

Health Savings Account (HSA)

Employer application guide

Helping you make the most of your HSA program

Thank you for choosing Wells Fargo Health Benefit Services (HBS) as your Health Savings Account (HSA) program provider. From implementation to ongoing relationship management, we are committed to making the HSA experience for you and your employees the best it can be.

Equally important, in Wells Fargo you have a trusted advisor who not only helps you meet your HSA adoption goals – but will also work with you to help you grow your program and increase the benefits it offers.

Support that helps ensure a smooth implementation

Wells Fargo knows that enrollment and implementation are key to getting your HSA program off to a great start. You will work with two HSA specialists to start up your HSA program.

First, your Wells Fargo HSA Representative will contact you once your application is received. Their primary job is to walk you through the application process, answer questions, and ensure you have a smooth introduction to Wells Fargo. Additionally, your HSA Representative will discuss and, if you would like it, help you build a plan to meet your HSA program goals – from enrollment to employee education.

Once those steps are complete, your HSA Representative will introduce your Implementation Associate, who will begin implementing your HSA program. The Implementation Associate will be your one point of contact during the implementation process, and will help you determine which of our enrollment and contribution methods are the best fit for your business. They also help ensure your program is set up correctly the first time, so you can spend more time focusing on your business.

Together we'll go far



Step 1

HSA program setup

Submitting your application packet

Please refer to the *Employer Enrollment Checklist* in this guide. Make sure you've included all the required documents detailed on the checklist and mail your application packet to the address noted.

Once your application is received, the contact(s) noted on the application (including your broker or agent, if applicable) will be contacted by an HSA Representative. The HSA Representative will guide you through the HSA application process, as well as collaborate with you on your HSA program goals.

Your HSA Representative will ask you to provide us with the name of the person or people in your organization who will:

- Serve as our main contact during the implementation process. (We need someone who can provide immediate answers to any questions that may occur.)
- Be trained on the *Commercial Electronic Office*[®] Health Benefit Services (*CEO*[®] HBS) portal—the online tool we provide for managing your HSA program—as well as our *Wells Fargo Health Account Manager*SM portal, an online tool your employees will use to manage their accounts.



Prior to implementation, your HSA Representative will work with you to determine the enrollment and contribution methods that work best for your organization. *Please do not send us any employee account information or employee enrollment paperwork until your organization's enrollment method has been finalized.*

The HSA Representative will also complete a compliance check (as required under certain regulations) and due diligence, and then forward all your documentation to our Implementation Team.

Step 2

Implementing your program

What we'll do—and what we need from you

You will be contacted by a Wells Fargo Implementation Associate, who will be your guide to ensure your HSA program implementation is smooth and hassle-free.

In addition, your Implementation Associate will:

- Grant you access to the *CEO* HBS portal.
- Work with you to determine the enrollment and contribution methods that meet your specific needs.
- Provide you with contact information for your Relationship Team, which will be responsible for the ongoing support and administration of your HSA program.

With your active participation, the entire implementation process should take no more than seven to 10 business days once we receive your completed application packet.*

* If you determine that your organization should use File Transmission for enrollment and contributions, you may experience a longer implementation process.

Step 3

Opening and funding HSAs

Opening accounts

When it's time to open your employees' accounts, we'll ask you to send us an enrollment file with information on all employees for whom you want accounts opened. If you are using our online enrollment tool, we will provide a web link and unique ID which you can forward onto your employees. Or you can log on to the *CEO HBS* portal and enter new accounts online.

Welcoming new accountholders

Once we receive your enrollments, we will mail Wells Fargo Visa® HSA debit cards and Welcome Kits to accountholders (typically takes five to seven business days; note the debit cards will arrive by U.S. Mail in a plain envelope for security purposes). The Welcome Kit contains instructions on how to access the Health Account Manager portal, make investment elections, information about qualified medical expenses, and more.

Sending contributions

We will work with you as you send your first contributions. If you are using ACH direct contributions, we will provide you with a report with employee account numbers and the Wells Fargo routing number. If you do not use ACH direct contributions, we will help you submit your first contribution file or use online contributions to fund the individual accounts through standard ACH debit.

The Internal Revenue Service has said that state trust law governs when an HSA is "established." Most state laws require that an account be funded in order to be established; therefore, it is important to fund your employees' accounts as soon as possible.

After your initial contribution has been processed, all accounts will be active and your employees may begin taking advantage of their tax-advantaged healthcare dollars.



Tools for success

Wells Fargo understands the importance of employee education when it comes to making your HSA program a success. We offer the following tools and collateral to help make your employee HSA education, promotion, and enrollment easy.

- ▶ An online HSA Employee Overview Flash tutorial
- ▶ Enrollment flyers
- ▶ Enrollment fair posters
- ▶ Educational materials that help accountholders understand qualified medical expenses and how to use their HSA at a doctor's office or pharmacy

Viewing and ordering materials

Once you are a customer we will provide a link to our Employer Resource Guide, which features the materials listed above.

If you have any questions, contact Wells Fargo HSA Broker and New Sales Support at 1-866-449-9929, Monday through Friday, 7:00 a.m. to 8:00 p.m. Central Time (CT).

Health Savings Account (HSA)

Employer enrollment checklist

Thank you for choosing Wells Fargo Health Benefit Services as your HSA program provider. In order to ensure a timely application process, please use the checklist below to verify that all the required documents have been completed prior to submitting your Employer Application packet.

- ▶ Please mail completed packets to: **Wells Fargo Health Benefit Services**
P.O. Box 413042
Salt Lake City, UT 84141-3042

If you have questions, please contact Wells Fargo HSA Broker and New Sales Support at 1-866-449-9929, Monday through Friday, 7:00 a.m. to 8:00 p.m. Central Time (CT).

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- ▶ **Note:** If the following items are not complete and sent with the Employer Application packet, the application process may be delayed.

- Fill out the Employer Application that starts on the next page completely and legibly, and sign and date it. Make sure you are using the most up-to-date Employer Application. You can find the most up-to-date Employer Application at wellsfargo.com/hsa.
- Include the NAIC code that classifies the industry of your business on the first page of the Employer Application. If you don't know your company's six-digit code, you can look it up at www.naics.com/search.htm.
- Include the date and fill in the employer name on page 1 of the Administrative Services Agreement (ASA).
- Fill in the employer information fields on page 6 of the ASA, and sign and date page 8 of the ASA.
- Include all pages of the ASA with the Employer Application packet.
- Include a copy of your Business License or Certified Articles of Incorporation with the Employer Application packet.
- Include Employer Identification Number (EIN) verification documentation with the Employer Application packet. Examples of acceptable documentation include IRS Confirmation, 941, Page 1 of the federal tax return, Schedule C.

Important note: If you choose to enroll employees through the CEO HBS portal or File Transmission, please provide each employee opening an HSA with the Account Authorization Form (Addendum C, located on page 12 of the ASA). You should retain a signed copy from your employees for your records. Your HSA Representative will assist you with this process.

Health Savings Account (HSA) Employer Application



Please complete the most current application found at wellsfargo.com/hsa.

Company Information * required field			
Company Name*		Web site Address	
Street Address* (may not be a P.O. Box)		City*	State* Zip*
Mailing Address		City	State Zip
Federal Employer Tax ID *	State of Incorporation (if applicable)	Type of Industry (NAIC Code) *	Wells Fargo HSA Program Start Date*
<p>The USA PATRIOT ACT OF 2001 requires financial institutions to obtain, verify and record information to confirm the identity of each individual or entity that opens an account. What this means for you: before you open an account, we will ask for your name, address, date of birth (if you are an individual), taxpayer identification number (TIN), and other information that will allow us to identify you. For entities, opening new accounts, we will ask you for documentation that may include annual reports, government issued business licenses or partnership agreements.</p>			
Employer Entity* (check one) <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Government Entity or Church			
Business Principals Please list all business principals. Omission of business principals will delay the setup process.			
Chairman of the Board Name (if applicable)		CEO/President/Managing Partner Name	
CFO Name		Other Equivalent Position (Other Business Principals) Name/Title	
Other Equivalent Position (Other Business Principals) Name/Title		Other Equivalent Position (Other Business Principals) Name/Title	
HSA Contact Information <i>This should be the person at your company who will receive HSA communication.</i>			
Primary Contact*		Title*	
Phone* XXX-XXX-XXXX & ext	Fax* XXX-XXX-XXXX	Email*	
Administrative Information			
Monthly Service Fee paid by* <input type="checkbox"/> Employer <input type="checkbox"/> Employee <input type="checkbox"/> Other (specify):		Contributions will be made by* <input type="checkbox"/> Employer Contributions <input type="checkbox"/> Employee Payroll Deductions	
		Number of Employees Eligible to Contribute to an HSA* Number of Employees Expected to Enroll*	
ACH Debit Set up Please complete the section below for ACH debit for contributions and fees. If you would like to have a separate account set up to fund contributions and pay for fees, please contact Client Services at 866-449-9929.			
Checking Account Number		Account Name	
Routing Number (RTN)		Important Note: If there are currently any restrictions on debits to your account, please add Wells Fargo's ACH origination IDs to your debit filter: WFHBS30082, HBSCON8115, and HOGANHSASF.	
Financial Institution Name			
Address			
City		State	Zip

Available Health Plans

A Wells Fargo HSA for employees can only be offered in conjunction with an HSA-compatible health plan.

1. Health Insurance Carrier Name

2. Health Insurance Carrier Name

3. Health Insurance Carrier Name

Authorized List

The persons listed below are authorized by your company to provide direction to Wells Fargo regarding your company's Health Savings Account (HSA) program.

Name*	Title*
Signature*	Email*
Name	Title
Signature	Email
Name	Title
Signature	Email
Name	Title
Signature	Email

Referral Source

Broker or Agent (Please complete fields below)
 Existing Wells Fargo Customer
 Carrier
 Wells Fargo Insurance
 Other (please specify): _____

Broker/Agent Name

Phone XXX-XXX-XXXX

Email

Note: For broker/agent referrals, please access wellsfargo.com/hsa or call (866) 449-9929 for additional information.

Authorization and Payment

I hereby authorize Wells Fargo Health Benefit Services to provide services based on and in accordance with the information provided in this application. By signing this application, I certify that I have full authority to execute this application on behalf of Company and, and I authorize Wells Fargo Health Benefit Services to initiate electronic debits and credits to the identified account(s) as indicated in the "ACH Debit Set-up" section above. Company understands that Wells Fargo's initiation of ACH transactions will comply with applicable U.S. Law, and that this authorization will remain in effect until Wells Fargo HBS is notified at 1-866-449-9929 of its revocation in such time and manner as to allow a reasonable opportunity to act on it.

Authorized Signer	Date (MM/DD/YYYY)

Mail completed Application Packet to:
 Wells Fargo Health Benefit Services, P.O. Box 413042, Salt Lake City, UT 84141-3042

Questions? Please contact Customer Service at 866-449-9929.
 Web site: wellsfargo.com/hsa

**HEALTH SAVINGS ACCOUNT (HSA)
ADMINISTRATIVE SERVICES AGREEMENT**

This Health Savings Account Administrative Services Agreement (the "Agreement") is entered into this _____ day of _____ 20__ (the "Effective Date") by and between Wells Fargo Health Benefit Services, a division of Wells Fargo Bank, N.A. ("Wells Fargo"), and _____ (the "Employer") (collectively, the "parties"), with respect to administrative services for "Health Savings Accounts" (each an "HSA"), as this term is defined in Section 223 of the Internal Revenue Code of 1986, as amended (the "Code"), maintained by employees (each an "Account Holder") of Employer, in their sole discretion.

RECITALS

WHEREAS, Employer would like to allow certain employees who participate in a qualified High Deductible Health Plan ("HDHP"), as defined in Section 223 of the Code, to open and fund HSAs; and

WHEREAS, Wells Fargo is a national banking association incorporated under the laws of the United States that qualifies to serve as custodian of HSAs in accordance with the provisions of Section 223(d)(1)(B) of the Code; and

WHEREAS, Wells Fargo provides HSA enrollment and contributions processing services to employers; and

WHEREAS, the parties wish to enter into the following agreement governing the administrative services to be rendered by Wells Fargo to Employer with respect to the HSAs of Account Holders.

NOW, THEREFORE, for and in consideration of their mutual promises herein contained and other valuable consideration, the parties covenant and agree as follows:

AGREEMENT

Section 1. HSA Services.

(a) Role as Custodian. Wells Fargo will serve as custodian and will administer the HSAs in accordance with the provisions of Section 223(d)(1)(B) of the Code and subject to the powers and duties set forth in a separate custodial agreement ("Custodial Agreement") between Wells Fargo and each Account Holder.

(b) Administrative Services. In connection with the administration of the HSAs, Wells Fargo will:

(i) Open and maintain HSAs in the name of Wells Fargo, as custodian, for the benefit of each Account Holder who establishes an HSA. Wells Fargo may, however, decline to open an HSA for an employee who does not satisfy Wells Fargo's risk screening process.

(ii) Accept HSA contributions from Employer and Account Holders, including transfers from other financial institutions, up to the maximum amount allowed by law.

(iii) Hold assets in compliance with the nonforfeiture rules applicable to HSAs, including, but not limited to, the provisions restricting recoupment by employers to circumstances described in Internal Revenue Service ("IRS") Notice 2008-59, Q&A 23-25 or any future guidance issued regarding the nonforfeiture of Employer contributions to HSAs.

(iv) Act upon the written directions of Account Holders, including settling investment transactions and making distributions from the HSA; provided, however, that Wells Fargo is not required to determine whether a requested distribution is for the payment or reimbursement of qualified medical expenses or to maintain records sufficient to show that the distribution is tax free.

(v) Provide and service debit cards used to access HSA funds as permitted by law.

(vi) Maintain Account Holder records reflecting the assets of the HSAs and all activity transacted during the current year.

(vii) Prepare and deliver reports to Employer setting forth information including, but not limited to, contribution and reconciliation data. Such reports may be delivered electronically to the extent permitted by law.

(viii) Prepare tax reporting with respect to contributions and distributions for Account Holders as required by Section 223(h) of the Code or the regulations thereunder.

(ix) Take written direction from Account Holders with respect to the voting or tender of proxy materials.

(x) Designate a contact to be responsible for responding to all inquiries and requests made by Account Holders and Employer with respect to HSAs.

Section 2. Employer Obligations.

Employer will:

- (a) Promptly provide Wells Fargo with information regarding each employee who opens an HSA with Wells Fargo pursuant to this Agreement as required by law, including but not limited to the following: (i) notification of the Account Holder's termination of employment; (ii) notification of Account Holder's cessation of participation in Employer's HSA program; and (iii) information as requested by Wells Fargo from time to time to prepare any report required by Section 223(h) of the Code and the regulations thereunder. When Employer provides the required notice of Account Holder's termination of employment or cessation of participation in Employer's HSA program, Employer will consider the language surrounding the liability for fees in the first paragraph of Section 5 of this Agreement.
- (b) Ensure that the HDHP it offers satisfies the applicable requirements of Section 223 of the Code, if Account Holders are enrolled in an HDHP sponsored by Employer.
- (c) Ensure that each Account Holder on behalf of whom Employer is providing contributions is not covered under a non-HDHP sponsored by Employer; provided, however, that the Account Holder will at all times be entitled to have "permitted coverage," as this term is defined in Section 223(c)(1)(B) of the Code.
- (d) Promptly transfer HSA contributions to Wells Fargo, in no event later than five (5) business days after such amounts are withheld from the Account Holder's wages. Employer will simultaneously transmit data to Wells Fargo, by means of a secure file transfer method acceptable to Wells Fargo, indicating how such contributions will be allocated to HSAs and such data will reconcile to the amount of funds transferred. Employer understands that any Employer contributions it makes to HSAs are non-forfeitable and subject to the rules restricting recoupment by employers described in IRS Notice 2008-59, Q&A 23-25 or any future guidance issued by the IRS on the nonforfeitability of Employer contributions.
- (e) Consult with its tax advisor regarding the treatment of HSA contributions for purposes of its wage reporting, employment tax obligations, and comparability testing, if Employer does not have a cafeteria plan arrangement under Section 125 of the Code. Employer acknowledges that it must make comparable contributions to HSAs for comparable participating employees under Section 4980G of the Code and the applicable regulations and that Wells Fargo does not perform comparability testing. Employer further acknowledges that Wells Fargo does not provide a cafeteria plan that allows for HSA contributions and that, if Employer desires to sponsor such a plan, it must develop one on its own.

Section 3. Additional Obligations for Employers Using Enrollment Files for Enrollment.

In addition to the obligations set forth in Section 2 of this Agreement, if Employer assists employees in enrolling in HSAs by sending electronic files with enrollment information ("Enrollment Files") to Wells Fargo, the following additional provisions apply:

- (a) Special Agent of Employee for Account Opening Purposes. Employer will ensure that an employee who wishes to open an HSA with Wells Fargo designates Employer as his/her special agent for account opening purposes.

Acting in its capacity as special agent, Employer accepts the following notice provided by Wells Fargo on behalf of each employee who designates Employer as his/her special agent for Account opening purposes:

"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT---To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents."
- (b) Credit Report Authorization. Employer will obtain, on Wells Fargo's behalf, from each employee who is interested in establishing an HSA with Wells Fargo, an authorization to order a credit report.
- (c) Account Authorization Form. To fulfill 3(a) and 3(b) above, Employer will:
 - (i) Use the content of the form attached hereto as Addendum C ("Account Authorization Form") to have an employee appoint Employer as special agent for account opening purposes and to obtain the authorization for ordering a credit report.
 - (ii) Maintain a copy of each Account Authorization Form completed by an employee for the period of time the individual is employed by Employer.
 - (iii) Allow Wells Fargo to review Employer's records in order to confirm that the requirements contained in this Section 3 have been satisfied.
 - (iv) Not include information in the Enrollment File for any employee who has not appointed Employer as its special agent for account opening purposes and who has not authorized the ordering of a credit report.

- (v) As part of the Enrollment File, provide to Wells Fargo (and in such format and through such electronic, magnetic, or other means or media as Wells Fargo may specify from time to time) the employee's name, street address, social security number, date of birth, residency status and country of citizenship as provided by an employee on the Account Authorization Form.

Section 4. ERISA.

Employer represents and warrants to Wells Fargo that the arrangement covered by this Agreement is not a "plan" subject to the terms and conditions of the Employee Retirement Income Security Act of 1974, or any rules or regulations issued thereunder (collectively, "ERISA"), and that Employer will not take any action that would cause the arrangement described in this Agreement to be subject to ERISA, or omit to take any action that would be required to stop the arrangement described in this Agreement from becoming subject to ERISA.

Section 5. Fees.

Attached as Addendum A is a fee schedule. The schedule includes the Monthly Service Fee that Wells Fargo will charge each HSA, whether paid by Employer, an insurance carrier, or Account Holders. In the event that Employer pays the Monthly Service Fee for an Account Holder, Employer will continue to be liable for such fee on behalf of the Account Holder until the first of the month following thirty one (31) calendar days after the date Employer provides written notice to Wells Fargo that Employer will no longer pay such fees on behalf of the Account Holder. If, at any time, Employer fails to pay the Monthly Service Fee when due, such fee may be charged to each Account Holder's HSA.

Wells Fargo will disclose the Monthly Service Fee to Account Holders in certain enrollment materials and agreements governing the HSA. Employer acknowledges that Wells Fargo or its affiliates may indirectly receive other fees, including, but not limited to: float, interchange, and mutual fund investment advisory fees, as may be disclosed to Account Holders in agreements governing the HSA.

Addendum A may be amended by Wells Fargo to change the Monthly Service Fee or to add fees to be charged to the Employer upon thirty (30) days prior written notice to Employer,

Section 6. Commercial Electronic Office® ("CEO®") Health Benefit Services.

In the event that Employer uses the Internet to access the Health Benefit Services web pages of the CEO, Wells Fargo's electronic banking portal, the terms and conditions set forth in Addendum B will apply.

Section 7. Renewal and Termination.

This Agreement will have an initial term of one (1) year, commencing on the Effective Date. This Agreement will thereafter automatically renew for additional one (1) year terms on the anniversary of the Effective Date. Notwithstanding the foregoing and except as provided in Section 8(a), either party may terminate this Agreement at any time upon at least sixty (60) calendar days prior written notice to the other party.

Section 8. Amendment

(a) Except as provided in Sections 5 and 8(b), Wells Fargo may, in its sole discretion, amend this Agreement or change this Agreement upon prior written notice to Employer. Employer will be deemed to have consented to an amendment of, or change to, this Agreement if Employer does not object in writing within thirty (30) calendar days after the date the notice of such amendment or change was postmarked and continues to use the HSA services. If Employer objects to an amendment or change, Employer may immediately terminate this Agreement within this thirty (30) day period, notwithstanding the notice provision in Section 7.

(b) Amendments that Wells Fargo deems, in its sole discretion, are required because of legislative, regulatory or legal requirements do not require the consent of Employer. Such amendments will be provided by Wells Fargo in writing to Employer and will become effective as follows: (i) if the legislative, regulatory or legal requirement on which the amendment is based identifies an effective date, upon such effective date; (ii) if the legislative, regulatory or legal requirement on which the amendment is based requires prior approval of or notice to any federal or state regulatory agency, the effective date will be when all necessary approvals have been granted; and (iii) if the legislative, regulatory or legal requirement on which the amendment is based identifies a required notice period, the effective date will be upon the expiration of such notice period. If an effective date cannot be determined by the foregoing clauses (i), (ii) or (iii), the effective date will be thirty (30) calendar days following the date that Wells Fargo sent the written amendment to Employer.

Section 9. Communications.

Wells Fargo is authorized to accept directions and/or data transmitted to Wells Fargo through the following means by authorized representatives, including duly appointed third parties, of Employer.

(a) **Facsimile Transmissions.** Wells Fargo is authorized to act on written direction conveyed by facsimile transmission, notwithstanding the fact that such direction does not bear an original authorized signature, provided the direction acted upon: (i) appears to be

signed by a person(s) entitled to give binding instructions to the Wells Fargo, and (ii) is consistent with the established authority of such person(s).

(b) Electronic Direction/Data Transmissions. Wells Fargo is authorized to act on written directions or data transmissions conveyed by electronic mail or other electronic means, notwithstanding the fact that such directions or data do not bear an authorized signature, provided the directions or data acted upon: (i) appear to have been sent from the computer of a person(s), or by a person(s), entitled to give binding directions to Wells Fargo, and (ii) are consistent with the established authority of such person(s).

(c) Transmissions By U.S. Mail or Other Means Not Described in Subsections (a) or (b) Above. Wells Fargo is authorized to act on written direction conveyed by U.S. mail or other means not described in subsections (a) or (b) above ("Mail and Other Transmissions"), provided the direction acted upon: (i) appears to be signed by a person(s) entitled to give binding instructions to the Wells Fargo, and (ii) is consistent with the established authority of such person(s).

(d) Acknowledgement. Employer acknowledges its responsibility for the accuracy and completeness of any facsimile, electronic direction/data transmissions, and Mail and Other Transmissions it submits to Wells Fargo, including facsimile, electronic direction/data transmissions or Mail and Other Transmissions from duly appointed third party agents, and is solely responsible for any adverse consequences that may result from errors or inaccuracies caused by the quality of such transmissions. Wells Fargo may fully rely on any facsimile, electronic direction/data transmission or Mail and Other Transmissions received, and will have no obligation to review it or verify its accuracy. Employer understands the risk associated with communicating time sensitive matters by facsimile, electronic means or Mail and Other Transmission and acknowledges that, if it elects to do so, Wells Fargo will act within a reasonable time of receipt of the facsimile, electronic direction/data transmission, or Mail and Other Transmission by the person(s) to whom it was sent. Wells Fargo will not be liable for any loss of the confidentiality of directions and data prior to receipt by Wells Fargo.

(e) Indemnity. Employer agrees to indemnify and hold harmless Wells Fargo, its agents, affiliates, successors and assigns from and against any liability, claim, loss or expense, including attorney's reasonable fees and expenses, Wells Fargo may directly or indirectly incur as a result of its good faith actions or failures to act in accordance with directions and data received from authorized parties, including Employer and duly appointed third parties, or in the absence of such directions or data where required under the terms of this Agreement.

Section 10. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH EMPLOYER'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS AND WHETHER OR NOT SUCH DAMAGES OR COSTS ARE FORESEEABLE.

Section 11. Dispute Resolution.

The parties will cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter will not reduce or otherwise affect the payment or performance by Employer or Wells Fargo of their obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. Employer and Wells Fargo will attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) calendar days after delivery of the notice, the receiving party will submit to the other party a written response. The notice(s) and the response(s) will each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) calendar days after delivery of the disputing party's notice(s), the executives of the parties subject to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) calendar days of the disputing party's notice, or if the parties fail to meet within thirty (30) calendar days, either party may submit the controversy or claim for arbitration in the manner set forth in Section 12.

Section 12. Arbitration.

If the parties are unable to resolve any Dispute as contemplated by Section 12 of this Agreement, such Dispute will be resolved by binding arbitration in accordance with the terms of this Section as set forth below. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(a) Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("AAA") or such other administrator as the parties will mutually agree upon. Arbitration will be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration will be conducted at a mutually-agreed upon location in the state whose laws are set forth in Section 15(h) of this Agreement as the

governing law for the Agreement (“Arbitration State”), as selected by the AAA or other administrator; the parties hereby waive any claim of *forum non conveniens*. All statutes of limitation applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided, however, that nothing contained herein will be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(b) **No Waiver; Provisional Remedies.** No provision hereof will limit the right of any party to obtain provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration State or elsewhere before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy will not waive the right of any party to compel arbitration or reference hereunder.

(c) **Arbitrator Qualifications and Powers.** Arbitrators must be active members of the State Bar in the Arbitration State or retired judges of the state or federal judiciary of the Arbitration State, with expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) will resolve all Disputes in accordance with the substantive law of the Arbitration State, without regard to such state’s conflict of laws provisions, (ii) may grant any remedy or relief that a court of the Arbitration State could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) will have the power to award recovery of all costs and fees, to impose sanctions, and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or the Rule of Civil Procedure in the Arbitration State.

(d) **Judicial Review.** Notwithstanding anything herein to the contrary, in any arbitration relating to the ownership of intellectual property rights or in which the amount in controversy exceeds \$5,000,000, the arbitrators will be required to make specific, written findings of fact and conclusions of law.

(e) **Miscellaneous.** To the maximum extent practicable, the AAA, the arbitrators and the parties will take all action required to conclude any arbitration proceeding within one hundred-eighty (180) calendar days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. This arbitration provision will survive termination, amendment or expiration of this Agreement or any relationship between the parties.

Section 13. Intellectual Property.

Employer recognizes that Wells Fargo owns certain trademarks, service marks, logos and trade names (“Marks”) that identify its product and Employer acknowledges that it has no ownership right or interest in the Marks of Wells Fargo and that it will not use the Marks in any way unless it has Wells Fargo’s prior written permission.

Section 14. Confidentiality.

Wells Fargo will implement appropriate measures designed to ensure the security and confidentiality of information pertaining to the HSAs and Account Holders, protect against reasonably foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Such measures will include, without limitation, the establishment and maintenance of policies, procedures and technical, physical and administrative safeguards. Wells Fargo will use the same degree of care in ensuring the security and confidentiality of information pertaining to the HSAs and Account Holders as Wells Fargo uses with respect to its own confidential information and the confidential information of other Wells Fargo account holders, and in all events no less than a reasonable degree of care. Wells Fargo will comply with Regulation P to the extent applicable.

To the extent Employer has information about HSAs and Account Holders, Employer will implement appropriate measures designed to ensure the security and confidentiality of information pertaining to the HSAs and Account Holders, protect against reasonably foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information. Employer will use the same degree of care in ensuring the security and confidentiality of information pertaining to HSAs and Account Holders as Employer uses with respect to its own confidential information and in all events no less than a reasonable degree of care.

Notwithstanding the foregoing, if Employer was referred to Wells Fargo through an insurance carrier or third party administrator with which Wells Fargo has a joint marketing relationship, Wells Fargo may share aggregate information about Account Holders affiliated with Employer with the insurance carrier or third party administrator, including, but not limited to, the name of Employer and the number of Account Holders affiliated with Employer.

Section 15. Miscellaneous.

(a) **Authority.** The undersigned hereby represents and warrants that he or she has been duly authorized to sign this Agreement.

(b) **Authorized Representatives.** Employer will furnish a list to Wells Fargo of persons authorized to act on behalf of Employer for the purpose of transmitting contributions and instructions to Wells Fargo. This list will be amended from time to time as changes occur and will be effective upon Wells Fargo’s receipt of such changes.

(c) **Agreement to Perform Necessary Acts.** Each party to this Agreement agrees to perform any further acts and to execute and

deliver any documents that may be reasonably necessary to perform its obligations under this Agreement.

(d) Representations Regarding Student Loans. If Employer is a post-secondary educational institution, the parties hereto represent and warrant to each other that the pricing and other terms and conditions for the services provided under this Agreement are unrelated to whether the post-secondary educational institution refers student loan business to Wells Fargo or to the amount of any such referrals.

(e) Successors and Assigns. This Agreement will be freely assignable by (i) Wells Fargo to any affiliate, which will mean Wells Fargo & Company, and any present or future company that controls, is controlled by, or is under common control with Wells Fargo, including any subsidiary of Wells Fargo & Company as defined under 12 U.S.C. §1841(d); and (ii) Employer to any entity controlling, controlled by or under common control with Employer. Each party agrees to provide to the other party prompt written notice of any such assignment. This Agreement may not be assigned by either party to an unrelated third party without the prior written consent of the other party, which will not be unreasonably withheld.

(f) Severability. If any provision of this Agreement is rendered invalid or unenforceable by any local, state, or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect.

(g) Notices. Any notice required or desired to be given relating to this Agreement will be in writing and will be either hand delivered, or sent by U.S. mail, postage prepaid and return-receipt requested (receipt will be deemed to be five calendar days after postmark by the U.S. Postal Service), or overnight courier or sent by email and addressed as provided below:

Wells Fargo:	Wells Fargo Health Benefit Services Wells Fargo Bank, N.A. P.O. Box 413042 Salt Lake City, UT 84141-3042
Employer:	_____ _____ _____ _____ Attn: _____ Email: _____ Facsimile: _____

Any notice of termination or breach under this Agreement must be delivered by hand or courier, charges prepaid, or by U.S. mail as provided above.

Notices given hereunder will be deemed given upon documented receipt. The addresses to which notices are to be sent may be changed by written notice given in accordance with this Section 15(g).

(h) Governing Law. The laws of the State of Minnesota will govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder, without giving effect to principles of conflicts of law.

(i) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, either with original signatures or facsimile signatures, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(j) Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement will be valid or binding.

(k) Independent Advice. Employer understands that Wells Fargo is not giving Employer or the Account Holder any legal, tax or financial advice concerning any of the matters relating to this Agreement. Employer acknowledges that it has had the opportunity to consult with its independent legal, tax and financial advisors and is not relying on Wells Fargo for any such advice and is not expecting Wells Fargo to provide any such advice to an Account Holder.

(l) Force Majeure. Neither Wells Fargo nor Employer will be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, unauthorized access, theft, or acts in compliance with any law or government regulation.

(m) Waiver. Neither party may by its conduct alone waive the right to any performance owed under this Agreement, and any effective waiver of any breach will not be construed as a waiver of any other breach.

(n) Survival. The provisions of this Agreement that by their operation or effect apply after the expiration or termination of this Agreement will apply after such expiration or termination, including but not limited to Sections 9(e) (Indemnification), 10 (Limitation of Liability), 11 (Dispute Resolution), 12 (Arbitration), 13 (Intellectual Property), 14 (Confidentiality), and Section 15 (Miscellaneous).

(o) Subcontracting. Wells Fargo may, in its sole discretion, subcontract any of its obligations under this Agreement. Wells Fargo agrees that it will enter into a subcontract dealing directly with the performance of obligations hereunder that is consistent with the terms and conditions of this Agreement. Wells Fargo agrees to be solely responsible to pay any subcontractor that it engages under this Agreement (each, a “Subcontractor”) and for the performance of any Subcontractor.

(p) No Third Party Beneficiaries. Nothing in this Agreement is intended to create, or will be deemed or construed to create, any rights or remedies in any third party including, without limitation Account Holders. Nothing contained herein will operate (or be construed to operate) in any manner whatsoever to increase the rights of any such person or entity or the duties or responsibilities of Wells Fargo or Employer with respect to such persons or entities.

(q) Addenda. Each Addendum to this Agreement is made a part of this Agreement as though set forth fully herein. Unless otherwise specifically set forth in an Addendum, any provision of this Agreement that is in conflict with any provision set forth in an Addendum will take precedence and supersede the conflicting provision of the Addendum with respect to the subject matter covered by that provision of this Agreement.

(r) Headings. The headings in this Agreement have been included solely for reference and are to have no force or effect in interpreting its provisions.

[The remainder of this page is intentionally left blank.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

EMPLOYER

By:

Date

Title:

Wells Fargo Health Benefit Services, a division of Wells Fargo Bank, N.A.

By:

Date

Title:

Addendum A

Fee Schedule

HSA Account Holder Monthly Service Fee \$4.25

(To the extent the HSA Account Holder Monthly Service Fee is not paid by Employer or an insurance carrier, each HSA will be responsible for payment of this fee.) See attached Employer fee schedule for all other fees.

Employer fee schedule

Fees may vary and are subject to change

This fee schedule provides the basic fees that may be charged to Employer Groups as part of setting up and administering an HSA program. Fees associated with individual HSAs for Accountholders can be found on the Accountholder Fee Schedule. Fees may be subject to state and local taxes, which vary by location.

Other service fees

Non-standard file transmission method, format, or layout Reviewed as necessary

Research/special handling fee

Bulk account closure fee \$25.00 per account closed

Research fee \$50.00/hour (\$50.00 minimum)

Other fees

Outstanding balance fee: A fee will be assessed to those employers whose account has not been paid within 30 days (if invoice method is chosen). 2% of the outstanding balance or \$10, whichever is greater, to a maximum of \$50

Paper enrollments \$0.50 for each employee application

Paper check contributions \$0.50 for each employee contribution

Paper reports \$5.00 each

Addendum B

Commercial Electronic Office® (CEO®) Health Benefit Services Service Description

- 1. Introduction.** This *Commercial Electronic Office* (“CEO”) Health Benefit Services Service Description (“Service Description”) is part of the Health Savings Account Administrative Services Agreement (“Agreement”). The “Employer” is the company identified in the Agreement as “Employer”.
- 2. Description of Service.** The CEO is Wells Fargo’s electronic banking portal that is accessed via the Internet. Authorized Representatives (see Section 3) may access the Health Benefit Services web pages on the CEO (a) to administer an HSA benefit program (“HSA Services”) and (b) to access third-party sites Wells Fargo may make available through the CEO. Wells Fargo offers different channels through which Employer may access the CEO that may include without limitation personal computers and mobile devices. Wells Fargo may add or eliminate channels at any time. An HSA Service or third party site accessible through one channel may not be accessible through another channel. This Service Description applies only to the Health Benefit Services web pages on the CEO, the portion of the portal applicable to HSA Services. Employer may access other services via the CEO, e.g. treasury management and money transfer services, that are covered under separate Service Descriptions with Wells Fargo.
- 3. Access to the CEO.** When Employer enrolls in the CEO and as Wells Fargo may determine is necessary after enrollment, Wells Fargo will (in accordance with Section 4) provide one or more secure means of accessing the HSA Services (each a “Log-On Credential”) to the persons who are authorized to access the CEO on Employer’s behalf (each an “Authorized Representative”). Log-On Credentials may include without limitation Employer and user IDs, passwords, token IDs and other means of providing secure access to the HSA Service that Wells Fargo adopts after the date Employer begins using the CEO and may be changed by Wells Fargo at any time. Wells Fargo will have no obligation to Employer to authenticate separately any communication Wells Fargo receives in Employer’s name through the CEO, whether or not an Authorized Representative actually issued the communication. Wells Fargo may, at Wells Fargo’s sole option, contact Employer with respect to any communication Wells Fargo receives in Employer’s name, but Wells Fargo’s election to contact Employer with respect to one or more communication will not obligate Wells Fargo to contact Employer with respect to any subsequent communication Wells Fargo receives in Employer’s name.
- 4. Administration of the CEO.**
 - 4.1. General.** Wells Fargo offers two options for administering the HSA Services via the Health Benefit Services web pages of the CEO: (a) self-administration and (b) Wells Fargo administration.
 - 4.2. Self-Administration.** If Employer enrolls in Wells Fargo’s self-administration option, there are three categories of Authorized Representatives: “Employer Administrator”, “Administrator” or “User”. Wells Fargo provides Wells Fargo’s then-current Log-On Credentials only to Employer’s initial Employer Administrator(s) who will (a) assign Wells Fargo’s Log-On Credentials to other individuals and (b) designate each such individual as (i) an Employer Administrator, who may perform all functions of Employer’s initial Employer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those HSA Services as designated by an Employer Administrator or an Administrator and those in which Wells Fargo’s permits a User to self-enroll. Employer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative.
 - 4.3. Wells Fargo Administration.** If Employer does not enroll in Wells Fargo’s self-administration option, there is one category of Authorized Representatives: Users. Wells Fargo will assign Wells Fargo’s then-current Log-On credentials to each User Employer designates. Each User Employer designates will remain authorized until Wells Fargo has a reasonable time to act after receiving Employer’s notification that the User is no longer so authorized.
- 5. Restricting or Terminating Access to the CEO.** Wells Fargo will not be obligated to permit any Authorized Representative to use any HSA Service through the Health Benefit Services web pages of the CEO if Wells Fargo determines such use is (a) not in accordance with any term applicable to the CEO; (b) not permitted by any state or federal law or regulation; (c) not authorized by Employer or any third person whose authorization Wells Fargo believes is necessary for such use; or (d) should be denied for Employer’s or Wells Fargo’s protection (without Wells Fargo agreeing to, or being required to, make this determination in any circumstance).
- 6. Employer Representations and Warranties.** Employer represents and warrants to Wells Fargo:
 - 6.1.** Employer’s governing body has duly authorized each Authorized Representative, regardless of whether Employer enrolls in Wells Fargo’s self-administration option, Wells Fargo Administration or whether the individual is designated to act as Employer Administrator, Administrator or User; and
 - 6.2.** Employer will preserve the confidentiality of the Log-On Credentials and immediately notify Wells Fargo if Employer becomes aware or suspects that any Log-On Credential may have been compromised.

7. **Employer's Agreement to Indemnify Wells Fargo.** Employer will indemnify and hold Wells Fargo, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Employer contained in this Service Description.
8. **Survival.** Sections 3, 4, 5, 6, and 7 will survive termination of the HSA Services.
9. **Priority.** In event of a conflict between this Service Description and the Agreement, this Service Description will control.

Addendum C

**Wells Fargo Health Saving Account
Account Authorization Form**

Enrollment Election

I want to establish a Health Savings Account (“HSA”) at Wells Fargo Bank, N.A. (“Wells Fargo”). I certify that I am eligible to contribute to an HSA under Internal Revenue Code Section 223. I understand that I may access the agreements governing my HSA via the Wells Fargo Health Account ManagerSM web portal online at www.wellsfargo.com/hsa or by calling 866-884-7374. I further understand that a copy of the agreements governing my HSA will be sent to me in a “welcome packet” after my HSA is opened and that I will have seven (7) business days to revoke my HSA after the welcome packet is sent.

Appointment of Employer as Special Agent for Account Opening Purposes

By signing in below, I appoint _____ (“Employer”) as my special agent for purposes of opening a Wells Fargo HSA.

As my special agent, Employer will receive a notice from Wells Fargo on my behalf, which explains that, consistent with its efforts to help the government of the United States fight money laundering activities and terrorism funding, Wells Fargo obtains, verifies and records information to identify each individual who opens a Wells Fargo HSA. I hereby provide the Identifying Information listed below to Employer and authorize Employer to forward this information to Wells Fargo on my behalf in furtherance of my establishing a Wells Fargo HSA.

I agree that Employer will be my special agent unless and until the earlier of the following three events occurs: (i) I submit written notice to Employer that I intend to terminate this appointment, and Employer has a reasonable period of time to act on such notice; (ii) I receive my HSA “welcome packet” from Wells Fargo; or (iii) I receive a notice from Wells Fargo that my application for an HSA has been declined.

Identifying Information: Employee Name, Address, Date of Birth, Social Security Number, Phone Number, Country of Citizenship

Print: _____
First Name Middle Initial Last Name

Print: _____
Residential Street Address (No P.O. Box) City State Zip Code

_____/_____/_____
Date of Birth (mm/dd/yyyy) Social Security Number Home/Cell Phone Number

Country of Citizenship Residency Status
(U.S. Citizen or Permanent/Resident Alien or Non-Permanent/Non-Resident Alien)

Signature of Employee

By signing below, I agree to the above. I also authorize Wells Fargo to make any inquiries that it considers appropriate to determine if it should open and maintain my HSA. This may include ordering my credit (or other) report (e.g., information from any motor vehicle department or other state agency).

Employee Signature Date

Please fill out, sign and return this form to your Employer. Do not send this form to Wells Fargo Health Benefit Services.

How can we help?

1-866-449-9929

wellsfargo.com/hsa

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE