

PRESORTED  
FIRST-CLASS MAIL

U.S. POSTAGE  
PAID

SERVICE CENTER



15 West Scenic Pointe Drive  
Draper, UT 84020

## Your HealthEquity® Visa® Health Account Card is HERE

# CONVENIENT ACCESS TO *your* HSA

### At Home

- Pay providers by phone.
- Remember to keep all receipts.

### On the Go

- Pay for prescriptions at point of purchase.

### To be eligible to contribute to a health savings account (HSA), you must:

- Be enrolled in an HSA-qualifying health plan.
- Have no other health coverage, unless it is also HSA-qualified.
- Not be enrolled in Medicare.
- Not be claimed as a dependent on someone else's tax return.

Your HSA card will draw available funds directly from your HSA. Your card can be used everywhere Visa debit cards are accepted for qualified expenses. This card cannot be used at ATMs and you cannot get cash back, and cannot be used at gas stations, restaurants, or other establishments not health related. See Cardholder Agreement for complete usage restrictions. Choose the "credit" option when swiping your HSA card or enter a PIN to use as debit. To receive a personal identification number (PIN), call the number on the back of your card.

#### Maximum Contribution Limits for 2020:

**Single-coverage: \$3,550\***

**Family-coverage: \$7,100\***

\*An additional \$1,000 is allowed as a catch-up contribution for account holders age 55+.

HealthEquity Visa Health Account Card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank; Member FDIC.

## Visit your member portal to access account information.

Nothing in this communication is intended as legal, tax, financial or medical advice. Always consult a professional when making life changing decisions. It is the members' responsibility to ensure eligibility requirements as well as the expenses are tax qualified medical expenses.

### To log on to your HealthEquity member portal:

- Go to [www.myhealthequity.com](http://www.myhealthequity.com).
- If you have never logged on before, select that you are logging on for the first time. Please be prepared to enter your first and last name, your Social Security number, birth date, zip code of your current residence, and the last 4 digits from the above card. This information is used to identify you as the account holder.
- Type in your username and password. Your username is your account number or your registered email address.
- If you have any questions, call 844.341.6998. HealthEquity's Member Services team is available every hour of every day to assist you.

## Schedule of Fees and Interest Rates

### Health Savings Account (HSA)

#### Schedule of Fees

The following fees apply to your HSA.

<u>Service</u>	<u>Fee</u>
Monthly HSA Admin Fee	\$3.95
Reimbursement check	\$2.00 for paper check. No fee for electronic funds transfer.
Payment to provider	No fee.
Electronic payment to self	No fee.
Health Account Card <sup>1</sup>	No fee.
Card transaction	No fee.
Return deposited item	\$20.00 per item.
Stop payment request	\$20.00 per item.
Excess contribution correction	\$20.00 per request.
Account closure	\$25.00
Electronic statement	No fee.
Paper statement <sup>2</sup>	\$1.00 per monthly statement, avoided with electronic statements

<sup>1</sup>HealthEquity's Visa® Health Account Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

<sup>2</sup>You are automatically set up to receive paper statements. To avoid this fee, we recommend you switch your account preference settings to electronic statements. You can do this by logging into the Member Portal and updating your profile, or by calling Member Services.

© 2013-2020 HealthEquity, Inc. All rights reserved.

v2020-02-07 H140

#### Interest Rates

Your HSA cash balance is held at an FDIC-insured or NCUA-insured institution and is eligible for federal deposit insurance, subject to applicable requirements and limitations. Your HSA cash balance is interest bearing, and interest is calculated and compounded monthly. Interest is paid on the average daily collected balance for the portion of your average daily balance that is within each tier, as detailed in the chart below.<sup>1</sup> If your HSA is closed before accrued interest is credited, no interest will be paid or accrued for that month. Interest rates and balance tiers are subject to change at any time.

<u>Balance Tier</u>	<u>Average Daily Account Balance</u>	<u>Interest Rate</u>	<u>Annual Percentage Yield (APY)<sup>2</sup></u>
1	\$0.01 - \$2,000.00	0.05%	0.05%
2	\$2,000.01 - \$7,500.00	0.10%	0.05% to 0.09%
3	\$7,500.01 - \$10,000.00	0.20%	0.09% to 0.12%
4	Over \$10,000.00	0.40%	0.12% to 0.40%

If you elect to have your HSA cash balance placed in a non-federal deposit insurance option (such as the Yield Plus annuity), the rates above do not apply to that portion of your HSA balance. You can view your current HSA asset allocations on your monthly statements or by logging on to the Member Portal.

<sup>1</sup>For example, in Balance Tier 2, an interest rate of .10% will be paid only for that portion of your average daily balance that is greater than \$2,000 and less than \$7,500.01. The Annual Percentage Yield (APY) for this tier has a range from .05% to .09%, depending on the cash balance in the HSA.

<sup>2</sup>APY is accurate as of March 25, 2019. Fees may reduce earnings.

© 2013-2018 HealthEquity, Inc. All rights reserved.  
BancorpHSA

v 2019-03-27



HEALTH SAVINGS ACCOUNT

4241 0000 0000 0000

Valid Thru 05/20

LEE CARDHOLDER

DEBIT



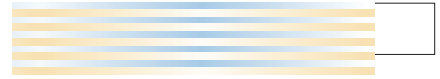
CD CPI 714-10000

WWW.MYHEALTHEQUITY.COM

1055362 09/16 cpi-co



AUTHORIZED SIGNATURE • NOT VALID UNLESS SIGNED



Use this card to pay for eligible health care expenses from your HSA. By using this card, you agree to the terms and conditions of the Cardholder Agreement provided to you. You understand that the Internal Revenue Service (IRS) limits use of this account to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS. This card may not be used at certain merchants that accept Visa debit cards, at an ATM or to obtain cash.

This card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc.

24/7/365 • Member Services • 844.341.6998

123456789

**ACTIVATE YOUR NEW  
HEALTH EQUITY VISA® HEALTH ACCOUNT CARD!**

To activate your card, log in to your member  
portal or call 866.296.2852.  
Remove this sticker before use.

F04-2131-9

**Enlarged To Show Detail**

**ACTIVATE YOUR NEW  
HEALTH EQUITY VISA® HEALTH ACCOUNT CARD!**

To activate your card, log in to your member  
portal or call 866.296.2852.

Remove this sticker before use.

F04-2131-9

*Dear member,*

Congratulations on opening your HealthEquity health savings account (HSA). Discover our powerful resources designed to simplify and maximize your health savings.

- **Easy tools**

You will find intuitive online account management features on the HealthEquity member portal.

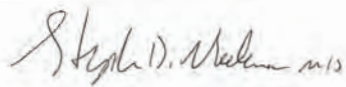
- **Convenience**

We supply a HealthEquity Visa® Health Account Card to conveniently pay for eligible medical expenses.

- **Account mentors**

We provide a unique member experience delivered by a helpful team, available every hour of every day.

We look forward to building health savings with you,



Stephen Neeleman, M.D.  
HealthEquity Founder and Vice Chairman

Nothing in this communication is intended as legal, tax, financial or medical advice. Always consult a professional when making life changing decisions. It is the members' responsibility to ensure eligibility requirements as well as the expenses are tax qualified medical expenses.

This card is issued by The Bancorp Bank pursuant to a license from Visa U.S.A. Inc. The Bancorp Bank; Member FDIC.

Your card can be used everywhere Visa debit cards are accepted for qualified expenses. This card cannot be used at ATMs and you cannot get cash back, and cannot be used at gas stations, restaurants, or other establishments not health related. See Cardholder Agreement for complete usage restrictions.

HSA\_trifold\_20180904

Copyright © 2018 HealthEquity, Inc. All rights reserved.



*Account mentors*

## Helpful support, available every hour of every day

Our member services team based in Salt Lake City provides a unique customer experience delivered by knowledgeable specialists. They offer education and insight to maximize your savings.



15 W. Scenic Pointe Dr.  
Draper, UT 84020

Copyright © 2018 HealthEquity, Inc. All rights reserved.

F03-L367-5-0918

# YOUR HSA

..... powered by .....

## HealthEquity

Health savings account (HSA)

Copyright © 2018 HealthEquity, Inc. All rights reserved.



**HealthEquity**



# GET STARTED

## 1 Activate your debit card

Instructions are included with your card.

## 2 Log on

Visit [www.MyHealthEquity.com](http://www.MyHealthEquity.com) to create a username and password.

## 3 Go green

Select e-statements and save a monthly paper statement fee.

## 4 Add a beneficiary

Ensure your account savings benefit your loved ones in the event of your death.

## 5 Learn more

Visit [www.HealthEquity.com/learn](http://www.HealthEquity.com/learn). You will find a list of qualified medical expenses, rules for your debit card, contribution tips, and more.

## 6 Start saving

Decide how you will begin building your health savings:

- Paycheck deductions
- Transfer from an existing HSA
- Direct contributions by EFT

*Let's go!*

# BUILD SAVINGS

## Paycheck deposits

If your account is offered as a benefit from your employer, you may make regular pre-tax contributions from your paycheck. Talk to your HR department for assistance.

## Electronic fund transfers (EFT)

Using EFT, you can make a one-time contribution or schedule regular, automatic transfers from your personal bank account to your HSA. Log in to your HealthEquity account to set up an EFT.

## Transfer an existing HSA

Do you already have an HSA with another administrator? Transfer your existing HSA balance to HealthEquity and consolidate your savings. Download Transfer Request Forms at [www.HealthEquity.com/form](http://www.HealthEquity.com/form).

## Interest and investments<sup>1</sup>

Watch your account balance grow as it earns interest or invest in a variety of mutual funds.

Investments available to HSA holders are subject to risk, including the possible loss of the principal invested and are not FDIC insured or guaranteed by HealthEquity. HSA holders making investments should review the applicable fund's prospectus. HealthEquity doesn't provide financial advice. Consult your advisor or the IRS with any questions on filing your tax return.

# HOW YOU WIN

## HSA funds roll over year after year

Unlike older flexible spending accounts, whatever you don't spend from your HSA, stays in your account. The funds are yours to keep until you need them.

## HSAs are triple tax-advantaged

### 1. REDUCES YOUR FEDERAL INCOME TAXES.

When you contribute to your HSA directly from your paycheck, you reduce your taxable income by the amount you contribute.

### 2. EARNS INTEREST TAX-FREE.

Your money earns interest while it is in the account and you do not pay taxes on the interest earned.

### 3. WITHDRAWALS ARE TAX-FREE<sup>2</sup>

You never pay taxes on HSA withdrawals when the money is used for qualified medical expenses.

<sup>2</sup> HSAs are never taxed at a federal income tax level when used appropriately for qualified medical expenses. Also, most states recognize HSA funds as tax-free with very few exceptions. Tax rates vary dependent upon individual circumstances. Please consult a tax professional regarding your state's specific rules.

## INCREASE YOUR HSA CONTRIBUTIONS

Make the most of HSA tax advantages by maximizing your contributions. HSA elections are flexible and you can change the election amount at any time. You can adjust the amount of your paycheck deduction or recurring EFT as often as you'd like. Speak to your HR representative for more details.

does not operate properly, and you knew about the problem when you initiated the transaction;

4. If access to the Card has been blocked after you reported the Card lost or stolen;
5. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized;
7. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
8. Any other exception stated in our Agreement with you.

#### Your Liability for Unauthorized Transfers

Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize possible losses. If you believe the Card has been lost or stolen, or that someone has transferred or may transfer money from the Card Account without your permission, call the number listed on the back of the Card or the number listed in the section captioned “*Customer Service*” at the end of this Agreement if the Card is not available. *Under Visa Core Rules, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).* You must notify us immediately of any unauthorized use.

If the Card has been lost or stolen, we will cancel the Card to keep losses down and will send a replacement Card. There is a fee for replacing the Card. For information about the fee, see the section labeled “*Fee Schedule.*”

#### Other Miscellaneous Terms

The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

#### Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by calling the number on the back of the Card and speaking to the Custodian’s Member Services to cancel the Card. Your cancellation of the Card will not affect any of our rights or your obligations arising under this Agreement prior to termination.

The Custodian has the right to suspend or cancel the Card. The Card may be suspended or cancelled if you (or an individual authorized by you) fail to use the Card in the manner it was intended. A suspended Card can be reactivated after you take

corrective action. You will receive notification telling you why the Card is suspended and giving corrective instructions to reverse the suspension. The Card may be suspended for inappropriate and/ or abusive transactions including, or usages inconsistent with IRS regulations or the HSA Documents, providing Card access to inappropriate individuals, and failure to maintain the minimum balance in the HSA. We may also cancel the Card at the request of the Custodian if you (or an individual authorized by you) repeatedly fail to use the Card in the manner it was intended.

#### Information about Your Right to Dispute Transactions

In the case of a discrepancy or questions about Card transaction(s), call the phone number 866.346.5800 or the number listed on the back of the Card or the number listed in the section captioned “*Customer Service*” at the end of this Agreement if the Card is not available, write to HealthEquity, Inc., 15 W Scenic Pointe Drive, Draper, UT 84020, or email [info@healthequity.com](mailto:info@healthequity.com) as soon as you can. You must contact us no later than sixty (60) calendar days after we posted the transaction(s) to the Custodian’s system. You may request a written history of your transactions at any time by calling or writing as instructed above.

In case of a discrepancy or questions about Card transactions you will need to tell us:

1. Your name and HealthEquity Member ID.
2. A description of the transaction(s) including the date and dollar amount.
3. Why you believe there is a discrepancy.

If you provide this information orally, we may require that you send the details listed above in writing within sixty (60) calendar days after we posted the transaction(s) you are questioning. You agree to cooperate fully with our investigation and to provide any additional information or documentation we may need for the claim.

Once we have the required details, information, and/or documents, we will determine whether a discrepancy occurred. If we ask you to put details in writing and you do not provide them within sixty (60) calendar days of the date we posted the transaction(s) you are questioning, we may not be able to resolve the claim in your favor.

We will tell you the results in writing after completing our investigation. If we determine a discrepancy occurred, we will correct the discrepancy promptly and credit the HSA. If we decide there was no discrepancy, we will send you a written explanation.

#### English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### Customer Service

For customer service or additional information regarding your Card, please contact:

HealthEquity, Inc.  
15 West Scenic Pointe Drive, Draper, UT 84020  
866.346.5800

Member Service agents are available to answer your calls:

Twenty-four (24) hours a day, seven (7) days a week, including holidays.

#### Telephone Monitoring/Recording

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or

as required by applicable law.

#### No Warranty Regarding Goods or Services as Applicable

Neither we nor the Custodian are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

#### Arbitration

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

**We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.**

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**

This arbitration provision shall survive: (i) the termination of the Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or (iv) expiration or cancellation of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. CALL THE PHONE NUMBER ON THE BACK OF THE CARD TO CANCEL THE CARD.**

This Cardholder Agreement is effective 07/2018

## Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

### Terms and Conditions/Definitions for the Visa® Health Account Card

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Visa Health Account Card (“Card”) is issued by The Bancorp Bank, Wilmington, Delaware. “HSA” refers to your health savings account, which is an individual custodial account established with HealthEquity, Inc. “Custodian” refers to HealthEquity, Inc., the custodian of your HSA. The “Card” is the device that is used to access funds in your HSA and make distributions from the HSA in accordance with applicable laws and regulations. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We”, “us”, and “our” mean the Issuer, our successors, affiliates or assignees. “Issuer” means The Bancorp Bank or its depository institution affiliate. The Issuer is an FDIC insured member institution.

This Agreement governs the relationship between you and us regarding the Card, and our services related to the Card. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. Your HSA, and the eligibility requirements and restrictions applicable thereto, are governed by other documents provided by the Custodian (“HSA Documents”). The Bancorp Bank is not a party to the HSA Documents. The Bancorp Bank is not a fiduciary or custodian with respect to the HSA and is not responsible for its administration.

You acknowledge and agree that the amount accessible using the Card is limited to the amount available in your HSA. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is a prepaid card. The Card is not connected in any way to any other account, beyond the HSA. The Card is not a credit card. The Card is not for resale. You will not receive any interest in connection with the possession or use of the Card. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may cancel the Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down the Card number and the customer service phone number provided in the “*Customer Service*” section located at the bottom of this Agreement on a separate piece of paper in case the Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

#### My Use-of-Card Promises

You certify you will only use the Card for HSA purposes as defined or permitted by the Internal Revenue Service (“IRS”) (see, e.g., IRS Publication 969). You acknowledge that in order to process certain Card transactions it may be necessary to disclose medical claim related information to third party service providers and you hereby authorize such disclosures. The promises, requests and consents described above are considered ‘My Use-of-Card Promises’, and you understand that your acceptance of them (as demonstrated by activation of the Card) and your reliance on them has created a binding contractual commitment on your part regarding your use of the Card. You also understand that you renew and reaffirm the My Use-of-Card Promises each time you use or permit use of the Card.



## Activate the Card

You must activate the Card before it can be used. You may activate the Card by calling the phone number located on the back of the Card. You will need to provide personal information in order to verify your identity.

## Personal Identification Number

You will not receive a Personal Identification Number (“PIN”) with the Card. However, you may request a PIN by calling the phone number located on the back of the Card. You should not write or keep your PIN with the Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “*Your Liability for Unauthorized Transfers.*”

## Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

## Dependent Cards

The Cardholder may request additional Card(s) for another person(s) (“Additional Card(s)”). There is no limit to the number of active Additional Cards permitted. You must notify us to revoke permission for any person you previously authorized to use the Card or an Additional Card(s). If you notify us to revoke another person’s use of the Card or an Additional Card, we may revoke the Card and/or the Additional Card and issue new Card(s) with a different number(s). You remain liable for any and all usage of any Additional Card(s) you authorize.

## Your Representations and Warranties

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you qualify as an HSA-eligible individual as defined by the IRS; (ii) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (iii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iv) you have provided us with a verifiable U.S. street address (not a P.O. Box); (v) the personal information that you provide to us in connection with the Card is true, correct and complete; (vi) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vii) you accept the Card.

## Cash Access

You may not use the Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use the Card at an ATM.

## Loading the Card

You may not load funds to the Card. You may only increase the funds available using the Card by making contributions to your HSA, subject to annual contribution maximums defined by the IRS. You will have access to your HSA funds upon activation.

## Using Your Card/Features

The maximum amount that can be distributed from your HSA using the Card per day is \$5,000.00. The maximum amount accessible for use with the Card is restricted to the available balance of your HSA.

Transaction Type	Frequency and/or Dollar Limits
Card Purchases (Signature or PIN)	No limit to the number of times per calendar day, \$5,000.00 per transaction, up to 5,000.00 per calendar day

You may use the Card to pay or reimburse qualified medical expenses as defined by the IRS at selected merchants (“Qualified Expenditures”) everywhere Visa® debit cards, Interlink® cards or NYCE® cards are accepted as long as you do not exceed the balance available in your HSA. Qualified Expenditures are determined by applicable law, rules and regulations, as well as the HSA Documents provided by the Custodian.

**A preauthorization will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period you will not have access to the preauthorized amount.**

Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in your HSA to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. You may not use the Card to make preauthorized regular payments from your Benefit Plan. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days.

If you use the Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on the Card. The Card cannot be redeemed for cash. You may not use the Card for illegal online gambling or any other illegal or prohibited transaction.

Each time you use the Card, you authorize us to reduce the available balance in your HSA by the amount of the transaction and any applicable fees. You are not allowed to exceed the available balance in your HSA through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in your HSA, you shall remain fully liable to us for the amount of the transaction and any applicable fees.

## Non-Visa Debit Transactions

Procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as Visa debit transactions unless you entered a PIN. If you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a NYCE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at the POS, swipe the Card

through a POS terminal, sign the receipt, or provide the Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide the Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

## Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to the Card for such refunds and agree to the refund policy of that merchant. Neither the Issuer nor the Custodian is responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

## Card Replacement

If you need to replace the Card for any reason, please call the number on the back of the Card or if the Card is not available, at the number listed in the section captioned “*Customer Service*” at the end of this Agreement to request a replacement Card. You will be required to provide personal information which may include the HealthEquity member ID, full name, transaction history, copies of accepted identification, etc. There may be a fee for replacing the Card, see your card carrier or plan documents for details or call the number on the back of the Card.

## Card Expiration

Unless cancelled, the Card will expire on the last day of the expiration date printed on the front of it; however, your ability to use the Card may end sooner than the Card expiration date depending on the status of your HSA. A replacement for the expiring Card may be automatically mailed to you depending on the status of your HSA.

## Transactions Made In Foreign Currencies

If you make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from your funds will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

## Receipts

You should get a receipt at the time you make a transaction using the Card. You are solely responsible for substantiating and documenting that HSA funds are used to pay or reimburse Qualified Expenditures for tax and any other purpose. You agree to retain, verify, and reconcile your transactions and receipts.

## Card Account Balance/Periodic Statements

You are responsible for keeping track of your HSA available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may view your available balance by accessing your HSA account online or by calling the number on the back of the Card. Unless you elect to receive electronic statements, you will receive with paper statements in connection with your Account. However, there is a fee for this service. Contact the Custodian for

the amount of the fee. Statements in electronic format will be made available free of charge at your Member Portal listed on the back of the Card during each calendar month in which a transaction occurs. To avoid the paper statement fee, we recommend that you switch your account preference settings to electronic statements. You can do this by logging into your Member Portal and selecting “My Profile” and then “Electronic Statements” or by simply calling the Custodian’s Member Services at the number on the back of the Card.

## Fee Schedule

Fees associated with the Card are printed on the Card carrier. The Card carrier is the document the Card was physically attached to at the time you received it. All fee amounts will be withdrawn from your Benefit Plan and will be assessed as long as there is a remaining balance on your Benefit Plan, except where prohibited by law. **NOTE: Fees assessed to your Benefit Plan account may bring your balance negative.** Any time your Benefit Plan balance is less than the fee amount being assessed, the balance of your Benefit Plan will be applied to the fee amount. **THIS WILL RESULT IN A NEGATIVE BALANCE ON YOUR BENEFIT PLAN.** If that occurs, any subsequent deposits or to your Benefit Plan will first be applied to this negative balance.

Replacement Card Fee	A replacement Card fee may apply, see your Card carrier or plan documents for details or call the number on the back of the Card.
There are additional Fees applicable to this Card	See your Card carrier or plan documents for details or call the number on the back of the Card.
Association Markup Fee	3% (per transaction, of the posted transaction amount in U.S. Dollars)
Paper Statement Fee	A paper statement fee may apply, see your Card carrier or plan documents for details or call the number on the back of the Card.

## Confidentiality

We may disclose information to third parties about the Card or the transactions you make:

1. Where it is necessary for completing transactions;
2. In order to verify the existence and condition of the Card for a third party, such as merchant;
3. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
4. If you consent by giving us your written permission;
5. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
6. Otherwise as necessary to fulfill our obligations under this Agreement.

## Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from the Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough funds available in Benefit Plan to complete the transaction;
2. If a merchant refuses to accept the Card;
3. If an electronic terminal where you are making a transaction

HealthEquity, Inc. (the “Custodian”) is an Internal Revenue Service (“IRS”) authorized, non-bank trustee (“NBT”) operating as the custodian of health savings accounts (“HSAs”). The Custodian’s IRS NBT Authorization Letter is available online (see Quick Links box at <https://healthequity.com/legal>). The named account owner (the “Member”) is establishing an HSA (the “Account”) with the Custodian for the purpose of paying or reimbursing Qualified Medical Expenses (as defined below) of the Member, his or her spouse, and/or tax dependents.

By instructing the Custodian to open the Account, contributing funds to the Account or otherwise using the Account, the Member consents to the terms of this Health Savings Account Custodial Agreement which includes all cash, investment and other supplements (collectively, this “Agreement”).

The terms of this Agreement shall be binding upon the Custodian and the Member and their respective successors and assigns. Nothing in this Agreement is intended as legal, tax, financial, investment or medical advice or advice in respect of estate planning or the consequences of a change in marital status. Information relating to HSAs may be found at [www.treasury.gov](http://www.treasury.gov) or in IRS Publication 969 — Health Savings Accounts and Other Tax-Favored Health Plans. State-level taxation of HSAs varies from state to state. Always consult a professional when making important or life changing decisions.

**The Member and the Custodian agree as follows:**

#### ARTICLE I. CONTRIBUTIONS

**1.01** - The Custodian will accept cash contributions made by or on behalf of the Member and will hold all such contributions in accordance with the terms and conditions of a cash supplement to this Agreement (“Cash Supplement”). The Cash Supplement is a part of, and incorporated into, this Agreement. A copy of the Cash Supplement is included in the Member’s welcome kit and available on the Custodian’s portal (login may be required).

**1.02** - Contributions for any tax year may be made at any time before the deadline for filing the Member’s federal income tax return for that year (without extensions).

**1.03** - Rollover contributions from an HSA or an Archer medical savings account (“Archer MSA”), unless prohibited under this Agreement, need not be in cash and are not subject to the maximum annual contribution limits set forth in Article II.

**1.04** - Qualified transfers from an individual retirement account (“IRA”) to the Account must be completed by a trustee-to-trustee transfer and are subject to the maximum annual contribution limits set forth in Article II.

**1.05** - Incoming contributions made pursuant to external transfers (for example, transfers from an employer) will generally be available within two to five business days after the effective date of the transfer.

**1.06** - The Custodian shall not be liable for any losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses that the Member incurs as a result of any employer’s failure to make any contributions to the Account. The Custodian is not responsible for monitoring an employer’s contributions to the Account or notifying the Member of employer contributions to the Account. The Member is responsible for contacting his or her employer regarding the employer’s contributions to the Account and for monitoring those contributions. In considering whether contributions to the Account have exceeded the allowable annual contribution limit, the Member must take into account any employer contributions as well as any IRA rollovers or contributions previously made by the Member that also count towards the annual contribution limit.

#### ARTICLE II. CONTRIBUTION LIMITS

**2.01** - Except for rollover contributions accepted by Custodian, annual contributions are limited to the statutory maximum allowed under section 223 of the Internal Revenue Code (“IRC”), including any additional contributions permitted for individuals age 55 or over.

See [www.healthequity.com](http://www.healthequity.com), [www.irs.gov](http://www.irs.gov) or IRS Publication 969 for information about current year contribution limits. The Member is solely responsible for determining whether contributions to the Account exceed the Member’s personal maximum annual limit.

**2.02** - Contributions to Archer MSAs or other HSAs owned by the Member count toward the maximum annual contribution limit for the Account.

#### ARTICLE III. EXCESS CONTRIBUTIONS

Contributions to the Account in excess of the maximum annual contribution limit (other than catch-up contributions) are subject to a federal excise tax. It is the responsibility of the Member to determine whether contributions to the Account have exceeded the maximum annual contribution limit described in Article II. If contributions to the Account exceed the maximum annual contribution limit, the Member must notify the Custodian that there are excess contributions to the Account. It is the responsibility of the Member to request the withdrawal of the excess contributions and any net income attributable to such excess contributions and to pay any applicable taxes thereon.

#### ARTICLE IV. DISTRIBUTIONS

**4.01** - Distributions of funds from the Account may be made at any time upon the direction of the Member. The Member may request a distribution from the Account through the Custodian’s website, by completing an account reimbursement form or by other means acceptable to Custodian. Notwithstanding the foregoing, the Custodian will at all times hold in reserve an amount equal to the Member’s closing fee (as set forth in the Custodian’s written schedule of fees then in effect), which amount may not be distributed by the Member at any time.

**4.02** - The Custodian is not required to determine whether a distribution from the Account is for the payment or reimbursement of Qualified Medical Expenses. The Member 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-advantaged. The Custodian does not calculate the income tax or penalties that may apply, or withhold any part of the distribution to pay for any such income tax or penalties. For purposes of this Agreement, the term “Qualified Medical Expenses” means amounts paid for medical care as defined in IRC section 213(d) for the Member, his or her spouse, or “tax dependents” (within the meaning of IRC section 223(d)(2)) but only to the extent that such amounts are not compensated for by insurance or otherwise. See IRS Publication 969 for more information about Qualified Medical Expenses.

**4.03** - Distributions are reported to the IRS annually by the Custodian. Form 1099-SA will be issued by the Custodian by January 31 of the year following the year of the distribution. Form 5498-SA will be issued by the Custodian by May 31 of the year following the year of the contribution. The Custodian will email a notification to the Member that the Forms are available for download, or if the Member has not opted to receive electronic notification, the Custodian will mail a paper copy of Forms to the Member’s last known mailing address.

**4.04** - The Member may designate one or more beneficiaries on the Custodian’s website or by completing the beneficiary designation form available on the Custodian’s website. If no beneficiary is named, the surviving spouse (if any) will be deemed the beneficiary. If the Member’s spouse is the designated or deemed beneficiary, the Account balance can be transferred upon the death of the Member to a new HSA in the name of the spouse. If no beneficiary is designated and there is no surviving spouse, the Account will be liquidated and a distribution will be made to the Member’s estate, successor in interest, or other party with authority to act on the Account. There are different tax consequences based on who is the designated beneficiary of the Account. See IRS Publication 969.

**4.05** - The Custodian may make any distributions from the Account required or authorized hereunder by mailed check, ACH, Fed wire or other electronic transfer to a payee at the address last furnished to the Custodian.

**4.06** - If check-writing is available in connection with the Account and the Member provides a check as payment to a third party, the Member authorizes the Custodian to either make a one-time electronic funds transfer from the Account, if eligible, or to process the payment as a check transaction.

**4.07** - The Custodian may make a distribution from the Account absent instruction from the Member, if directed to do so pursuant to a court order, garnishment, IRS levy, or other levy. In such event, the Custodian shall not incur any liability for acting in accordance with such court order, garnishment or levy.

**4.08** - The Member may not take distributions in excess of the funds available in the Account, and the Custodian has no obligation to distribute funds, and is not liable for failing to honor any distribution request that would exceed the available funds in the Account. If the Account becomes overdrawn for any reason, the Member agrees to immediately repay the overdrawn amount or associated collection fees and costs incurred by the Custodian in connection therewith.

**4.09** - Contributions will generally be available for use within two to five business days of the Custodian’s receipt thereof. Contributions received during non-business hours will be considered to be made on the next full-banking day.

#### ARTICLE V. ACCOUNT

**5.01 - Nonforfeitable.** The Member’s interest in the balance of the Account is nonforfeitable as provided in IRC section 223(d)(1)(e), except as otherwise provided by IRS guidance.

**5.02 - Yield Plus Annuity Instrument.** If this option is available, the Member may invest any portion of the Account balance in an interest-bearing group annuity instrument made available by the Custodian (“Yield Plus”). The Custodian receives additional compensation from Yield Plus equal to the difference between the interest received by the Custodian on the Member’s Yield Plus annuity balance and the amount of interest paid to the Account in respect of such Yield Plus annuity balance (the “Annuity Spread”). Yield Plus is not available for all Accounts and is not federally insured. For a description of the terms and conditions applicable to the Yield Plus annuity instrument, see <https://media.healthequity.com/documents/YPTermsAndConditions.pdf>.

**5.03 - Interest.** The Member’s cash balance shall accrue interest at the interest rates listed on the Member’s monthly statement and posted on the Custodian’s website (login may be required). Interest rates are subject to change in accordance with the terms and conditions set forth in the Cash Supplement. Interest is generally credited to the Account monthly as of the last day of the statement cycle. If the Account is closed before accrued interest is credited, no interest will be credited for the month during which the Account is closed.

**5.04 - Certain Prohibited Investments.** No part of the custodial funds in the Account may be invested in life insurance contracts or in “collectibles” as defined in IRC section 408(m). Neither the Member nor the Custodian will engage in any “prohibited transaction” as defined in IRC section 4975 with respect to the Account (such as borrowing from or pledging the Account).

**5.05 - No Right of Member to Pledge Assets.** The Member shall have no right to pledge, assign, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Account or cause or allow the assets in the Member’s Account to be subject to or responsible for the debts, contracts, or torts of any person whether or not entitled to distributions under this Agreement.

**5.06 - Verification of Accounts.** To help the United States government fight the funding of terrorism and money-laundering activities, the Custodian is required to obtain, verify, and record certain information provided by the Member for identification purposes, including the Member’s name, address, taxpayer identification number, and date of birth. Until this information has been verified pursuant to applicable federal laws, the Account may not be used. During such time, the Custodian will charge its customary fees for maintaining the Account; upon request from the Member, the Custodian will close the Account and return funds to the original contributor.

#### ARTICLE VI. INVESTMENTS

If the Account balance exceeds a certain threshold specified by the Custodian (which threshold may be adjusted by the Custodian at its sole discretion from time to time), the Member may invest the balance above that threshold in certain mutual funds and other securities (the “HSA Investments”). The Member’s investments in HSA Investments, if any, shall be governed by a separate investment supplement to this Agreement (the “Investment Supplement”). The Investment Supplement, if applicable, shall be deemed a part of, and incorporated into, this Agreement. The Member is encouraged to closely review the terms and conditions of the Investment Supplement, a copy of which will be provided on the Custodian’s portal prior to effecting any HSA Investments.

#### ARTICLE VII. SERVICE FEES AND OTHER COMPENSATION TO THE CUSTODIAN

**7.01** - The Custodian charges maintenance, administration, service, and other designated fees (including, without limitation, transfer, withdrawal and termination fees) and expenses for maintaining the Account as set forth in the Custodian’s written schedule of fees from time to time in effect and provided to Member. Fees may be changed upon 30-days’ notice to the Member. Monthly administration fees will be charged for each month or portion thereof that the Account remains open. The Custodian may deduct all fees and expenses from the Account, or, at its discretion, charge the Member separately for such fees and expenses. The Custodian may also allow fees to be paid from other sources, such as the Member’s employer or health plan.

**7.02** - The Custodian receives additional compensation for administering a cash placement program. The program that applies for the Account and the Custodian’s compensation with respect to the program is described in the Cash Supplement.

**7.03** - The Custodian earns interchange fees arising from the use of the Visa® Health Account Card that may be issued for the Account (“Visa® Health Account Card”). Interchange fees are paid by the merchants and not by the Member.

**7.04** - The Custodian also earns administration and other fees in connection with the Member’s HSA Investments, if any. Details regarding such additional fees are set forth in the Investment Supplement.

#### ARTICLE VIII. REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES OF THE MEMBER

**The Member hereby represents, warrants, acknowledges and covenants as follows:**

**8.01** - The Member has established the Account voluntarily.

**8.02** - No contributions will be made to the Account unless the member satisfies applicable IRS eligibility requirements; specifically, the Member: (1) is covered under a qualifying high deductible health plan; (2) has no other health coverage except what is permitted; (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on someone else’s tax return (see IRS Publication 969). If the Member is unsure whether the Member is covered by a qualifying high deductible health plan, please contact the health plan. Eligibility is not required for a rollover or trustee-to-trustee transfer, or to open an account incident to death or divorce.

**8.03** - Any information given or to be given with respect to the Account is and shall be complete and accurate and the Custodian is and shall be entitled to rely upon any such information or directions given by the Member or the Member’s authorized agent. The Custodian shall not be required to determine the validity or sufficiency of any receipt, affidavit, notice, or other paper or agreement delivered to the Custodian under this Agreement.

**8.04** - The Member is responsible for reviewing all provided materials and understanding generally how Qualified Medical Expenses may be paid from the Account and how funds are made available for investment within the Account.

**8.05** - The Member agrees that the Custodian may rely on any electronic signature given by the Member for purposes of the Member’s authorization of withdrawals or third-party transfers, notices regarding change of name or address, or other instructions to the Custodian, except when closing the Account or when required by law.

**8.06** - The Custodian may choose to request direction from the Member as to any specific action or situation that arises with the Account, and if a request for direction is made, the Custodian shall incur no liability for following the Member’s direction or for taking no action if no such direction is furnished to the Custodian.

**8.07** - The Member agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

**8.08** - Any rollovers into the Account shall be from another HSA or other qualified account.

**8.09** - The Member agrees to make Visa® Health Account Card transactions, issued by The Bancorp Bank (Member FDIC) pursuant to a license from Visa USA Inc., only to the extent there are sufficient available funds on deposit in the Account. The use of any Visa® Health Account Card in connection with the Account may be limited to eligible merchants that provide, among other things, healthcare-related goods and services and supply applicable merchant category codes for verification purposes. The Member is responsible for notifying the Custodian as soon as possible if the Visa® Health Account Card is lost or stolen to avoid potential losses. To the extent permitted by law, the Member is responsible for all uses of the Visa® Health Account Card prior to notifying the Custodian of the loss or theft. Notification must be made by calling the Custodian at the number printed on the back of the Member’s Visa® Health Account Card, on the Member’s statement, or on the Custodian’s website.

**8.10** - If the Member has authorized his or her spouse and/or another third party to write checks and/or use the Visa® Health Account Card, including the issuance of additional Visa® Health Account Cards if requested for the Account, then the Member acknowledges and agrees (a) it is the Member's sole responsibility to inform the authorized individual(s) about the purpose of the Account and the tax consequences of using funds deposited in the Account for items that are not Qualified Medical Expenses, (b) to be bound by, and to have the Account bound by, any action taken by such authorized individual(s), and (c) to indemnify and hold harmless the Custodian from any Losses (as discussed in Article X) resulting from any actions taken by such authorized individual(s).

#### **ARTICLE IX. CUSTODIAN'S AUTHORIZATION AND EMPOWERMENT**

**The Member hereby authorizes and empowers the Custodian to administer the Account, including the power:**

**9.01** - To hold funds received from time to time from the Member or another source, such as rollovers and HSA transfers, on behalf of the Account.

**9.02** - To collect service fees from the Account in accordance with this Agreement.

**9.03** - To perform any and all other acts, which in its judgment may be necessary or appropriate for the proper administration of the Account and the custodial assets, including correcting errors made by either the Custodian or an employer, or employing such attorneys, agents, and vendors as the Custodian deems appropriate without notice to the Member.

**9.04** - To seek, at the expense of the Account, direction or approval from a court of competent jurisdiction whenever the Custodian shall, in its sole discretion, deem it appropriate.

**9.05** - To request such documentation and certification deemed appropriate within the Custodian's discretion to verify and establish the identity of the beneficiary or the estate upon death of the Member, if the assets are to be distributed to the Member's estate.

**9.06** - To pay any estate, inheritance, income, or other tax or assessment attributable to any property, or interest held in the Account out of the assets of the Account upon such information or direction as the Custodian may require.

**9.07** - To require releases or other related documentation from the taxing authority, the Member, each beneficiary or other payee, and require indemnification from each payee as may be necessary for the Custodian's protection against tax liability.

**9.08** - To make payments, disbursements or distributions from the Account as directed by the Member or his or her authorized agent, in conformity with the terms of this Agreement and applicable law.

**9.09** - In the Custodian's sole discretion, to close the Account if the Account does not have a sufficient balance to pay fees that are due (including in connection with investments in HSA Investments).

**9.10** - In the Custodian's sole discretion, to not accept transfers to the Account from a custodian or trustee of another HSA or certain other type of account.

**9.11** - In the Custodian's sole discretion, to substitute another trustee or custodian if the IRS notifies the Custodian that a substitute custodian is required for the Account.

#### **ARTICLE X. INDEMNIFICATION**

The Member agrees to indemnify, defend and hold harmless the Custodian and its affiliates, successors, assigns, directors, agents and employees (each, an "indemnitee") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the reasonable fees and expenses of outside counsel) (collectively, "losses") arising out of or in connection with (a) any actions undertaken by an indemnitee at the instruction or direction of the Member; (b) the Custodian's good faith performance of this Agreement; and (c) the Member's HSA Investments. Notwithstanding the foregoing, with respect to any losses described in clauses (b) and (c) of the preceding sentence, the Member shall not be obligated to indemnify, defend, and hold harmless any of the indemnitees to the extent that such losses are determined by a court of competent jurisdiction through a final, non-appealable order to have been caused by the willful misconduct, bad faith or fraud of such indemnitee.

#### **ARTICLE XI. ARTICLE XI. AMENDMENT; ASSIGNMENT**

**11.01 - Amendment.** This Agreement may be amended from time to time by the Custodian. Each amendment will take effect upon thirty (30) days' notice to the Member made pursuant to Section 13.03 of this Agreement, and the Member will be deemed to have consented to such amendment unless, within thirty (30) days from the date the Custodian provides notice to the Member, the Member notifies the Custodian that Member does not consent to the amendment. In that event, the Account will be closed and the account balance, less any outstanding fees, will be transferred to another custodian designated by the Member or, if none is designated, distributed to the Member. This Agreement may not be amended by the Member without the Custodian's written consent.

**11.02 - Assignment.** The Custodian reserves the right to assign this Agreement without the Member's prior consent, provided that any assignee must be qualified under the IRC to be an HSA custodian or trustee. Upon assignment of this Agreement, the assignee shall automatically become custodian of the Account if it is qualified under the IRC to serve as an HSA custodian or trustee. The Custodian shall not be liable for any actions or failures to act neither on the part of any successor custodian or trustee, nor for any tax consequences that result from the transfer or distribution of the Member's assets.

#### **ARTICLE XII. TERMINATION**

Either the Member or the Custodian may terminate this Agreement for any reason at any time by giving notice to the other.

**12.01 - Termination by Member.** If this Agreement is terminated by the Member, the Member shall make arrangements to transfer the Account balance to another eligible HSA custodian. If the Member does not complete a transfer of the entire Account balance to another eligible HSA custodian within thirty (30) days from the date of the termination notice provided to the Member, the Custodian will have the right, in its sole discretion, to (a) transfer the Account balance to another HSA custodian that the Custodian selects or (b) distribute the Account balance to the Member in a single sum; provided, however, that, in either case, the Custodian may hold back from the Account a reasonable amount of money that the Custodian believes is necessary to cover any fees, expenses, penalties or taxes chargeable against the Account, including any penalties associated with the liquidation of the Member's HSA Investments or annuity contract(s). Prior to any such transfer or distribution, the Custodian shall liquidate the Member's interests in any HSA Investment(s) and annuity contract(s). During the period between liquidation and distribution, the proceeds from such liquidation shall be placed in the cash balance of the Account.

**12.02 - Termination by Custodian.** If this Agreement is terminated by the Custodian, the Custodian, following notice to the Member, will have the right, in its sole discretion, to (a) transfer the Account balance to another HSA custodian that the Custodian selects or (b) distribute the Account balance to the Member in a single sum; provided, however, that, in either case, the Custodian may hold back from the Account a reasonable amount of money that the Custodian believes is necessary to cover any fees, expenses, penalties or taxes chargeable against the Account, including any penalties associated with the liquidation of the Member's HSA Investments or annuity contract(s). Prior to any such transfer or distribution, the Custodian shall liquidate the Member's interests in any HSA Investment(s) and annuity contract(s). During the period between liquidation and distribution, the proceeds from such liquidation shall be placed in the cash balance of the Account.

**12.03 - Other Considerations.** The Member acknowledges that HSA Investments will be liquidated upon Account termination without regard to market conditions or the impact of any contingent deferred sales charges, redemption fees, or other charges associated with the sale of HSA Investments (as provided for in the prospectus applicable to the fund or other investment). Accordingly, the termination of this Agreement could have adverse economic consequences for the Member.

#### **ARTICLE XIII. STATEMENTS; WEBSITE; NOTICES; AND PRIVACY**

**13.01 - Statements and Reporting Written Objections or Exceptions.** The Custodian shall furnish or cause to be furnished to the Member statements concerning the status of the Account at least quarterly. The Member can access and retrieve the statements through the Custodian's website or other Internet portal, or choose to have such statements mailed at an additional cost as provided for on the written schedule of fees provided in the Member's welcome kit.

The Member shall have sixty (60) days after the date of mailing of a paper Account statement or the posting of an Account statement online at the Custodian's website, as the case may be, to file any written or verbal objections or exceptions with the Custodian. Written objections should be sent to HealthEquity, Inc., Attn: Account Inquiry, 15 West Scenic Pointe Drive, Suite 100, Draper, UT 84020; verbal objections should be made by calling the Custodian's Member Services department at 866.346.5800. The failure to file any objections

or exceptions concerning errors or transactions within said sixty (60) day period shall signify the Member's approval of the statement and preclude the Member from making future objections or exceptions regarding the statement. Such approval by the Member shall constitute a full release and discharge of the Custodian with respect to such statement and all transactions, deposits, and disbursements disclosed on such statement.

**13.02 - Website.** The Custodian may grant the Member online access to the Account through the Custodian's website. The website may be made available for view access only, or to allow the Member to place trades in HSA Investments, as well as to execute certain other services online. The Custodian does not guarantee and is not liable for the performance, security or privacy of the online system, website, and browser or Internet connection through which Member accesses his or her Account. Website access may be unavailable at times, such as when (a) systems require regular maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism, or other circumstances beyond the Custodian's control. The Custodian is not under any circumstance liable for the unavailability of access to the website or data entry errors and other errors made by the Member.

The Custodian will provide the Member a user name and password that will allow the Member access to his or her Account online. It shall be the Member's responsibility to keep the user name and password (and other unique credentials such as social security number) private and secure. The Member shall be responsible for all actions taken by any person using the Member's user name and password (or other credentials) whether or not such use was authorized by the Member.

The Custodian does not approve or endorse information on or linked to the website that is prepared by third parties, including information regarding HSA Investments. The Custodian makes such information available only as a service and convenience to the Member. The Custodian does not guarantee the accuracy, timeliness, or completeness of such information, and does not warrant any results from Member's use or reliance on such information. HSA Investment information may quickly become unreliable for various reasons, including but not limited to, changes in market conditions, economic circumstances, and other events. The Custodian assumes no responsibility to keep content current or to correct inaccuracies or errors, and reserves the right to terminate access to the website at any time. Through the use of the website, Member agrees that the Custodian and its affiliates will not be liable to Member in any way for the termination, interruption, delay, or inaccuracy of any HSA Investment information.

**13.03 - Notice.** The Member consents to and agrees that all notices, and documentation, and other information related to Member's Account, including with respect to investments in HSA Investments, if applicable, will be made available to Member through the Custodian's website and/or delivered to the Member via e-mail and will be considered delivered when so made available or delivered. Any notice given to the Custodian will be considered delivered when the Custodian actually receives it in writing at its place of business. Upon the Member's written request, the Custodian will deliver to the Member any required notice at the most current address the Custodian has in its records. The Member must notify the Custodian in writing of any changes of address by (1) completing the change of address form and mailing it to HealthEquity, Inc., Attn: Account Inquiry, 15 West Scenic Pointe Drive, Suite 100, Draper, UT 84020; and (2) making the change through the Custodian's website.

**13.04 - Privacy.** The Account is subject to the privacy and security protections of the Gramm-Leach-Bliley Act ("GLBA"). The Custodian has policies and procedures in place designed to maintain the confidentiality of the Member's non-public personal information ("NPI", as defined by GLBA). NPI includes all information furnished by the Member, or those acting on behalf of the Member, in connection with the opening or maintenance of the Account, and is considered account information subject to IRS record retention requirements. The Custodian collects, processes, discloses, and safeguards account information in accordance with the (i) Notice of Privacy Practices, which is provided in the Member's welcome kit and available online (see Quick Links box at <https://healthequity.com/legal>), and (ii) Privacy Statement, which is available online (see Quick Links box at <https://healthequity.com/legal>).

#### **ARTICLE XIV. GOVERNING LAW; INVALIDITY; WAIVER**

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to principles of law regarding conflicts of laws. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Member's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions.

#### **ARTICLE XV. DISPUTE RESOLUTION; BINDING ARBITRATION**

The Members are encouraged to resolve any disputes through the Custodian's toll free line at 866.346.5800, or if not available, by physical mail or encrypted electronic mail. The Custodian does not encourage any disputes to be initiated by unsecured/unencrypted electronic mail because the communication may involve non-public personal information that may be intercepted.

The Member agrees that any claim, dispute or controversy between the Member and the Custodian (or any of their affiliates, successors, assigns, beneficiaries, spouses, directors, agents and employees) and any claim arising from or relating to the subject matter of this Agreement (including but not limited to the relationships which result from this Agreement), no matter against whom made, including the applicability of this arbitration clause and the validity of the entire agreement or any part hereof, shall be resolved by neutral binding arbitration by the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration shall only be brought by the Member individually and not as a group. Any arbitration hearing shall take place in Draper, Utah and the Member irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds. For disputes under \$10,000, the arbitration may be conducted in person, by telephone, or based on written submissions.

Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212.716.5800, Fax: 212.716.5905, Website: [www.adr.org](http://www.adr.org).

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act. The award of the arbitrator will be final and judgment upon the award may be entered in any court having jurisdiction. If the arbitrator finds that the Member's claim is frivolous, then the Member shall pay for its own costs, and the arbitrator's fees and expenses, or such amounts as the arbitrator may decide. All decisions by the arbitrator are final and binding, and not subject to appeal to any court.

Notwithstanding the foregoing, (a) the Member may choose to file a case in small claims court for any dispute that could have been resolved in such a venue in the Member's jurisdiction and (b) the Custodian shall have the right to bring suit against the Member in a court of competent jurisdiction for the recovery of any sums owed to the Custodian under this Agreement, including, but not limited to, fees, costs, overdrawn amounts, expenses, and sums paid by the Custodian in error to or for the benefit of the Account. All court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs may be collected by the Custodian from the Account.

**THE MEMBER IS HEREBY NOTIFIED THAT BY ACCEPTING THIS AGREEMENT, MEMBER IS WAIVING ALL RIGHTS UNDER STATE OR ANY OTHER LAW TO CLASS OR COLLECTIVE ACTIONS, INCLUDING CLASS ARBITRATION.**

Copyright © 2019 HealthEquity, Inc. All rights reserved. HealthEquity and the HealthEquity logo are service marks of HealthEquity, Inc. Visa is a registered trademark of Visa U.S.A. Inc. HealthEquity, Inc. is an Independent Sales Organization ("ISO") pursuant to an agreement with The Bancorp Bank.

HealthEquity\_HSA\_Custodial\_Agreement\_April\_2019

## CASH PLACEMENT PROGRAM

This Cash Supplement (this “Supplement”) to the Health Savings Account Custodial Agreement (the “Agreement”) by and between HealthEquity, Inc. (the “Custodian”) and the named account owner (the “Member”) establishes the instructions and procedures by which Custodian will place the funds that Member allocates to Member’s Cash Account. This Supplement is a part of, and incorporated into, the Agreement. Provisions in this Supplement shall control over conflicting provision in the Agreement. Capitalized terms used but not defined in this Supplement shall have the meanings assigned to them in the Agreement or in Section 8 of this Supplement.

The following instructions are standing instructions and will remain in effect until rescinded or superseded by a new Supplement or by other written instructions agreed upon by Member and Custodian pursuant to the provisions herein.

Please review this Supplement carefully. Participation in the Cash Placement Program described in this Supplement is voluntary. You make the decision to use the Cash Placement Program when you open an Account (directly with Custodian or through your employer, health insurance company or other entity), maintain your Account, and/or elect to switch to the Cash Placement Program from another asset deployment option. You are not required to use the Cash Placement Program or to maintain assets of your Account at any Eligible Institution. Custodian has not advised you with respect to the decision to use the Cash Placement Program, and you should not rely on any communication from Custodian in making your decision. If at any time you do not wish to participate in the Cash Placement Program, contact HealthEquity Member Services for information on other asset deployment options available to you.

**The Member and the Custodian agree as follows:**

### SECTION 1. GENERAL DESCRIPTION

**1.01 - Cash Account.** By opening an Account, Member directs that Custodian set up a core account (the “Cash Account”) for maintenance of balances that Member has not directed to an investment or other asset deployment option offered by Custodian (the balance of the Cash Account being the “Cash Balance”). Credits to the Account, including amounts contributed to or received in the Account and cash proceeds of investment sales directed by Member or made on Member’s behalf are held in the Cash Account until Member directs a transfer to an investment or other asset deployment option offered by Custodian.

Distributions and debits from the Account and allocations specifically directed by Member to other asset deployment options offered by Custodian are debited from the Cash Account.

**1.02 - The Cash Placement Program.** Pursuant to the Cash Placement Program, the Cash Balance is automatically swept into an Eligible Institution Account.

An “Eligible Institution Account” is an interest bearing account that consists of aggregate Member Cash Balances that the Custodian has placed in that Eligible Institution. An “Eligible Institution” is a federally insured bank, credit union, or similar financial institution with which Custodian has entered into an agreement to make deposits on behalf of Members. The Cash Balance is deposited by the Custodian for the benefit of Member, pursuant to an agreement between the Custodian and the Eligible Institution. The Eligible Institution that holds Member’s Cash Balance is determined by the procedures and Member’s instructions in this Supplement. The Cash Balance is available only through the Account with the Custodian. Member cannot make withdrawals directly from the Eligible Institution Account, even if Member contacts the Eligible Institution directly. Member will not receive a passbook or certificate from any Eligible Institution. In this Supplement, the placement of the Cash Account and Cash Balance is referred to as the “Cash Placement Program”.

**1.03 - Interest.** Each month, the Eligible Institution Account will be credited with interest paid by the Eligible Institution. A Program Fee (as described in Section 6 of this Supplement) is deducted from the interest paid by each Eligible Institution on the aggregate balance of each Eligible Institution Account. Following the deduction of the Program Fee, each Member’s Cash Account will be credited with interest pursuant to the Interest Rate as determined by the formula described in Section 4.02 of this Supplement. Such formula takes into account the Cash Balance and the interest rate environment. The Interest Rate will not differ based on the Eligible Institution where the Cash Balance is deposited.

**1.04 - Custodian’s Relationships with Others.** As noted in Section 1.03 of this Supplement, the Custodian deducts a Program Fee from interest paid by the Eligible Institutions on the Eligible Institution Account, which may vary from Eligible Institution to Eligible Institution and over time, based on the prevailing interest rate environment, and typically increases with the aggregate amount on deposit or term of the Eligible Institution Agreement. The Program Fee is described more fully in Section 6 of this Supplement. Further, the Custodian may be required to pay fees and penalties to Eligible Institutions, such as for early termination or failure to meet minimum aggregate deposit requirements of an Eligible Institution Agreement. Such fees and penalties shall be paid by Custodian.

**1.05 - No Authority or Control.** Custodian acts in accordance with the Agreement and Member’s instructions, and does not exercise discretionary authority or control with respect to the Cash Balance placed in an Eligible Institution Account or otherwise with respect to the Cash Placement Program. Custodian has not advised Member with respect to the decision to use the Cash Placement Program or any Eligible Institution.

### SECTION 2. INSTRUCTIONS FOR CUSTODY OF CASH ACCOUNT BALANCE

**2.01 -** Member instructs Custodian to deposit the Cash Balance in an Eligible Institution Account (in accordance with Section 3 of this Supplement) that is part of an omnibus cash deposit account titled “HealthEquity Omnibus Account for the benefit of Health Savings Accounts,” or similar title, pursuant to an Eligible Institution Agreement (as defined below), and to maintain books and records sufficient to identify the principal and accrued interest attributable to each Member’s Cash Account.

**2.02 -** Member instructs Custodian to withdraw from the Eligible Institution Account amounts needed to satisfy any debit from the Cash Account, such as a distribution or an investment made at Member’s direction or a fee incurred by Member pursuant to the Agreement, and to subtract such amounts from the Cash Balance. Custodian will make any debits from, or reallocations of, Member’s Cash Account as soon as administratively feasible after receipt of Member’s instructions; such debits and reallocations will usually be completed on the next Business Day, but may take up to five Business Days, during which time such amounts shall remain in the Eligible Institution Account prescribed by the procedures set forth herein.

**2.03 -** Member’s periodic Account statement, available at HealthEquity.com, sets forth the name of the Eligible Institution at which the Cash Balance is deposited as of the end of the statement period.

**2.04 -** Prior to being deposited with the Eligible Institution prescribed by the procedures set forth herein, when a Cash Account is first established for Member, the Cash Balance shall be held as part of an omnibus cash deposit account titled “HealthEquity Omnibus Account for the benefit of Health Savings Accounts,” or similar title (the “Staging Account”) maintained at an Eligible Institution for up to five Business Days from the date on which funds are first received by Custodian (the “Staging Period”). During such Staging Period, an Eligible Institution Account for the Cash Balance shall be determined pursuant to the procedures set forth herein. All cash contributions shall be swept to such Eligible Institution Account and available to Member within five Business Days of Custodian’s receipt.

During the Staging Period, the Cash Balance shall accrue interest in accordance with the applicable Interest Rate, a Program Fee (as described in Section 6 of this Supplement) shall be deducted from the Staging Account, as if the Staging Account were an Eligible Institution Account, and Custodian shall maintain books and records sufficient to identify the principal and accrued interest attributable to each Member’s Cash Balance held in the Staging Account.

**2.05 -** Member acknowledges that the Cash Balance is subject to — and Custodian is not liable for — risks associated with cash deposits, including but not limited to creditor rights, banking and currency risks, and insolvency of an Eligible Institution.

**2.06 -** Member instructs Custodian to place the Cash Account according to the provisions of this Supplement, unless and until: (a) these instructions are unambiguously modified, replaced, or rescinded by appropriate written instrument, including pursuant to any Institution Designation; (b) Member or Custodian terminates the Agreement or closes the Account; or (c) Member consents to a proposed change to these instructions by amendment of this Supplement in accordance with the procedures described in Section 7 of this Supplement.

### SECTION 3. INSTRUCTIONS FOR ASSIGNMENT OF AN ELIGIBLE INSTITUTION ACCOUNT

**3.01 -** Custodian will, from time to time, enter into agreements with Eligible Institutions (each an “Eligible Institution Agreement”) as are sufficient to provide for the deposit of current and reasonably anticipated HSA contributions placed pursuant to the Cash Placement Program. Each Eligible Institution shall be a bank, credit union, or similar depository institution that: (a) is established pursuant to a charter granted by a federal or state banking authority within the United States or similar federal or state authority authorized to grant credit union charters; (b) is an FDIC or NCUA insured institution; and (c) is Well Capitalized (as that term is defined by the appropriate Federal Banking Agencies and the NCUA) at the time an Eligible Institution Agreement is entered into. Custodian maintains a list of Eligible Institutions that participate in the Cash Placement Program (the “Eligible Institution List”). Upon request, Custodian shall review with Member the Eligible Institution List.

**3.02 -** Eligible Institution Agreements will, among other things, specify: (a) a term for which aggregate deposits must be held in the associated Eligible Institution Account; (b) a minimum and maximum aggregate deposit amount to be maintained in the Eligible Institution Account; (c) Custodian’s obligation to pay any fees on the Eligible Institution Account; and (d) a Rate for determining amounts payable by the Eligible Institution with respect to deposits (as described in Section 6.04 below). The ability of Eligible Institutions to accept or maintain deposits may vary over time and change without notice based on either prevailing economic conditions or regulatory considerations. As a result, Eligible Institutions will from time to time communicate to Custodian a deposit capacity differing from that stated in the Eligible Institution Agreement.

**3.03 -** Upon funding of the Account, the Eligible Institution Account assigned to hold the Cash Balance shall be determined based on the following order of priority: (a) first, if there is one or more Eligible Institution Account at Below Capacity, to the Eligible Institution Account at Below Capacity with the lowest Utilization Percentage; (b) next, if all Eligible Institution Accounts are at Normal Capacity, to the Eligible Institution Account at Normal Capacity with the lowest Utilization Percentage; and (c) next, if there are no Eligible Institution Accounts at Below Capacity or Normal Capacity, to the Eligible Institution Account at Overflow Capacity with the lowest Utilization Percentage; provided, that in no event shall the Cash Balance be assigned to an Eligible Institution Account if doing so will cause the Eligible Institution Account to exceed the maximum aggregate deposit amount the Eligible Institution has agreed to accept. The entire Cash Balance shall be held in the Eligible Institution Account assigned to it pursuant to this Section 3.03, unless and until it is transferred to a different account pursuant to Section 3.04, 3.05, 3.06, or 3.07 below. In all cases, contributions are placed in Eligible Institutions without regard to limitations on the eligibility or aggregate amount of FDIC or NCUA coverage.

**3.04 -** In the event that any Eligible Institution Account exceeds 100% of the maximum aggregate deposit requirement of the applicable Eligible Institution Agreement, or other deposit capacity as communicated by the Eligible Institution to Custodian (a “Topped Off Account”), Member authorizes and instructs Custodian to re-assign Cash Balances from the Topped Off Account to the Eligible Institution Account with the lowest Utilization Percentage at Below Capacity, and if no Eligible Institution Accounts are at Below Capacity then to the Eligible Institution Account with the lowest Utilization Percentage at Normal Capacity, and if no Eligible Institution Accounts are at Below Capacity or Normal Capacity then to the Eligible Institution Account with the lowest Utilization Percentage at Overflow Capacity until the Utilization Percentage of the Topped Off Account is equal to 90%. Member instructs Custodian to re-assign Accounts pursuant to this Section 3.04 on a first-in, first-out basis; however, this process shall not result in the Cash Balance being split among more than one Eligible Institution.

**3.05 -** From time to time, Custodian may be required to reduce the balance of, or to close, an Eligible Institution Account, necessitating the transfer of some or all Cash Accounts to other Eligible Institutions (a “Necessary Transfer”). A Necessary Transfer may occur, for example, by operation of an Eligible Institution Agreement (such as at the expiration of the term), by direction of an Eligible Institution or regulatory authority, or if a Cash Account is at a known unusual risk of loss. If a Cash Account is subject to a Necessary Transfer, Member instructs Custodian to assign another Eligible Institution to the Cash Balance, determined in the manner described in Section 3.03 of this Supplement. In the absence of an available Eligible Institution, or if no Eligible Institution is able or willing to take additional deposits, Member instructs Custodian to place any or all of the Cash Balance into another available position, such as deposit in a Well Capitalized federally insured institution that is not a participant in the Cash Placement Program or an available money market mutual fund. Such an alternative may not be eligible for federal insurance. Member’s continued use of the Account after receiving notice of an action, such as an assignment of an Eligible Institution to the Cash Balance reaffirms Member’s consent (and instruction) to Custodian’s action.

**3.06 -** Upon Custodian establishing a new Eligible Institution Account, Member instructs Custodian to re-assign Cash Balances to the new Eligible Institution Account until such account is at Normal Capacity, based on the following order of priority: (a) first, if there is any Eligible Institution Account at Overflow Capacity, from the Eligible Institution Account at Overflow Capacity with the highest Utilization Percentage; and (b) next, if there is no Eligible Institution Account at Overflow Capacity, from the Eligible Institution Account at Normal Capacity with the highest Utilization Percentage. Member instructs Custodian to re-assign Accounts pursuant to this Section 3.06 on a first-in, first-out basis; however, this process shall not result in Member’s Cash Balance being split among more than one Eligible Institution.

**3.07 -** Member may at any time instruct that the Cash Balance be re-assigned to another Eligible Institution by contacting HealthEquity Member Services. In that event, Member instructs Custodian to assign the Cash Balance to another Eligible Institution in the manner described in this Supplement.

**3.08 -** Notwithstanding anything to the contrary contained herein, in no event shall a Cash Account be assigned to an Eligible Institution that is NCUA insured unless Member is designated an NCUA Eligible Member.

**3.09 -** From time to time, an employer, health plan, health insurance company or other third party through whom the Account is opened or with whom Member is associated, may make an Institution Designation. If an Institution Designation is made, the Cash Account shall be held at the depository institution named therein until the earlier of (a) Member making an irrevocable election to cancel the Institution Designation and allocate the Cash Account pursuant to this Cash Sweep Program and (b) Custodian ceasing to have a depository account to hold Cash Balances with the depository institution specified therein. If the depository institution specified in the Institution Designation is not an Eligible Institution, then it will be treated as an Eligible Institution for the purposes of this Supplement with respect to any Account assigned to it.

#### SECTION 4. DISCLOSURE AND CONSENT TO PROCEDURE FOR MEMBER INTEREST

**4.01** - Member Interest is paid by the Eligible Institution that holds the Cash Balance and is accrued, compounded and credited monthly to the Cash Account, less the Program Fee. The Account statement, available at HealthEquity.com, shows Member Net Interest credited during the statement period.

**4.02** - Member Net Interest for any calendar month is based on Member's average daily Cash Balance and an interest rate that varies based on Member's average daily cash balance (the "Interest Rate"). The Interest Rate is calculated pursuant to the table below (the "Interest Rate Methodology Table"). The "Median Minimum Market Rate" is the median interest rate paid by the top five HSA providers (excluding Custodian), determined based upon HSA assets under custody as conclusively set forth in the annual Devenir Research Year-End HSA Market Statistics & Trends report or, if not published, such other third party HSA market report selected by Custodian (the "Annual Market Survey"), on the lowest HSA balance amounts.

Interest Rate Methodology Table		
Balance Tier	Average Daily Cash Balance	Interest Rate Calculation
Tier 1	First \$2,000 (\$0.01 – \$2,000.00)	Median Minimum Market Rate
Tier 2	Next \$5,500 (\$2,000.01 – \$7,500.00)	Median Minimum Market Rate + 0.05%
Tier 3	Next \$2,500 (\$7,500.01 – \$10,000.00)	Median Minimum Market Rate + 0.15%
Tier 4	Amounts over \$10,000.00	Median Minimum Market Rate + 0.35%

Interest is paid on the average daily Cash Balance for the portion of the average daily balance that is within each tier.

**4.03** - Interest on Cash Balances begins to accrue on the Business Day following the date on which those funds are received by Custodian.

**4.04** - Changes to the Interest Rate shall be effective on the first day of the first month that starts at least three Business Days after publication of any new rate that changes the Median Minimum Market Rate or publication of the Annual Market Survey, as applicable, without notice to Member. Current Interest Rates (determined in accordance with the Interest Rate Methodology Table) may be found by logging into your account at HealthEquity.com or by contacting HealthEquity Member Services. The Interest Rate Methodology Table may be modified only by an amendment to this Supplement with advance notice to Member, pursuant to Section 7.02 of this Supplement.

#### SECTION 5. FEDERAL INSURANCE COVERAGE

**5.01** - The Cash Account is a component of Member's HSA, and under Federal regulations is "owned" by Member.

- If the Cash Balance is held at an FDIC insured Eligible Institution, then it is eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC (together with any other deposits owned by Member at the same Eligible Institution, including deposits from similar cash placement programs offered by other custodians, brokerages or other entities, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to Member by the Eligible Institution). Additional information regarding FDIC insurance is available at [fdic.gov](http://fdic.gov) or calling the FDIC at 877-ASK-FDIC (877-275-3342).

- If the Cash Balance is held at an NCUA insured Eligible Institution, then it is eligible for insurance by the NCUA, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the NCUA. Similar to the FDIC, the limits of NCUA coverage are based on the aggregate amount of a consumer's funds held by the insured credit union. Additional information regarding NCUA insurance is available at [ncua.gov](http://ncua.gov) or calling the NCUA at 800-755-1030, option 2. See section 3.08 for more information regarding the eligibility of your Cash Account to be held at an NCUA insured eligible institution.

**5.02** - Custodian is not responsible for monitoring the Cash Balance or other deposits at an Eligible Institution to determine the scope of FDIC or NCUA coverage, as applicable. If Member expects to have aggregate deposits at any Eligible Institution that exceed FDIC or NCUA insurance coverage limits, then Member may wish to request re-assignment in accordance with Section 3.07 or consider other asset deployment options for the excess amount.

**5.03** - Contributions to the Account are eligible for FDIC or NCUA insurance, as applicable, only after they become Cash Placement Program deposits and reach the Staging Account or Eligible Institution Account. Cash deposits are not insured in transit, including but not limited to, while held by an employer or administrative entity contracted by an employer, and while in receipt of Custodian prior to being allocated and posted to the Account and deposited in the Staging Account or Eligible Institution Account by Custodian.

**5.04** - Securities and insurance product purchases as directed by Member and held in Member's Account, such as mutual funds and non-insured deposits, are investment or insurance products. Such assets: (a) are not insured by the FDIC or NCUA; (b) carry no Custodian, Eligible Institution or other bank or government guarantees; and (c) have associated risks. Securities investments and insurance products are subject to risk of loss, including loss of principal. While investment securities may be subject to SIPC insurance coverage, SIPC coverage does not cover fluctuations in the market value. Insurance products are guaranteed by the insurer, subject to credit risk.

#### Section 6. Disclosure of and Consent to Benefits to Custodian and Others

**6.01** - Member acknowledges that services rendered by Custodian, in addition to the services described elsewhere in the Agreement and this Supplement, include assumption by Custodian of certain risks and liabilities with respect to the Cash Account, which are not assumed by Member. These risks and liabilities include, but are not limited to, guaranteeing minimum duration and cash deposit levels in Eligible Institution Accounts while providing Member with access to distributions from Cash Accounts (as described in Section 2.02), assuming penalties pursuant to Eligible Institution Agreements as described herein, direct third-party expenses incurred for the management of Eligible Institution Agreements, and ensuring compliance with applicable law and regulation.

**6.02** - The compensation Custodian receives for services rendered includes the service fees, investment fees, and interchange fees described in the Agreement, and the Program Fee (as described in this Section 6).

**6.03** - Custodian retains a fee from interest paid by each Eligible Institution on aggregate deposits in connection with the Cash Placement Program (the "Program Fee"). Program Fees vary from Eligible Institution to Eligible Institution and over time, based on the prevailing interest rate environment.

**6.04** - The Program Fee retained by Custodian, and the penalties paid by Custodian, are determined in accordance with each Eligible Institution Agreement. Before penalties, the Program Fee is typically calculated by multiplying the balance of the Eligible Institution Account by a Rate and then subtracting the interest retained by Members based on their deposit levels as described herein. The Rate varies from Eligible Institution to Eligible Institution but will generally be a function of, or determined based on, a reference benchmark such as the London Interbank Offered Rate, the Federal Funds Effective Rate, or Federal Funds Target Rate. The Rate may be tiered based on the aggregate balance of the Eligible Institution Account. The Rate may increase with the aggregate amount on deposit or term of the Eligible Institution Agreement. Similarly, penalties are typically a function of the remaining term of the Eligible Institution Agreement, the Rate and prevailing bank lending market conditions.

The total Program Fee retained by Custodian during any calendar quarter, net of penalties paid, shall not exceed the net interest margin for all U.S. banks, as reported quarterly by the Federal Financial Institution Examination Council, applied to the sum of the Average Daily Balance of each Eligible Institution Account that is included in the Cash Placement Program in that calendar quarter.

**6.05** - Custodian is not affiliated with any Eligible Institution. Custodian (or one of its affiliates) may be a customer of, provide services to, or have other financial interactions with Eligible Institutions and may in the future have an affiliate which is an Eligible Institution. Any business relationship between Custodian and an Eligible Institution outside of the Cash Placement Program is conducted on an arms-length basis without regard to the Eligible Institution's participation in the Cash Placement Program.

**6.06** - Member has reviewed Custodian's direct and indirect compensation (as described herein) and determined that the compensation Custodian receives is reasonable for the services it provides. Member has further determined that such services are necessary for the establishment and maintenance of Account and the Cash Placement Program.

#### Section 7. Amendment of this Supplement

**7.01** - Member instructs Custodian to place the Cash Account according to the provisions of this Supplement, unless and until: (a) these instructions are unambiguously modified, replaced, or rescinded by appropriate written instrument, including pursuant to any Institution Designation; (b) the Account is terminated; or (c) Member consents to a proposed change to these instructions by amendment of this Supplement in accordance with the procedures described below.

**7.02** - Custodian shall provide Member at least 60 days' advanced written notice of any proposed amendment of this Supplement, specifying the amendment and the proposed effective date. If Member does not consent to the amendment, Member may do any of the following: (a) transfer all funds, less any outstanding fees due Custodian, from the Cash Account to another asset option available to Member pursuant to the Agreement; (b) withdraw all funds, less any outstanding fees due Custodian, from the Cash Account; (c) initiate a trustee-to-trustee transfer; or (d) close the Account. If Member does not take any of the above actions by the effective date of the change, Member will be deemed to have consented to the amendment.

**7.03** - If Member terminates the Agreement or closes the Account by reason of not consenting to an amendment that reduces Member Interest or increases the maximum Program Fee set forth in Section 6.04 of this Supplement (pursuant to Section 7.02 of this Supplement), upon Member's request Custodian will reimburse any termination or closure fee paid to Custodian by Member and incurred by Member for the transfer or withdrawal of funds from the Cash Account or termination of the Account.

#### Section 8. Definitions

**8.01** - "Average Daily Balance" means, with respect to any Eligible Institution Account, the average daily account balance determined as of the last day of the calendar month.

**8.02** - "Below Capacity" means an Eligible Institution Account with a balance less than the minimum aggregate deposit requirement of the applicable Eligible Institution Agreement (or other deposit minimum as communicated by the Eligible Institution to Custodian).

**8.03** - "Business Day" means any day except Saturday, Sunday or any other day on which an Eligible Institution is authorized or required by law to be closed for business

**8.04** - "Cash Balance" means the funds contained in Member's Cash Account.

**8.05** - "Eligible Institution" means a bank, credit union or similar institution that may be engaged by Custodian to hold Cash Accounts pursuant to the requirements and terms herein.

**8.06** - "FDIC" means the Federal Deposit Insurance Corporation, an independent agency of the U.S. government.

**8.07** - "Institution Designation" means an instruction from an employer, health plan, health insurance company or other third party through whom the Account is opened or with whom Member is associated that the Cash Account shall be held at a specific depository institution.

**8.08** - "Interest Rate" has the meaning set forth in Section 4.02 of this Supplement and is set independently from the Rates payable by Eligible Institutions on aggregate deposits therewith.

**8.09** - "Member Net Interest" means the amount of interest payments made by the Eligible Institution to Member's Cash Account after the deduction of Program Fees.

**8.10** - "Normal Capacity" means an Eligible Institution Account with a balance less than 98% of the maximum aggregate deposit requirement of the applicable Eligible Institution Agreement (or other deposit capacity as communicated by the Eligible Institution to Custodian).

**8.11** - "NCUA" means the National Credit Union Administration, an independent agency of the U.S. government.

**8.12** - "NCUA Eligible Member" means a Member whose Cash Account is eligible to be held at an NCUA insured credit union, as reflected on the Member's account statement.

**8.13** - "Overflow Capacity" means an Eligible Institution Account with a balance equal to or greater than 98% of the maximum aggregate deposit requirement of the applicable Eligible Institution Agreement (or other deposit capacity as communicated by the Eligible Institution to Custodian).

**8.14** - "Program Fee" has the meaning set forth in Section 6.03 and is typically calculated by multiplying the balance of the Eligible Institution Account by a Rate and then subtracting the interest retained by Members based on their deposit levels as described herein.

**8.15** - "Rate" means an interest rate paid by an Eligible Institution on the aggregate balance of an Eligible Institution Account.

**8.16** - "SIPC" means the Securities Investor Protection Corporation, a federally mandated, non-profit, member-funded, United States corporation created under the Securities Investor Protection Act of 1970. Most US-registered securities brokers are SIPC members.

**8.17** - "Utilization Percentage" means (a) with respect to an Eligible Institution Account that is at Below Capacity, the percentage obtained when the balance of such Eligible Institution Account balance is divided by the minimum applicable to such Eligible Institution Account, and the quotient is multiplied by 100, (b) with respect to an Eligible Institution Account that is at Normal Capacity, the percentage obtained when (1) the Eligible Institution Account balance less the minimum applicable to such Eligible Institution Account is divided by (2) the difference of (x) the maximum applicable to such Eligible Institution Account multiplied by ninety-eight hundredths (0.98) less (y) the minimum, and the quotient is multiplied by 100, and (c) with respect to an Eligible Institution Account that is at Overflow Capacity, the percentage obtained when the Eligible Institution Account balance is divided by the product of the maximum applicable to such Eligible Institution Account multiplied by ninety-eight hundredths (0.98), and the quotient is multiplied by 100.

Copyright © 2019 HealthEquity, Inc. All rights reserved. HealthEquity and the HealthEquity logo are service marks of HealthEquity, Inc.

HealthEquity\_HSA\_Custodial\_Agreement\_Cash\_Supplement\_(Cash\_Placement\_Program)\_April\_2019

**FACTS** **WHAT DOES HEALTHEQUITY, INC. DO WITH YOUR PERSONAL INFORMATION?**

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

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

- Social Security number and name, address, and other personal information
- Medical and employment information
- Account balances and transaction history

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 customer’s 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 HealthEquity, Inc. chooses to share; and whether you can limit this sharing.

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

**Questions?** Call 866.346.5800 or go to <https://healthequity.com/legal#pp>

## Who we are

<b>Who is providing this notice?</b>	HealthEquity, Inc.
--------------------------------------	--------------------

## What we do

<b>How does HealthEquity, Inc protect my personal information?</b>	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.
<b>How does HealthEquity, Inc collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or make payments/withdrawals</li> <li>• Use your credit or debit card</li> <li>• Use our web sites</li> </ul> <p>We also may collect your personal information from others, such as affiliated partner health plans, your employer, the Social Security Administration, and public records to comply with government requirements to know our customers.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial companies with HealthEquity in their name such as HealthEquity Advisors, LLC and HealthEquity Trust Company.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• HealthEquity does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• HealthEquity, Inc. doesn't jointly market.</li> </ul>

## Other important information

<a href="https://healthequity.com/legal#pp">https://healthequity.com/legal#pp</a>
---