

Application Booklet

Health Savings Account

Equity Trust Company

FACTS	WHAT DOES EQUITY TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<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"> ■ Social Security number and account transactions ■ Account balances and transaction history ■ Assets and investment experience 	
How?	All financial companies need to share customers’ 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 Equity Trust Company chooses to share; and whether you can limit this sharing.	
	Does Equity Trust Company 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	Yes	No
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
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share
Questions?	Call 800-209-9010 or go to www.equityinstitutional.com	

Who we are	
Who is providing this notice?	Equity Trust Company ("Equity Trust")
What we do	
How does Equity Trust Company 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 Equity Trust Company collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ■ Open an account or direct us to buy or sell securities ■ Make deposits or withdrawals from your account ■ Provide account information or give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state laws.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies with an Equity or ETC or Innovayte name; financial companies, such as IPL Lending, LLC; nonfinancial companies, such as Retirement Education Group, Inc. d/b/a Equity University; and others, such as Midland IRA, LLC and UBIT Professional LLC.</i>
Non-Affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Equity Trust Company does not share with non-affiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Equity Trust Company does not jointly market.</i>
Other Important Information	<p>California Residents: We will not share your personal information with nonaffiliates for their marketing purposes without your authorization. We will not share your personal information with affiliates or with other financial companies for joint marketing purposes.</p> <p>Vermont residents: We will not share your personal information with nonaffiliates for their marketing purposes, or share consumer report information about you with affiliates, without your authorization.</p>

Consult With Your Attorney

Carefully read the enclosed information. Please consult with your attorney or tax advisor if you are thinking about starting your own trust.

Application and Form 5305-B

The application and Form 5305-B are the legal documents through which you join the Trust. They should be carefully considered. Please complete and sign the application and Form 5305-B. Send the originals to Equity Trust. Make one copy for your records and provide one copy to your investment executive. We cannot accept incomplete or unsigned documents.

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires Equity Trust Company to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, your brokers will ask for your name, address, date of birth, and other information that will allow them to identify you. Your broker may also ask to see your driver's license or other identifying documents.

Trust Installation and Notice

Individual accounts will be opened by your broker. The title of the account will be as follows:

Equity Trust Company, Trustee
FBO (Name of Account Holder), Health Savings Account (HSA)

Account Executive Note:

Duplicate statements should be sent to:

Equity Trust Company
Attn: DTS
P. O. Box 45274
Westlake, OH 44145

(Note: Our Federal Tax ID number should appear when opening cash accounts. It is 05-0552743. When a cash account is opened, both Trustee and Designated Beneficiary must receive a statement).

Investments

It is your responsibility to direct the investment of the Trust funds. Investment directions may be given directly to your brokerage firm. Investment confirmations will be sent to you by the brokerage firm.

Contributions

Important: Forward all contributions to your brokerage firm. To make sure the contributions are associated with the proper tax year, the brokerage firm's cash statement must designate the tax year for which the contribution is made. If no year is designated, the contribution will be considered made in the tax year in which it is deposited. If you make a Rollover, the brokerage firm's cash statement must indicate "RO" next to the asset(s) received.

Note: With the exception of rollovers, contributions in excess of the allowable amount per year (as indexed), plus excess of allowable catch-up contributions (as indexed) (or such limits as may be established by law) cannot be accepted.

Mailing Instructions

If sent First Class, address to:

Equity Trust Company Attn:
DTS
P. O. Box 45274
Westlake, OH 44145

If sent by a courier service, address to: Equity

Trust Company
Attn: DTS
1 EquityWay
Westlake, OH 44145

Records

It is extremely important for you to keep good records covering your contributions and investments. Remember that you assume the responsibility for filing all Federal and State tax returns and forms required as an Account Holder of a Health Savings Account.

(Note: Our Federal Tax ID number should appear when opening cash accounts. It is 05-0552743. When a cash account is opened, both Trustee and Designated Beneficiary must receive a statement).

This Disclosure Statement sets forth general terms, conditions and requirements related to your HSA with us, including some of the requirements under IRS Form 5305-C. This Disclosure Statement is not to be construed as giving or replacing legal advice. Please consult with a tax professional concerning any tax questions related to your HSA with us.

GENERAL INFORMATION

Generally, an HSA is a tax-exempt custodial account established exclusively for paying qualified medical expenses in conjunction with a High Deductible Health Plan (HDHP).

REQUIREMENTS OF AN HSA

A. **Eligibility Requirements** – You are an eligible individual with respect to establishing an HSA for any month you (1) are covered under a high deductible health plan (HDHP) as of the first day of such month; (2) are not also covered by any other health plan that is not a HDHP and that provides coverage for any benefit covered under the HDHP (with limited exceptions); (3) are not enrolled in Medicare; and (4) are not eligible to be claimed as a dependent on another person's tax return.

The requirement that the individual not be covered by any other health plan does not include coverage for accidents, disability, dental care, vision care or long-term care or coverage for "permitted insurance", which generally is insurance which relates to liabilities under workers' compensation laws, tort liabilities, auto insurance, insurance for a specific disease or illness and insurance that pays a fixed amount of hospitalization per day.

B. **High Deductible Health Plan (HDHP)** – Generally, a HDHP is a health plan that satisfied certain requirements with respect to deductibles and out-of-pocket expenses. For self-only coverage, a HDHP has an annual deductible of at least \$1,650 for 2025, and annual out-of-pocket expenses required to be paid (deductibles, co-payments and other amounts but not premiums) not exceeding \$8,300 for 2025. For family coverage, a HDHP has an annual deductible of at least \$3,300 for 2025, and annual out-of-pocket expenses required to be paid not exceeding \$16,600 for 2025. These amounts may be adjusted annually for cost-of-living increases.

C. **Non-Forfeatability** – The assets in your HSA are non-forfeitable.

D. **Eligible Custodians** – The custodian of your HSA must be a bank, savings and loan association, credit union, or a person or entity approved by the Secretary of the Treasury.

E. **Commingling Assets** – The assets of your HSA cannot be commingled with other property except in a common custodial fund or common investment fund.

F. **Life Insurance** – None of your assets in your HSA may be invested in life insurance contracts.

CONTRIBUTIONS

A. **Cash Contributions** – All regular or annual HSA contributions must be in cash unless it is a rollover contribution.

B. **Contributors** – If you meet the eligible requirements for an HSA, you, your employer, your family members or any other person may contribute to your HSA.

C. **Maximum Contribution** – The maximum annual cash contribution is the sum of the limits determined separately for each month that you are an eligible individual. The determination for each month is based on whether, as of the first day of such month, you are eligible to contribute and whether you have self-only or family

coverage under a high deductible health plan (HDHP). If you have self-only coverage, the maximum monthly contribution is 1/12 of \$4,300 for 2025. If you have family coverage, the maximum monthly contribution is 1/12 of \$8,550 for 2025, with possible cost-of-living adjustments in future years. If you are not an eligible individual for all 12 months of a year, the contribution limit may be prorated. However, if you become HSA-eligible after the beginning of the year, you may make a full year's contribution up to the statutory contribution limit as long as you maintain eligibility during the "testing period". The "testing period" begins the last month of the initial eligibility year and runs for a full 12 months. If you do not remain eligible during the testing period, you must include in your gross income the contributions made for the months that you were not otherwise eligible and pay a 10 percent penalty tax on the amount.

D. **Catch-Up Contributions** – If you are age 55 or older before the close of the taxable year, you may make an additional contribution to your HSA. The maximum additional contribution to your HSA is \$1,000 per year. It is your obligation to ensure that you are eligible for a catch-up contribution.

E. **Contribution Deadline** – The deadline for making an HSA contribution is your tax return due date (not including extensions).

F. **Excess Contributions** – An excess contribution is a contribution made for a taxable year that exceeds the contribution limits. If the excess is not corrected timely, a penalty tax of six percent will be imposed upon the excess amount.

1. **Withdrawing Excess Before Your Tax Filing Deadline.** You can avoid the six percent penalty tax if your excess contribution is corrected by withdrawing the excess amount, along with the earnings attributable to the excess, before your tax filing deadline, including extensions, for the year for which the excess contribution was made. While the excess amount is not taxable, you must include the earnings attributable to the excess in your taxable income in the year in which the contribution was made.

2. **Withdrawing Excess After Your Tax Filing Deadline.** If you correct an excess contribution after your tax filing deadline, including extensions, the six percent excess contribution penalty tax will be imposed on the excess contribution for each year it remains in the HSA.

3. **Carry Forward Excess to a Subsequent Year.** Excess contributions made for one taxable year can be carried over to subsequent years, subject to the subsequent year's contribution limit. If you do not withdraw the excess contribution, you may carry forward the contribution for a subsequent tax year. The six percent excess contribution penalty tax will be imposed on the excess amount for each year that it remains as an excess contribution at the end of the year.

Penalty taxes should be reported and filed with the IRS with Form 5329, along with your income tax return.

G. **Deductibility of Contributions** – Contributions made by you to your HSA, which do not exceed the maximum annual contribution amount, are deductible by you when determining your adjusted gross income. You are not required to itemize your deductions to

get this benefit. The deduction is allowed regardless of whether you itemize deductions. However, employer contributions to your HSA are excludable from your gross income and you cannot deduct such amounts on your tax return as HSA contributions.

DISTRIBUTIONS

- A. **General** – Distributions from an HSA are permitted at any time. However, there may be custodial fees associated with such distributions.
- B. **Tax-Deferred Earnings** – The investment earnings of your HSA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).
- C. **Taxation of Distributions**
 - 1. Distributions taken from your HSA to pay for qualified medical expenses or to reimburse you for qualified medical expenses for which you already paid are excluded from your gross income.
 - 2. Qualified medical expenses include amounts paid for medical care, as defined under IRC Section 213(d), for you, your spouse and your dependents, so long as such expenses were not covered by insurance or otherwise. In addition, these expenses must be incurred only after the HSA has been established.
 - 3. Distributions made for purposes other than qualified medical expenses are included in your gross income and are subject to an additional twenty percent penalty tax. This additional 20 percent penalty tax will apply unless a distribution is made for the following circumstances: (1) after you become eligible for Medicare; (2) your death; or (3) disability.
 - 4. You are solely responsible for determining the taxability or non-taxability of any distribution from your HSA. Please see IRS Publication 502, Medical and Dental Expenses, for detail concerning qualified medical expenses, available at www.irs.gov.

ROLLOVERS

- A. Your HSA may be rolled over to another HSA of yours or may receive rollover contributions, provided that all of the applicable rollover rules are followed. We have discretion on whether we will accept, and how we will process, a rollover or transfer to or from your HSA.
- B. **HSA or Archer MSA to HSA Rollovers** – You are permitted to roll over assets from your HSA to another HSA of yours if the requirements of IRC Section 223(f)(5) are met. For example, the distribution must be rolled over not later than 60 days after the distribution is received to avoid tax consequences and to effect a proper rollover. You may make only one rollover contribution to an HSA during a 12-month period. Assets distributed from your Archer MSA also may be rolled over to your HSA and the 60-day window is a requirement.
- C. **Written Election** – At the time you make a rollover to an HSA, you must designate in writing to the custodian your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.
- D. **Qualified HSA Funding Distribution** – If you are an eligible HSA individual, you may elect to take a qualified funding distribution from your IRA and directly deposit it into your HSA. The amount of the qualified HSA funding distribution may not exceed the maximum HSA contribution limit that you have at the time of the deposit, and counts toward your HSA contribution limit for that year. If you do not remain HSA-eligible (for reasons other than death or disability) for 12 months following the transaction, the amount of the transaction is subject to taxation and a 10 percent

penalty tax.

ROLLOVERS

- A. If you die and your beneficiary is your spouse, your HSA (or the relevant portion thereof) will become your spouse's HSA as of the date of your death, subject to the same rules and regulations.
- B. If your beneficiary is not your spouse, the HSA (or the relevant portion thereof) will cease to be an HSA as of the date of your death.
- C. If the beneficiary is your estate, the fair market value of the HSA is taxable on your final tax return as gross income. For other beneficiaries, the fair market value of the account is taxable to that beneficiary as gross income in the tax year that includes the date of death.

LIMITATIONS AND RESTRICTIONS

- A. **Deduction of Rollovers and Transfers** – A deduction is not allowed for rollover or transfer contributions.
- B. **Prohibited Transactions** – If you or your beneficiary engage in a prohibited transaction with your HSA, as described in Code Section 4975, your HSA will lose its tax exempt status. You would then have to include the fair market value of your HSA as of that first day in your gross income for the year during which the prohibited transaction occurred. Applicable taxes and penalties may apply. Please refer to your tax advisor and Section 4975 of the IRC for guidance.
- C. **No Pledging** – If you 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.

OTHER INFORMATION

- A. **IRS Plan Approval** – The agreement used to establish this HSA has been approved by the IRS. The IRS approval is a determination only as to form. It is not an endorsement of the plan in operation or of the investments offered.
- B. **No Tax Advice** – The custodian does not render any tax advice to you and, as such, you should seek the guidance of a tax or legal professional before opening an HSA with us. Section 223 of the Internal Revenue Code and other relevant IRC sections govern your HSA, as well as this Disclosure Statement, the Agreement and any amendments to these documents. For more information on HSAs, please refer to IRS Publication 969 and IRS Publication 502 for a list of qualified medical expenses that may be reimbursed from HSAs or contact the IRS.

Health Savings Trust Account
(Under section 223(a) of the Internal Revenue Code)**Do not file**
with the Internal
Revenue Service

Name of account owner (grantor)

Date of birth of account owner

Address of account owner (Street address, city, state, ZIP code)

Name of trustee

Address or principal place of business of trustee

The account owner named above is establishing this health savings account (HSA) exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents. The account owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a high deductible health plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

\$ dollars in cash is assigned to this trust account.

The account owner and the trustee make the following agreement:

Article I

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

Article II

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

Article III

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

Article IV

The account owner's interest in the balance in this trust account is nonforfeitable.

Article V

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

Article VI

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

Article VII

If the account owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the beneficiary is not the account owner's spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is the account owner's estate, the fair market value of the account as of the date of death is taxable on the account owner's final return. For other beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

Article VIII

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

Article IX

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

Article X

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

Article XI

Article XI may be used for any additional provisions. If no other provisions will be added, draw a line through this space. If provisions are added, they must comply with the requirements of Article IX.

Article XII

A. Contributions and Rollovers

Contributions. You are responsible for determining whether any contribution, transfer or rollover to this Health Savings Account (HSA) complies with the terms of this Trust Agreement and the Internal Revenue Code. We are not responsible for any taxes, penalties, judgments or expenses incurred in connection with this Health Savings Account and we are under no duty to determine whether the amount of any contribution, transfer or rollover is in accordance with the Trust and the Code or exceed the limits of the Code. Contributions made to this Trust by or for the Account Holder are fully vested and non-forfeitable at all times.

Form of Contributions. All annual contributions to this Trust must be in the form of cash, checks, or electronic fund, except as otherwise allowed by law.

Deadline for Contributions. Contributions made to this Trust by the Account Holder must be made to, or for the account, no later than April 15th of the year following the year to which the contribution relates. Except as provided below, if you make an annual contribution to your Health Savings Account, we will treat the contribution as made for the year in which it is received in our office. If the contribution is for a prior year, you must clearly indicate in writing, that the contribution is intended for the prior calendar year and the contribution must be received by us by your tax filing date (excluding extensions).

Rollovers and Transfers. We may accept rollovers and transfer of other Health Savings Account or Archer MSA assets (whether in cash or in-kind, subject to our policies), provided that you have provided all requested information regarding the rollover/transfer.

B. Investments

Investment Control- Notwithstanding any other provision of this Trust Agreement, the Trustee shall exercise all investment and management powers granted to it hereunder including, but not limited to all powers related to the acquisition, disposition, retention, exchange, change in character, lending, borrowing, pledging, mortgaging, managing leasing, granting of options with respect to, insuring, abandoning, or in any way relating to the investment of management of trust assets, only upon the direction of the Trust Advisor or Account Holder (the "Trust Advisor"). The Account Holder will be the initial Trust Advisor and shall have power, in a writing delivered to the Trustee, to designate any successor Trust Advisor to serve upon the Account Holder's death or during the Account Holder's incapacity; failing any such designation, the successor Trust Advisor will be the Beneficiary or Beneficiaries who are not under any incapacity, who will be solely responsible for the investment direction of the account.

As provided in Chapter 55-1B-2 of the South Dakota Codified Laws, in no event shall any Trustee hereunder be liable for any matter with respect to which it is directed pursuant to this Section B of Article XII except in cases of such Trustee's own willful misconduct. The Trustee shall be under no duty to inquire into or monitor the investment of the trust assets or the directions of the Trust Advisor. The Trust Advisor will direct the Trustee with respect to the investment of all contributions and the earnings under the trust. Such direction will be limited to securities obtainable through the brokerage firm designated in the application (or other stockbroker selected by the Trust Advisor and approved by the Trustee) for reinvestment in accordance with the instructions of the Trust Advisor. Notwithstanding the above, the Trust Advisor may direct contributions and earnings to be placed in a savings account or a Certificate of Deposit with an institution approved by the Trustee. If at any time there is no Trust Advisor serving hereunder, the Trustee shall have no duty to make any investment decisions or to monitor the investment of trust assets pursuant to decisions previously made at the direction of the Trust Advisor. Any Trust Advisor, other than the Account Holder or a Beneficiary, may resign at any time upon thirty (30) days written notice to the Trustee. The Trust Advisor need not inquire into the Trustee's performance of its duties and shall not be held liable for any loss whatsoever to the trust, unless it results from actions taken in bad faith or its own willful misconduct.

It is the Trust Advisor's responsibility to select and direct the investments of the Trust, either in person or through a broker, account executive or investment adviser. The Trustee in its discretion reserves the right to return contributions received without the proper investment instructions to the payer or deposit such contributions to a money market account of the Trustee's choice.

All contributions received, together with the income therefrom, and any other amounts will be held and administered by us pursuant to the terms of the Trust without distinction between principal and income and without liability for the payment of interest.

The Trustee shall be under no duty to question any direction from the Trust Advisor or the Trust Advisor's agent with respect to any investments, to review or monitor any securities or other property held in Trust, or to make suggestions to the Trust Advisor or the Trust Advisor's agent with respect to investment, retention, or disposition of any assets held in the Trust. The Trustee shall be indemnified from the Trust and by the Account Holder and held harmless from and against any claim or liability which may be asserted against the Trustee by reason of its acting or not acting pursuant to any direction from the Trust Advisor or failing to act in the absence of any such direction.

The Trustee shall be under no duty to receive, mail, forward or vote proxies.

Limitations on Available Investments. Pursuant to the Trust Advisor's written directions (or those of the Trust Advisor's agent, if applicable), the Trust may be invested in (i) cash, cash equivalents, exchange traded debt or equity securities (including options thereon and collectively defined as securities), mutual fund shares, savings media, and any other investment for the Trust under applicable law, to the extent they are not prohibited by Section 408(m) and the regulations thereunder, to the extent we agree, in our sole discretion, to accept trusteeship of such assets. The allowable investments shall include, without limitation, any options on any security that may be held by the Trust under this Trust Agreement and applicable law which is obtainable through the Brokerage Firm designated in the Application, either "over the counter" or on a recognized exchange. To the extent permitted by the Trustee, investments may include offshore or foreign securities. Any and all such investments and reinvestments must be acceptable to the Trustee without any duty on the part of the Trustee to diversify the investments or to make inquiry with regard to the investments or the written directions of the Trust Advisor, and without any duty or obligation to comply with any provisions of law, other than the Code, that otherwise might restrict, limit, or impose conditions upon the Trustee's power or authority to invest in common or collective trust funds or other entities formed principally for the commingling of assets for investment but only to the extent that such provisions of law may be waived or overridden by the express terms of this Trust Agreement. The Trustee may absolutely rely on such written directions from the Trust Advisor that the Trustee believes to be genuine and will be fully protected in doing so.

Notwithstanding anything to the contrary, investments in life insurance or insurance contracts are not permitted under this Trust. In addition, investments in collectibles are not permitted except as provided in Article V.

Appointment or Investment Manager. The Trust Advisor or Account Holder may appoint in writing an Investment Manager or Managers to manage (including power to acquire and dispose of) any assets of this Trust. Any such Investment Manager shall be registered as an Investment Adviser under the Investment Advisers Act of 1940 ("1940 Act"). If investment of the Trust is to be directed by an Investment Manager, the Trust Advisor shall deliver to the Trustee a copy of the instruments appointing the Investment Manager and evidencing the Investment Manager's acceptance of such appointment, an acknowledgment by the Investment Manager that it is a fiduciary of the Trust, and a certificate evidencing the Investment Manager's current registration under the 1940 Act. The Trustee shall be fully protected in relying upon such instruments and certificate until otherwise notified in writing by the Trust Advisor.

The Trustee shall follow the directions of the Investment Manager regarding the investment and reinvestment of the Trust, or such portion thereof as shall be under management by the Investment Manager. The Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or continued retention of any such investment or the exercise or non-exercise of the powers. Therefore, and in accordance with Section 405 (d) (1) under the 1940 Act and Chapter 55-1B of the South Dakota Codified Laws, the Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager, except in cases of the Trustee's own willful misconduct. The Trustee shall be indemnified from the Trust and by the Account Holder and held harmless from and against any claim or liability which may be asserted against the Trustee by reason of its acting or not acting pursuant to any direction from the Investment Manager or failing to act in the absence of any such direction.

The Investment Manager at any time and from time to time may issue orders for the purchase or sale of securities directly to a broker; and in order to facilitate such transaction, the Trustee upon written request shall execute and deliver appropriate trading authorizations. Written notification of the issuance of each such order shall be given promptly to the Trustee by the Investment Manager, and the execution of each such order shall be confirmed by written advice via confirms or otherwise to the Trustee by the broker.

Brokerage Firm. You may designate a Brokerage Firm on your Health Savings Account Application to process trades in your account. If no Brokerage Firm is currently selected, the Trustee may, in its discretion, appoint another stockbroker or dealer to handle investments in securities under the Trust. The Brokerage Firm named in the Application will have authority to provide the Trustee with instructions, via confirmations or otherwise, implementing the Trust Advisor's directions to the Brokerage Firm to purchase and sell securities for your account. Before the entry of any orders to purchase or sell securities in this account, the Trust Advisor shall approve beforehand all such orders and direct the Brokerage Firm to implement the Trust Advisor's instructions. You authorize the Trustee to honor trades within your account without obligation to verify prior authorizations of such trades. The Brokerage Firm shall receive advices of available cash in this account and shall forward confirmation of purchases and sales to the Trustee. All investments outside of the brokerage account shall be accompanied by additional written instructions.

Prohibited Transactions. If you, your Beneficiary or a disqualified person engages in a prohibited transaction with the account, within the meaning of Section 4975, the Trust will lose its exemption for federal income tax purposes and part or all of the assets of the Trust will be deemed distributed to you, with tax consequences. Prohibited transactions include, but are not limited to, using the account as security for a loan, borrowing from the account, and buying from or selling assets to the account.

C. Distributions

You are responsible for determining whether any distribution, transfer or direct rollover from this Health Savings Account Trust complies with the terms of this Trust Agreement and the Internal Revenue Code. We are not responsible for any taxes, penalties, judgments or expenses incurred in connection with this Health Savings Account.

The Account Holder may elect to receive a distribution of the balance of the Trust at any time, upon written notice to the Trustee. All requests for withdrawals will be in writing and in a form acceptable to the Trustee. A withholding election and the tax identification number of the recipient will be provided to the Trustee before the Trustee makes a payment. All payments are subject to applicable taxes and penalties. If no withholding election is provided to the Trustee, taxes will be withheld in accordance with applicable laws.

The Trustee will not be liable for the proper application of any part of the Trust if distributions are made in accordance with the written directions of the Account Holder as provided, nor will the Trustee be responsible for the adequacy of the Trust to meet and discharge any and all distributions and liabilities.

D. Beneficiaries

Naming Beneficiaries. You may designate one or more beneficiaries on the Health Savings Account Application to receive your account in the event of your death before the complete distribution of your account. You may change your beneficiary designation, at any time, by filing a written notice with us (or our designated agent) in such manner as we deem acceptable. Changes to your beneficiary designation must be signed by you and received by us or our designated agent during your lifetime and are considered valid when they have been received in the applicable office.

Unless you properly designate how distributions are to be paid, the interest in the account will be paid equally, per capita to all primary beneficiaries, or to your contingent beneficiaries, if all primary beneficiaries have died before you.

Default Beneficiary. If you have not designated a beneficiary prior to your death, the beneficiary will be your Spouse, or if your Spouse is not living or you have none, the beneficiary will be your estate.

Minor or Incapacitated Beneficiary. If the beneficiary designated to receive payments is a minor child or declared incapacitated or incompetent by the court, the Trustee may follow the direction of a court appointed guardian or legally appointed representative, including payment and investment direction. The Trustee will not be liable for any loss which may result from any investment, liquidation, or distribution made by us in good faith under this paragraph.

Disclaimers by Beneficiary. Your designated beneficiary may disclaim his or her interest in the account provided the disclaimer is in a form acceptable to us and complies with Code Section 2518(b) and applicable state law. Any such disclaimer will be irrevocable upon receipt by us. We may require a written instrument executed by the beneficiary indemnifying us and holding us harmless from any and all liability or responsibility arising out of or in connection with any action we may take in reliance on the disclaimer.

Beneficiary Responsibility for Account. Following your death, the Beneficiary is responsible for paying any fees and expenses of the Trust in the same manner and time frame as if he or she were the original Account Holder. The Beneficiary shall be bound by the terms of this Trust Agreement. A Beneficiary also becomes liable for all taxes, including penalties that may be due on the account.

Disputes as to Beneficiary. In the event of a dispute between two or more beneficiaries (or purported beneficiaries), the Trustee retains the right to arbitration or the right to apply to a court of competent jurisdiction for judicial settlement or to arbitration. All fees and expenses incurred by the Trustee in connection with either such action will be deducted from the assets of the Trust after reasonable notice is given to the beneficiaries. Such fees and expenses do not have to be approved by the court or an arbitrator.

Effect of Divorce. If your designated beneficiary is your Spouse (designated either by name or relationship or both), your divorce, or annulment or other legal termination of your marriage will automatically revoke your designated beneficiary.

Missing Beneficiaries. It is your responsibility (and after your death, your beneficiaries' responsibility) to provide updated contact information for all named beneficiaries.

E. Trustee Compensation

The Trustee shall be paid such reasonable compensation as shall from time to time be communicated to you by the Trustee, and such compensation shall be chargeable to you, including minimum fees and additional compensation for special investments and services, notwithstanding that such stipulated compensation shall be greater than that now in effect or than that provided from time to time under applicable law, and such compensation may be paid at any time without court approval. You hereby covenant and agree to pay the same.

The Trustee shall charge you with any taxes paid by it which may be imposed upon the Trust or the income thereof or upon which the Trustee is required to pay, as well as all expenses of administration of the Trust, including but not limited to transaction costs, distributions, postage, commissions, fees, and reasonable attorney fees. You hereby covenants and agrees to pay the same.

Legal Fees. To the extent the Trustee is engaged in any form of litigation, arbitration, or dispute resolution concerning the Trust assets or the interest of the Trust, the Trustee shall be entitled to recover all costs, fees and expenses, including reasonable attorney's fees, directly from the Trust assets.

Payments from the Trust. In the event you shall at any time fail to pay the Trustee's compensation, taxes, and expenses within a reasonable time after demand for such payment has been made by the Trustee from you, the Trustee will charge the Trust such compensation, taxes and expenses and may liquidate assets of the Trust for such purposes, as in its sole discretion, it shall determine.

Notwithstanding any other provision contained in this Trust Agreement, all payments under this Section and the liquidation of assets to obtain funds therefore may be made without the approval or direction from you. If the Trust is not sufficient to satisfy the Trustee's compensation, fees, taxes, and expenses, then the Trustee will charge you for such unpaid compensation, fees, taxes, and expenses.

F. Amendment and Termination

Power to Amend. The Account Holder (and Beneficiaries, after the Account Holder's death) cannot amend this Trust Agreement, other than as allowed on the Application. Each individual who adopts this Trust delegates to the Trustee the power to amend this Trust Agreement, including any retroactive amendments, by submitting a copy of such amendments to you. You shall be deemed to have consented to any and all such amendments. In addition, the Trustee may amend the fee schedule from time to time with an advance thirty (30) days written notice to you.

Revocation Right. You may revoke this Trust in writing within seven (7) days after the date that you signed the Application. In the event of such revocation, the Trustee will return the entire account plus any Trustee compensation, taxes and expenses as soon as practical.

Termination. You shall have the right to terminate this Trust Agreement at any time and from time to time, by delivering to the Trustee a signed copy of a statement of termination. In addition, this Trust Agreement and the Trust created hereby will be terminated in the case of complete distribution of the Trust.

Successor Trustee. The Trustee may, without leave of court at any time and for any reason, resign as Trustee of the Trust upon thirty (30) days written notice to you or, upon your death, to the beneficiary; you may, without leave of court at any time and for any reason, remove the Trustee upon thirty (30) days written notice to the Trustee. Upon resignation or removal of the Trustee, you shall appoint a successor Trustee that shall have the same powers and duties as are conferred upon the Trustee hereunder and in default thereof, such successor Trustee may be appointed by a court of competent jurisdiction.

In the event of removal or resignation of the Trustee, if you fail to appoint a successor Trustee and complete the transfer of assets within thirty (30) days

of the date the Trustee mails notice of its resignation to your last address on file or, following your death, the beneficiary's last address on file or you mail notice of its removal to the Trustee, the Trustee may in its discretion, transfer the assets to a successor Trustee of its choosing, or liquidate and distribute the assets, less any amounts withheld for Trustee compensation, taxes, and expenses, to you. The Trustee will not be responsible for any penalties, fines, taxes, or tax consequences that may result from such distribution or transfer.

Upon receipt of the property of the Trust, the successor Trustee shall thereupon have the same powers and duties as are conferred upon the initial Trustee under this Trust Agreement.

Except as provided below, no successor Trustee shall have any obligation or liability with respect to the acts or omissions of its predecessors. Upon delivery of the trust property to a successor Trustee the predecessor Trustee shall have no further liability of responsibility with respect thereto. A successor Trustee shall have no duty to examine, or inquire into, the acts or omissions of its immediate predecessor Trustees, and any successor Trustee shall have responsibility only with respect to the property actually delivered to it by its predecessor Trustee. The actual appointment and qualification of a successor Trustee to whom the Trust assets may be transferred are conditions which must be fulfilled before the resignation or removal of the Trustee shall become effective. The resigned or removed Trustee shall endorse, transfer, convey and deliver to the successor trustee all of the funds, securities or other property then held by it under the Trust, together with such records as may be reasonably required in order that the successor Trustee may properly administer the Trust.

Any corporation resulting from any merger, conversion, reorganization or consolidation to which any corporation acting as Trustee hereunder shall be a party, or any corporation to which shall be transferred all or substantially all of any such corporation's trust business, shall be the successor of such corporation as Trustee hereunder, without the execution of filing of any instrument or the performance of any further act and shall have the same powers, authorities, and discretions as though originally named in this Agreement; provided, however, that in the case of any corporation that is acting as a Trustee hereunder, the provisions of this paragraph shall apply only if the resulting or transferee corporation is domiciled in the same jurisdiction as the corporation that was acting as Trustee.

Limitations on Amendments or Terminations. Neither you nor the Trustee shall have the right to amend or terminate this Trust in such a manner as would cause or permit all or part of the entire interest of the Account Holder to be diverted for purposes other than your exclusive benefit or that of your Beneficiary.

The Trustee shall not have the right to modify or to amend this Trust retroactively in such a manner as to deprive you or your Beneficiary of any benefit to which you may be entitled under this Trust Agreement by reason of contributions made prior to the modification or amendment, unless such modification or amendment is necessary to conform this Trust to, or satisfy the conditions of, any law, governmental regulation or ruling, or to permit this Trust to meet the requirements of Section 223 of the Code.

G. Miscellaneous

Exclusive Benefit. Except as specifically provided in this Trust Agreement, no part of the Trust shall be used for, or diverted to, purposes other than for the exclusive benefit of the Account Holder or their Beneficiaries.

Trustee Liability. Except as otherwise expressly provided in this Trust Agreement, the Trustee shall not be liable for any act or omission made in connection with the Trust except for its intentional misconduct or negligence. The Trustee acts in a non-discretionary trustee capacity and has no fiduciary capacity or authority with respect to any matter involving the trust or trust fund.

Interested Party Transactions.

Subject to the limitations of Section B of Article XII, the Trustee shall have power to invest in any money market deposit or similar account or securities of the Trustee or any affiliate thereof, of in one or more limited partnerships, joint ventures, investment trusts, mutual funds or similar investment funds (each such enumerated investment is hereinafter referred to in this paragraph as an "investment fund"), whether or not the Trustee, or any affiliate thereof, renders services to such investment fund and receives compensation therefrom. The Trustee shall be entitled to receive such compensation as is provided in Section E of Article XII for serving as Trustee as to amounts invested in such investment fund, even though the Trustee, or any affiliate thereof, may receive additional fees from such investment fund and the Trustee shall have no duty or obligation to disclose such fee.

The Trustee shall also have power to enter into transactions with, and to retain the services of, any entity affiliate with the Trustee, upon such terms and conditions as the Trustee deems advisable, including but not limited to transactions or services in which the Trustee or its affiliated entity (i) is a broker or dealer retained to execute security transactions on behalf of the Trust; (ii) purchases assets from or sells assets to the Trust; (iii) lends money to the Trust; (iv) engages in any other transactions (whether as an agent, as a principal, as a counterparty or in any other capacity) with, or renders any other services to, the Trust. In such instances, the affiliated entity shall be entitled to receive fees or other compensation from the Trust without any reduction of the fees which the Trustee shall be otherwise entitled to receive from the Trust.

Notices. Any required notice regarding the Trust will be considered effective when the Trustee (or our designated agent) mails it to the last address of the intended recipient which is contained in the Trustee's records. We may provide notice to you in another format, including but not limited to electronic mail. Any electronic notice will be deemed effective when transmitted to the last e-mail or other electronic address in the Trustee's records. You acknowledge that any notice provided electronically to you (or your beneficiary) will be deemed to have been provided in writing for purposes of this Health Savings Account and applicable federal and state laws. Any notice to be given to the Trustee must be provided in writing and will be considered effective when the Trustee actually receives it. You and/or your beneficiaries must notify the Trustee (or our designated agent) of any change of address in a manner acceptable to the Trustee.

Community Property Laws. The terms and conditions of this Trust Agreement shall be applicable without regard to the community property laws of any state.

Headings. The captions of Articles and Sections in this Trust Agreement are included for convenience only and shall not be considered a part of, or an aid to, the construction of this Trust.

Severability. The determination that any provision of this Trust Agreement is not enforceable in accordance with its terms in a particular jurisdiction shall not affect the validity or enforceability of the remaining provisions of this Trust Agreement generally or in any other jurisdiction or as to any other parties, but rather such unenforceable provisions shall be stricken or modified in accordance with such determination only as to such parties and this Trust Agreement, as so modified, shall continue to bind the specific parties involved therein and otherwise all other parties in unmodified form.

Applicable Law. The validity, construction and effect of the provisions of this Trust Agreement in all respects shall be governed and regulated according to and by the laws of the State of South Dakota, except as superseded by federal law. The Trust shall be administered in accordance with the laws of South Dakota. Jurisdiction and venue of any matter related to this Trust Agreement shall lie solely in the courts of the State of South Dakota, and the Trustee shall not be required to account in any court other than one of the courts in South Dakota.

Inalienability of Assets. No individual shall have the right to sell, assign, discount, or pledge as collateral for a loan any asset of this Trust. In accordance with applicable law, the assets of this Trust are not subject to garnishment, attachment, execution or levy of any kind, except as may be required by law. However, you may transfer your account to your former Spouse under a divorce decree or under a written instrument incident to such divorce.

Annual Reports. The Trustee shall furnish such reports to you and to the Internal Revenue Service as prescribed by the Commissioner of Internal Revenue or the Secretary of Treasury. The Trustee will rely on the regularly issued brokerage/investment statements that are issued by the Brokerage Firm or other investment sponsor.

Unless you file a written objection to the report within thirty (30) days after it is mailed, it will be deemed to have been approved and we will be released from any and all liability to anyone with respect to all matters set forth in the report as though such matter had been settled by the decree of a court of competent jurisdiction in a contested proceeding.

No Periodic Accounts or Bond.

No Trustee shall be required to file or render periodic accounts in or to any court other than for good cause shown. No Trustee shall be required to give any bond.

No Third-Party Beneficiaries. No person other than you or, following your death, the beneficiary may bring any action against the Trustee with respect to the Trust or its actions as Trustee.

Right to Rely. The Trustee shall be fully protected in acting upon any instrument, certificate, or paper believed by it to be genuine and to be signed or presented by you or such proper person or persons, and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

Article XIII - Word Usage

The masculine gender, where used in this Trust Agreement, shall include the feminine gender, and singular words, as used in this Trust Agreement, may include the plural unless the context indicates otherwise. The words "mail", "mails", "in writing", and "written", where used in this Trust Agreement, shall include the United States Postal Services, any nationally recognized parcel delivery services, or any other form of delivery such as voice response or other means of electronic mail notification or messaging system. **DO NOT FILE THIS TRUST AGREEMENT WITH THE IRS. KEEP IT WITH YOUR RECORDS.**

Account Owner's Signature _____ Date _____

Trustee's Signature _____ Date _____

Witness' Signature _____ Date _____

(Use only if signature of account owner or trustee is required to be witnessed.)

What's New

Additional Tax Increased. For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified medical expenses increases from 10% to 20%.

General Instructions

Section references are to the Internal Revenue Code.

Purpose of Form

Form 5305-B is a model trust account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the account owner and the trustee. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the account owner.

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

Definitions

Identifying Number. The account owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open

an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

High Deductible Health Plan (HDHP). For calendar year 2011, an HDHP for self-only coverage has a minimum annual deductible of \$1,200 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$5,950. In 2012, the \$1,200 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$6,050. For calendar year 2011, an HDHP for family coverage has a minimum annual deductible of \$2,400 and an annual out-of-pocket maximum of \$11,900. In 2012, the \$2,400 minimum annual deductible remains the same and the annual out-of-pocket maximum increases to \$12,100. These limits are subject to cost-of-living adjustments after 2012.

Self-only coverage and family coverage under an HDHP. Family coverage means coverage that is not self-only coverage.

Qualified medical expenses. Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account owner, his or her spouse, or dependents (as defined in section 152) but

only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

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

Specific Instructions

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

Annual Fee	
Annual Fee per Account	\$ 15
<i>Annual fees are charged on a calendar year basis and are not pro-rated.</i>	
Services Include:	
<ul style="list-style-type: none"> • IRS approved retirement plans and trust/custodial documents. Maintain such trust/custodial documents in compliance with applicable federal laws and regulations. • Maintaining customer data, including beneficiary designation. • Annual required minimum distribution notices and, upon request, calculate required minimum distribution amounts. • Remit and report tax withholding to appropriate agencies under our taxpayer ID. • Provide IRS Forms 1099 and 5498, as required. • Report fair market value of assets to IRS, as required. 	
Other Charges	
Account Closing Fee	\$ 20
Outgoing Wire Processing	\$ 25
Tax Form Corrections	\$ 25
Processing on Terminated Trust	\$ 25
<i>Processing on terminated accounts after the account has been closed more than 6 months</i>	
Reinstatement of Closed Account	\$ 50
Special services not otherwise provided above	As agreed

Please Note: *In the event account fees become delinquent and it becomes necessary to collect the balance through the services of a collection agency, you will be held responsible for their fees.*

Trustee fees are dependent on the Brokerage Firm who services your account. Please contact your Brokerage Firm for all fees applicable to your account. If you should transfer your account to another Brokerage Firm, a current schedule of fees should be requested.