

## Health Savings Accounts Application Guide

**Health Savings Account (HSA) Application** – Complete, sign, and make a copy of the completed application before returning it to the bank.

**Section 1** – Select if Health Plan coverage is Single or Family

**Section 2** – HSA Owner Information - Complete the personal information requested:

- Name
- Address
- Phone Number
- Email Address (if applicable)
- Account/Plan Number (leave blank)
- Taxpayer ID Number (SS#)
- Date of Birth
- Identification Type (*Driver's License, State ID*)
- Identification Number
- Issued By
- Issued Date
- Expiration Date
- Citizenship Information

**Section 3** – Contribution Information – Complete the account information requested:

- Contribution Source
- HSA Eligibility Certification

**Section 4** – Beneficiary Designation – Complete the beneficiary information:

- Beneficiary Type and Percentage
- Beneficiary's Name
- Beneficiary's Address
- Beneficiary's Phone Number
- Beneficiary's Tax ID Number (SS#)
- Beneficiary's Date of Birth
- Relationship to HSA Owner

**Section 5** – Spousal Consent: If an Ohio resident, leave this section blank, otherwise fill in.

**Section 6** – Authorized Signer (if desired)

- Authorized Signer's Name
- Authorized Signer's Date of Birth
- Authorized Signer's Address
- Relationship to HSA Owner
- Authorized Signer's Tax ID Number (SS#)

**Section 7** – HSA Authorized Signer Acknowledgement and Agreement / HSA Owner Acknowledgment

- HSA Owner and HSA Authorized Signer's signatures are needed

**HSA Identification Information and Debit Card Application** – Complete and sign the form (including the authorized signer when applicable), and then return it to the bank. Make sure to notate if debit cards are needed.

**HSA Transfer Request** (if applicable) - Complete and sign the form only if transferring an HSA account from one financial institution to another.

**Driver's License** – Need a color copy of account owner and authorized signer (if applicable).

**Checks** – All customers will receive a book of 25 free checks.

**Debit Cards** – Both the account owner and authorized signer may have a debit card.

\*Authorized Signer – Fill out the authorized signer section of the debit card application to identify the authorized signer and verify their personal information. This section must be completed whether a debit card is needed or not.



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|   |  |
|---|--|
| <b>HSA APPLICATION</b><br><br><h2 style="margin: 0;">The Commercial &amp; Savings Bank</h2> | <b>HSA #1</b> <input type="checkbox"/> <b>TRUSTEE Single</b> <input type="checkbox"/> <b>CUSTODIAN Family</b><br><br><hr/> <hr/> |
|---|--|

Use this *HSA Application* to open a Health Savings Account (HSA).

**#2 HSA OWNER INFORMATION**

|   |   |
|---|---|
| <b>Name:</b> _____<br><b>Residence Address:</b> _____<br><br><b>Primary Phone:</b> _____<br><b>Email Address:</b> _____<br><b>Verification:</b> _____<br><input type="checkbox"/> Check to indicate that the mailing address is different than the HSA Owner's residential address. | <b>Account/Plan Number:</b> _____<br><b>Taxpayer ID Number:</b> _____ <b>Date of Birth:</b> _____<br><b>Identification Type:</b> _____<br><b>Identification Number:</b> _____<br><b>Issued By:</b> _____ <b>Location:</b> _____<br><b>Issue Date:</b> _____ <b>Expiration Date:</b> _____<br><b>U.S. Citizen:</b> <input type="checkbox"/> Citizen <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien<br><b>Country:</b> _____<br><br><input type="checkbox"/> Check here if amendment |
|---|---|

**#3 CONTRIBUTION INFORMATION**

| Type                | Current Year Amount | Carryback Prior Year* Amount | Tax Year |   |
|---------------------|---------------------|------------------------------|----------|---|
| Regular             | \$ _____            | \$ _____                     |          | <b>Contribution Date:</b> _____<br><b>Total Amount: \$</b> _____<br><br><b>Contribution Source:</b><br><input type="checkbox"/> HSA Owner<br><input type="checkbox"/> Employer<br><input type="checkbox"/> Other: _____ |
| Catch-up (age 55 +) | \$ _____            | \$ _____                     |          |   |
| Transfer            | \$ _____            | N/A                          | N/A      |   |
| Rollover            | \$ _____            | N/A                          | N/A      |   |
| Other:              | \$ _____            | \$ _____                     |          |   |

\* A prior year contribution is made in one tax year and credited for the prior year and must be made by your tax filing due date, excluding extensions.

**HSA ELIGIBILITY CERTIFICATION**

I am eligible to establish an HSA and certify the following. (All must be answered "True" to be eligible to establish an HSA to receive regular or catch-up contributions).

True     False    1. I am covered under a qualifying High Deductible Health Plan (HDHP) effective \_\_\_\_\_.

True     False    2. I am not covered under any other insurance plans that are not HDHP (with certain exceptions for plans providing certain limited types of coverage).

True     False    3. I am not enrolled in Medicare.

True     False    4. I am not able to be claimed as a dependent on someone else's tax return.

**INVESTMENT SELECTION**

Indicate the investment(s) into which the contribution will be deposited.

| Investment Description | Account/Ref. Number | Amount   | or | Share Percentage |
|------------------------|---------------------|----------|----|------------------|
| 1. _____               | # _____             | \$ _____ |    | _____ %          |
| 2. _____               | # _____             | \$ _____ |    | _____ %          |
| 3. _____               | # _____             | \$ _____ |    | _____ %          |
| 4. _____               | # _____             | \$ _____ |    | _____ %          |

**ROLLOVER CERTIFICATION**

Rollover From:     HSA     MSA     Other: \_\_\_\_\_

Rollover Amount: \$ \_\_\_\_\_

**Certification:** All questions must be answered, "yes" to be eligible for a rollover.

|  |                          |                          |
|--|--------------------------|--------------------------|
| 1. Is the source of the rollover funds from another HSA or Archer Medical Savings Account (MSA)? | Yes                      | No                       |
| 2. Is the rollover deposit being completed within 60 days of receipt of the distribution?        | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is this the only HSA rollover deposit you have made in the last 12 months?                    | <input type="checkbox"/> | <input type="checkbox"/> |

**#4 BENEFICIARY DESIGNATION**

Designate beneficiaries below. If the primary or contingent status is not indicated, the individual or entity will be considered a Primary beneficiary. After your death, your HSA assets will be distributed in equal shares (unless indicated otherwise) to the Primary beneficiaries who survive you. If no primary beneficiaries are living when you die, your HSA assets will be distributed in equal shares (unless otherwise indicated) to the Contingent beneficiaries who survive you. You may revoke or change the beneficiary designation at any time by completing a new *IRA/HSA Beneficiary Designation* form and providing it to the Trustee/Custodian.

|   |   |
|---|---|
| <b>Type:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Contingent <b>Share Percentage:</b> _____ %<br><b>Name:</b> _____<br><b>Address:</b> _____<br><br><b>Phone:</b> _____<br><b>Tax ID Number:</b> _____ <b>Date of Birth:</b> _____<br><b>Relationship to HSA Owner:</b> <input type="checkbox"/> Spouse <input type="checkbox"/> Nonspouse | <b>Type:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Contingent <b>Share Percentage:</b> _____ %<br><b>Name:</b> _____<br><b>Address:</b> _____<br><br><b>Phone:</b> _____<br><b>Tax ID Number:</b> _____ <b>Date of Birth:</b> _____<br><b>Relationship to HSA Owner:</b> <input type="checkbox"/> Spouse <input type="checkbox"/> Nonspouse |
| <b>Type:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Contingent <b>Share Percentage:</b> _____ %<br><b>Name:</b> _____<br><b>Address:</b> _____<br><br><b>Phone:</b> _____<br><b>Tax ID Number:</b> _____ <b>Date of Birth:</b> _____<br><b>Relationship to HSA Owner:</b> <input type="checkbox"/> Spouse <input type="checkbox"/> Nonspouse | <b>Type:</b> <input type="checkbox"/> Primary <input type="checkbox"/> Contingent <b>Share Percentage:</b> _____ %<br><b>Name:</b> _____<br><b>Address:</b> _____<br><br><b>Phone:</b> _____<br><b>Tax ID Number:</b> _____ <b>Date of Birth:</b> _____<br><b>Relationship to HSA Owner:</b> <input type="checkbox"/> Spouse <input type="checkbox"/> Nonspouse |

*IRA/HSA Beneficiary Addendum* attached and signed for additional beneficiaries.

#5 SPOUSAL CONSENT

HSA owners who reside in or whose HSA Trust/Custodial Account is located in a community or marital property state should review this section.

This section may have important tax consequences to you and your spouse. It is your responsibility to determine whether spousal consent is necessary and therefore you should seek the guidance of a tax or legal professional prior to completing.

I Am Not Married – I understand that if I become married in the future, I must complete a new beneficiary designation form that includes the spousal consent provisions.

I Am Married – I understand that if I designate a primary beneficiary other than my spouse, my spouse must sign below.

**Consent of Spouse.** By signing below, I acknowledge that I am the spouse of the HSA owner and agree with and consent to my spouse's designation of a Primary beneficiary other than, or in addition to, me. I understand that with my consent I transfer my community property interest in this HSA to my spouse as his or her separate property. I have been advised to consult a competent advisor and I assume all responsibility regarding this consent. The Trustee/Custodian has not provided me any legal or tax advice.

Signature of

Spouse X \_\_\_\_\_ Date \_\_\_\_\_ Witness X \_\_\_\_\_ Date \_\_\_\_\_

#6 AUTHORIZED SIGNER

To permit someone else (such as your spouse) to authorize payments from your HSA (e.g., to write checks or use a debit card, if applicable), complete the information below and have the additional authorized person sign the "Acknowledgement" section at bottom. When Nondurable is checked, the authority of the Authorized Signer ends at your incapacity or disability.

Durable  Nondurable

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#7

**HSA AUTHORIZED SIGNER ACKNOWLEDGEMENT AND AGREEMENT:**

**Account Owner Statement:** By signing below, you acknowledge and agree that you understand the statements above and have designated the named individual as Authorized Signer on this HSA.

Signature of

HSA Owner X \_\_\_\_\_ Date \_\_\_\_\_

**Authorized Signer Statement:** As an Authorized Signer, you understand that you are not the account owner. You agree to immediately notify this financial institution in writing of the account owner's death. You acknowledge and agree that you shall not use this account after the owner's death.

Signature of Authorized X \_\_\_\_\_ Date \_\_\_\_\_  
Signer

**ACKNOWLEDGMENT**

By signing this *HSA Application*, I certify that the information I have provided is true, correct, and complete, and the Trustee/Custodian may rely on what I have provided. In addition, I have read and received copies of this HSA Application, the applicable IRS Form 5305, and the Disclosure Statement, including the applicable fee schedule, for this HSA. I agree to be bound to their terms and conditions.

I understand that the Trustee/Custodian has no duty or responsibility to determine whether my HDHP complies with the requirements of Section 223 of the Internal Revenue Code nor to determine or validate whether distributions I take from my HSA are used to pay for qualifying medical expenses. I assume all responsibilities for the HSA transactions I conduct, and I will indemnify and hold the Trustee/Custodian harmless from any consequences related to executing my directions. If I have indicated any amounts as prior year contributions, I understand the contributions will be credited for the prior tax year. I have been advised to seek competent legal and tax advice and have not been provided any such advice from the Trustee/Custodian.

Signature Of  
HSA Owner

X \_\_\_\_\_ Date \_\_\_\_\_

Signature Of  
Authorized Signer

X \_\_\_\_\_ Date \_\_\_\_\_

Signature of HSA Trustee/  
Custodian Representative

X \_\_\_\_\_ Date \_\_\_\_\_

## HSA Identification Information and Debit Card Application – OWNER

| HSA Identification Information  |                                 |
|---|---------------------------------|
| <i>Please fill in the following information and return with your completed HSA Application.</i> |                                 |
| <b>Full Legal Name:</b> _____   | <b>Social Security #:</b> _____ |
| <b>Physical Address:</b> _____  |                                 |
| <b>Mailing Address:</b> _____   |                                 |
| <b>Home Phone #:</b> _____  | <b>Cell Phone #:</b> _____      |
| <b>Email Address:</b> _____   | <b>Date of Birth:</b> _____     |
| <b>Driver's License #:</b> _____  | <b>State:</b> _____             |
| <b>Issue Date:</b> _____  | <b>Expiration Date:</b> _____   |
| <i>Attach a copy of the ID. Make sure photocopy is clear and legible.</i>                       |                                 |
| <b>Mother's Maiden Name:</b> _____  |                                 |
| <b>Security Question:</b> _____   | <b>Answer:</b> _____            |
| <b>Employer's Name:</b> _____   |                                 |
| <b>Occupation:</b> _____  | <b>Work Phone #:</b> _____      |

**Would you like a debit card:**  Yes  No *If yes, complete the Debit Card Application below for the owner*

### Debit Card Application

| Card Authorizations ONLY   |  |              |  |
|--|--|--------------|--|
| <p>By signing below, I am applying for a Commercial &amp; Savings Bank ATM or Debit Card. I understand that this is not a credit card and that the dollar amount of the purchases made with an everyday debit card will be deducted from my HSA account. The Commercial &amp; Savings Bank will not pay overdrafts on everyday debit card transaction made on my HSA account. I authorize The Commercial &amp; Savings Bank to verify the information provided above and to request a credit report if necessary. The Commercial &amp; Savings Bank ATM and Debit cards are available for qualified customers only. Other requirements may apply. I agree to be bound by the terms and conditions covered in the appropriate Disclosure Statements and Card Holder Agreements. By signing below, the undersigned request(s) the described services and agrees to the terms and conditions governing the services, including any fees and charges. The undersigned agree(s) that all information is accurate.</p> |  |              |  |
| Signature - Debit Card ONLY  |  |              |  |
| <b>Customer Signature:</b>   |  | <b>Date:</b> |  |
| <b>Customer Name:</b>  |  |              |  |



|                                       |  |
|---------------------------------------|--|
| INTERNAL USE ONLY   INTERNAL USE ONLY |  |
| CIF #:                                |  |
| Card #:                               |  |
| Instant Issue:                        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Card(s) Sent To:                      |  |

## HSA Identification Information and Debit Card Application – AUTHORIZED SIGNER

| HSA Identification Information  |                          |
|---|--------------------------|
| <i>If applicable please fill in the following information and return with your completed HSA Application.</i> |                          |
| Full Legal Name: _____  | Social Security #: _____ |
| Physical Address: _____   |                          |
| Mailing Address: _____  |                          |
| Home Phone #: _____   | Cell Phone #: _____      |
| Email Address: _____  | Date of Birth: _____     |
| Driver's License #: _____   | State: _____             |
| Issue Date: _____   | Expiration Date: _____   |
| <i>Attach a copy of the ID. Make sure photocopy is clear and legible.</i>                                     |                          |
| Mother's Maiden Name: _____   |                          |
| Security Question: _____  | Answer: _____            |
| Employer's Name: _____  |                          |
| Occupation: _____   | Work Phone #: _____      |

Would you like a debit card:  Yes  No *If yes, complete the Debit Card Application below for the authorized signer*

### Debit Card Application

#### Card Authorizations ONLY

By signing below, I am applying for a Commercial & Savings Bank ATM or Debit Card. I understand that this is not a credit card and that the dollar amount of the purchases made with an everyday debit card will be deducted from my HSA account. The Commercial & Savings Bank will not pay overdrafts on everyday debit card transaction made on my HSA account. I authorize The Commercial & Savings Bank to verify the information provided above and to request a credit report if necessary. The Commercial & Savings Bank ATM and Debit cards are available for qualified customers only. Other requirements may apply. I agree to be bound by the terms and conditions covered in the appropriate Disclosure Statements and Card Holder Agreements. By signing below, the undersigned request(s) the described services and agrees to the terms and conditions governing the services, including any fees and charges. The undersigned agree(s) that all information is accurate.

#### Signature - Debit Card ONLY

|                            |  |              |  |
|----------------------------|--|--------------|--|
| <b>Customer Signature:</b> |  | <b>Date:</b> |  |
| <b>Customer Name:</b>      |  |              |  |



|                                    |   |
|------------------------------------|---|
| <p><b>HSA TRANSFER REQUEST</b></p> | <p><b>Receiving HSA</b>      <input type="checkbox"/> TRUSTEE      <input checked="" type="checkbox"/> CUSTODIAN</p> <p>CSB Attention HSA Administrator<br/>91 North Clay<br/>Millersburg, OH.44654</p> |
|------------------------------------|---|

The *HSA Transfer Request* gathers information about a HSA direct transfer, authorizes the existing Trustee/Custodian to transfer the funds, and provides details regarding the investment liquidation.

|  |   |
|--|---|
| <p><b>Type of Transfer:</b></p> <p><input checked="" type="checkbox"/> MSA or HSA to HSA      <input type="checkbox"/> Traditional IRA or Roth IRA to HSA*</p> | <p><b>Receiving HSA Plan Number:</b></p> <p>_____</p> |
|--|---|

\*Note: A contribution transferred directly from a Traditional IRA or a Roth IRA as tax-free qualified HSA funding distribution is subject to HSA contribution limits and other eligibility restrictions. Qualified HSA funding distributions are reported to the IRS as HSA contributions. Please consult your tax advisor to discuss potential tax consequences that could result if a qualified funding HSA distribution is ineligible or you do not remain eligible for the required period of time.

**DISTRIBUTING HSA OWNER INFORMATION**

**Name:** \_\_\_\_\_ **Taxpayer ID Number:** \_\_\_\_\_ **D.O.B.:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

\_\_\_\_\_ **Primary Phone:** \_\_\_\_\_

\_\_\_\_\_ **Email Address:** \_\_\_\_\_

Check to indicate that the mailing address is different than the HSA Owner's residential address.

**TRANSFER INSTRUCTIONS**

**Transfer By:**     HSA Owner       Spouse Beneficiary

Name: \_\_\_\_\_ Taxpayer ID Number: \_\_\_\_\_

Address: \_\_\_\_\_ D.O.B.: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Current HSA Trustee/Custodian**

**Name of HSA Trustee/Custodian:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Current HSA Account/Plan Number:** \_\_\_\_\_

\_\_\_\_\_ **Branch Reference Number:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Transfer Amount:**     The entire HSA balance       A portion of the HSA as follows:

| Investment Description | Amount/No. Shares | Transfer-   |
|------------------------|-------------------|---|
| Health Savings Account | 100%              | <input checked="" type="checkbox"/> Immediately <input type="checkbox"/> At Maturity<br><input checked="" type="checkbox"/> In-kind <input type="checkbox"/> Other: _____<br><input type="checkbox"/> Immediately <input type="checkbox"/> At Maturity<br><input type="checkbox"/> In-kind <input type="checkbox"/> Other: _____<br><input type="checkbox"/> Immediately <input type="checkbox"/> At Maturity<br><input type="checkbox"/> In-kind <input type="checkbox"/> Other: _____ |
| _____                  | _____             |   |
| _____                  | _____             |   |

**Transfer Method:**     Mail a check made payable as follows: The Commercial & Savings Bank as the HSA

Trustee     Custodian for the benefit of \_\_\_\_\_ HSA.

Send a wire transfer as follows: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Account Title: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Special Instructions:**

**ACKNOWLEDGMENT**

By signing this *HSA Transfer Request*, I certify that the information I have provided is true and correct and I authorize the Trustee/Custodian to transfer the HSA as instructed above. I understand that I am responsible for ensuring I am eligible to authorize this transfer and I assume all responsibilities for any consequences as a result of my actions. If the contribution contains dollars directly transferred from an IRA as a qualified HSA funding distribution, I irrevocably designate this deposit as a qualified HSA funding distribution. I will indemnify and hold the Trustee/Custodian harmless from any consequences related to executing my directions. I have been advised to seek competent legal and tax advice and have not been provided any such advice by the Trustee/Custodian. The Trustee/Custodian agrees to accept this transfer as instructed above.

|  |  |
|--|--|
| <p>Signature of HSA Owner (or other Authorized person)    X _____</p> <p style="text-align: right;">Date</p> | <p>Signature of Receiving HSA Trustee/Custodian Representative    X _____</p> <p style="text-align: right;">Date</p> |
|--|--|

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**Health Savings Custodial Account**  
(Under section 223(a) of the Internal Revenue Code)

The Account Owner named on the HSA Application is establishing this Health Savings Account (HSA) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and dependents. The Account Owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a High Deductible Health Plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. The amount indicated on the Application, in cash, is assigned to this Custodial Account. The Account Owner has assigned to this Custodial Account the amount indicated on the Application. The Account Owner and the Custodian make the following agreement:

**ARTICLE I**

1. The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member, or any other person). No contribution will be accepted by the Custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
3. 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 limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

**ARTICLE II**

1. For calendar year 2011, the maximum annual contribution limit for an Account Owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an Account Owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

**ARTICLE III**

It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

**ARTICLE IV**

The Account Owner's interest in the balance in the Custodial Account is nonforfeitable.

**ARTICLE V**

1. No part of the Custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

**ARTICLE VI**

1. Distributions of funds from this HSA may be made upon the direction of the Account Owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Account Owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Account Owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

**ARTICLE VII**

If the Account Owner dies before the entire interest in the Custodial Account is distributed, the entire Account will be disposed of as follows:

1. If the Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Account Owner's estate, the fair market value of the Custodial Account as of the date of death is taxable on the Account Owner's final

return. For other beneficiaries, the fair market value of the Custodial Account is taxable to that person in the tax year that includes such date.

#### ARTICLE VIII

1. The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

#### ARTICLE IX

Notwithstanding any other article that may be added or incorporated into this Agreement, the provisions of Articles I through VIII and this sentence are controlling. Any additional article in this Agreement inconsistent with section 223 or IRS published guidance will be void.

#### ARTICLE X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

#### ARTICLE XI

##### Definitions

The IRS refers to you as the Account Owner, and us as the Custodian. References to "you" and "your" mean the Account Owner, and references to "we" mean the Custodian.

**Account Owner.** *Account Owner* means the individual named as the HSA owner on the Application for whose benefit the HSA is established.

**Agreement.** *Agreement* means the Health Savings Account Custodial Agreement (IRS Form 5305-C), Application, Disclosure Statement, and accompanying documentation. The Agreement may be amended from time to time as provided in Article X. In the event of a conflict between the terms of this Plan Agreement and the terms of or language referenced in the Plan Disclosure, Application or Contribution document, Request document, Distribution document or Maintenance document, the terms of this Plan Agreement shall control.

**Application.** *Application* means the legal document that establishes this Health Savings Account after accepted by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into this Health Savings Account Agreement.

**Authorized Agent.** *Authorized Agent* means the individual(s) appointed in writing by the Account Owner (or by the Beneficiary following the Account Owner's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Account Owner.

**Code.** *Code* means the Internal Revenue Code.

**Custodial Account.** *Custodial Account* means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Account Owner and the Account Owner's Beneficiaries.

**Custodian.** A Custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a Custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

**High Deductible Health Plan (HDHP).** For calendar year 2020, an HDHP for self-only coverage has a minimum annual deductible of \$1,400 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$6,900. In 2021, the minimum annual deductible for self-only coverage is \$1,400 and the annual out-of-pocket maximum is \$7,000. For calendar year 2020, an HDHP for family coverage has a minimum annual deductible of \$2,800 and an annual out-of-pocket maximum of \$13,800. In 2021, the minimum annual deductible for family coverage is \$2,800 and the annual out-of-pocket maximum is \$14,000. These limits are subject to cost-of-living adjustments after 2021.

**Identifying Number.** The Account Owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required only for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for an HSA.

**Qualified Medical Expenses.** *Qualified Medical Expenses* are amounts paid for medical care as defined in section 213(d) for the Account Owner, his or her spouse, or dependents (as defined in section 152), but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

**Regulations.** *Regulations* mean the U.S. Treasury Regulations.

**Self-only Coverage and Family Coverage Under an HDHP.** Family coverage means coverage that is not self-only coverage.

**ACCOUNT OWNER'S RESPONSIBILITIES.** All information that the Account Owner has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Account Owner will comply with all legal requirements governing this Agreement and assume all responsibility for their actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Account Owner is responsible for determining the suitability of the High Deductible Health Plan associated with this HSA. The Account Owner agrees to indemnify and hold the Custodian harmless for any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner the HDHP associated with this HSA.

Subject to the policies and practices of the Custodian, the Account Owner may delegate certain responsibilities by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian may fully rely on instructions from the Authorized Agent as if the Custodian had received the instructions from the Account Owner. The Account Owner will provide the Custodian the information the Custodian believes appropriate to

comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable Fee Schedule.

**CONTRIBUTIONS.** Except for certain rollovers and transfers, the Custodian will not accept contributions to the Custodial Account for any year that exceed the maximum amounts permitted by law, as indexed each year.

The Custodian reserves the right not to permit distributions to be returned to the Custodial Account due to "mistake of fact." However, any acceptance of a return of a mistaken distribution from the Custodial Account by the Custodian will be based on relevant facts and circumstances, including the Account Owner's certification that there is clear and convincing evidence that the amounts were distributed from the HSA because of a mistake of fact due to reasonable causes, and whether the amounts are being returned by April 15 following the first year the Account Owner knew or should have known the distribution was a mistake. The Account Owner will indemnify and hold the Custodian harmless for any taxes, penalties, or losses incurred by his or her actions or inactions regarding a return of a mistaken distribution from the Custodial Account.

**INVESTMENT RESPONSIBILITIES.** All investment decisions are the sole responsibility of the Account Owner, and the Account Owner is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Account Owner may delegate investment authority by appointing an Authorized Agent in writing or in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Account Owner.

The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Account Owner may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Account Owner or any issues relating to the management of the Custodial Account. The Account Owner will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Account Owner if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Account Owner are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Account Owner. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Account Owner or Authorized Agent.

The Account Owner will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

**BENEFICIARY DESIGNATION.** The Account Owner may designate any person(s) or entity(ies) as primary and contingent Beneficiaries by completing a written designation in a form and manner acceptable to the Custodian filed with the Custodian during the Account Owner's lifetime. Unless otherwise indicated, all subsequent Beneficiary designations revoke all prior designations. Beneficiaries may be changed or revoked by the Account Owner at any time by executing a written designation in a form and manner acceptable to the Custodian.

If the Account Owner is married and subject to the marital or community property laws that require the consent of the Account Owner's spouse to name a beneficiary other than or in addition to such spouse, the Account Owner understands that he or she is responsible for any and all tax and legal ramifications, and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Account Owner's death, if the primary designated beneficiary is the Account Owner's surviving spouse, the Custodial Account becomes the Custodial Account of such surviving spouse. If the primary designated beneficiary is someone other than a surviving spouse, the Custodial Account ceases to be an HSA as of the date of death, and the fair market value of the assets in the Custodial Account as of the date of death are includable in such person's gross income for the year of the Account Owner's death. If no primary Beneficiaries survive the Account Owner, the Custodial Account will be paid to surviving contingent Beneficiaries in equal shares, unless indicated otherwise. If no primary or contingent Beneficiaries survive the Account Owner, or if the Account Owner fails to designate beneficiaries during his or her lifetime, the Account Owner's estate is the Beneficiary and the fair market value of the Custodial Account will be included on the final tax return filed for the Account Owner's estate. No payment will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death as determined by the Custodian.

If a Beneficiary is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Account Owner represents and warrants that all beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Account Owner's Custodial Account consistent with the beneficiary designation. The Account Owner, for the Account Owner and the heirs, beneficiaries and estate of the Account Owner, agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities, and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such beneficiary designation and the terms of the Agreement.

**DISTRIBUTIONS.** The Account Owner may request distributions from the Custodial Account in a form and in a manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to

perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

The Custodian will not be liable for and the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Account Owner's actions or inactions regarding distributions from the Custodial Account, including whether the distributions are used to pay for Qualifying Medical Expenses. The Custodian reserves the right to reasonably restrict the frequency and amount of distributions from the Custodial Account.

**AMENDMENTS AND TERMINATION.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to Account Owner at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Account Owner. At the Account Owner's discretion, the Account Owner may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Account Owner may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Account Owner provides additional instructions. If no instructions are provided by the Account Owner to the Custodian within 30 days of the termination notice, and unless the Custodian and Account Owner agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian. The Custodian may resign at any time by providing 30 days written notice to the Account Owner. Upon receiving such written notice, the Account Owner will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgment from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Account Owner, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

By establishing a health savings account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

**INSTRUCTIONS, CHANGES OF ADDRESSES AND NOTICES.** The Account Owner is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian, unless otherwise indicated in writing by the Account Owner. Any notices required to be sent to the Account Owner by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian. If authorized by the Custodian and provided by the Account Owner in the Application, Account Agreement or other documentation acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

**FEES AND CHARGES.** The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's Fee Schedule or other disclosure document provided by the Custodian. The Custodian will provide the Account Owner 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account.

If the Custodian offers investments other than depository products, the Account Owner recognizes that the Custodian may receive compensation from other parties.

**TRANSFERS AND ROLLOVERS.** The Custodian will accept transfers and rollovers from other HSAs. The Account Owner represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account.

The Custodian will duly act on written instructions from the Account Owner received in a form and manner acceptable to the Custodian to transfer the HSA to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

## MISCELLANEOUS

**Account Owner's Age.** The Custodian will track the Account Owner's age and will rely on the information provided by the Account Owner.

**Agreement.** This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

**Authorized Agent.** If you have designated that the Authorized Agent shall continue to have power after your disability or incapacity, the Authorized Agent's authority survives your disability or incapacity. The Authorized Agent may act for a disabled or incapacitated party until the authority of the Authorized Agent is terminated. If you have designated that the Authorized Agent shall not have power after your disability or incapacity, the Authorized Agent's authority terminates upon your disability or incapacity. If you failed to specify whether the Authorized Agent's authority survives or instead terminates upon your disability or incapacity, the authority will be

presumed to survive your disability or incapacity. Your death terminates the authority of the Authorized Agent. We may continue to rely on the agency designation to the extent permitted by law until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

**Custodian Acquired/Merged.** If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian, that institution will automatically become the trustee or custodian of this Health Savings Account unless otherwise indicated.

**Custodian as Agent.** The Account Owner acknowledges that he/she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, regulations and rules associated with this Agreement. Further, the Account Owner acknowledges and understands that the Custodian will act solely as an agent for the Account Owner and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Account Owner and has no duty to question or independently verify or investigate any such information. The Account Owner will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

**Employer Contributions.** The Custodian is not responsible for monitoring Employer Contributions or notifying the Account Owner of any Employer Contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to Employer Contributions, and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA.

**Exclusive Benefit.** The Custodial Account is maintained for the exclusive benefit of the Account Owner and his or her Beneficiary(ies). To the extent permitted by law, no creditors of the Account Owner may at any time execute any lien, levy, assignment, attachment, or garnishment on any of the assets in the Custodial Account.

**Maintenance of Records.** The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article VIII of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Account Owner. The Account Owner approves any report furnished by the Custodian unless within 30 days of receiving the report, the Account Owner notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.

**Minimum Value.** The Custodian reserves the right to establish account minimums. The Custodian may resign or charge additional fees if the minimums are not met.

**Other Providers.** At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

**Severability.** If any part of this Agreement is invalid or in conflict with applicable law or regulations, the remaining portions of the Agreement will remain valid.

## GENERAL INSTRUCTIONS

*Section references are to the Internal Revenue Code unless otherwise noted.*

**What's New.** Additional Tax. For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified Medical expenses increases from 10% to 20%.

**Purpose of Form.** Form 5305-C is a model Custodial Account Agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the Account Owner and the Custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the Account Owner.

**Do not** file Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Pub. 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

## SPECIFIC INSTRUCTIONS

**Article XI.** Article XI and any that follow it may incorporate additional provisions that are agreed to by the Account Owner and Custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions and descriptions of prohibited transactions. Attach additional pages if necessary.