

Employer Group Set Up Form Online Employee Enrollment

The HSA for Life[®] Health Savings Account

Instructions

If you have questions completing this Employer Group Set Up Form or any other forms required to be completed, please contact Bank of America HSA Customer Service at **1.866.791.0251**. The following forms should be completed according to the instructions provided on these forms:

- (1) Employer Group Set Up Form (3) Authorization and Agreement Certification
(2) Authorization and Agreement for Services Form (4) Benefit Account Services Delegation of Authority Form (optional)

Fax completed forms to 1.866.489.6706 or mail to the following address:

**Bank of America Health Savings Account
P.O. Box 69338
Harrisburg, PA 17106-9338**

Note: Please use black or blue ink pen to print the following information. Please keep a copy for your records.

No services will be provided until the Bank of America, N.A. Benefit Account Services Agreement has been executed by you and approved by Bank of America. The Benefit Account Services Agreement is included with this Employer Group Set Up Form. To properly execute the Services Agreement, follow the instructions on the Authorization and Agreement for Services Form attached to the Services Agreement and any other forms required to be completed.

***Indicates required field.**

Section 1:

Provide Your Business Information

Employer Information

*Employer Name

*Group ID

Select an ID that will be used as your web access ID and also used by employees to enroll in a Health Savings Account. The Group ID must be 6-32 characters and cannot contain spaces.

 -

*Employer Tax Identification Number (TIN or EIN)

*Employer Street Address

City

State

Zip

*Business Contact's First and Last Name

Title/Position

*Telephone Number

Fax Number

*E-mail

Are you an existing Bank of America customer?* Yes No

Section 2:

Health Plan Information

Health Plan Information

*Number of employees enrolled or expected to enroll in an HSA-eligible Health Insurance Plan sponsored by you
Note: Bank of America has no responsibility to determine or verify if employees who establish an HSA with Bank of America are "eligible individuals."

 / /

*HSA Program Start Date (mm/dd/yyyy)
Effective date that the Health Savings Account (HSA) program will first be made available to employees.

 / / thru / /

*HSA-eligible Health Insurance Plan Year (mm/dd/yyyy)

*Name of Health Insurance Company or Administrator

Section 3:

Billing Information

Account Set Up Fee

A one time per account set up fee of \$10 up to a maximum of \$250 is charged to the employer to cover administration costs associated with establishing each employee's Health Savings Account with Bank of America.

Monthly Service Fee

Each month a \$4.50 per account holder service fee is charged to the employer to cover costs associated with managing each employee's Health Savings Account.

Bank Account Information

The Account Set Up Fee and Monthly Service Fee will be debited automatically from the account you designate below.

John Doe 1234 Main Street Anytown, CA 99999	1234 15-00000000
20	
PAY TO THE ORDER OF _____	\$ _____
_____	DOLLARS
ANYTOWN BANK Anytown, CA 99999	
For _____	
1 : (250250025) : (202020) : 1234	

Routing Number

Account Number

On the 5th business day of each month, we will debit the account above for the amount of fees owed. Each monthly invoice is available online.

Note: If this account currently has an ACH block, please notify your bank to add Bank of America and provide our ACH origination number: 1521523496.

Bank of America Analysis Checking Customers Only

If you would like your HSA program billed with your Analyzed accounts, please contact your Bank of America representative to assist you in completing the following information. We will not be able to process your HSA program request without the following:

Analysis Checking Account # _____

Cost Center # _____

Company # _____

Fee Bank # _____

Analysis Fee Billing Method (check one): APX CAPS

Section 4:

Acknowledgment & Signature

The individual signing below represents and warrants that (i) he/she has authority to submit this Employer Group Set Up Form on behalf of the named entity, and (ii) all of the information provided above is complete and accurate. By submitting this Form, the undersigned agrees that Bank of America may regularly debit the employer's account listed in Section 4 above for the applicable fees described in that Section. Further, the undersigned acknowledges and agrees that Bank of America may request such information from third parties and conduct such verifications concerning the employer as it may deem appropriate (or as may be required by applicable laws or regulations) in connection with this request for services and the ongoing provision of such services.

Printed Name _____ Title _____

Signature _____ Date _____

Bank of America, N.A.

**Benefit Account
Services Agreement**

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Bank of America  | **Benefit Solutions™**

Authorization and Agreement for Services Form

I am an authorized representative of the organization specified below ("Client"). Client has received the Bank of America, N.A. Benefit Account Services Agreement ("Agreement") and agrees to adhere to the terms and conditions of the Agreement (including all Schedules and other documents incorporated into and made a part of the Agreement by reference or otherwise). Capitalized terms used in this Authorization and Agreement form that are not otherwise defined herein shall have the meanings given to them in the Agreement.

After I sign below on behalf of Client and submit this Authorization and Agreement for Services to Bank of America (the "Bank") in accordance with the instructions below, Bank will begin providing the Services that Client has chosen on the Employer Group Set Up Form no sooner than the Effective Date.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement for Services Form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, designating employees or agents to act in the name and on behalf of Client.

Guidelines for completion

If Client is a:

- corporation.....any authorized officer
- limited liability company.....all members, or any authorized officer*
- partnership (general or limited).....any general partner*
- limited liability partnership.....the managing partner*
- sole proprietorship.....the sole proprietor
- governmental entity.....the Treasurer*

* Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block. **Note that in most cases the Client must also complete the Certification form which follows**

Dated: _____

[CLIENT'S LEGAL NAME]

[Signature]

[Signature, if two are required by Client]

[Print Name]

[Print Name]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

You should submit this Authorization and Agreement for Services Form by mail or fax to Bank at the address or fax number listed below. NOTE: This address and/or fax number may not be the same address and/or fax number to which you send notices required by the Agreement.

**Bank of America, N.A.
P.O. Box 69338
Harrisburg, PA 17106-9338
Fax No.: 1.866.489.6706**

Authorization and Agreement Certification

I certify that each signature appearing on the previous page for Client is the true signature of a person authorized to execute the form on behalf of Client, and I further certify that I have full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank.

Guidelines for completion: This Certification should not be signed by the individual who signed the Authorization and Agreement for Services.

If Client is a:	Who must sign:
corporation.....	any authorized officer
limited liability company.....	any member or authorized officer
limited liability partnership.....	any partner
partnership (general or limited).....	any general partner
sole proprietorship.....	no signature required
governmental entity.....	the entity's counsel, or any other individual as permitted by the entity's organizational documents

The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Note: If Client is not a U.S. based entity, it is not required to complete this certification, but must provide authorizing certificates or mandates.

[CLIENT'S LEGAL NAME]

[Signature]

[Print Name]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

You should submit this Certification by mail or fax to Bank at the address or fax number listed below.

**Bank of America, N.A.
P.O. Box 69338
Harrisburg, PA 17106-9338
Fax No.: 1.866.489.6706**

Benefit Account Services Delegation of Authority Form (optional)

This form is optional and should be completed if you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization and Agreement form.

By signing below, you authorize the incumbent of the specified position listed in section A or each person listed in section B below, acting alone, to execute documents that we may request, and any amendments or renewals thereof, pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

Guidelines for Completion: Fill out **either** section A or section B, or both, depending on your needs.

- To delegate authority to any person holding a specific title, fill out section A.
- To delegate authority to specific individuals by name, fill out section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which you receive from us. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

Title	Service	Entity

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

Name	Service	Entity	Specimen Signature

CLIENT AUTHORIZATION

Client Authorization Instructions: The same person who signed the Authorization and Agreement for Services form must sign this Treasury Services Delegation of Authority form.

Dated: _____

[Signature]

[Print Name]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

[CLIENT'S LEGAL NAME]

You should submit this Authorization by mail or fax to Bank at the address or fax number listed below.

**Bank of America, N.A.
P.O. Box 69338
Harrisburg, PA 17106-9338
Fax No.: 1.866.489.6706**

Bank of America, N.A.

Benefit Account Services Agreement

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INTRODUCTION

Thank you for choosing Bank of America N.A. (“Bank”) to perform one or more of the Benefit Account Services (the “Services”) described in this Agreement.

You should carefully read this Agreement as it describes the rights and obligations of both Bank and Client with respect to the Services. The general rights and obligations of Bank and Client applicable to any specific Services actually provided by Bank are described in the Agreement’s General Terms and Conditions that follow. The specific Services provided by Bank in accordance with this Agreement are described in the Services Schedules attached to this Agreement. The Services Schedules are incorporated into and made a part of the Agreement by reference. This Agreement, the Services Schedules and any other documents incorporated into and made a part of this Agreement by reference herein constitute the entire agreement between the Parties with respect to the Services.

Capitalized terms used throughout this Agreement represent terms that are specifically defined in either the “Definitions” section of the Agreement or elsewhere in the Agreement. The terms “we,” “us,” and “our” refer to the Bank, which provides you a particular Service under the terms of this Agreement. The terms “you” and “your” refer to the Client identified on the Authorization and Agreement for Services.

By signing and returning the Authorization and Agreement for Services Form attached to the front of this Agreement (and to the extent required, the Certification), you agree to be bound by these terms and conditions of this Agreement, as amended from time to time.

BANK OF AMERICA, N.A. BENEFIT ACCOUNT SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

The following describes the general rights and obligations of Bank and Client related to Services. These rights and obligations apply to any specific Services actually provided by Bank and are in addition to the rights and obligations of the Parties set forth in the Services Schedules.

Article I. Scope of the Agreement and Relationship of the Parties

1.1 Scope of the Agreement

- (a) Client and Bank enter into this Agreement with the intent that Bank provide one or more of the Services described in the Services Schedule.
- (b) Bank is only responsible for providing the Services chosen by the Client on the Employer Group Set Up Form and for which the applicable fee is paid in accordance with this Agreement. Client and Bank have no other rights and obligations with respect to the Services except as set forth in this Agreement or imposed by applicable law.
- (c) Services will not be provided until Bank has approved such Services and has received all required and properly executed forms.

1.2 Effective Date and Term of the Agreement

- (a) Bank will subsequently notify you in writing of the date this Agreement becomes effective (“Effective Date”). If Bank has not notified you of the Effective Date within 30 days of the date you submit to Bank the Authorization and Agreement for Services Form, you should contact the Bank. If this Agreement becomes effective, this Agreement will remain effective until terminated in accordance with Article IX herein.
- (b) You may choose other available Services at any time after the Effective Date by completing and submitting to Bank another Employer Group Set Up Form. Bank will notify you of the date such subsequently chosen Services become effective.

1.3 Relationship of the Parties

- (a) Client understands that Bank is and will remain an independent contractor and will not be deemed an employee of Client, a partner of Client or engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor. Bank is obligated under this Agreement only to the Client, and nothing under this Agreement shall be deemed to confer any obligation on Bank to any Covered Individuals.
- (b) Client acknowledges that Bank is not an accounting or law firm. No services provided by Bank pursuant to this Agreement, and no written or oral communications made by Bank during the course of providing Services, are or should be construed as tax or legal advice.

1.4 Interaction with Other Agreements with Bank

Nothing in this Agreement is intended to supersede, replace or modify the terms and conditions of any other agreements between you and Bank for other services provided by Bank. If there is any conflict between this Agreement and any other agreement between you and Bank with respect to the Services, this Agreement will control.

Article II. Glossary of Important Terms

The following represent defined terms used throughout this Agreement:

- 2.1 “Account(s)”** collectively refers to the Benefit Plans and the Health Savings Accounts (HSAs).
- 2.2 “Account Documents”** collectively refers to the Benefit Plan Documents, as defined in the Benefit Plan Services Schedule, and HSA Account Documents, as defined in the HSA Services Schedule. The Account Documents are the documents that govern the terms of the Accounts.
- 2.3 “Affiliates”** means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
- 2.4 “Agreement”** means this Benefit Account Services Agreement, which includes the Services Schedules and any other documents specifically incorporated into and made a part of the Agreement by reference herein.
- 2.5 “Benefit Plans”** collectively refers to the employer sponsored Health Flexible Spending Account (“Health FSA”), Health Reimbursement Account (“HRA”), and/or Dependent Care Flexible Spending Account (“Dependent Care FSA”).
- 2.6 “Code”** means the Internal Revenue Code, and the regulations issued thereunder, as amended from time to time.
- 2.7 “Collected and Available Funds”** means cash funds in an account equal to the ledger balance less float, which in our reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.
- 2.8 “Covered Employee”** means any of the Client’s employees who are enrolled in a Benefit Plan and/or whose application for an HSA has been approved by Bank of America.
- 2.9 “Covered Individual”** collectively refers to a Covered Employee and any eligible Dependents

whose expenses are eligible for reimbursement from one or more of the Accounts.

- 2.10 “Custodial Agreement”** means the agreement between Bank and a Covered Employee that establishes the rights and obligations of Bank and a Covered Employee with regard to HSAs established by the Covered Employee with Bank. Custodial Agreement also means any other documents incorporated into and made a part of the Custodial Agreement by reference.
- 2.11 “Dependent”** means a spouse, child or other person whose expenses are eligible for reimbursement from an Account as set forth in the applicable Account Documents.
- 2.12 “Dependent Care Flexible Spending Account” or “Dependent Care FSA”** means a reimbursement arrangement sponsored or maintained by the Client for the benefit of eligible employees in accordance with Code Section 129.
- 2.13 “Employer Group Set Up Form”** means any form(s) provided by Bank to Client for purposes of obtaining Client-specific information related to the Services.
- 2.14 “ERISA”** means the Employee Retirement Income Security Act of 1974, and the regulations issued thereunder, as amended from time to time.
- 2.15 “Health Flexible Spending Account” or “Health FSA”** means a self insured medical reimbursement arrangement as defined in Code Section 105, as amended from time to time, and the regulations issued thereunder that is sponsored or maintained by Client for the benefit of its eligible employees and their dependents.
- 2.16 “Health Reimbursement Arrangement” or “HRA”** means a self insured medical reimbursement arrangement as defined in Code Section 105, as amended from time to time, the regulations issued thereunder, and IRS Notice 2002-45 that is sponsored or maintained by Client for the benefit of its eligible employees and their dependents.
- 2.17 “Health Savings Account” or “HSA”** means a custodial or trust account established by an individual in accordance with Code Section 223.
- 2.18 “HIPAA”** means the privacy, security and administrative simplification rules set forth in the Health Insurance Portability and Accountability Act of 1996, and the regulations set forth in 45 C.F.R. 160, 162 and 164, as amended from time to time.
- 2.19 “Marks”** are as defined in Section 6.1 hereof.

- 2.20** **“Material”** means any written or electronic documentation provided by Bank to Client that is directly or indirectly related to the Services.
- 2.21** **“Party” or “Parties”** means the Client and/or Bank.
- 2.22** **“Personal Information”** means, for purposes of this Agreement, all individually identifiable information relating to Covered Individuals other than Protected Health Information.
- 2.23** **“Protected Health Information”** shall have the same meaning as set forth in HIPAA.
- 2.24** **“Services”** means the Account administrative services performed by Bank as described in this Agreement and the applicable Services Schedules. The Services set forth in each Service Schedule will only apply to the extent Client chooses such Services on the Employer Group Set Up Form and pays the applicable fee.
- 2.25** **“Software”** means the programs and data files provided by us for use on a computer in connection with one or more particular Services. It does not include any Web Sites made available to Client or Covered Individuals in accordance with this Agreement.
- 2.26** **“Subsidiary”** means any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by a Party. The term “Subsidiary” does not include Affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by the Party.
- 2.27** **“Vendor”** means any third Party with whom Bank contracts to assist Bank with satisfying its obligations under this Agreement.
- 2.28** **“Web Site”** is as defined in Section 4.4 hereof.

Article III. Client Obligations

Client agrees to the following general terms and conditions as a result of entering into this Agreement. The obligations set forth in this Article III are in addition to the obligations imposed on Client in the applicable Service Schedules.

3.1 Information from Client

Client agrees to furnish all information, or to cause a third Party to furnish such information on its behalf (“Designee”), that Bank determines is necessary from Client for Bank to satisfy its obligations under this Agreement in the time, manner, and format set forth in the applicable Services Schedules, or as otherwise mutually

agreed upon by the Parties. Client acknowledges that Bank has no obligation to verify or confirm the completeness or accuracy of such information. Client understands that Bank cannot satisfactorily perform its duties under this Agreement without accurate and timely information, and that Bank shall have no liability to the Client or any Designee as a consequence of inaccurate, incomplete, and/or untimely information provided to Bank by Client or its Designee. Client understands that Client may be charged additional fees if Bank is required to take corrective action as a result of receiving such inaccurate, incomplete or untimely information from Client or its Designee.

3.2 Reports/Statements

Client understands and acknowledges that Client is responsible for promptly reviewing any and all reports or statements provided by Bank to Client pursuant to this Agreement. Client is responsible for promptly notifying Bank of any errors or omissions in the reports or statements. Client acknowledges that Bank is not responsible for any actions taken by Bank in reliance on the reports or statements prior to Bank receiving such notice.

3.3 Consents and Authorizations

Except as otherwise set forth herein, Client is solely responsible for obtaining from Covered Individuals all authorizations or consents required by applicable law that are necessary to perform the Services. Client understands and acknowledges that Bank is under no obligation to obtain any authorizations or consents or to verify or confirm that Client has obtained the appropriate authorizations or consents.

Article IV. Bank’s Obligations

Bank agrees to the following general terms and conditions as a result of entering into this Agreement. The obligations set forth in this Article IV are in addition to the obligations imposed on Bank in the applicable Service Schedules.

4.1 Standard of Care

Bank shall make available to Client the Services described in the Services Schedules. The Services to be performed by Bank shall be ministerial in nature and will be performed generally within the frameworks and policies established by Client except as set forth herein or in the Material. Bank shall perform the Services exercising reasonable care and due diligence in the same manner that any other similarly situated prudent service provider in the same industry performing the same

services would exercise. However, Bank will not be liable to Client for actions taken in good faith. Bank shall not be considered in breach of this Agreement if Bank refuses to perform services generally required under this Agreement if the manner in which Client desires such Services to be performed requires material changes to Bank's existing standard operating procedures.

4.2 Material Provided by Bank

Bank or a Vendor may provide to Client Material related to the Services. Client acknowledges and agrees that Material provided by Bank or Vendor to Client is copyrighted property of Bank or Vendor and shall not be reproduced or modified by Client without the prior written consent of Bank or Vendor (whichever is applicable) except as otherwise described in the Material. Client shall not alter, amend, or revise Material without prior written consent of Bank. Any electronic Material provided by Bank or Vendor shall be accompanied by a non-exclusive license to reproduce such materials in electronic or paper form; however, such reproductions shall not be modified, edited, or changed in any manner other than the medium of reproduction without Bank's or Vendor's (whichever is applicable) prior written consent.

4.3 Recordkeeping

- (a) Bank will maintain the usual and customary records in Bank's possession that relate to the Services for at least the lesser of the term of this Agreement or six years following the date the record was created, or received by Bank in conjunction with performing Services. Nothing in this Agreement prevents Bank, in its sole discretion, from maintaining such records for a longer period of time. Except as otherwise set forth herein, the records are the property of Bank. During the period in which Bank is required to maintain such records, Client has the right of continuing access to these records and, as such, Bank will deliver copies of all such books, records and documents in its possession to Client or its designee as soon as practicable but no later than 30 days after written request from the Client has been received. Client shall be required to pay Bank's reasonable charges for transportation and/or duplication of such records. Bank has sole discretion to determine the manner in which such records are held by Bank.
- (b) Nothing in this Agreement relieves Client of any duty imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices customarily followed by similar businesses.

4.4 Online Services

- (a) Bank (or a Vendor on Bank's behalf) has developed and currently maintains a password-protected World Wide Web site in connection with the Services (the "Web Site"). The Web Site includes the content, features, and functionality described in the Services Schedules or the Materials. Bank (or its Vendor) has sole discretion to make reasonable adjustments and improvements to the Web Site at any time and without prior notice. Bank is under no obligation to make any adjustments to the Web Site requested by Client; however, such requested adjustments made by Bank may be subject to an additional fee.
- (b) The Web Site may include information related to Bank's other services and/or links to other web sites related to the Services to the extent permitted by law. Bank neither grants a license for nor is responsible for any external links to third party web sites provided on the Web Site.
- (c) Bank is under no obligation to Client to post or embed Client's Marks (as defined in Section 6.1 herein) on the Web Site, or otherwise for Bank's use in hosting or operating the Web Site. Bank acknowledges that Client does not grant any express or implied rights or license to Bank to or under any Intellectual Property Rights except with respect to any Client Marks that Client requests Bank to post or embed, on the Web Site. In addition, Client represents and warrants that it has authority to provide Bank (or its Vendor) with any Client Marks for embedding or posting on the Web Site. Client understands and agrees that neither Bank nor its Vendor is responsible for confirming or verifying Client's authority to provide such Marks for posting or embedding on the Web Site.
- (d) Client acknowledges that Client and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Web Site provided in accordance with this Agreement.

4.5 Debit Card Services

- (a) Bank will issue Covered Individuals a debit card ("Card") to access Account balances in accordance with the applicable Services Schedule. Cards will be issued together with a copy of an agreement between us and the Cardholder, our privacy policy for consumers (if applicable) and instructions for activating the Card.
- (b) All Cards shall identify us as the issuer and shall include such other names and trademarks as we require. If you elect to customize the Card, you will be responsible for any additional costs in the design or production of the Cards. You will provide graphics, promotional material and wording to us

for review and approval and you must comply with all the rules of Visa USA, Inc. and/or other card or payment systems, associations or organizations, as applicable. You will allow us to use your trade dress and/or artwork on the Cards, provided that you shall have first reviewed and approved such use.

- (c) Bank may receive interchange fees from use of the Card as set forth in the Services Schedules. Such fees will be in addition to any fees referenced in Article VII herein.

4.6 Call Center

Bank will make available to Client and Covered Individuals a telephone-based support system in accordance with the applicable Material.

Article V. Confidentiality and Security

5.1 Confidential Information (other than Protected Health Information)

- (a) We acknowledge that information we obtain from you in connection with any of the Services may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information (including the policy reflected in the Bank of America Corporation Code of Ethics) and as otherwise set forth in this Agreement.
- (b) You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our “trade secrets” or trade secrets of our licensors or Vendors. You understand that all Materials are confidential and you will:
 - Safeguard the Materials at all times.
 - Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
 - Use the Materials only for the purposes for which we provide them.
 - Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.

- Translate, reverse engineer, disassemble or decompile any Software, processes or security devices.

These confidentiality obligations continue after a Service you are using is terminated.

- (c) You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant Material.
- (d) This section does not limit either Party's ability to disclose information (i) that the other Party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third Party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third Party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either Party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.
- (e) In addition, you agree (i) that we may disclose to our Affiliates, officers, employees, agents and Vendors with a need to know any information we obtain about you and (ii) that those Affiliates, officers, employees, agents and Vendors may disclose such information as permitted under the immediately preceding paragraph.
- (f) You acknowledge and agree that Services may take place in other countries. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your relationship information may be available to some of our officers outside this country. You authorize us to transmit information related to our relationship with you across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services.
- (g) It is possible that in providing the Services we will use and disclose Personal Information. We will only use and/or disclose Personal Information as necessary to provide the Services. This may include disclosing such Personal Information

to any Affiliates, officers, employees, agents or Vendors. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Information solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Information.

- (h) Neither Party will use the other's name or refer to the other Party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other Party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

5.2 Security

The Bank shall comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40), to the extent applicable, and with other relevant statutory, legal and regulatory requirements that apply directly to Bank.

5.3 Protected Health Information

Both Parties agree that any Protected Health Information used or disclosed during the course of this Agreement will be subject to the terms of the applicable Services Schedule.

Article VI. Intellectual Property

6.1 Intellectual Property

- (a)(i) "Intellectual Property" shall mean any patents, inventions, invention disclosures, Marks (as defined below), trade secrets, industrial property rights, know-how, formulae and processes, proprietary data and databases, copyrights and all other similar items of intellectual property, whether registered or unregistered, including any rights created by use thereof, all proceeds thereof (such as by way of example, licenses, royalties and proceeds of current infringements), and the right to sue for past, present and future infringements. (ii) "Marks" shall mean all right, title and interest in and to any United States or foreign trademarks, service marks and trade names, including any registration or application for registration of any trademarks and services marks in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or in any foreign country, as well as any

unregistered marks, and any trade dress (including logos, designs, company names, business names, fictitious names and other business identifiers) in the United States or any foreign country.

- (b) Each Party shall retain the rights in and/or title to its respective Marks, and any other Intellectual Property of such Party, its Subsidiaries, its Affiliates or agents or vendors. Other than as expressly provided in this Agreement or in the Materials, nothing contained herein shall be construed as granting a Party any right, title, or interest in or to any other Party's Confidential Information, Intellectual Property, or data.
- (c) No Party shall acquire a right to use, and shall not use without the other applicable Party's prior written consent, in each instance, the names, characters, artwork, designs, trade names, trademarks or service marks of the other Party in any advertising, client list, publicity, public announcement, press release or promotion, or in any other manner and shall maintain all copyright, trademark, service mark or other proprietary notices on such Party's products or services and otherwise comply with such Party's quality control and branding requirements except as otherwise set forth in this Agreement. With regard to marketing activities expressly authorized by a Party in writing, the Party hereby grants the other relevant Party a non-exclusive, non-transferable, royalty-free license to use the licensing Party's Marks solely for the purposes expressly authorized by the licensing Party. A Party shall: (i) not create a unitary composite mark involving a Mark of another Party without the prior written approval of such other Party; and (ii) display symbols and notices clearly and sufficiently indicating the trademark status and ownership of the other Party's Marks in accordance with applicable trademark law and practice and such Party's trademark guidelines, if such Party has applicable trademark guidelines. As between the Parties, each Party agrees that all use of the other Party's Marks, or goodwill therefrom, shall inure to the benefit, and be on behalf, of the other Party. A Party may, in its sole discretion, immediately terminate the license to its Marks if the other Party engages in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the licensing Party's Marks or the goodwill or reputation of the licensing Party or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws or advertising rules and regulations that would disparage the Marks of the licensing Party.
- (d) In the event that Client and Bank work together to develop products or processes, the Intellectual Property rights in any such jointly developed product or process will as set forth in a separate agreement between the Parties.

Article VII. Fees

7.1 Fees Generally

- (a) You will pay us for each Service you choose on the Employer Group Set Up Form or that you otherwise use according to our schedule of fees currently in effect for you, except as we agree otherwise in writing from time to time. We will provide you a copy of the current schedule of fees for the applicable Service(s).
- (b) All fees are subject to change upon 30 days prior written notice by us to you (unless otherwise agreed in writing) except that any increase in charges to offset any increase in fees charged to us by any Vendor for services used in delivering any Service may become effective in less than 30 days.
- (c) All fees are payable in the manner set forth in the applicable Services Schedules. Any account from which we withdraw the applicable fee must have Collected and Available Funds in the account at the time the fee is due.
- (d) Failure to pay fees may result in termination of the Agreement as set forth in Article IX below.

7.2 Taxes

All fees are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Materials. Such taxes, duties and charges are payable by you.

7.3 Other Compensation

- (a) Bank may use any funds in any deposit account established with Bank in accordance with this Agreement in the same manner that Bank uses funds in any other deposit account established with Bank other than pursuant to this Agreement.
- (b) The Bank may receive compensation from other Parties in connection with the Services to the extent set forth in the applicable Services Schedules.

Article VIII. Liability and Indemnification

8.1 Bank's Liability

- (a) Except as set forth herein, we are liable to you only for actual damages incurred by you as a direct result of our breach of the standard of

care in providing a Service as set forth herein. In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense or loss of business, profits or revenue, goodwill or anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

- (b) We will not be responsible for the acts or omissions of you, your Subsidiaries, your Affiliates or your Subsidiaries' and Affiliates' officers, employees, vendors, contractors or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, other than the acts of a Vendor to the extent Vendor's actions breach the same standard of care to which Bank is subject under this Agreement.
- (c) We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, failure of Vendor to continue any services to Bank, breakdown or failure of equipment, or your act, omission, negligence or fault.
- (d) We will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.
- (e) We will not be liable for acting upon the Client's or Designee's written or oral instructions.

8.2 Resolution of Disputes

- (a) Any dispute or controversy concerning your use of Services described in this Agreement will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.
- (b) Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration

is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration.

8.3 Indemnity

- (a) You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including any attendant legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning any Service. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.
- (b) Notwithstanding your indemnity of us as set forth in 8.3(a) above, we will defend at our own expense or settle any action brought against you to the extent it is based on a claim that your use of the Software and/or Material provided by us to you pursuant to this Agreement infringes any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third Party, and we will pay all costs and damages finally awarded in any such action. Our obligation is subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Material, as provided to you by us, in compliance with the terms of this Agreement and the related Materials and (vi) our obligations under this indemnity being our only obligations to you with respect to any infringement claim in connection with your use of the Software.

8.4 Representations and Warranties

- (a) You represent and warrant the following:
- All approvals and authorizations required to permit the execution and delivery of the Authorization and Agreement for Services Form and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained.
 - Your performance of your obligations under this Agreement will not violate any law, regulation, judgment, decree or order applicable to you; and

- There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.
 - Your agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable agreement.
- (b) With the exception of 8.4(c) below, **we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, Online Services, the related Materials and all other property, services or rights covered by this Agreement.**
- (c) With regard to Software and Online Services, you acknowledge that:
- The Software and Online Services have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment.
 - You are responsible for satisfying yourself that the Software and Online Services are satisfactory for your purposes. You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Software or Online Services or their compatibility with any hardware.
 - The operation of the Software or Online Services may not be uninterrupted or error-free.

We will use reasonable efforts to correct or work around any Software or Online Services errors reported by you or, at our discretion, but in any event if our efforts are unavailing, we will accept return of the Software and refund any license fees paid by you.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software, Online Services and related Material.

Article IX. Termination

9.1 Termination Provisions

- (a) Either Party may terminate any or all Services with at least 60 days prior written notice to the other Party, effective as of the date set forth in the written notice. Any Services not terminated in accordance with the written notice will continue in full force and effect.

(b) Notwithstanding Subsection 9.1(a) hereof, we may terminate any or all Services effective immediately, and without prior written notice, if any of the following occurs:

- You breach any of the terms and conditions in this Agreement or any other agreement with us;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement; or
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.

(c) The Services may also be terminated as set forth in the Services Schedules.

(d) This Agreement automatically terminates as of the date that the all of the Benefit Plans are terminated to the extent that only Benefit Plan Services are provided in accordance with this Agreement.

(e) If a Service you are using is terminated for any reason, you will do the following:

- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Software and Material relating to the terminated Service and certify to us that you have done so.

(f) The rights and obligations of the Parties, which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, the provisions of the following Articles entitled:

- Article V, Confidentiality
- Article VI, Intellectual Property
- Article VIII, Liability and Indemnification
- Article IX, Termination
- Article X, Miscellaneous Provisions

(g) Termination of a Service does not affect your payment obligations for services we provide to you before the Service is terminated, and any such termination is in addition to our other rights

under applicable law and under the terms of this Agreement. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you and outstanding will become immediately due and payable.

Article X. Miscellaneous Provisions

10.1 Entire Agreement

- (a) This Agreement constitutes and represents the entire agreement between the Parties regarding the Services we provide and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to the Services.
- (b) Nothing in this Agreement is intended to supersede, replace or modify any other agreements between Client and Bank relating to other services provided by Bank.
- (c) This Agreement will be controlling in the event of any conflict between it and any Material, any other document or written or oral statement.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

10.2 Assigns and Successors

This Agreement is binding upon each of your and our respective successors and permitted assigns. You may assign any of your rights or duties described in this Agreement with our prior written consent. This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us, and nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us.

10.3 Communications

- (a) Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the Authorization and Agreement for Services Form you return to us, except as you or we

specify otherwise in writing in conjunction with the Services.

- (b) Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials.
- (c) When you execute this Agreement, you agree that we may electronically monitor and/or record any telephone communications between us and you or between us and the Covered Individuals for service quality purposes, or for any other purpose permitted under applicable law. If our records about any such communication are different from yours, our records will govern.

10.4 Amendment

- (a) Except as otherwise set forth in the applicable Services Schedules, we may amend any of the Agreements provisions, including but not limited to the provisions in the Services Schedules, upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate any Service, after the effective date of the change, will indicate your agreement to the change.
- (b) Notwithstanding Section 10.4(a), we may revise this Agreement without prior written notice to comply with changes in applicable law.

10.5 Severability/Waiver

- (a) If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.
- (b) No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Agreement is a waiver of any other breach or default. Any waiver under this Agreement must be in writing.

10.6 Governing Law

Except where otherwise preempted by federal law, this Agreement is governed by and interpreted according to laws of the State of North Carolina, without reference to the principles of conflicts of law of the U.S. and of such state.

10.7 Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, Bank, and their respective successors or assigns, any rights, remedies or obligations whatsoever.

10.8 Audits

- (a) Client may perform no more than one (1) audit of the records specifically related to performance of the Services under this Agreement in each 12 month period, subject to reasonable prior written notice to Bank. Audits must be performed during normal working hours. An employee or an agent of Client may perform audits provided such employee or agent signs an acceptable confidentiality agreement. Each Party agrees to provide reasonable assistance and information to the auditors. Client acknowledges and agrees that if it requests an audit, it will reimburse Bank for Bank's reasonable expenses, including copying and labor costs, in assisting Client to perform the audit. Each Party also agrees to provide such additional information and reports, as the other Party will reasonably request.
- (b) In addition, Bank may perform one (1) audit of Client each 12 month period to ensure that Client has complied with all Material, licenses and other requirements relating to Software. Notwithstanding the preceding sentence, Client acknowledges and agrees that any Bank federal or state regulatory agency may audit Client's performance at any time during normal business hours.

10.9 Third Party Vendors

Nothing in this Agreement prohibits Bank from performing the Services itself, through an Affiliate, or contracting with a third Party Vendor to assist Bank in the performance of the Services hereunder, including any overseas Affiliate or Vendor. No prior written notice to or consent from Client is required.

BANK OF AMERICA, N.A.
BENEFIT ACCOUNT SERVICES AGREEMENT HEALTH SAVINGS
ACCOUNT SERVICES SCHEDULE

This Services Schedule (“Services Schedule”) describes the following HSA related services (“HSA Services”) that Bank will provide to Client to the extent that Client chooses HSA Services on the Employer Group Set Up Form and pays the applicable fee:

- Provide Client’s eligible employees with access to Bank’s HSA custodial services. Bank will provide such custodial services to each Covered Employee in accordance with the Custodial Agreement between Bank and Covered Employee and other HSA Account Documents. The Custodial Agreement is a separate agreement to which Client is not a Party. The HSA Account Documents are the documents that govern the rights and obligations of the Covered Employee and Bank with regard to the HSA custodial services, as identified by Bank.
- Issue debit cards (“Cards”) to Covered Individuals. Use of such Cards by Covered Individuals will be subject to the Custodial Agreement and the Cardholder Agreement and other documents that accompany the Card. The Cardholder Agreement is a separate agreement between the Cardholder and Bank to which the Client is not a Party.
- Provide Client and Covered Employees with online HSA management tools.

These HSA Services are described in more detail below. This Services Schedule is incorporated into and made a part of the Bank of America, N.A. Benefit Account Services Agreement (“Agreement”). Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. The rights and obligations of the Parties set forth in this Services Schedule are in addition to any rights and obligations set forth in the Agreement. If there is a conflict between this Services Schedule and the Agreement, the Agreement controls. This Services Schedule will only apply to the extent that Client chooses HSA Services in the applicable enrollment forms provided to Client by Bank and Client pays the applicable fee to Bank as set forth in the applicable schedule of fees.

The Term of this Services Schedule begins on the effective date indicated to you by Bank and ends on the date that this Services Schedule or the Agreement is terminated in accordance with the terms of the Agreement (whichever occurs first).

To the extent Client chooses HSA Services, the Parties agree as follows:

1. In exchange for such HSA Services, the Client agrees to pay the applicable fees for such HSA Services, as set forth in the schedule of fees in effect for the Client. Fees may be payable by one of the following methods:

- By debiting an account of your choice through automated clearinghouse (ACH).
 - Invoice through analysis billing to the extent that Client is an existing customer of Bank. Such analysis billing will be conducted to Bank’s internal policies and procedures applicable to analysis billing.
2. Bank will provide Client’s eligible employees with access to Bank’s HSA custodial services that it offers once an employee applies for an HSA with Bank and Bank has approved such employee for an HSA and the custodial services. Bank certifies to Client that it is a qualified HSA custodian or trustee as defined in Code Section 223.
 3. Client shall use commercially reasonable efforts to market the HSA Services provided by Bank directly to its eligible employees, including but not limited to distributing Materials to eligible employees in accordance with Bank’s instructions. Client shall refer eligible employees to Bank for application and enrollment in HSAs through the online enrollment system established by Bank and/or through other methods made available by Bank. Bank has sole discretion to determine the methods made available to Covered Employees to apply for an HSA with Bank.
 4. Client may not communicate the following to its employees in any form or fashion:
 - That Bank provides services other than those set forth in the Custodial Agreement and/or other Materials;
 - That Bank is responsible for funding the HSAs;
 - That Bank has any involvement with the High Deductible Health Plan (“HDHP”) sponsored and maintained by Client.
 5. Bank has sole discretion to approve an employee’s application for an HSA with Bank. If approved by Bank, Bank will provide custodial services to Covered Employees in accordance with the Custodial Agreement and any other HSA Account Documents. Client further understands that Bank will only offer such custodial services to a Covered Employee whose application has been approved by Bank in accordance with its internal policies and procedures and for which the applicable fees (“Custodial Fees”) have been paid. Nothing in this Agreement prohibits the employer from paying such Custodial Fees on the Covered Employee’s behalf. The Custodial Agreement is solely between the Bank and the Covered Employee and does not give Client any additional rights or obligations. Likewise, nothing in this Services Schedule is intended to provide Covered Employees with additional rights.

6. Bank is under no obligation to confirm or verify that Covered Employees are eligible to establish HSAs in accordance with the requirements of Code Section 223.
7. Client shall offer a qualifying HDHP, as defined in Code Section 223, during the term of this Services Schedule. Bank is under no obligation to confirm or verify that such HDHP satisfies the requirements of Code Section 223. Nothing herein shall cause the Bank to be responsible for benefit claims and eligibility determinations with respect to any HDHP sponsored by Client.
8. Client agrees to take all reasonable steps to avoid application of ERISA to the HSAs that Covered Employees establish with Bank. Client understands and acknowledges that Bank is not responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent that such HSAs are deemed to be subject to ERISA. Bank may terminate this Services Schedule without prior written notice and without penalty as of the date that it determines, in its sole discretion, that such HSAs may be subject to ERISA. Alternatively, Bank may, in its sole discretion, choose to continue to provide HSA Services to Client subject to an additional fee.
9. Bank has no obligation to ensure that contributions to a Covered Employee's HSA do not exceed the maximum annual contribution limit applicable to such Covered Employee. Bank shall only be responsible for ensuring that the contributions for each Covered Employee do not exceed the maximum statutory amount that trustees or custodians are permitted to accept under Code Section 223, which is the statutory maximum annual deduction amount for family coverage, plus any applicable additional contributions defined in Code Section 223(b)(3) (without regard to the Covered Employee's applicable maximum annual statutory contribution amount).
10. Bank has implemented procedures to facilitate the transfer of HSA contributions from Client (including payroll deductions) to Bank, including but not limited to transfers conducted via wire from an account designated and maintained by Client. Such wire transfers will be conducted in accordance with the Materials.
11. Bank shall provide Covered Individuals with reasonable access to HSA funds in accordance with the Materials. Such access may include the following:
 - A Card that the Covered Individuals can use at point of sale ("POS") terminals at approved merchants as set forth in the Cardholder Agreement and other related documents provided to Covered Employees,

- Direct payment to health care providers identified by the Covered Individuals, and
- Direct reimbursement to the Covered Employee's personal checking or savings account designated by the Covered Employee.

Bank is under no obligation to ensure that distributions from a Covered Employee's HSA are for qualified medical expenses (as defined in Code Section 223).

12. Bank may terminate or suspend any HSA in accordance with the terms of the HSA Account Documents.
13. Client acknowledges that Bank may, in its sole discretion, enhance or improve the HSA Services during the term of this Services Schedule. Bank will make available such product enhancements or improvements in reasonable proximity of Bank providing such enhancements or improvements to the marketplace generally. Client acknowledges that the implementation of such improvements or enhancements may require additional fees.
14. With respect to HSA Services, Client understands and acknowledges that Bank is not a "covered entity", "business associate" or "plan sponsor" as those terms are defined by HIPAA. The fact that the Bank may be a business associate with respect to other Services provided in accordance with the Agreement should not be construed to mean that Bank is a business associate for purposes of HSA Services. Bank expressly disclaims responsibility for duties imposed on covered entities and plan sponsors under HIPAA.
15. Bank is not responsible for the funding of the HSA or funding reimbursement for any expenses attempted to be paid or reimbursed through the HSA. Moreover, Bank shall not under any circumstances be considered the insurer or underwriter of any liability to provide benefits under any employee benefit plan or the HSA.
16. To the extent permitted by applicable law, the Bank's privacy policy, and HSA Account Documents, Bank will provide the following reports to Client regarding HSAs established by Covered Employees:
 - Aggregate contributions made for all HSA Accountholders who are employees of Client;
 - Identification of Covered Employees.
 - Other information that the Bank may, in its discretion, provide from time to time to the extent permitted under applicable law.

Reports will be provided in a form and manner determined by Bank.

17. To the extent permitted by applicable state and federal privacy laws, Client shall deliver to the Bank all information that Bank deems necessary to perform HSA Services, including but not limited to the Covered Employees' Protected Health Information. Client will deliver such information to Bank in the time and manner determined by Bank. Client warrants and represents that it will obtain from eligible employees all consents and/or authorizations required under applicable law as necessary to disclose to Bank such information. Bank has no obligation to verify or confirm that such consents or authorizations have been obtained.
18. Bank will make an electronic payment card available for use by Covered Individuals in accordance with the following terms:
- Bank will issue a debit card to each Covered Individual who satisfies Bank's applicable approval policies and procedures. The Card will be issued in accordance with the Cardholder Agreement that accompanies the Card and any other related HSA Account Documents. It is within Bank's sole discretion to approve, suspend, or terminate a Covered Individual's use of the Card.
 - Bank may, in its discretion, permit Client to co-brand the Card with Bank. Individuals who have been issued a Card are referred to as "Cardholders".
 - As is the case with other debit cards issued by Bank, Bank will receive interchange fees from Card use. These fees may vary, but in all cases will be equal to or less than the highest possible fee for all card transactions.
19. HSA Investments
- (a) The Bank may, in its sole discretion, make available to Covered Employees one or more investment opportunities offered in conjunction with the HSA ("HSA Investments"). The HSA Investments are made available to Covered Employees in accordance with the HSA Investments Terms and Conditions, which is incorporated into and made a part of the Custodial Agreement. Client understands and acknowledges that the Bank will only make such HSA Investments available to a Covered Employee to the extent that such Covered Employee satisfies the eligibility criteria for making HSA Investments established by the Bank, in its sole discretion, and all fees are paid, as set forth in the applicable fee schedule.
- (b) Client understands and acknowledges the following with respect to the HSA Investments offered to Covered Employees in accordance with this Services Schedule:
- The Bank has engaged the services of a registered investment advisory firm who recommends a variety of mutual funds managed by Columbia Management ("Columbia Funds") for acceptance by Bank. The registered advisory firm recommends such mutual funds to the Bank in accordance with an established investment policy. The funds may change from time to time in accordance with a recommendation from the investment advisor and acceptance by the Bank.
 - The Bank is under no obligation to and will not substitute, replace and/or delete any mutual funds offered through the HSA at the request of Client.
 - Columbia Management is an investment management division of Bank of America Corporation and an Affiliate of the Bank.
 - The HSA Investments are "self-directed" products, i.e., the Covered Employee has sole discretion whether to invest in one or more of the Columbia Funds offered through the HSA. Neither the Bank nor its registered investment advisor will provide any investment advice to the Covered Employee and neither have any obligation to you or the Covered Employee to review or monitor the Covered Employee's investment choices. Investments in mutual funds such as the Columbia 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.** Neither the Bank nor its registered investment advisor shall have liability or responsibility for the Covered Employee's investment decisions.
 - Once a Covered Employee becomes eligible to make HSA Investments, the Bank will make a prospectus available electronically for each HSA Investment offered through the HSA. In addition, the Covered Employee may obtain a prospectus by calling Columbia Management.

