

*Dear member,*

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

- **Easy tools**

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

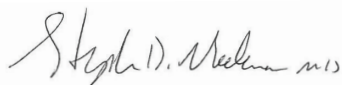
- **Convenience**

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

- **Account mentors**

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

We look forward to building health savings with you,



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

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

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

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

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*Account mentors*

## Helpful support, available every hour of every day

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

## HealthEquity®

15 W. Scenic Pointe Dr., Suite 100  
Draper, UT 84020

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# YOUR HSA

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

## HealthEquity

Health savings account (HSA)



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HealthEquity®

F03-L367-5 -0916

# GET STARTED

## 1 Activate your debit card

Instructions are included with your card.

## 2 Log on

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

## 3 Go green

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

## 4 Add a beneficiary

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

## 5 Learn more

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

## 6 Start saving

Decide how you will begin building your health savings:

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



# BUILD SAVINGS

## Paycheck deposits

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

## Electronic fund transfers (EFT)

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

## Transfer an existing HSA

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

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

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

<sup>1</sup>Investments available to HSA holders are subject to risk, including the possible loss of the principal invested and are not FDIC insured or guaranteed by HealthEquity. HSA holders making investments should review the applicable fund's prospectus. HealthEquity doesn't provide financial advice. Consult your advisor or the IRS with any questions on filing your tax return.

# HOW YOU WIN

## HSA funds roll over year after year

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

## HSAs are triple tax-advantaged

### 1. REDUCES YOUR FEDERAL INCOME TAXES.

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

### 2. EARNS INTEREST TAX-FREE.

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

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

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

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

## INCREASE YOUR HSA CONTRIBUTIONS

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



CONVENIENT  
ACCESS TO  
*your* HSA

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

At Home

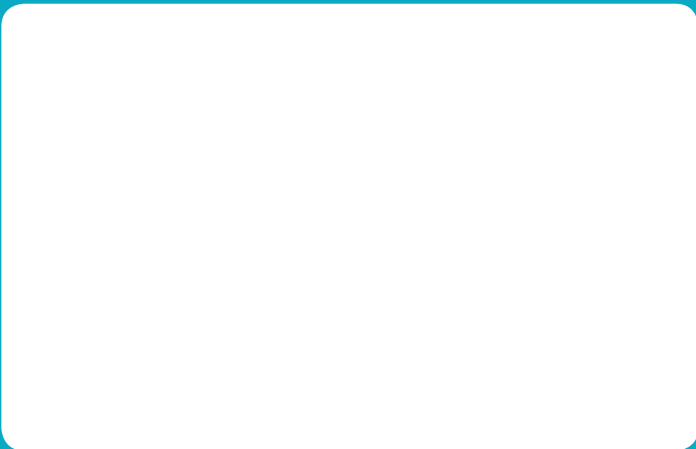
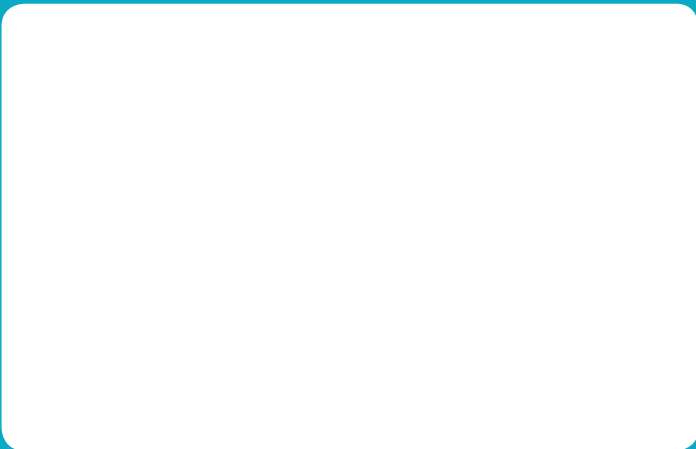
- Pay providers by phone.
- Remember to keep all receipts.

On the Go

- Pay for prescriptions at point of purchase.

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

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



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Visit your member  
portal to access  
account information.

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

To log on to your HealthEquity member portal:

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



HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT

The named account owner (the “Member”) is establishing this health savings account (the “Account”) with HealthEquity, Inc. (the “Custodian”) for the purpose of paying or reimbursing Qualified Medical Expenses (as defined below) of the Member, his or her spouse, and/or tax dependents.

By instructing the Custodian to open the Account, depositing funds in the Account or otherwise using the Account, the Member consents to the terms of this custodial agreement (this “Agreement”). The terms of this Agreement shall be binding upon the Custodian and the Member and their respective successors and assigns.

Nothing in this Agreement is intended as legal, tax, financial, investment or medical advice or advice in respect of estate planning or the consequences of a change in marital status. Additional information relating to health savings accounts (“HSAs”) may be found at [www.treasury.gov](http://www.treasury.gov) or in Internal Revenue Service (“IRS”) Publication 969 — Health Savings Accounts and Other Tax-Favored Health Plans. State-level taxation of HSAs varies from state to state. Always consult a professional when making important or life changing decisions.

The Member and the Custodian agree as follows:

ARTICLE I. CONTRIBUTIONS

- 1.01 The Custodian will accept cash contributions made by or on behalf of the Member and will hold such contributions at a bank or financial institution where such contributions are eligible for Federal Deposit Insurance Corporation (“FDIC”) insurance. Your account statements will set forth the name of the bank or financial institution where your cash deposits are held as of the end of the statement period.
- 1.02 Contributions for any tax year may be made at any time before the deadline for filing the Member’s federal income tax return for that year (without extensions).
- 1.03 Rollover contributions from an HSA or an Archer medical savings account (“Archer MSA”), unless prohibited under this Agreement, need not be in cash and are not subject to the maximum annual contribution limits set forth in Article II.
- 1.04 Qualified transfers from an individual retirement account (“IRA”) to the Account must be completed by a trustee-to-trustee transfer and are subject to the maximum annual contribution limits set forth in Article II.
- 1.05 Incoming contributions made pursuant to external transfers (for example, transfers from an employer) will generally be available within two to five business days after the effective date of the transfer.
- 1.06 The Custodian shall not be liable for any losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses that the Member incurs as a result of any employer’s failure to make any contributions to the Account. The Custodian is not responsible for monitoring an employer’s contributions to the Account or notifying the Member of employer contributions to the Account. The Member is responsible for contacting his or her employer regarding the employer’s contributions to the Account and for monitoring those contributions. In considering whether contributions to the Account have exceeded the allowable annual contribution limit, the Member must take into account any employer contributions as well as any IRA rollovers or contributions previously made by the Member that also count towards the annual contribution limit.

ARTICLE II. ACCOUNT CONTRIBUTION LIMITS

- 2.01 For tax year 2016, the maximum annual contribution limit for the Account is \$3,350 for a Member with self-only coverage and \$6,750 for a Member with family coverage. For tax year 2017, the maximum annual contribution limit for the Account increases to \$3,400 for a Member with self-only coverage and remains at \$6,750 for a Member with family coverage. These limits are subject to change in subsequent years.
- 2.02 Contributions to Archer MSAs or other HSAs owned by the Member count toward the maximum annual contribution limit for the Account.
- 2.03 Up to an additional \$1,000 of catch-up contributions may be made by or on behalf of a Member who is at least age 55 or older and is not enrolled in Medicare.

ARTICLE III. EXCESS CONTRIBUTIONS

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

ARTICLE IV. DISTRIBUTIONS

- 4.01 Distributions of funds from the Account may be made at any time upon the direction of the Member. The Member may request a distribution from the Account through the Custodian’s website, by completing an

account reimbursement form or by other means acceptable to Custodian. Notwithstanding the foregoing, the Custodian will at all times hold in reserve an amount equal to the Member’s closing fee (as set forth in the Custodian’s written schedule of fees then in effect), which amount may not be distributed by the Member at any time.

- 4.02 The Custodian is not required to determine whether a distribution from the Account is for the payment or reimbursement of Qualified Medical Expenses. The Member is responsible for substantiating that the distribution is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the distribution is tax-free. The Custodian does not calculate the income tax or penalties that may apply, or withhold any part of the distribution to pay for any such income tax or penalties. For purposes of this Agreement, the term “Qualified Medical Expenses” means amounts paid for medical care as defined in Internal Revenue Code (“IRC”) section 213(d) for the Member, his or her spouse, or “tax dependents” (as defined in IRC section 152) but only to the extent that such amounts are not compensated for by insurance or otherwise.
- 4.03 Distributions are reported to the IRS annually by the Custodian. Form 1099-SA will be issued by the Custodian by January 31 of the year following the year of the distribution. Form 5498-SA will be issued by the Custodian by May 31 of the year following the year of the distribution. The Custodian will email a notification to the Member that the Forms are available for download, or if the Member has not opted to receive electronic notification, the Custodian will mail a paper copy of Forms to the Member’s last known mailing address.
- 4.04 Upon the death of the Member, the Custodian will liquidate the Member’s interests in any HSA Investment(s) and the Yield Plus annuity (each, as defined below), if applicable, and distribute the proceeds, along with all other cash held in the Member’s Account, to the Member’s designated beneficiaries. If no beneficiary is designated, the distribution will be made to the Member’s estate. The Member may designate one or more beneficiaries on the Custodian’s website or by completing the beneficiary designation form available on the Custodian’s website. If the Member’s spouse is designated as the beneficiary, the Account balance can be transferred upon the death of the Member to a new HSA in the name of the spouse. There are different tax consequences based on who is the designated beneficiary of the Account. See IRS Publication 969.
- 4.05 The Custodian may make any distributions from the Account required or authorized hereunder by mailed check, ACH, Fed wire or other electronic transfer to a payee at the address last furnished to the Custodian.
- 4.06 If check-writing is available in connection with the Account and the Member provides a check as payment to a third party, the Member authorizes the Custodian to either make a one-time electronic funds transfer from the Account, if eligible, or to process the payment as a check transaction.
- 4.07 The Custodian may make a distribution from the Account absent instruction from the Member, if directed to do so pursuant to a court order, garnishment, IRS levy, or other levy. In such event, the Custodian shall not incur any liability for acting in accordance with such court order, garnishment or levy.
- 4.08 The Member is liable for any overdraft charges imposed by the Custodian. Funds on deposit will generally be available for withdrawal from the Account within two to five business days of deposit. Unless otherwise instructed by the Member, deposits received during non-business hours will be considered to be made on the next full banking day.

ARTICLE V. ACCOUNT

- 5.01 **Nonforfeitable**  
The Member’s interest in the balance of the Account is nonforfeitable as provided in IRC section 223(d)(1)(e).
- 5.02 **Interest**  
The Member’s cash balance and the Member’s Yield Plus annuity balance accrue interest at the rates listed on the Member’s monthly statement and posted on the Custodian’s website. Interest rates are subject to change. Interest accrues no later than one business day after the day the Custodian receives the funds provided the Account has been opened. Interest is credited to the Account monthly as of the last day of the statement cycle. If the Account is closed before accrued interest is credited, no interest will be paid or accrued for that month. For more information go to: <https://www.healthequity.com/Member/CashInterestRates.aspx> (May require log in).
- 5.03 **Investment Limitations**  
No part of the custodial funds in the Account may be invested in life insurance contracts or in “collectibles” as defined in IRC section 408(m). The custodial funds in the Account may not be commingled with other property except in a common trust fund or common investment fund. Neither the Member nor the Custodian will engage in any “prohibited transaction” as defined in IRC section 4975 with respect to the Account (such as borrowing from or pledging the Account).

notice provided to the Member, the Custodian will have the right, in its sole discretion, to (a) transfer the Account balance to another HSA custodian that the Custodian selects or (b) distribute the Account balance to the Member in a single sum; provided, however, that, in either case, the Custodian may hold back from the Account a reasonable amount of money that the Custodian believes is necessary to cover any fees, expenses, penalties or taxes chargeable against the Account, including any penalties associated with the liquidation of the Member’s HSA Investments or Yield Plus annuity balance.

12.02 Termination by Custodian

If this Agreement is terminated by the Custodian, the Custodian will, following notice to the Member, promptly liquidate the Member’s interests in any HSA Investment(s) and the Yield Plus annuity and contribute the proceeds to the cash balance in the Account. Following termination and, if applicable, liquidation of the Member’s interests in any HSA Investment(s) and the Yield Plus annuity, the Custodian will have the right, in its sole discretion, to (a) transfer the Account balance to another HSA custodian that the Custodian selects or (b) distribute the Account balance to the Member in a single sum; provided, however, that, in either case, the Custodian may hold back from the Account a reasonable amount of money that the Custodian believes is necessary to cover any fees, expenses, penalties or taxes chargeable against the Account, including any penalties associated with the liquidation of the Member’s HSA Investments or Yield Plus annuity balance.

12.03 Other Considerations

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

ARTICLE XIII. STATEMENTS; WEBSITE; NOTICES; AND PRIVACY

13.01 Statements and Reporting Written Objections or Exceptions

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

The Member shall have sixty (60) days after the date of mailing of a paper Account statement or the posting of an Account statement online at the Custodian’s website, as the case may be, to file any written or verbal objections or exceptions with the Custodian. Written objections should be sent to HealthEquity, Inc., Attn: Account Inquiry, 15 West Scenic Pointe Drive, Suite 100, Draper, UT 84020; verbal objections should be made by calling the Custodian’s Member Services department at 866.346.5800. The failure to file any objections or exceptions concerning errors or transactions within said sixty (60) day period shall signify the Member’s approval of the statement and preclude the Member from making future objections or exceptions regarding the statement. Such approval by the Member shall constitute a full release and discharge of the Custodian with respect to such statement and all transactions, deposits, and disbursements disclosed on such statement.

13.02 Website

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

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

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

13.03 Notice

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

13.04 Privacy

The Custodian has policies and procedures in place designed to maintain the confidentiality of the Member’s personal information. The Custodian collects, processes, discloses, and safeguards the Member’s personal information in accordance with the Custodian’s Annual Notice of Privacy Practices, which is provided as part of the Member’s welcome kit and can also be viewed online at [http://healthequity.com/doclib/gen\\_privacy\\_notice.pdf](http://healthequity.com/doclib/gen_privacy_notice.pdf), as well as with the Custodian’s Privacy Policy, which can be viewed online at <http://healthequity.com/legal.aspx#privacy>. All personal information furnished by the Member in connection with the Account is subject to the terms of the Custodian’s Privacy Policy and Annual Notice of Privacy Practices.

ARTICLE XIV. GOVERNING LAW; INVALIDITY; WAIVER

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

ARTICLE XV. DISPUTE RESOLUTION; BINDING ARBITRATION

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

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

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

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

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

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

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

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

**ARTICLE VI. INVESTMENT SUB-ACCOUNT**

6.01 **Generally**  
The Member may at any time invest any amount of the Account in a non-FDIC insured interest-bearing group annuity instrument (“Yield Plus”). For a description of the terms and conditions applicable to the Yield Plus annuity see: <https://media.healthequity.com/documents/YPTermsAndConditions.pdf>.  
In addition, if the Account balance exceeds a certain threshold specified by the Custodian, the Member may invest the balance above that threshold in certain mutual funds and other securities (the “HSA Investments”). Currently, HSA Investments are limited to open-end mutual funds.

The portion of the Member’s Account that is comprised of HSA Investments and of interests in the Yield Plus annuity is referred to in this Agreement as the Member’s “Investment Sub-Account.”

6.02 **Custody of HSA Investments**  
Following the effectiveness of this Agreement, HealthEquity Trust Company (“HETC”), a Wyoming-chartered trust company and wholly-owned subsidiary of the Custodian, will serve as custodian of all HSA Investments and as “qualified custodian” (as such term is defined in Rule 206(4)-2 under the Investment Advisers Act of 1940, as amended) of all HSA Investments as to which HealthEquity Advisors, LLC (the “Advisor”) provides investment advice through its automated investment advisory tool. The Advisor is a wholly-owned subsidiary of the Custodian and an investment adviser registered with the U.S. Securities and Exchange Commission. Charles Schwab Bank (together with its affiliates, “Schwab”) serves as sub-custodian of all HSA Investments.

6.03 The HSA Investments made available to the Member are selected by the Custodian upon the advice of the Advisor. The Member has the sole authority and responsibility to direct the purchase or sale of the HSA Investments, except to the extent the Member has granted investment discretion to the Advisor pursuant to the Advisor’s AutoPilot fee-based advisory program. Income generated by HSA Investments is credited to the Investment Sub-Account in accordance with the applicable prospectuses and other offering documents relating to such HSA Investments. Any income or dividends that accrue in the Investment Sub-Account shall be reinvested in the HSA Investments from which they accrue. Neither the Custodian nor HETC is responsible for any fluctuations in the price of an HSA Investment that may occur during the period between the time that a Member implements a purchase or sale in such HSA Investment via the Custodian’s website and the time at which the purchase or sale is executed by the Custodian on the Member’s behalf. The price of an HSA Investment that will be applied to the Member’s Investment Sub-Account is determined by the closing price on the day that the purchase or sale of such HSA Investment is executed. If a purchase or sale of an HSA Investment is implemented by the Member after the close of the U.S. equity markets, the purchase or sale will generally be executed by the Custodian on the next day in which the U.S. equity markets are open.

6.04 Neither the Custodian nor HETC provides investment advice, or serves as an investment adviser to the Member and neither of them will recommend any HSA Investments made available through the Investment Sub-Account. Neither the Custodian nor HETC shall have a duty to disclose any risks associated with any HSA Investment and shall not have any liability for any loss of principal or income, nor for any expense which the Member may incur relating to any HSA Investment. Assets in the Investment Sub-Account are not FDIC insured, are not deposits or obligations of the Custodian or HETC, are not guaranteed by the Custodian, HETC or Advisor, and are subject to risk of loss. Investment advice may only be obtained from Advisor (fees apply) or another investment adviser selected by the Member. See the Advisor’s website for more information about limitations and fees related to the services provided by Advisor. Investment advice is not part of the custodial services provided by the Custodian or HETC and is not covered by this Agreement.

6.05 The Custodian, the Advisor and/or HETC may receive from Schwab or an issuer of HSA Investments certain communications related to HSA Investments held in the Member’s Investment Sub-account, including, among others, proxies and information concerning tender offers and proposed mergers (collectively, “Issuer Communications”). Issuer Communications may solicit a voting decision or other action regarding the HSA Investments to which they relate. To the extent the Custodian, the Advisor or HETC receives any Issuer Communications, the Member (i) authorizes the Custodian, the Advisor and/or HETC (as applicable) to exercise all voting decisions and take any other required actions related to such Issuer Communications on the Member’s behalf; and (ii) acknowledges and agrees that the Member will not receive any copies of such Issuer Communications. The Custodian, the Advisor and/or HETC may utilize the services of certain third-party consultants in determining how to vote in response to Issuer Communications. If the Member desires

to receive Issuer Communications, the Member must notify the Custodian in writing, in which case the Custodian, the Advisor or HETC will forward the Issuer Communications to the Member’s address of record promptly after receipt, and the Member will assume sole responsibility for voting or taking any action in respect of Issuer Communications.

6.06 Paper copies of any prospectuses, statements of additional information, shareholder reports, and other documentation related to HSA Investments may be obtained by the Member at no additional cost by calling the relevant HSA Investment’s toll free shareholder service number or visiting the HSA Investment’s website contained in its prospectus during normal business hours.

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

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

7.02 The Custodian receives additional compensation equal to the difference between the interest received by the Custodian on cash and/or the Yield Plus annuity balance held in the Account and the amount of interest paid to the Member in respect of such cash and/or the Yield Plus annuity balance (the “Cash Spread”). Cash Spreads vary depending on prevailing interest rates, and the Custodian reserves the right to change the amount of interest it pays to the Member in respect of his or her cash and/or Yield Plus annuity balance.

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

7.04 **Compensation Related to HSA Investments**  
The Custodian or HETC receives certain administration fees in connection with the Member’s HSA Investments. HSA Investments are currently grouped into two categories: “Category 1 Funds” and “Category 2 Funds.” Generally speaking: (i) the Category 1 Funds consist of passively-managed mutual funds, and the Category 2 Funds consist of actively managed mutual funds; and (ii) the Category 1 Funds charge shareholders lower overall expense ratios than those charged by the Category 2 Funds.

With respect to the Category 1 Funds, the Member generally pays an administration fee directly to the Custodian or HETC. This fee will be equal to a fixed annual percentage of the value of the Member’s investments in Category 1 Funds, which is calculated based on the average daily investment balance, monthly in arrears and is deducted automatically from the Account. The current fee rate is disclosed on the Member’s monthly statement. The Custodian and HETC reserve the right to change the fee rate from time to time.

With respect to the Category 2 Funds, the Member generally pays the administration fee indirectly to the Custodian or HETC because the administration fee is included in the expense ratios charged by the Category 2 Funds. Schwab receives compensation directly from the Category 2 Funds for the administrative services it provides in its capacity as the sub-custodian and thereafter shares a portion of such fees with the Custodian or HETC, as the case may be. The compensation that Schwab receives and the portion thereof that Schwab shares with the Custodian or HETC will vary from HSA Investment to HSA Investment.

Schwab may also receive additional fees in connection with the Member’s HSA Investments, including, but not limited to: 12b-1 fees and other fees and payments from the HSA Investments or their service providers; credit, interest or other earnings on aggregate cash balances that Schwab has on deposit with any third party bank or other financial institution either with respect to funds (A) awaiting investment or reinvestment or (B) pending distribution; gains that may result from the correction of trade errors as a result of trades placed by Schwab on behalf of the Member.

7.05 Depending on prevailing interest rates, the Cash Spread that the Custodian receives with respect to cash balances and Yield Plus annuity balances may be greater than administration fees it receives on HSA Investments. Accordingly, the Custodian may earn greater fees from the Member’s cash balances (or Yield Plus annuity balances) than the fees it earns on the Member’s HSA Investments or vice versa.

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

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

8.01 The Member has established the Account voluntarily.

8.02 The Member is eligible to contribute to the Account; specifically, that the Member: (1) is covered under a “Qualified High Deductible Health Plan;” (2) is not also covered by any other health plan that is not a qualified HDHP (or is not otherwise eligible to be coupled with a HSA); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person’s tax return; unless the Account is used solely to make rollover contributions. For purposes of this Agreement a “Qualified High Deductible Health Plan” means a health plan that meets the following deductible limits requirements: for tax years 2016 and 2017, the minimum annual deductible is \$1,300 for a Member with self-only coverage and \$2,600 for a Member with family coverage, and the annual out-of-pocket maximum is \$6,550 for a Member with self-only coverage and \$13,100 for a Member with family coverage. These limits are subject to cost-of-living increases each year; specific guidance for a given tax year can be found at

[www.treasury.gov](http://www.treasury.gov). If the Member is unsure whether the Member is covered by a health plan that is considered a Qualified HDHP, the Member should contact its health plan.

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

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

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

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

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

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

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

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

**ARTICLE IX. CUSTODIAN’S AUTHORIZATION AND EMPOWERMENT**

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

9.01 To hold funds received from time to time from the Member or another source, such as rollovers and HSA transfers, on behalf of the Account. The Custodian shall hold such funds in the Account unless the Member has chosen to transfer assets into the Investment Sub-Account pursuant to the terms of this Agreement.

9.02 To invest and reinvest the Investment Sub-Account at the Member’s direction from the list of available HSA Investments, and to sell such HSA Investments to cover fees or overdrafts without any investment responsibility on the part of the Custodian.

9.03 To reinvest all realized earnings and dividends paid from an HSA Investment in the Investment Sub-Account in the same HSA Investment or such other investment.

9.04 To collect service fees from the Account or the Investment Sub-Account in accordance with the terms of this Agreement.

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

9.06 Upon the advice of the Advisor to the Custodian, to add, subtract, delete or otherwise modify any list of HSA Investments available for purchase by the Member, including but not limited to, terminating an HSA Investment or prohibiting the Member from making additional purchases of HSA Investments that are currently held in the Member’s Investment Sub-Account. If, upon the advice of the Advisor, the Custodian decides to terminate one or more HSA Investments in which the Member is currently invested, the Custodian will notify the Member and offer to automatically transfer the Member’s balance in such HSA Investment(s) to similar or comparable HSA Investment(s) (or, if no similar investment is available, to liquidate the existing HSA Investment and contribute the proceeds to the cash balance of the Member’s Account). If, within thirty (30) days from the date the Custodian sends the notification to the Member, the Member does not elect to transfer its balance in the current HSA Investment(s) to another available HSA Investment, Member authorizes the Custodian to liquidate the Member’s interest in the current HSA Investment(s)

and contribute the proceeds to the cash balance of the Member’s Account. Following such liquidation, the terminated HSA Investment will no longer be available to the Member for purchase.

It is anticipated that the Custodian, upon the advice of the Advisor, will eliminate the Category 2 Funds as HSA Investment options during the first quarter of calendar year 2017, and thereafter such funds will not be available for purchase. The Custodian will provide notice to the Member prior to the elimination of the Category 2 Funds.

9.07 Member acknowledges that any liquidation of HSA Investments will not result in immediately available proceeds for deposit in the cash balance of the Member’s Account and such proceeds will be available only in accordance with the terms and conditions applicable to the specific HSA Investment.

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

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

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

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

9.12 To require releases or other related documentation from the taxing authority, beneficiaries or other payee and require indemnification from such payee as may be necessary for the Custodian’s protection against tax liability.

9.13 In the Custodian’s sole discretion, to close the Account if the Account does not have a sufficient balance to pay fees that are due.

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

9.15 To hire third party service providers, such as record keepers, clearing firms or broker-dealers, to provide certain services with respect to the HSA Investments.

9.16 In the Custodian’s sole discretion, to substitute another trustee or custodian if the IRS notifies the Custodian that a substitute custodian is required for the Account.

9.17 In the Custodian’s sole discretion, to not permit any withdrawal at a time when there are insufficient funds in the Account. In the event there is an overdraft of the Account, the Member shall be liable for any overdraft or collection fees.

**ARTICLE X. INDEMNIFICATION**

The Member agrees to indemnify, defend and hold harmless the Custodian and its affiliates, successors, assigns, directors, agents and employees from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the reasonable fees and expenses of outside counsel) arising out of or in connection with (a) the Custodian’s good faith performance of this Agreement, except to the extent that such losses are determined by a court of competent jurisdiction through a final, non-appealable order to have been caused by the willful misconduct, bad faith or fraud of such indemnitee; and (b) the Custodian’s good faith following any instructions or directions from the Member received in accordance with this Agreement.

**ARTICLE XI. AMENDMENT; ASSIGNMENT; AND TERMINATION**

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

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

**ARTICLE XII. TERMINATION**

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

12.01 **Termination by Member**  
If this Agreement is terminated by the Member, the Custodian will, if applicable, promptly liquidate the Member’s interests in any HSA Investment(s) and the Yield Plus annuity and contribute the proceeds to the cash balance in the Account. The Member will be provided an opportunity to make arrangements to transfer the Account balance to another eligible HSA custodian. If the Member does not complete a transfer of the entire Account balance to another eligible HSA custodian within thirty (30) days from the date of the termination

<b>FACTS</b>		<b>WHAT DOES HEALTHEQUITY, INC. DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>		Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>		<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and name, address, and other personal information</li> <li>• Medical and employment information</li> <li>• Account balances and transaction history</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>		All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons HealthEquity, Inc. chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does HealthEquity, Inc. share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes—to offer our products and services to you		No	We don't share
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		No	We don't share
<b>Questions?</b>		Call 866.346.5800 or go to <a href="http://www.healthequity.com/NewAboutUs/PrivacyPolicy">http://www.healthequity.com/NewAboutUs/PrivacyPolicy</a>	

## Who we are

**Who is providing this notice?**

HealthEquity, Inc.

## What we do

**How does HealthEquity, Inc protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How does HealthEquity, Inc collect my personal information?**

We collect your personal information, for example, when you

- Open an account or make payments/withdrawals
- Use your credit or debit card
- Use our web sites

We also may collect your personal information from others, such as affiliated partner health plans, your employer, the Social Security Administration, and public records to comply with government requirements to know our customers.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

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

- N/A

**Nonaffiliates**

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

- HealthEquity does not share with nonaffiliates so they can market to you.

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- N/A

## Other important information

<http://www.healthequity.com/NewAboutUs/PrivacyPolicy>



negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled “Information About Your Right to Dispute Errors”. If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If your Card has been lost or stolen, we will close your Card Account to keep losses down.

**Other Miscellaneous Terms**

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

**Amendment and Cancellation**

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

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the back of the Card carrier for a complete list of fees. The issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

**Information About Your Right to Dispute Errors**

In case of errors or questions about your Card Account, telephone us at the number listed on the back of your Card or the number listed at the end of the Agreement if your Card is not available, write to HealthEquity, Inc. at 15 West Scenic Pointe Drive, Suite 100, Draper, UT 84020, or email us at [info@healthequity.com](mailto:info@healthequity.com) as soon as you can, if you think an error has occurred involving your Card Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request

a written history of your transactions at any time by calling us at the number listed on the back of your Card or the number listed at the end of the Agreement if your Card is not available or writing us at 15 West Scenic Pointe Drive, Suite, 100, Draper, UT 84020. You will need to tell us:

- 1. Your name and member ID
- 2. Why you believe there is an error, and the dollar amount involved
- 3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within sixty (60) calendar days of the date of the transaction in error.

Once your written dispute has been received, we will determine whether an error occurred within sixty (60) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. If we determine an error has occurred, we will credit the transaction in error upon completing the investigation.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

**English Language Controls**

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

**Customer Service**

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

HealthEquity, Inc.  
15 West Scenic Pointe Drive, Suite 100, Draper, UT 84020  
866.346.5800

Customer Service agents are available to answer your calls: Twenty-four (24) hours a day, seven (7) days a week, including holidays.

**Telephone Monitoring/Recording**

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

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

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

**Arbitration**

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased

with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

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

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

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

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

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

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

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO *NOT* ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL US AT 866.346.5800 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.**

This Cardholder Agreement is effective 06/2014.

**Cardholder Agreement**  
**IMPORTANT – PLEASE READ CAREFULLY**

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

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the HealthEquity Visa Health Account Card has been issued to you by The Bancorp Bank, Wilmington, Delaware (“The Bancorp Bank” or “Issuer”). The Issuer is an FDIC insured member institution. “Card” means the HealthEquity Visa Health Account Card issued to you by The Bancorp Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Card Account” means the records we maintain to account for the value of claims associated with the Card. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer, our successors, affiliates or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card. The Card is not for resale. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

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

Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD 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 a Card Account. What this means for you: When you open a Card 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 a copy of your driver’s license or other identifying documents.

**Activate Your Card**

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

**Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with your Card Account. However, you may request a PIN by contacting HealthEquity, Inc. at the number on the back of your Card. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed



by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

**Authorized Card Users**

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

**Secondary Cardholder**

You may request an additional Card for another person if there is a spouse on file. There is not a maximum number of additional Cards permitted and can be requested for additional dependents. You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to revoke another person’s use of the Card, we may revoke your Card and issue a new Card with a different number. You remain liable for any and all usage of an additional Card you authorize.

**Your Representations and Warranties**

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

**Cash Access**

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

**Loading Your Card**

You may not load additional funds to your Card, called “value loading”. Only your program sponsor may load additional funds to your Card. The minimum amount of the initial value load and value reload is \$1.00. You will have access to your funds on the next business day following the receipt of your check or the receipt of your direct deposit.

**Direct Deposit Account**

Your prepaid Card Account and associated direct deposit account number cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your employer or payer.

**Using Your Card/Features**

The maximum amount that can be spent on your Card per day is \$2,500.00. The maximum value of your Card is restricted to \$250,000.00.

You may use your Card to purchase qualified medical expenses everywhere Visa® debit cards, Interlink® cards or NYCE® cards are

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

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

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

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

**Non-Visa Debit Transactions**

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

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

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

**Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The Issuer

or program sponsor is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**Card Replacement**

If you need to replace your Card for any reason, please contact us at the number on the back of your Card or the number listed at the end of the Agreement if your Card is not available to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. There is a fee for replacing your Card.

**Transactions Made In Foreign Currencies**

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

**Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**Card Account Balance/Periodic Statements**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It’s important to know your available balance before making any transaction. You may access your available balance by accessing your Card Account online or by calling the number on the back of your Card. Unless you elect to receive electronic statements, you will receive paper statements in connection with your Account. However, there is a fee for this service. See your Card carrier for the amount of the fee. Statements in electronic format will be made available free of charge at your Member Portal listed on the back of your Card during each month in which a transaction occurs. To avoid the paper statement fee, we recommend that you switch your account preference settings to electronic statements. You can do this by logging into your Member Portal and selecting to receive electronic statements or by simply calling our HealthEquity specialists.

**Fee Schedule**

Fees associated with the Card are printed on your Card carrier. The Card carrier is the document your Card was physically attached to at the time you received it. All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. **NOTE: Fees assessed to your Card Account balance may bring your Card Account negative.** Any time your Card Account balance is less than the fee amount being assessed on your Card Account, the balance of your Card Account will be applied to the fee amount. **THIS WILL RESULT**

IN A NEGATIVE BALANCE ON YOUR CARD ACCOUNT. If that occurs, any subsequent deposits or loads into your Card Account will first be applied to this negative balance.

Replacement Card Fee:	3 free; \$5.00 (per replacement Card)
There are additional Fees applicable to this Card.	See your Card Carrier.

\*Additional fee from Retailer may apply.

**Confidentiality**

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

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

**Our Liability for Failure to Complete Transactions**

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

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (8) Any other exception stated in our Agreement with you.

**Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at the number listed on the back of your Card or the number listed at the end of the Agreement if your Card is not available. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly

# Schedule of Fees and Interest Rates

## Health Savings Account (HSA)

### Schedule of Fees

The following fees apply to your HSA. Your employer, health plan, or insurance company may have arranged to pay the Monthly admin fee and other fees for you, or for discounted fees, while you are associated with them. In these cases, the applicable fees will not be charged to your HSA or may be less than those listed below. However, if you change employers or health plans, you may become directly responsible for these fees.

<u>Service</u>	<u>Fee</u>
Monthly admin fee	\$2.70 <sup>1</sup>
Reimbursement check	\$2.00 for paper check. No fee for electronic funds transfer.
Payment to provider	No fee.
Electronic payment to self	No fee.
Health Account Card <sup>2</sup>	3 free, then \$5.00 for each additional or replacement cards.
Card transaction	No fee.
Return deposited item	\$20.00 per item.
Stop payment request	\$20.00 per item.
Excess contribution correction	\$20.00 per request.
Account closure	\$25.00
Electronic statement	No fee.
Paper statement <sup>3</sup>	\$1.00 per monthly statement (avoided with electronic statements).

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<sup>1</sup>If you are associated with an employer your monthly admin fee may be paid by your employer. If you change health plans or employers your account may be directly charged up to \$3.95 per month.

<sup>2</sup>HealthEquity's Visa® Health Account Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

<sup>3</sup>You are automatically set up to receive paper statements and will be charged \$1.00 per monthly statement. To avoid this fee, we recommend that you switch your account preference settings to electronic statements. You can do this by logging into the Member Portal and updating your profile, or by calling Member Services.