**Tax-Free** Savings

**Tax-Free** Contributions

**Tax-Free** Disbursements

NATIONAL ADVISORS TRUST

# TAKE CONTROL
## of Your Health Care Expenses

**Cut your Health Insurance Premiums with an HSA Qualified Policy, and a Personal Health Savings Account.**

HSAs are individual savings accounts that pay for qualified healthcare costs tax-free. Plus, any unused funds roll over from year to year and continue to earn tax-free interest.

**An HSA:**

- Earns interest tax-free
- Saves you Federal, FICA, and State* taxes
- Remains with you after retirement
- Rolls over from year to year
- Reduces insurance premiums paid by you and your family

**Tax Break!**

Paying your insurance premiums with pretax dollars decreases your Federal and State* income taxes and increases your take-home pay.

**Lower Premiums!**

To open an HSA, you must have a High-Deductible Health Plan, which means lower premiums for you and your family (sometimes up to 50% based on your current plan).

# THE ADVANTAGES
## of Health Savings Accounts

**Security** – Your high deductible insurance and HSA protect you against high or unexpected medical bills.

**Affordability** – Gain lower health insurance premiums by switching to health insurance coverage with a higher deductible.

**Flexibility** – Use the funds in your account to pay for current medical expenses, including expenses that your insurance may not cover, or save the money in your account for future needs such as:

- Health insurance or medical expenses if unemployed
- Medical expenses after retirement (before Medicare)
- Out-of-pocket expenses when covered by Medicare
- Long-term care expenses and insurance

**Savings** – Save the money in your account for future medical expenses and grow your account through investment earnings.

**Ownership** – Funds remain in the account from year to year, just like an IRA. There are no "use it or lose it" rules for HSAs.

**Control** – You make all the decisions about:

- How much money to put into the account
- Whether to save the account for future expenses or pay current medical expenses
- Which medical expenses to pay from the account
- Whether to invest any of the money in the account
- Which investments to make

**Portability** (*It's yours, you own it*) – Accounts are completely portable, meaning you keep your HSA even if you:

- Change jobs
- Change your medical coverage
- Become unemployed
- Move to another state
- Change your marital status

* if applicable

**Gain control and benefit from these additional features and services, with HSA*Today*®:**

✓ **Tax-Free DEPOSITS**

✓ **Tax-Free GROWTH**

✓ **Tax-Free WITHDRAWALS**

***my*SourceCard**®- HSA*Today*® is integrated with the *my*SourceCard® MasterCard® debit card. Never worry about having to pay out-of-pocket and wait for reimbursement. Just swipe it at locations where you are paying for eligible items and services.

**ClaimsVault**®- A unique patent-pending feature of HSA*Today*® is the ClaimsVault®, an electronic "shoe-box" that captures receipt documentation and certification status that allows for expense substantiation. The ClaimsVault® will store your expense information for as long as your account is open.

**Form 8889** - HSA*Today*® will automatically fill out your 8889 tax form for filing with your personal tax return.

**Investments** - Invest your pre-tax dollars and get tax-exempt returns! When you are ready to invest, we make it easy to sign up online, and we provide a variety of investment options and tools.

# HSAToday Custodial Account Agreement

## Introduction

Read this Agreement thoroughly before completing the Application. By signing the Application, you understand and agree to the terms and conditions of this Agreement and have executed an Application in order to establish a Health Savings Account ("HSA") with the Custodian under Section 223, its sub-sections, and applicable rulings and provisions of the Code.

An HSA is an individually owned account maintained at a financial institution where tax-favored contributions can be made on behalf of individuals covered under certain High Deductible Health Plans ("HDHPs") with tax-free distributions allowed for qualified medical expenses. Note: An individual establishing an HSA is not entitled to tax favored treatment unless certain federal requirements are met. These requirements are summarized in this Agreement. Your HSA funds will be maintained by the Custodian and will indicate which portion, if any, of your funds reside in an FDIC insured account. Your HSA funds will earn interest in accordance to your Custodian's published rates.

An HSA is established pursuant to federal tax law, and is neither endorsed by nor sponsored by an employer. Rather, it is an individual account arrangement between the Account Holder and the Custodian. As a result, the HSA is not part of an employer's ERISA benefit plan, even if the employer contributes to it or the employee makes pre-tax contributions to the HSA under an employer's cafeteria plan. This Agreement is mutually acknowledged and agreed upon by the Custodian and the Account Holder (known collectively as the "Parties").

## Definitions

**Account**: Your individual HSA with the Custodian.

**Account Balance**: The current amount of money maintained within your Account, which is calculated as all cash contributions plus any earnings and adjusting credits, less any losses, applicable fees, distributions, and reconciliation adjustments.

**Account Holder**: The individual who has executed the Application. The Account Holder is the owner of the HSA. Herein referenced as "you" or "your".

**Agreement**: This Custodial Account Agreement, HSA Disclosure Statement, HSA Terms and Conditions Statement, and Privacy Protection Notice.

**Application**: The Application & Beneficiary Designation Form.

**Beneficiary**: The person or persons named on the Application who would succeed in ownership of the funds upon your death.

**Code**: The Internal Revenue Code of 1986, as amended, and all rules and regulations adopted thereunder.

**Contribution**: The money deposited into your HSA by you or on your behalf.

**Custodian**: The financial institution named on the Application that maintains your Account. Herein referred to as "we", "our" or "us".

**Disbursement**: Any money withdrawn from your HSA. May also be referred to as a Distribution.

**ERISA**: The Employee Retirement Income Security Act of 1974, as amended, and all rules and regulations adopted thereunder.

**Plan Service Provider ("PSP")**: The entity named on the Application that performs various administrative services for you and/or your employer group and is your authorized representative and agent. The PSP is registered with the Custodian and may be, but is not required to be, an insurance agency or licensed third party administrator. You agree to allow us to share information with the PSP (and its agents and sub-contractors) as may be necessary for the PSP to perform services related to your Account.

## Article I – Duties and Responsibilities of the Custodian

We will establish an HSA for an individual upon submission of a properly executed Application. Our sole obligations are as set forth herein. We assume no fiduciary status with regard to your HSA.

We will maintain your personal information, including but not limited to, your name, address, phone numbers, and tax identification number as confidential information and will release such information only when necessary for completing transactions, when required to do so by court order or governmental agency, or if you give us written permission.

We will maintain your Account as a separate Account, distinct from all other Accounts, for your exclusive benefit and the benefit of your beneficiaries and we shall be responsible for performing only such services as are described in this Agreement.

We agree to provide you with a statement of activity on a monthly basis. Unless you file with us a written objection to the statement within 20 days after the statement is furnished, we will be relieved and discharged from all liability to you or your beneficiary with respect to all matters set forth in such statement.

We will apply interest to your Account in accordance with the current published rate(s) as may be adjusted from time to time.

We may accept cash contributions on your behalf during your tax year and such contributions will be applied to the tax year in which they were received by us unless otherwise designated by you. The total cash contributions are limited to the maximum statutory amounts (as established under Code Section 223) or as otherwise in this Agreement. Such contributions will be deposited into your Account at the first available opportunity after we have established the validity of the deposit.

We agree to submit reports to the Internal Revenue Service (the "IRS") and to you as prescribed by the IRS.

We encourage you to retain a copy of this Agreement with your personal financial records.

We have the authority to contract the services of qualified entities for the sole purpose of providing administrative services for your Account. This entity will be bound by a separate agreement, executed by that entity and us and will enumerate the duties to be performed.

We will assume all Disbursements from your Account to be a Normal Distribution and not subject to income or excise tax unless notified by you within the applicable tax year. A Normal Distribution is defined as a withdrawal of money from your Account for the exclusive purpose of a qualified medical expense as defined by the Code.

We will not provide any investment advice to you now or in the future even if investment options become available through your Account.

We agree to charge fees as indicated in this Agreement. We reserve the right to change the fees as indicated in this Agreement from time to time and will provide you with notice of the change prior to the effective date of the change.

We are not responsible for inquiring into the nature or amount of any contribution made to your Account by you or on your behalf by another individual or entity. We are not responsible for inquiring into the amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions comply with the Code. All materials provided by us are intended solely to provide a general description of HSAs and how they work, and are designed and distributed with the understanding that they do not constitute or include legal, tax, or other professional advice. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of an HSA with us. By signing the Application, you acknowledge and agree that nothing in this Agreement is construed to confer fiduciary status upon us. You have the full responsibility for any tax or investment consequences of all contributions to and distributions from the Account.

We may have additional duties or responsibilities as detailed in this Agreement.

## Article II – Duties and Responsibilities of the Account Holder

You agree to provide the PSP and us with the necessary information as may be required under this Agreement and the Code.

You agree that it is your responsibility to determine your eligibility to establish and contribute to an HSA. You represent that, for any period in which a contribution is made, you: i) are covered under a high deductible health plan (HDHP); ii) are not covered (as a dependent or otherwise) under any plan that is not an HDHP; iii) are not entitled to Medicare; and iv) cannot be claimed as a tax dependent on anyone else's tax return.

You agree that it is your responsibility to be aware of the nature or amount of any contribution to your Account made by you or on your behalf by another individual or entity. You further agree that it is your responsibility to be aware of any amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions comply with the Code. You have the full responsibility for maintaining records relating to contributions and distributions and receipts for qualified medical expenses and any tax or investment consequences of all contributions to and distributions from the Account.

You are required to keep an accurate record of all contributions, receipts, investments, distributions and all other transactions relating to the Account. You may be required to produce such records in the event of an audit by the IRS.

You agree to pay the fees for services performed under this Agreement.

You agree to indemnify, hold harmless, and to defend the PSP, and us against any and all claims arising from liabilities incurred by reason of any action taken by the PSP or us in good faith pursuant to this Agreement.

You understand that no portion of the Account may be invested in Life Insurance. You also understand that you may not borrow from the Account or pledge any portion of the Account as a security or collateral for a loan.

You may have additional duties or responsibilities as detailed in this Agreement.

## Article III – Duties and Responsibilities of the PSP

The sole purpose of the PSP is to facilitate your administration of your Account and to provide administrative assistance or services to you.

The PSP is appointed as an authorized representative and agent for the Account Holder and is acknowledged and recognized as such by the Custodian. The PSP is authorized by the Custodian to perform certain administrative services on your behalf or on the behalf of your employer. We recognize that these services vary from PSP to PSP and that any service provided by a PSP is provided outside the duties and responsibilities of you or us. Any service performed by the PSP on your behalf does not relieve you of the responsibility of compliance with all applicable laws including but not limited to tax consequences of Contributions and Distributions.

The PSP is responsible for all services performed by the PSP and is not acting as our agent or subcontractor. We have no obligation or liability to the PSP in respect to the services provided to you.

## Article IV – Disbursement Process

You may withdraw all or any of the balance of your Account at any time. To receive a withdrawal from your Account, you must instruct us, through your PSP, to distribute funds, in writing, at the address indicated on the Disbursement Request Form, by using the web portal ("*my*RSC.com"), or by using other procedures as we may from time to time specify (known collectively as the "Disbursement Process"). We may offer additional methods of Distributions such as a Credit or Debit Card at a future time without amending this Agreement.


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# HSAToday™ Custodial Account Agreement

In the event that a *my*SourceCard® MasterCard® Debit Card (the "Card") is issued to you, it will act as a method of Distribution. By signing, using or accepting the card, you agree that the use of the Card will be governed by the terms and conditions of this Agreement and the Cardholder Agreement supplied with the Card. The Card can not be used at all MasterCard® acceptance locations. The Card may not be used to obtain a cash advance from any merchant, bank, or ATM. The use of the Card is restricted for use by yourself and qualified dependents and may only be used for qualified medical expenses as defined by the Code and acceptance of the Card by a merchant may not make a statement of the qualification of such charge as an eligible medical expense. All amounts charged on your Card will be paid by electronically deducting the corresponding amount from your Account and you authorize such deductions to be made in accordance with this Agreement and may not exceed the available cash on deposit, excluding investment account funds, if any, in your Account at the time of purchase. Your PSP will establish the setup, monthly and other fees, if any, associated with the Card and will also establish if such fees, if any, will be deducted from your account, paid by your employer, or paid by you with non-Account funds.

The availability of funds in your account may be subject to reasonable funds availability rules imposed by us. You may make Distributions from your Account up to the amount of your Account Balance. At no time may you withdraw more funds than are available in your Account.

You are responsible for complying with all laws governing withdrawals, transfers, and taxes.

## Article V - Amendments

This Agreement may be amended automatically from time to time without any action on the part of Account Holder, the PSP, or the Custodian to comply with the provisions of the Code and related regulations. Such amendments may be made retroactively to the later of the effective date of this Agreement or the effective date of any future legal requirements.

Other amendments may be made without your consent and will become effective upon execution of such amendments.

## Article VI – Beneficiary Designation

You have the authority and responsibility to designate at least one Account Beneficiary who will receive the benefit of the Account upon your death.

You also have the authority to change this designation at any time for any reason by providing us with written notice.

You understand that in the event of your death, your Account Balance, if any, will be distributed to the individual(s) listed as the Beneficiary(ies) on the Application (or subsequent Beneficiary Change Forms) with appropriate percentages of the Account Balance distributed as noted. If no Beneficiary is provided or if we cannot locate the Beneficiary after a reasonable search, the Account Balance, if any, will be paid to your estate.

If the designated Beneficiary is your spouse, that person may continue the Account as if originally established by him or her.

You understand that in some states, your spouse may be required to provide consent if not named as the Beneficiary. It is your responsibility to ensure that the Beneficiary designation made by you complies with applicable laws.

## Article VII – Fees and Minimums

Fees associated with the services performed by the Custodian under this Agreement are contained within the published fee schedule maintained on the Custodian's website indicated on the Application. We reserve the right to change such fees at any time but no such change that results in an increase in fees shall become effective without 30 days prior notice to you. Maintaining the Account after notice has been provided to you will be deemed as your acceptance of the new fees.

In addition to the availability on the website, a copy of the published effective fee schedule may also be obtained by your PSP who is responsible for the establishment of some of the fees such as the Account Setup and Monthly Fee. Other fees such as an NSF Charges and Close Account Fees, will be assessed against your account. All fees assessed directly against your account will be indicated on your fee schedule. A comprehensive fee schedule is available from your PSP. It is your responsibility to ensure that all Account fees are paid in accordance with this Agreement.

## Article VIII – Resignation or Removal of the Custodian

We may resign as the custodian hereunder without your consent, by providing notice of such resignation 30 days prior to the effective date of our resignation. In such event, you shall appoint a qualified successor custodian. Upon our receipt of a written appointment of the successor custodian, we shall transfer and pay over to such successor the assets of the Account. If after 30 days from notice of resignation, we have not received written appointment of a successor custodian, we shall pay or otherwise transfer the assets remaining in the Account to you. We have the right to reserve any necessary balance from the transfer that we deem necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against us.

You may remove us as your custodian by providing notice to us at least 30 days prior to our removal. In the event of our removal, you shall appoint a qualified successor custodian who shall assume all rights, powers, privileges, liabilities and duties as your custodian. We will assign, transfer and deliver to the successor all funds and appropriate information of the Account. We have the right to reserve any necessary balance from the transfer that we deem necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against us.

## Article IX - Notice

Except as otherwise permitted by us, all instructions to us under this Agreement must be in writing. In connection with transactions regarding the Account, the PSP will act as your authorized representative and agent, and will receive written notices from you, which the PSP may communicate to us in written form or electronically in accordance with such procedures and practices as established. You will be bound by any instructions provided to us by the PSP. You must notify us in writing of any change in your PSP designation.

Any notice, report, payment, distribution or other material required to be delivered by us to you under this Agreement, shall be deemed delivered and effective (a) three days after the date mailed by us to your last known address of record as provided on the Application or the last notification of an address change received by us or (b) supplied to myRSC.com for electronic distribution when we have previous knowledge that you have access to the site.

Any notice or instructions required to be delivered by you to us under this Agreement shall be deemed delivered when actually received by us and should be sent to the address shown on the Application or such other address as we may make available to you. Notices should be U.S. mail, first class with postage prepaid and properly addressed.

## Article X – General Provisions

Anything contained in this Agreement to the contrary notwithstanding, neither you nor your beneficiary shall be entitled to use any portion of the Account as security for a loan, nor shall we or any other person or institution engage in any prohibited transaction, within the meaning of section 4975 of the Code, with respect to the Account.

Except to the extent otherwise required by law, none of the funds held in the Account shall be subject to the claims of any creditor of you or your beneficiary, nor shall you or your beneficiary have any right to anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which you may be entitled under the Agreement.

Any dispute, controversy or claim arising out of or relating to the Agreement shall be submitted for and settled by binding arbitration upon receipt by either you or us of a written notice calling for such. A single arbitrator appointed by the American Arbitration Association shall conduct arbitration under the commercial rules then prevailing of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceeding shall be awarded reasonable attorney fees and all other costs and expenses incurred directly in connection with the proceedings, unless the arbitrator for good cause determines otherwise.

If any question arises as to the meaning of any provision of this Agreement, then we shall be authorized to construe or interpret any such provision, and our construction and interpretation shall be binding upon you and your beneficiary.

Throughout this Agreement, the singular form includes the plural where applicable.

Any provision of this Agreement which would disqualify the Account as an HSA for purposes of the Code, shall be disregarded to the extent necessary to make the Account qualify as an HSA under the Code.

The headings and articles of this Agreement are for convenience of reference only, and shall have no substantive effect on provisions of this Agreement.

The provisions of this Agreement shall be construed and interpreted in accordance with the internal laws of the state in which our principal office is located, except to the extent superseded by applicable federal law.

Notwithstanding any other articles which may be added or incorporated into this Agreement, the provisions of Articles I through X hereof and this sentence will be controlling. Any additional articles or provisions that are not consistent with Section 223, sub-sections, applicable rulings and provisions of the Code will be invalid.

This Agreement is part of a series of documents and agreements executed by the Parties relating to the Account, all of which shall be construed consistently to give effect to the intent of the Parties.

By executing the Application, you are bound by the terms and conditions of this Agreement.

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## Service • Expertise • Trust

## HSA Plan Services Provided By:

**Flex Administrators, Inc.**
77 Monroe Center NW, Suite 1100
Grand Rapids, MI 49503
Toll Free: 1-800-968-3539
Local: (616) 456-7908
Toll Free Fax: (866) 320-1934
Local Fax: (616) 454-6090
Account Balance Line: (888) 675-8370

# Completing the Application and Beneficiary Designation Form

**Important**: Before completing the Application and Beneficiary Designation Form, carefully read the HSA Custodial Account Agreement, HSA Disclosure Statement, HSA Terms and Conditions, and Privacy Protection Notice. When completing the application, all fields marked with an asterisk (*) must be completed.

### STEP 1

Complete the **"Account Holder Information"** section. Your Social Security Number and Date of Birth are required for identification purposes. "Mother's Maiden Name" and "City of Birth" are required for security purposes. If you have listed both a street address and P.O. Box, be sure to check one of the options for "Preferred Mailing Address."

### STEP 2

Complete the **"Employer Information"** section only if you are applying for an HSA through your workplace. If you are self-employed, you may skip this section and move to step three.

### STEP 3

Complete the **"Eligibility Information"** section to determine your eligibility for an HSA. If the answer to either question is "no," you should contact your Plan Service Provider to determine if HSA's are right for you. If the answers to all three questions are "yes," proceed to step 4.

### STEP 4

Complete the **"HDHP Information"** section and then sign and date the application under the **"Adoption Agreement"** section. "HDHP" stands for high-deductible health plan. The "Carrier Name" is the insurance company. The "Plan Effective Date" is the date you are eligible for coverage under the insurance plan. The "Deductible Amount" is the dollar amount of your deductible.

### STEP 5

Complete the **"Primary Beneficiary"** and **"Contingent Beneficiary"** sections which indicate the person(s) who will inherit your Health Savings Account upon your death (usually your spouse or children). If no one is listed, the account will transfer to your estate.

### STEP 6

Complete the **"Electronic Funds Transfer"** section to authorize transfers between your Personal Bank Account and your HSA. Check the box in the **"Debit Card Payment Method"** section if you wish to receive a debit card as an alternative distribution method. Mail the application to your Plan Service Provider. Your PSP will then forward this form to the Custodian to establish your Health Savings Account.

Flex Administrators, Inc.

NATIONAL ADVISORS TRUST

# Application & Beneficiary Designation Form

Please complete this form and return to your Plan Service Provider (PSP) indicated on the back of this form.

## ACCOUNT HOLDER INFORMATION (Please Print) *REQUIRED FIELD

*Name: (First)_____(MI)_____(Last)_____

*Preferred Mailing Address: ☐ Home Address ☐ Mailing Address

*Home Address:_____

*City:_____ State:_____ Zip Code:_____

*Mailing Address (if different from above):_____

*City:_____ State:_____ Zip Code:_____

*Home Phone: _____ Work Phone:_____

Email Address: _____ *Date of Birth:_____

*Social Security Number: _____

*Mother's Maiden Name (security purposes only): _____ *City, State of Birth: _____

## EMPLOYER INFORMATION

Employer Name: _____

Address:_____

City:_____ State:_____ Zip Code:_____

Is your HSA funded through Cafeteria Plan deductions? Yes ☐ No ☐

## ELIGIBILITY INFORMATION (You must check yes on each question below to be eligible for an HSA)

☐ Yes ☐ No I am currently, or will be upon the date of my first contribution, an eligible individual as described in the Custodial Account Agreement.

☐ Yes ☐ No I understand that maintaining my eligibility is my responsibility and that the Custodian will assume that all contributions are made while I am eligible to do so.

☐ Yes ☐ No I am currently, or will be upon the date of my first contribution, covered by a High Deductible Health Plan (HDHP) that meets the qualifications detailed in the Custodial Account Agreement.

## HDHP INFORMATION

HDHP Carrier:_____ Check One: ☐ Single Coverage ☐ Family Coverage

Plan Effective Date:_____ Deductible Amount: $ _____

## ADOPTION AGREEMENT

This application is for the establishment of my individually owned Health Saving Account at the Custodian displayed on the reverse side of this form. The information on this application is true and accurate to the best of my knowledge and I submit this form with full understanding and acceptance of the provisions contained within the Custodial Account Agreement, HSA Terms and Conditions Statement and the HSA Disclosure Statement. I also acknowledge that the Plan Service Provider (PSP) indicated on the reverse side of this form is authorized to perform transactions on my account and all such transactions initiated by the PSP should be treated as if initiated directly by me, the Account Holder.

Signature of Account Holder: _____ Date:_____

(Beneficiary Designation on Opposite Side)

# Application & Beneficiary Designation Form *(cont.)*

Pursuant to Section VI of the Custodial Account Agreement, you are authorized to designate one or more individuals as your Account Beneficiary(ies). For each designated person below, include their address, city, state, zip, social security number (if known) and relationship to you in the space provided. You must also designate a percentage of your remaining account (if any) to be distributed to that individual.

Note: All percentages must add up to 100%.

## PRIMARY BENEFICIARY(IES)

Name: _____ %_____

Address:_____ City:_____ State:_____ Zip:_____

SSN:_____ Relationship:_____

Name: _____ %_____

Address:_____ City:_____ State:_____ Zip:_____

SSN:_____ Relationship:_____

If all individuals listed as Primary Beneficiaries precede you in death or cannot be located after a reasonable search by the Custodian, all non-allocated funds (if any) in your account will be distributed to your Contingent Beneficiary(ies) designated below. In the event that no beneficiary can be located, your account balance (if any) will be distributed to your estate.

## CONTINGENT BENEFICIARY(IES)

Name: _____ %_____

Address:_____ City:_____ State:_____ Zip:_____

SSN:_____ Relationship:_____

Name: _____ %_____

Address:_____ City:_____ State:_____ Zip:_____

SSN:_____ Relationship:_____

Note: Special rules apply in certain states if a married individual does not select his/her spouse as beneficiary. If you reside in a community or marital property state and designate a person other than your spouse as beneficiary, you must obtain authorization from your spouse. It is the responsibility of the Account Holder to ensure that the individual(s) designated as beneficiary(ies) are legally authorized to act in that fashion.

## ELECTRONIC FUNDS TRANSFER

I hereby authorize my Plan Service Provider (PSP) to facilitate Electronic Funds Transfer (EFT) between my Health Savings Account (HSA) and my Personal Bank Account as indicated below. These EFT transactions will be facilitated by the PSP but will be initiated by the Custodian. EFT transactions will be either a withdrawal from my Personal Bank Account for subsequent deposit into my HSA or will be a withdrawal from my HSA for subsequent deposit into my Personal Bank Account.

Account Type: ☐ Checking Account ☐ Savings Account

Bank Name: _____

Address:_____ City:_____ State:_____ Zip:_____

Bank Routing Number (First 9 numbers on bottom of check): _____

Bank Account Number (Second set of numbers): _____

## DEBIT CARD PAYMENT METHOD

☐ I hereby request a *my*SourceCard® MasterCard® debit card as an alternate distribution method from my HSA account. I understand that additional fees may apply. (See Article IV of the Custodial Account Agreement for terms of usage.) Print exactly as you would like it to appear on your card. 21 characters maximum, including spaces.

**Name on 1st Card:** ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

**Name on 2nd Card:** ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

## CUSTODIAN

National Advisors Trust
10881 Lowell Ave., Suite 100, Overland Park, KS 66210
Phone: (877) 527-3476 • Fax (913) 498-0798 • E-Mail: info@nationaladvisorstrust.com

## CUSTODIAL ACCOUNT MANAGER

DataPath Financial Services, Inc.
P.O. Box 55068 • Little Rock, AR 72215
Web: www.myHSAtoday.com • Email: info@myHSAtoday.com

## PLAN SERVICE PROVIDER

Flex Administrators, Inc.
77 Monroe Center NW, Suite 1100, Grand Rapids, MI 49503
Toll Free: 1-800-968-3539 • Toll Free Fax: (866) 320-1934

## MARKETING REPRESENTATIVE

Name:_____

Serial Number (to be completed by the PSP): _____

**Official Use Only** Account Number:_____ Date:_____

Notes: _____ Signature: _____

# HSAToday Custodial Account Agreement

## HSA DISCLOSURE STATEMENT

**OVERVIEW** – Section 1201 of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, added section 223 to the Code to permit eligible individuals to establish a Health Savings Account for taxable years beginning after December 31, 2003. A Health Savings Account ("HSA") is an individually owned account maintained at a financial institution where tax-favored contributions can be made on behalf of individuals covered under certain High Deductible Health Plans ("HDHPs") with tax-free distributions allowed for qualified medical expenses. An HSA is portable, which means that the Account Holder can use the HSA after termination of employment or retirement.

**GENERAL REQUIREMENTS OF AN HSA** – Your contributions must be made in the form of cash or as an Electronic Funds Transfer (EFT). Your regular annual contributions for any taxable year may be deposited at any time during that taxable year and up to the due date for the filing of your federal income tax return for that taxable year, no extensions. This generally means April 15th of the following year.

An HSA can be established under a properly designed cafeteria plan under Section 125 of the Code. This allows you to make a salary reduction of the contribution amount to your HSA. This results in a contribution to the HSA that is deducted from your paycheck before taxes are calculated.

The Custodian of your HSA must be a bank, insurance company or any other entity that is already approved to act in such a capacity by the Secretary of the Treasury.

No portion of your HSA funds may be invested in life insurance contracts.

The assets in your HSA may not be commingled with other property except in a common trust fund or common investment fund.

You may not invest HSA assets in collectibles (as described in Section 408(m) of the Code). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the IRS. The assets of your HSA remain tax-exempt while the funds are in your account.

**ELIGIBILITY FOR AN HSA** – You are permitted to make a regular contribution to your HSA for any taxable year if you are an "Eligible Individual." An eligible individual means, with respect to any month, any individual who: (1) is covered under a High Deductible Health Plan (HDHP) on the first day of such month; (2) is not also covered by any other health plan that is not an HDHP; (3) is not enrolled in benefits under Medicare; and (4) may not be claimed as a dependent on another person's tax return.

An HDHP is defined as a High Deductible Health Plan with an annual deductible and out-of-pocket limits that are updated annually for Cost of Living adjustments (see your Plan Service Provider for current limits). The deductible is not required to apply to charges relating to "Preventive Care" expenses.

An individual is not disqualified from being an Eligible Individual solely because he or she has any of the coverage listed below in addition to the HDHP. This coverage is classified as Permitted Insurance and includes insurance if substantially all of the coverage provided under such insurance relates to:

- Liabilities incurred under worker's compensation laws;
- Tort liabilities;
- Liabilities relating to ownership or use of property; or
- Insurance for a specified disease or illness (e.g., cancer insurance);
- Insurance paying a fixed amount per day (or other period) of hospitalization; and
- Insurance for Dental, Vision or Long-Term Care.

An individual is not disqualified from establishing and contributing to an HSA solely because he or she is a participant in a Health FSA with a grace period, provided the individual either has a zero balance on the last day of the plan year or the individual transfers the entire balance to the HSA as of the last day of the plan year (subject to the FSA one time rollover rules set forth below).

**CONTRIBUTIONS TO AN HSA** – The maximum contribution permitted for an Eligible Individual with self-only coverage of an HDHP is the statutory maximum that is updated annually for Cost of Living adjustments (see your Plan Service Provider for current limits). The maximum contribution permitted for an Eligible Individual with family coverage of an HDHP is the statutory maximum that is updated annually for Cost of Living adjustments (see your Plan Service Provider for current limits). The annual contribution limit is the sum of the limits determined separately for each month based on the individual's status and health plan coverage as of the first day of the month. HSA rules are applied without regard to community property laws.

An individual who first becomes an eligible individual anytime on or before the first day of December of any year is treated as though they are an eligible individual for the entire year so long as they continue to be an eligible individual for 12 months beginning with the last month in the year in which the individual became an eligible individual.

If an individual fails to be an eligible individual during that 12 month period, all contributions attributable to months for which the individual was not an eligible individual during the year are included in gross income for the year in which the individual ceases to be an eligible individual (except for failure to maintain eligible individual status due to disability or death) and such amounts are subject to a 20% excise tax.

Contributions must be made in the form of cash or as an EFT. Contributions can be made by you or by other individuals on your behalf. Your HSA contribution limit is reduced by any contributions made by others on your behalf. Contributions made to your HSA in the form of a Rollover, or transfer of asset, from an MSA or HSA must be in accordance with the Code and must be in the form of cash or as an EFT.

An Eligible Individual who is age 55 or older is allowed to make an additional "catch-up" contribution of $1000 for tax year 2009 and thereafter.

If an Eligible Individual makes an HSA contribution, a deduction is permitted for the taxable year equal to an amount, which is the aggregate amount, paid in cash during such taxable year to an HSA. All HSA contributions must be made for a calendar year no later than the taxpayer's tax filing due date (generally April 15), not including extensions.

If a married couple is covered under separate HDHPs, then each spouse is eligible for his/her own HSA, in which case each spouse could contribute up to the maximum statutory amount for an individual into his/her own HSA. If a married couple is covered under the same high deductible health plan and each spouse makes contributions to a separate HSA account, then the maximum statutory amount for a family may be divided equally between them or they can agree to divide it in another fashion.

Employer contributions to an employee's HSA, within statutory limits under a cafeteria plan, are not included in compensation paid to the employee. Employers deduct the HSA contributions on their tax return and report the amount on the employee's W-2 form as non-taxable income.

**EXCESS CONTRIBUTIONS** – Generally, excess HSA contributions is any contribution that exceeds the contribution limits, and such excess contributions are subject to a 6% excise tax on the principal amount of the excess each year until the excess is corrected.

For Post-tax and Employer contributions, the 6% excise tax may be avoided if the excess amount plus the earnings attributable to the excess is distributed by your tax filing deadline including extensions for the year during which the excess contribution was made, and you do not take a deduction for such excess amount. If you decide to correct your excess in this manner, the principal amount of the excess returned is not taxable (but excess employer contributions would have been taxable when made). However, the earnings attributable to the excess are taxable to you in the year that the distribution occurred.

If you do not correct your excess contribution in the manner prescribed above by the due date for filing your tax return, then you may withdraw the principal amount of the excess (no earnings need be distributed). And excise tax will apply however, first to the year in which the excess contribution was made and each subsequent year until it is withdrawn. The excise tax rate is currently 6% but is subject to change.

**ROLLOVER HSAs** – A rollover from another HSA/MSA is any amount you receive from one HSA/MSA and rollover into another HSA. You are not required to roll over the entire amount received from the first HSA/MSA. However, any amount you do not roll over will be taxed at ordinary income tax rates for Federal Income Tax purposes and may be subject to an additional excise tax if the distribution does not meet one of the exceptions. The excise tax will be 20% for the amount withdrawn from an HSA/MSA and not subsequently rolled to another HSA within the allotted timeframe. The following special rules also apply to rollovers between HSAs/MSAs:

- The rollover must be completed no later than the 60th day after the day the distribution was received by you.
- You may have only one HSA/MSA to HSA rollover during a 12 consecutive month period measured from the date you received a distribution of an HSA/MSA which was rolled over to another HSA.
- You are not required to receive a complete distribution from your HSA/MSA in order to make a rollover contribution into another HSA, nor are you required to roll over the entire amount you received from the first HSA.
- If you inherit an HSA/MSA due to the death of the account holder, you may not roll this HSA/MSA into your own HSA unless you are the spouse of the decedent.

In addition, an unlimited amount of direct HSA trustee-to-trustee transfers may occur.

**ROLLOVER FSAs/HRAs** – A one time rollover from a Health FSA or HRA of the lesser of the Health FSA or HRA balance in effect on September 21, 2006 or the balance as of the date of the rollover to an HSA is permitted at any time prior to January 1, 2012. The Qualified HSA Distribution is treated as a rollover contribution for HSA purposes; therefore, it does not decrease the amount that may be contributed to the HSA during the year. The rollover must be made directly by the employer to the HSA custodian/trustee.


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The individual must continue to be an eligible individual for the 12 month period beginning with the month in which the Qualified HSA Distribution is made or the entire Qualified HSA Distribution will be included in gross income and subject to a 20% excise tax (except for the failure to maintain eligible individual status due to disability or death).

The Qualified HSA Distribution is subject to a modified comparability rule. If the employer makes Qualified HSA Distributions available to any employee, the employer must make Qualified HSA Distributions available to all employees covered under the employer's HDHP.

**ROLLOVER IRAs** – A one time rollover from trustee-to-trustee transfer of IRA funds to an HSA is permitted to the extent the transfer doesn't exceed the maximum annual HSA contribution amount updated annually for Cost of Living adjustments (see your Plan Service Provider for current limits). The IRA transfer is not treated as a rollover contribution. Thus any amounts transferred from the IRA to the HSA during the year reduce the maximum amount that may otherwise be contributed to the HSA during that year.

If an individual electing the one-time transfer does not remain an eligible individual for the 12 months following the month of the contribution, the transferred amount is included in the income and subject to a 20% additional tax.

**DISTRIBUTIONS** – Any amounts distributed from your HSA account for qualified medical expenses are not included in your gross income for the year and are not subject to the 20% excise tax.

Qualified medical expenses include amounts paid with respect to the individual, the individual's spouse, and the individual's dependents, for medical care defined under section 213(d) of the Code if such amounts are not compensated for any insurance or otherwise. Medical Care includes amount paid:

A) for the diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body;
B) for transportation primarily for and essential to medical care referred to above; or
C) amounts paid for certain lodging while away from home primarily for and essential to medical care, if such medical care is provided by a physician in a licensed hospital and is no significant element of personal pleasure, recreation or vacation in the travel away from home. The term medical care does not include cosmetic surgery.

Generally qualified medical expenses do not include payment of insurance premiums. Exceptions to this rule include coverage under:

A) a health plan during any period of continuation coverage required under Federal law (COBRA);
B) a qualified long term care insurance contract (as defined in section 7702(b) IRC);
C) a health plan during a period in which the individual is receiving unemployment compensation under any Federal or State law; or
D) Medicare premiums, when deducted from Social Security payments.

Any amounts distributed from an HSA account that are not used to pay for qualified medical expenses are included in the gross income of the taxpayer. Also such distribution will be subject to a 20% excise tax. Exceptions to the 20% excise tax include:

- distributions due to the Account Holder becoming disabled (defined under section 72(m)(7) IRC);
- distributions made to the beneficiary(ies) upon the death of the Account Holder;
- distributions made to an Account Holder after such individual becomes eligible for Medicare. (The age specified in section 1811 of the Social Security Act is currently age 65.); or
- distributions from an HSA/MSA that are subsequently rolled over to another HSA within 60 days from the day of receipt of the distributions.

If the Account Holder designated his/her spouse as the designated beneficiary, the surviving spouse shall be treated as the account holder of the HSA after the Account Holder's death. This means that when the Account Holder dies, if the surviving spouse is the designated beneficiary, then the surviving spouse assumes such account automatically.

If a non-spouse beneficiary (other than the estate) is the designated beneficiary, then the HSA ceases to be an HSA on the date of death, and the fair market value of the Account on the date of death is treated as taxable to such non-spouse beneficiary for such taxable year.

If the taxpayer's estate is the designated beneficiary, then the fair market value of the assets in the account are includible in the decedent's gross income on the last tax return of the decedent.

Distributions made to a beneficiary shall not be taxable to the extent that the decedent incurred qualified medical expenses prior to death and the beneficiary pays such amounts within one year of the date of death. If the designated beneficiary is the estate and the decedent's gross income for the last taxable year is increased by the amount of the distribution, then the estate taxes are reduced by such amount.

**PROHIBITED TRANSACTIONS** – If you or your beneficiary(ies) engage in a prohibited transaction (as defined under Section 4975 of the Code) with your HSA, it will lose its tax exemption and you must include the value of your account in your gross income for that taxable year. If you use your HSA for security or pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

**REPORTING REQUIREMENT** – Each year, we will report to the IRS and to you, as required by the Code. A Tax Form 1099-SA and Tax Form 5498-SA will be made available before the regulatory deadline. The form 1099-SA reflects Distributions from your Account and the Form 5498-SA reflects Contributions and the fair market value of your Account.

If you are an HSA account holder, additional reporting using the Form 8889 is required by you, to be sent along with your Tax Form 1040.

**TRANSFERS** – A direct transfer of all or a portion of your funds is permitted from this HSA to another HSA or vice-versa. Transfers do not constitute a distribution since you are never in receipt of the funds. The monies are transferred directly to the new trustee or custodian.

If you should transfer all or a portion of your HSA to your former spouse's HSA under a divorce decree (or under a written instrument incident to divorce) or separation instrument, you will not be deemed to have made a taxable distribution but merely a transfer. The portion so transferred will be treated at the time of the transfer as the HSA of your spouse or former spouse

*This disclosure statement is intended to provide only a summary of the rules and regulations that apply to Health Savings Accounts (HSAs). It is intended to be informational and does not constitute tax or legal advice regarding any specific situation. For more information or tax advice, please contact your tax advisor..*

## HSA TERMS AND CONDITIONS STATEMENT

**AGREEMENT** – These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words "we", "our", or "us" mean the HSA Custodian as indicated on your HSA application, and the words "you" or "your" mean the account holder(s). This account may not be transferred or assigned without our written consent.

Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.
The purpose of this form is to:

1. Summarize the rules applicable to the more common transactions;
2. Establish rules to govern transactions or circumstances, which the law does not regulate; and
3. Establish rules for certain events or transactions which the law already regulates but permits variation by agreement

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing.

**LIABILITY** – You agree to the terms of this Account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. You agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

**DEPOSITS** – Any items, other than cash, may not be accepted for deposit, and if accepted will be given provisional credit only until collection is final. Unless otherwise disclosed, interest on non-consumer accounts will be paid only on collected funds, subject to minimum balance or other limitations, if any. We are not responsible for transactions initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

**WITHDRAWALS** – Unless otherwise clearly indicated on the account records, only you may withdraw or transfer all or any part of the account balance at any time on forms


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approved by us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests that overdraw the finally collected account balance does not obligate us to do so, unless required by law. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer.

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** – You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the application. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. The HSA is an Individual Account and therefore is owned by one person.

**AMENDMENTS AND TERMINATION** – We may change any term of this agreement. For other changes we will give you notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail.

**STATEMENTS** – You must examine your statement of account with "reasonable promptness". If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 20 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**SET-OFF** – You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

**AGENCY (POWER OF ATTORNEY) DESIGNATION** – Agents may make account transactions on the behalf of the parties, but have no ownership or rights at death unless named as beneficiary(ies).

## PRIVACY PROTECTION NOTICE

**PERSONAL INFORMATION PRIVACY PROTECTION NOTICE** – As your custodian, protecting the privacy and confidentiality of your personal information is important to each of us. We value your business and the trust you put in us. To offer you the financial products and services you seek, we collect, maintain, and use information about you on a routine basis. To help you better understand how your personal information is protected, we are providing you with the following statement describing our practices and policies with respect to the privacy of customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and practices described in this notice.

**INFORMATION WE COLLECT** – As your trusted financial institution, we collect, retain, and use personally identifiable financial information (or nonpublic personal information) about individual customers, allowed by law, to provide products and services to our customers. We may collect nonpublic information from such sources as:

- applications or other forms;
- information about your transactions with us, our affiliates, or others, and
- information we receive from a consumer reporting agency.

**HEALTH INFORMATION WE COLLECT** – we may collect personally identifiable health information, like medical reports, for certain products or services that we offer. We do not share personally identifiable health information with anyone except as may be requested or required in connection with processing a product or service you have requested or as required or permitted by law.

**USE OF INFORMATION** – We use personal information in ways that are compatible with the purposes for which we originally requested it. For example, we will use the information you give us to process your requests and transactions, to provide you with additional information about products and services or to evaluate your financial needs. We collect and use personal information to administer our business and deliver quality service to you. This may include advising you about our products or services, those of our affiliates, those of our business partners and other opportunities that we believe may interest you.

**INFORMATION WE SHARE** – We may disclose nonpublic personal information about you with our corporate affiliates and other nonaffiliated third parties under certain circumstances to provide account services. Any nonpublic information shared is conducted in strict adherence to applicable law. We do not disclose any nonpublic personal information about you to anyone, except as permitted by law.

**WHO RECEIVES INFORMATION AND WHY** – We do not disclose any nonpublic personal information about our customers, or former customers, to anyone, except as permitted by law. We may exchange such information with our affiliates and certain non-affiliated third parties (under limited circumstances) to the extent permissible under law to service your account, report to credit bureaus, manage risk, and other financial services related activities.

**ACCURACY AND RIGHT TO CORRECT** – We continually strive to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please notify us. We will investigate your concerns and correct any inaccuracies.

**HOW WE PROTECT YOUR INFORMATION** – We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. Your confidence in us is important and we want you to know that your personal and account information is safe.

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