal Revenue Code (the "Code"). We will serve as the custodian for your Account. You and your employer can make deposits into and withdrawals from the Account subject to any requirements or limitations that we may specify from time to time. The following paragraph and Articles I through X of this Agreement are provisions contained in IRS Form 5305-C.

Account owner is establishing this health savings account ("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 high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The account owner and the custodian make the following agreement:

**Article I**

- a. 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.
- b. 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).
- c. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Agreement) are not subject to the maximum annual contribution limit set forth in Article II.
- d. 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**

- a. For calendar year 2015, the maximum annual contribution limit for an account owner with single coverage is \$3,350. This amount remains \$3,350 in 2016. For calendar year 2015, the maximum annual contribution limit for an account owner with family coverage is \$6,650. This amount increases to \$6,750 in 2016. These limits are subject to cost-of-living adjustments.
- b. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- c. 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.
- d. 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 custodial account is nonforfeitable.

#### **Article V**

- a. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m) of the Code.
- b. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
- c. 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 of the Code).

#### **Article VI**

- a. Distributions of funds from this HSA may be made upon the direction of the account owner.
- b. 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 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
- c. 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 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:

- a. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
- b. 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**

- a. The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.
- b. The custodian agrees to prepare and submit any report or return required of the Custodian 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 of the Code 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.

**Article XI** (consists of Sections 1 through 7).

### **Section 1 General**

**Your Consent to This Agreement.** By enrolling in our Health Savings Account program and opening your Account with us, you agree to be bound by (a) this Agreement as it may be amended from time to time, and (b) our policies and procedures regarding Health Savings Accounts. If your Account is established (i) pursuant to a negative election during your benefits enrollment process, or (ii) so that a trustee or custodian with which you previously had a health savings account can transfer the funds from that prior account to your Account with us (including but not limited to any transaction in which the agreement governing the prior account is assigned to us), then your maintenance of the Account with us after you receive this Agreement constitutes your consent to be bound by (a) this Agreement as it may be amended from time to time and (b) our policies and procedures regarding HSAs (and you acknowledge and agree that any agreement you had with any other custodian does not apply to your Account with us).

**Deposits.** Funds in your Health Savings Account, up to an amount we specify from time to time (“Minimum Deposit Investment Balance”), will remain invested in a custodial transaction deposit account with us; such funds will be separately accounted for, insured to the applicable limit by the Federal Deposit Insurance Corporation (“FDIC”), and may be used by us to conduct our general banking business. We may place some or all of your custodial transaction deposit account funds in an account we establish at another financial institution as more fully described below in the section of this Agreement titled, *Transfer of Funds to Depository Bank*.

At your option, you may invest your Account funds in excess of the Minimum Deposit Investment Balance in one or more securities, mutual funds or other permissible non-deposit investment options (“Non-Deposit Vehicle”) made available to you under this Health Savings Account. If you chose to make such investments, it is your responsibility to communicate directions regarding such investments into the Non-Deposit Vehicle(s) you select. We will provide you with information on how to initiate such investments; you will utilize the services of, and may be required to enter into a contract with, a designated third party to make investments in and divestments of Non-Deposit Vehicles. The investment of a portion of your Account above the Minimum Deposit Investment Balance is solely your responsibility. We will not provide you with investment advice or recommendations with respect to investments in or divestments of Non-Deposit Vehicles. **You understand and acknowledge that Account funds invested in Non-Deposit Vehicles are not insured by the FDIC or other agency, are not guaranteed by us or any of our affiliates, and may lose value.**

Funds you elect to transfer to a Non-Deposit Vehicle will not be accessed through the course of banking activity to satisfy the amount of a debit transaction; you must take the steps to direct the Non-Deposit Vehicle funds back to the transaction deposit account. All contributions to, and withdrawals or distributions from, your Account shall be made directly into or from your transaction deposit account with us; you shall not make contributions directly to, or cause withdrawals or distributions to be made from, your Non-Deposit Vehicle. You shall move funds between your transaction deposit account and a Non-Deposit Vehicle only by contacting the designated third party and providing instructions for such movement. Our role with respect to your Non-Deposit Vehicle is limited to administrative recordkeeping pursuant to Internal Revenue Service requirements for custodians. **We will have no liability or responsibility for any investment decisions made by you and we shall not be liable for any loss which results from your decisions with respect to the Non-Deposit Vehicle.**

We may, at our sole discretion, refuse to accept particular instruments as deposits. Items that you deposit are handled by us according to our usual collection practices. If an item of your deposit is returned unpaid, we will debit your Account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your Account that is returned and all costs and expenses related to the collection of some or all of the amount from you. Funds deposited to your Account are available in accordance with the Funds Availability provisions below. You agree to accept our account of the amount of any deposit of cash, checks, or other items.

**Collection of Deposit Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits.

If we permit you to withdraw funds from your Account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your Account or obtain a refund from you. In addition, we may charge back any deposited items at any time before settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we shall not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those

actions.

**Custodial Accounts.** You acknowledge that your Account is setup as a custodial account as contemplated by Section 223 of the Code and it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We are acting as your agent and not acting in a discretionary or fiduciary capacity; nothing in this Agreement confers fiduciary status on us.

**Electronic Communication:** Account information provided by our Interactive Voice response (IVR) system, HSA website, and any other form of electronic communication may not reflect recent intraday transactions.

**Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your Account, you must use our form of Power of Attorney. You also agree that we may rely on the actions of your employer that we reasonably believe to be authorized by you to open your Account with us even if such enrollment did not involve use of our Power of Attorney form.

**Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in our fee and rate schedule as amended from time to time.

**Non-Sufficient Funds.** If your Account lacks sufficient available funds to pay a check or preauthorized transfer presented for payment, we may return such check or preauthorized transfer for non-sufficient funds. We may process checks in any order, including from highest dollar amount to lowest dollar amount.

**Amendments and Alterations.** We can change any provision of this Agreement, add new terms to it, and delete terms from it (including but not limited to the Health Savings Account Rate and Fee Schedule) from time to time. We will give you 30 days' prior written notice of any amendment unless applicable law permits us to give notice at a different time. You shall be deemed to consent to any amendment unless you notify us to the contrary within 30 days after notice of the amendment and request a distribution or transfer of the balance in the Account. Amendments to this Agreement in order to comply with the Internal Revenue Code and related regulations do not need your consent.

**Notices.** You are responsible for notifying us of any address or name changes, or other information affecting your Account. Unless we agree otherwise, your notices to us must be in writing, signed by you, and must contain enough information to allow us to identify the Account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you (which can include notice by email or other electronic means) is effective when sent to the last address supplied to us in writing.

**Closing Account.** We may close the Account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. We will close your Account if it is in overdraft status for 60 consecutive days. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your Account. Regardless of the reason your Account is closed, we may liquidate any funds that you have caused to be invested in any Non-Deposit Vehicle at a time of our choosing and place all of the proceeds of such liquidation into your Account for purposes of distribution as specified in this paragraph.

**Resignation or Removal of Custodian.** 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 Account assets to another financial organization. If you do not complete a transfer of your Account assets within 30 days from the date we mail the notice to you, we have the right to transfer your Account assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your Account assets to you in a single sum. 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 section.

**Death; Liquidation of Funds in Non-Deposit Vehicle.** If, at the time of your death, some or all of your funds from your Account are invested in one or more Non-Deposit Vehicles, we may liquidate the Non-Deposit Vehicle completely at a time of our choosing and place all of the proceeds of such liquidation into your Account for purposes of distribution to beneficiaries or other appropriate persons or entities.

**Beneficiary Designations.** You may designate one or more persons or entities as death beneficiary of your Account (referred to as "Primary Beneficiaries") and may also designate one or more persons to receive your Account if no Primary Beneficiary survives you (referred to as "Contingent Beneficiaries"). Beneficiary designations can be made only on a form provided by or acceptable to us and will only be effective when filed with us during your lifetime. If you die before you receive all of the amounts in your Account,



payments from your Account will be made according to your beneficiary designation(s). The following procedures will be used in processing beneficiary designations:

1. If no percentages are assigned to beneficiaries in a Beneficiary classification (Primary or Contingent), the Beneficiaries within such class will share equally.
2. If the percentage total for each Beneficiary classification (Primary and Contingent) does not equal 100%, any remaining percentages will be divided equally among the Beneficiaries within such class.
3. If in a Beneficiary classification (Primary or Contingent) a Beneficiary dies before distribution of the account is made, that deceased Beneficiary's designated share shall be divided equally among the surviving Beneficiary(ies) within the class.
4. If no Beneficiaries are named or if all the named Beneficiaries predecease the Account holder, the Account will be paid to spouse of the Account holder if then living, or if the spouse is not then living to the estate of the Account holder.

**Transfers and Assignments.** You cannot assign or transfer any interest in your Account unless we first agree in writing.

**Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the Commonwealth of Massachusetts, unless federal law controls. Changes in these laws may change the terms and conditions of your Account.

**Automated Clearing House (ACH) Transactions.** If you are a party to an Automated Clearing House (ACH) entry, you acknowledge and agree that any such entry will be governed by the National Automated Clearing House Association (NACHA) Operating Rules, Rules of any local ACH, and the Rules of any other system through which the entry is made.

Under NACHA Rules, we are not required to give you next day notice of the receipt of an ACH entry and we will not do so. We will notify you in your Account Statement.

If we credit your Account for an ACH entry the credit is provisional until we receive the final settlement for the item or payment order. We are entitled to a refund of the amount credited if we do not receive the final settlement or if we credit your Account by mistake. In such circumstances, you agree that we may exercise our option to reverse the credit or require that you reimburse us by way of direct payment.

**Stop Payments.** If you request us to stop payment on a check you have written, you will give us a written request within 14 days of making the request. If you fail to confirm an oral stop payment request in writing within 14 days, we reserve the right to cancel the request. We must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for twelve (12) months. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. Only the person who requested the stop payment can release a stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed by our processing system and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your Account or on any check issued by you must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1 ½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**Stale, Postdated or Overdraft Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the Account; if you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale, postdated or overdraft check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**Check Safekeeping.** Unless we indicate otherwise, your canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability, to the extent permitted by law, will be limited to the lesser of the face amount of the check or the actual damages sustained by you arising directly from our inability to provide you with a copy of the check.

**Statements.** We will provide you with a periodic statement showing the Account activity. You will notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of this Agreement regarding

such transfers will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address. We will send Account statements for your Accounts to the latest address shown on our records for the Account to which the statement relates. In preparing your statement we rely upon and incorporate information about your Account that we receive from third parties. We shall have no liability to you for (i) errors on your statement resulting from inaccurate information provided to us by a third party or (ii) delays in posting transactions on your statement due to the actions or failure to act of third parties. Unless we tell you otherwise, the statements we send will not reflect funds in a Non-Deposit Vehicle.

**Electronic Statement.** You may elect to receive periodic account statements only in electronic format. Such an election will be in effect until changed by the accountholder. No paper statement will be mailed when the electronic statement-only option is elected. If you elect to receive periodic statements in electronic form, we will make them available to you at the BenefitWallet website ([www.mybenefitwallet.com](http://www.mybenefitwallet.com)) or such other Internet site that we designate from time to time). When a new statement is available at the website, we will send a notice of that fact to the email address you have provided to us. You must keep us informed of your email address if you want to receive such notices; if you do not provide us with an email address or if the address you provided to us no longer accepts email or is otherwise not available for that purpose, we will not send you any notice that we have posted your statement to the website, but your statement will still be available for you to review at the website. We may make other documents available to you in electronic form from time to time.

**Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by one of our officers. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00.”

**No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement or law shall affect or preclude our future exercise of that right, remedy, power or privilege.

**Information Sharing.** You authorize us to make any inquiries not prohibited by law about your deposit account experience at other financial institutions. You authorize us to share information about your Account with third parties routinely requesting that we verify the existence and nature of your Account and our experience concerning your management of your Account. We may share Account information with your employer, high deductible health plan insurer and third party service providers for Account administration and processing purposes as well as for other purposes not prohibited by applicable law. Also, see the section on Electronic Fund Transfers below.

Subject to any limitations imposed by law, you also authorize us to provide our affiliates, and others with a legal privilege, with other information about you, such as information obtained from deposit or loan applications, consumer reporting agencies, or other outside sources.

**Withdrawal Notice Requirements.** We have the right to require seven (7) days’ prior written notice of your intent to withdraw any funds from your Account.

**Contribution Limits.** Except in the case of certain rollover contributions, and except as otherwise permitted by law or guidance issued by the U.S. government, no contribution will be accepted (i) unless it is in cash, or (ii) to the extent such contribution, when added to previous contributions to the Account for the calendar year, exceeds the maximum possible contribution for Health Savings Accounts specified in section 223 of the Code.

**Catch-up.** Persons age 55 and over may make “catch-up” contributions in accordance with IRS rules.

**Deposits and Payments.** We may (a) accept deposits to your Account via electronic fund transfers from you, your employer or other person or entity you instruct to make such deposits on your behalf, and (b) make payments from your Account via electronic fund transfer to any person you have authorized to receive such payments; we are not responsible for determining who you have authorized to make electronic withdrawals from your Account. To the extent permitted by law, you agree that we will not have any liability for losses you incur as a result of such electronic fund transfers.

**Certain Withdrawals.** Your high deductible health plan insurer, service provider or third party administrator may be permitted to initiate electronic withdrawals from your Account to pay qualified medical expenses on your behalf. Not all health plans, service providers or third party administrators have this integrated payment feature. You should check with your health plan, service provider or third party administrator to determine if your Account is subject to an integrated payment feature. If your Account is subject to an integrated payment feature and you do not want your health plan, service provider or third party



administrator to have such access or to make such withdrawals from your Account, please contact us at **877-472-4200, M-F, 8 a.m. to 11 p.m. Eastern Time.**

**Business Day.** For purposes of this Agreement, Business Days are any day except Saturday, Sunday, federal holidays, and any day we are not open in the U.S. to conduct substantially all of our business functions.

**Adjustments.** If funds are being credited to your Account through payroll deduction, please check with your employer regarding the timing and application of the payroll deposits to your account. Note that we reserve the right to make adjustments to your account balance to correct funding errors on deposits made to your account.

**Prior Year Contributions.** Subject to applicable law, we will report to the Internal Revenue Service a contribution to your Account in one year as though made in the previous year only if (a) your deposit is made by April 15, and (b) your deposit is accompanied by our approved form of deposit slip properly completed to indicate that you want that deposit to be credited as a deposit made in the prior year. In the event of employer contribution, the transmittal instructions must indicate a prior year effective date.

**Return of Excess Contribution.** If you want us to process your request for return of an excess contribution by April 15 of a particular year, your request must reach us no later than ten (10) Business Days prior to April 15 of that year.

**Return of Incorrect Distribution.** Requests for the return of an incorrect distribution must be submitted to us on the forms we specify before we can process such requests. We will not accept a return of a distribution that was made from an account at another institution or that was made from an account that was closed after the distribution was made.

**Employer Adjustments.** You agree that the employer who deposited funds to your Account on your behalf (whether such funds are those of the employer itself or redirected payroll funds of yours) may debit your Account to correct errors in such deposits.

**Other Fees.** From time to time we may engage service providers to perform various services to assist in servicing your Account. In such instances, we and the service provider, a company independent from us, work together to make HSAs available to you and other account holders; in doing so we and the service provider perform various services for each other for which each pays the other a fee.

**State Abandoned and Unclaimed Property Laws.** The funds in your Account may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

**Communication and Service:** If we need to contact you to service your Account, you authorize us (and our affiliates, agents and service providers) to contact you at any number you provide, from which you call us, or at which we believe we may reach you. We may contact you in any way, such as calling or texting. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device even if you are charged for it. We may monitor and record any calls between you and us. We may also email you at email address(es) you provide to us.

## **Section 2 -- Truth in Savings**

### **Variable Rate Information**

- Your interest rate and annual percentage yield (“APY”) may change.
- At our discretion, we may change the interest rate on your Account at any time.
- There are no maximum or minimum interest rate limits for your Account.

### **Compounding and Crediting**

- Interest will be compounded daily and will be paid to your Account monthly.
- If you close your Account before accrued interest is credited, you will NOT receive this accrued interest.

### **Minimum Balance Computation**

- In instances where a minimum balance service charge applies (see the Health Savings Account Fee and Rate Schedule for information on whether this applies to your Account), we calculate the monthly balance for the minimum balance service charge by adding up the current ledger balance for your Account as of the end of the day for each calendar day in the month,

and then dividing the sum by the number of calendar days in the month.

### **Balance Computation Method**

- We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal in the Account each day.

### **Accrual on Noncash Deposits**

- Interest begins to accrue no later than the business day after the day we post the deposit.

### **Fees and Charges**

- Please see the Health Savings Account Fee and Rate Schedule for information on fees and charges that may be assessed against your Account.

### **Section 3 – Customer Identification Program Notice** **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 individual or entity that opens an Account.

What this means for 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 also may ask to see your driver's license, or other identifying documents.

### **Section 4 -- Electronic Funds Transfers**

The terms of this Agreement regarding Electronic Funds Transfers will be supplied to you in a separate document (“the EFT Addendum”) that will be provided to you with the debit card that you can use to access your Account. By using the debit card or any of the other types of electronic funds transfers described in the EFT Addendum you agree to be bound by the terms of the EFT Addendum.

### **Section 5-- Funds Availability**

### **Definitions**

- The term “check” does not include checks not payable in U.S. money or checks drawn on offices of organizations or banks outside the U.S.

### **General Availability Rule**

- Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the first business day after the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

### **Determining the Availability of a Deposit.**

- If you make a deposit before 1:00 pm Eastern Time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on or after 1:00 pm Eastern Time or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

## Section 6 Check 21 Information

### Substitute Checks and Your Rights

#### *What is a substitute check?*

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image on the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

#### *What are my rights regarding substitute checks?*

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced checks fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to determine that the substitute check was correctly posted to your Account.

#### *How do I make a claim for a refund?*

If you believe you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at 877-472-4200, or write us at BenefitWallet Service Center, PO Box 1584, Secaucus, NJ 07094-1584. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

## **Section 7 – Transfer of Funds to Depository Bank**

**Transfer of Funds to Depository Banks.** Your Account is subject to a program (the “Program”) in which we may transfer all funds in your Account, except as deemed necessary by us to pay any items presented to us for payment or to complete wire or ACH transfers (or as otherwise provided below), into an account we maintain in our capacity as your custodian with one or more FDIC-insured banks chosen by us. Each such bank shall be referred to as a “Depository Bank”; funds transferred to a Depository Bank in this manner shall be referred to as “Transferred Funds”; and the account we maintain at the Depository Bank shall be referred to as the “Depository Account.” A Depository Bank’s records of the Depository Account to which Transferred Funds are deposited will reflect the fact that we are the depositor of the funds, but are acting in a capacity as agent and custodian for our HSA customers.

Under the Program, we will be maintaining custody of your Account funds in the Depository Account at one or more Depository Banks in lieu of maintaining those funds as a deposit with us. To the extent necessary to pay items, process withdrawals, and to honor wire, debit card, and ACH transfers from your Account, however, Transferred Funds will be re-transferred from one or more Depository Bank(s) to your Account with us.

If you open and maintain a deposit account with a Depository Bank, either directly or through an intermediary such as a deposit broker, and such deposit account is not established pursuant to the Program (each such deposit account, an “Independent Account”), then the funds on deposit in the Independent Account will not consist of Transferred Funds and we will not be aware of any funds in the Independent Account. In general, Independent Account deposits you maintain at a Depository Bank will be combined with Transferred Funds you maintain in the same insurable capacity at that Depository Bank for purposes of FDIC insurance coverage; this may cause all or part of your funds in an Independent Account and all or part of your Transferred Funds in the same Depository Bank to be in excess of FDIC limits and not insured. It is your obligation to monitor your deposits in Depository Banks; we have no obligation to monitor your deposits with Depository Banks other than your Transferred Funds. Transferred Funds in a Depository Account do not constitute deposits with us. In the event we are placed into receivership, you will not be a creditor of ours with respect to Transferred Funds; rather, you will be a depositor of the Depository Bank. It is possible that funds may not be transferred from your Account to a Depository Bank on the day we are placed in receivership; funds not transferred will remain in your Account and retain their status as deposits with us.

At present, PNC Bank is the only Depository Bank to which your Transferred Funds will be deposited. PNC Bank does not determine the interest rate you receive on your Transferred Funds. Transferred Funds deposited with PNC Bank are not available for access at PNC Bank branches. We reserve the right to deposit Transferred Funds in other Depository Banks and to change the Depository Banks to which we can deposit Transferred Funds from time to time; we will advise you of such changes. You can contact us for a current list of Depository Banks by calling 877-472-4200 or writing us at BenefitWallet Service Center, PO Box 1584, Secaucus, NJ 07094-1584.

Information on your Account, the Depository Account, and your Transferred Funds can be shared among the Depository Bank(s) and us to the extent necessary to accomplish the purposes of the Program.

Except as otherwise provided in this Agreement, all funds deposited or otherwise credited to your Account as of a particular day will be transferred out of the Account the following business day either to (a) a Depository Bank, or (b) to you or a third party in order to fund a withdrawal from or other debit to your Account, as applicable.

We can terminate the Program at any time and from time to time; and if we deem it necessary or appropriate to do so, we may refrain from completing a transfer to a Depository Bank on any particular day or days. At any time the Program is in effect we may choose to retain all or part of your funds in your Account with us instead of transferring them to a Depository Bank. If we terminate the Program, we may later reinstate it. We will notify you of any termination or reinstatement of the Program.

John M. Sample  
95000000000328  
123 MAIN STREET  
STONE MOUNTAIN, GA 30083



HSA DEPOSIT TICKET

DATE: \_\_\_\_\_

MAIL TO: BenefitWallet  
P.O. Box 535161  
Pittsburgh, PA 15253-5161

CHECKS			
TOTAL DEPOSIT			

- Please check if this is a:
- Roll-over deposit
  - Prior year deposit
  - Return of incorrect distribution

⑆595000010⑆950000000000328⑈

Sample

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  - Return of incorrect distribution

⑆595000010⑆950000000000328⑈



## Health Savings Account Fee and Rate Schedule

### Interest Rate and Monthly Fees

Interest Rate .....	XX%
Annual Percentage Yield (APY) .....	XX%
Monthly Service Charge for average balance of \$1,000 or less .....	\$XX
Paper statement (per statement) .....	\$XX
<b>One or more of these fees may be paid for you by your employer or health plan during active employment.</b>	

### Requests for debit card, checkbook or copies of documents

First 2 debit cards issued at no cost. Replacement/Additional debit card.....	\$XX
First checkbook issued at no cost. Replacement/Additional checkbooks.....	\$XX
Copy of Check, Statement or Other Document (per item) .....	\$XX

### Other Banking Fees when Applicable

Stop Payment (per request) .....	\$XX
Returned Item (per instance) .....	\$XX
Custodian Check Issuance Fee (deducted from account balance) .....	\$XX
Excess Contribution Reimbursement (deducted from account balance) .....	\$XX
Attachments / levies / legal requests / subpoenas (per request) .....	\$XX
ATM Usage Fee (per usage).....	\$XX
Statement Reconciliation / Account Research .....	\$XX per hr / \$XX min charge

See your Health Savings Account Deposit Agreement and Disclosures for the complete terms and conditions related to your account. Note, fees disclosed will remain in effect until further notice. Interest is credited to participant accounts on the last business day of the month.

For additional information regarding these fees, contact your employer, health plan or our service center. Other fees will be deducted from the balance of your Health Savings Account when incurred or as indicated. If the account balance is less than \$XX at the time of the check issuance request, a fee equal to the account balance will be deducted from your account.



**FACTS**

**WHAT DOES THE BANK OF NEW YORK MELLON 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
- Account balances
- Payment history
- Transaction history
- Checking account information

When you are no longer our customer, we continue to share your information as described in this notice.

**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 The Bank of New York Mellon chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does The Bank of New York Mellon 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	No
For our affiliates' everyday business purposes—information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

**Questions?**

Call 877-472-4200

## Who we are

Who is providing this notice?

The Bank of New York Mellon is providing this notice to customers of Health Savings Accounts.

## What we do

How does The Bank of New York Mellon 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 The Bank of New York Mellon collect my personal information?

We collect your personal information, for example, when you

- Open an account
- Make deposits or withdrawals from your account
- Use your credit or debit card
- Provide account information
- Give us your contact information

We also collect your personal information from other parties, 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.

## Definitions

Affiliates

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

Nonaffiliates

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

- The Bank of New York Mellon does not share information 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.

- The Bank of New York Mellon doesn't jointly market.

## Other important information

This notice applies to individual consumers who are customers or former customers. This notice replaces all previous notices of our consumer privacy policy, and may be amended at any time. We will keep you informed of changes or amendments as required by law.



**Master Signature Card – Health Savings Account**  
**The Bank of New York Mellon**

Name (1): John M. Sample  
 SSN: \_\_\_\_\_

Account Number: 950000000XXXXX  
 Date: \_\_\_\_\_

By signing this card and opening a Health Savings Account with The Bank of New York Mellon (the “Bank”), I agree: (a) To be bound by the Deposit Agreement & Disclosure Statement applicable to the Health Savings Account established by this card, as that agreement may be amended from time to time; (b) To be bound by the Bank’s agreements and disclosures applicable to any additional accounts that I establish with the Bank in the future as an individual, custodian, or single trustee.

This Master Signature Card Agreement will remain in effect as long as I continuously maintain at least one covered account with the Bank.

**REQUEST FOR CHECKBOOK**

If you would like to receive a checkbook, please fill in the circle.

**Authorized Signature REQUIRED to process this form.**

1.

In accordance with the US Patriot Act we are required to verify the identity all of our account holders. To do so most efficiently please provide a residential address if this kit was mailed to a P.O. Box:

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Beneficiary Designation Form**

I hereby certify that, if I die before distribution has been completed, the value of my account shall be distributed to the Primary Beneficiary(ies) named below. If all Primary Beneficiaries die before me, the Contingent Beneficiary(ies) named below will receive the value of my account.

**Primary Beneficiary(ies)**

Name		Name	
Address		Address	
City, State, and Zip		City, State, and Zip	
Relationship	SSN	Relationship	SSN
Date of Birth	Percent (%)	Date of Birth	Percent (%)

**Contingent Beneficiary(ies)**

Name		Name	
Address		Address	
City, State, and Zip		City, State, and Zip	
Relationship	SSN	Relationship	SSN
Date of Birth	Percent (%)	Date of Birth	Percent (%)

**Important:**

- ✓ Return the completed form by **mail** to BenefitWallet, P.O. Box 199706, Dallas, TX 75219-9766, or by **Courier/Overnight** by sending to BenefitWallet, Suite 3540 (Attn: HROS mail room), 1303 Ridgeview Drive, Lewisville, TX 75057.
- ✓ If you have opened your account via **e-signature**, you will need to submit this form to obtain a checkbook and to designate a beneficiary.
- ✓ Do NOT return this form if you do NOT wish to open an HSA, obtain a checkbook or designate beneficiaries.

## General Instructions

**Purpose:** Complete and return this form to open your account if you have not done so electronically, to provide a signature of record for the account, to indicate your desire to receive a checkbook for the account and to designate an account beneficiary.

**Checkbook:** To receive a checkbook, complete the requested information on the other side of this form. If you would like to designate another person to sign checks on your account you can download the "Additional Signature Authorization Form" from our website or by calling the toll free number on the back of your debit card. As the account holder you remain responsible for the use of HSA funds by all authorized signors.

**Beneficiary Designations:** To designate a beneficiary or beneficiaries for your account complete the requested information on the other side of this form. Note, one or more persons or entities may be designated as death beneficiary of your account (referred to as "Primary Beneficiaries"). You may also designate one or more persons to receive your account if no Primary Beneficiary survives you (referred to as "Contingent Beneficiaries").

Beneficiary designations can be made only on a form provided by or acceptable to us and will only be effective when filed with us during your lifetime. If you die before you receive all of the amounts in your account, payments from your account will be made according to your beneficiary designation(s).

The following procedures will be used in processing beneficiary designations:

1. If no percentages are assigned to beneficiaries in a Beneficiary classification (Primary or Contingent), the Beneficiaries within such class will share equally.
2. If the percentage total for each Beneficiary classification (Primary and Contingent) does not equal 100%, any remaining percentages will be divided equally among the Beneficiaries within such class.
3. If in a Beneficiary classification (Primary or Contingent) a Beneficiary dies before distribution of the account is made, that deceased Beneficiary's designated share shall be divided equally among the surviving Beneficiary(ies) within the class.
4. If no Beneficiaries are named or if all the named Beneficiaries predecease the account holder, the account will be paid to spouse of the account holder if then living, or if the spouse is not then living to the estate of the account holder.

A beneficiary designation remains on file and in force until a subsequent beneficiary designation form is completed by you and returned to us. Note, should we be made aware of your death we will correspond only with designated beneficiaries concerning the disposition of the account.