

EMPLOYER IMPLEMENTATION GUIDE



Health Savings Account

WELCOME TO WELLS FARGO

Thank you for choosing Wells Fargo Health Benefit Services (HBS) as the preferred administrator for your organization's Health Savings Account (HSA) plan. At Wells Fargo, we pride ourselves on our high-tech, high-touch personal service. We look forward to providing you and your employees with this same superb level of service for your tax-advantaged HSA.

Step 1: Finalizing your HSA

Included in this Implementation Guide you'll find a number of forms to complete your organization's HSA setup with Wells Fargo. If you have any questions as you are reviewing the forms, please feel free to contact us at (866) 890-8309. When you have completed and signed the forms, simply mail them back to us in the enclosed reply envelope. All forms must be submitted at the same time or the enrollment process will be delayed.

When your application is received, you will be contacted by a Wells Fargo Implementation Associate to assist you with the remaining steps in the application process. They will tell you what additional information may be needed, and if you need to provide enrollment information for your employees.

You will receive information about installing encryption software to enable secure transfer of your payrolls. You will also receive detailed employee enrollment instructions. If applicable, your broker may contact you to schedule HSA enrollment meetings for employees and coordinate with your insurance carrier representative.

Step 2: Employee enrollment

If you will be enrolling your employees electronically, your Wells Fargo Implementation Associate will provide you with our file specification requirements and instructions on the file transfer process.

If you will be using the paper form enrollment process, you or your broker will need to provide enrollment materials and forms to your employees. These materials may be requested through your Implementation Associate. Please mail all completed forms to Wells Fargo Health Benefit Services at least 30 days before your plan's effective date. This will ensure that your employees receive confirmation letters and debit cards in a timely manner.

Our mailing address:

Wells Fargo Health Benefit Services
NW 5613
PO Box 1450
Minneapolis, MN 55485-5613

Step 3: Employee confirmation process

All enrolled employees will receive a welcome letter mailed to their homes within seven to 10 business days. This letter includes instructions on using their HSAs and how to access online account management tools and resources.

We will mail debit cards to each enrolled employee's home separately from the welcome letter in seven to 10 business days. Two debit cards will be sent – even if the employee elects single coverage.

Step 4: Billing and reports

After all data have been entered into our system, you will receive an initial billing statement for the HSA from Wells Fargo if you are paying monthly administrative fees for your employees.

Employees will receive a quarterly report showing their account balance and investment earnings.

That's all you need to do. Wells Fargo will take care of the rest.

Sincerely,

Wells Fargo Health Benefit Services

In this Guide

- Health Savings Account (HSA) Employer Application
- Health Savings Account (HSA) Administrative Services Agreement
- Health Benefit Services Authorized Signature List
- Health Benefit Services ACH Authorization Form

Health Savings Account (HSA) Employer Application

Please include the following in your Application Package:

- Signed HSA Employer Application
- Signed ACH Authorization Request Form, Administrative Service Agreement, and Authorized Signature List (included with this Application)
- A copy of your Business License or Articles of Incorporation (Must be obtained in order to proceed with the setup)

Please mail completed Application Package to:

Wells Fargo Health Benefit Services, NW 5613, P.O. Box 1450, Minneapolis, MN 55485-5613

Company Information		
Name		
Street Address		
City	State	ZIP
Federal Employer Tax ID	State of Incorporation (if plan is incorporated)	Type of Industry
Website Address	Plan Effective Date	
Plan Name	Carrier ID/Group No. (if required by carrier)	
Employer Entity (check one)		
<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Government Entity or Church		
Business Principals		
Chairman of the Board Name		CEO Name
CFO Name		Other Equivalent Position (Other Business Principals) Name
HSA Contact Information		
<i>This should be the person at your company who will receive HSA communication.</i>		
Main Contact		Title
Phone (area code)	Fax (area code)	E-mail
The USA PATRIOT ACT OF 2001 requires financial institutions to obtain, verify and record information to confirm the identity of each individual or entity that opens an account. What this means for you: before you open an account, we will ask for your name, address, date of birth (if you are an individual), taxpayer identification number (TIN), and other information that will allow us to identify you. For entities, opening new accounts, we will ask you for documentation that may include annual reports, government issued business licenses or partnership agreements.		
<input type="checkbox"/> I certify that the purpose and funds for this account are for a Health Savings Account (HSA).		
If no, please explain:		
What is the source of the funds maintained in the account:		
<input type="checkbox"/> Payroll <input type="checkbox"/> Personal Funds <input type="checkbox"/> Other - If other, please explain:		
How were you referred to Wells Fargo:		
Payroll Information		
Payroll is Prepared		Company Payment Options
<input type="checkbox"/> In House <input type="checkbox"/> Outsourced (specify payroll company)		<input type="checkbox"/> Check <input type="checkbox"/> Wire/ACH <input type="checkbox"/> Draw
Payroll Contact		Title
Phone (area code)	Fax (area code)	E-mail

Administrative Information

Administrative Fee Payment By <input type="checkbox"/> Company <input type="checkbox"/> Participant <input type="checkbox"/> Other (specify):	Number of Employee Enrollment Kits Requested
	Monthly Administrative Fee \$

Authorization and Payment

I hereby authorize Wells Fargo Health Benefit Services to provide services based on the information provided within this application.

Signature of Company Representative	Date
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Broker Information (if you did not use an broker to establish this relationship, please skip this section)

Broker Name	Broker Name
Broker E-mail Address	

Wells Fargo Internal Use Only

Account #	SEI #	Signed Documents Received: <input type="checkbox"/> Contract <input type="checkbox"/> Document <input type="checkbox"/> Fee Schedule <input type="checkbox"/> Sweep Agreement <input type="checkbox"/> Signers <input type="checkbox"/> Communications		
Vendor #	BC #	Document Packet Sent On	Live Date for Card (45 days):	
Processor		Relationship Manager		
Approved By			Approval Date	

Available Health Plans

A Wells Fargo HSA can only be offered in conjunction with a high deductible health plan.

1. Plan Name Wells Fargo
2. Plan Name
3. Plan Name

Web site: www.wfhbs.com

Phone: (866) 890-8309

Health Savings Account (HSA) Administrative Services Agreement

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

RECITALS

WHEREAS, WFHBS provides trust services, investment fund options, payment, and payroll and merchant card administration services to employers and individuals with respect to HSAs;

WHEREAS, Wells Fargo Bank, N.A. ("Wells Fargo") is a national banking association incorporated under the laws of the United States that qualifies to serve as trustee and to administer an HSA trust established by an HSA Owner in accordance with the provisions of Section 223(d)(1)(B) of the Code; and

WHEREAS, the parties wish to enter into the following agreement governing the administrative services to be rendered by WFHBS with respect to an HSA Owner's HSA.

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

AGREEMENT

Section 1. HSA Administration Services.

- (a) WFHBS Services. Wells Fargo shall serve as trustee and WFHBS shall administer the HSA Owner's HSA trust in accordance with the provisions of Section 223(d)(1)(B) of the Code and subject to the powers and duties set forth in a separate trust agreement between Wells Fargo and each HSA Owner.
- (b) Administrative Services. In connection with the administration of the HSA Owner's HSA, WFHBS shall:
- (i) Open and maintain an HSA in the name of Wells Fargo, as trustee, for the benefit of each employee of the Employer who establishes an HSA with WFHBS.
 - (ii) Accept HSA contributions from the Employer and the HSA Owner, including transfers from other financial institutions, up to the maximum amount allowed by law.
 - (iii) Hold in the HSA all cash contributed and gains and losses attributable thereto for the exclusive purpose of paying expenses of the HSA Owner.
 - (iv) Act upon the written directions of the HSA Owner, including settling investment transactions and making distributions from the HSA. Directions given by the HSA Owner in electronic form shall be treated as written directions. WFHBS is not required to determine whether a request distribution is for the payment or reimbursement of qualified medical expenses or to maintain records sufficient to show that the distribution is tax free.
 - (v) Maintain HSA Owner records reflecting an inventory of the assets of each HSA, all activity transacted during the previous year and the market value of the assets of the HSA.
 - (vi) Prepare and deliver reports to the HSA Owner setting forth information including, but not limited to: the fair market value of the HSA; information on purchases, sales, receipts, income, loss, and other transactions; and customary confirmations, whenever transactions occur. Prepare and deliver reports to the Employer setting forth information including, but not limited to, contribution and reconciliation data. Such reports may be delivered electronically to the extent permitted by law and agreed upon by the parties.
 - (vii) Take direction from the HSA Owner with respect to the voting or tender of proxy materials.
 - (viii) Prepare tax reporting with respect to contributions and distributions as required by the Code and applicable law (Forms 5498-SA and 1099-SA).
 - (ix) Provide and service debit cards or stored-value cards as permitted by law.
 - (x) Designate a contact to be responsible for responding to all inquiries and requests made by HSA Owners and the Employer with respect to HSAs.

Section 2. Powers of WFHBS. WFHBS is authorized and empowered to:

- (a) Receive and rely upon payroll and allocation data from the Employer.

- (b) Hold assets in its own name or the name of a nominee for the exclusive benefit of the HSA Owner.
- (c) Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate for Wells Fargo to carry out its trustee duties and powers.
- (d) At the direction of the HSA Owner and in accordance with the HSA trust agreement, invest the HSA in mutual funds, including mutual funds for which it provides services (including investment advisory services) and receives compensation, as disclosed to the Employer and the HSA Owner. WFHBS may also hold cash above a specified minimum deposit amount and under a specified minimum investment balance in an FDIC insured account, as disclosed to the Employer and the HSA Owner.

Section 3. Employer Duties. The Employer shall:

- (a) Promptly provide WFHBS with information regarding each employee who establishes an HSA with WFHBS pursuant to this Agreement as required by law, including but not limited to the following: (i) notification of the HSA Owner's termination of employment and termination of COBRA continuation coverage; and (ii) information as requested by WFHBS from time to time to prepare any report required by Section 223(h) of the Code and the regulations thereunder.
- (b) Ensure that the high deductible health plan ("HDHP") it offers satisfies the applicable requirements of Section 223 of the Code, if Employees are enrolled in an HDHP sponsored by the Employer.
- (c) Ensure that each HSA Owner is not covered under a non-high deductible health plan sponsored by the Employer; provided, however, that the HSA Owner shall at all times be entitled to have "permitted coverage," as this term is defined in Section 223(c)(1)(B) of the Code.
- (d) Promptly transfer HSA contributions to WFHBS, in no event later than five (5) business days after such amounts are withheld from the HSA Owner's wages. The Employer shall simultaneously transmit data to WFHBS, by means of a secure file transfer method acceptable to WFHBS, indicating how such contributions shall be allocated to the HSA Owners' HSAs, which data shall reconcile to the amount of funds transferred. The Employer understands that any Employer contributions it makes to HSAs are non-forfeitable.
- (e) Consult with its tax advisor regarding the treatment of HSA contributions for purposes of its wage reporting, employment tax obligations, and comparability testing, if the Employer does not have a cafeteria plan arrangement under Section 125 of the Code. The Employer acknowledges that it must make comparable contributions to HSAs for comparable participating employees under Section 4980G of the Code and the applicable regulations and that WFHBS does not perform comparability testing. The Employer further acknowledges that WFHBS does not provide a cafeteria plan that allows for HSA contributions and that, if the Employer desires to sponsor such a plan, it must develop one on its own.
- (f) Ensure full compliance with the Employee Retirement Security Act of 1974 ("ERISA") in the event that the HSA is deemed to be subject to ERISA.
- (g) Comply with all state and federal laws in identifying and documenting the identity of its employees who contribute to HSAs under the terms of this Agreement.

Section 4. Fees. Attached as Exhibit A is a schedule of fees that WFHBS shall charge each HSA for the services related to the administration of the HSA and its associated trust.

Section 5. Resignation. If at any time Wells Fargo resigns as trustee with respect to any or all HSAs, WFHBS may, at least sixty (60) days prior to such resignation, give the Employer written notice. The Employer shall promptly distribute such notice to all affected HSA Owners in a form and content satisfactory to WFHBS. WFHBS shall continue to perform such duties and obligations and to exercise its rights with respect to such HSAs until its resignation takes effect and the HSA assets have been transferred to a successor custodian or trustee, as applicable.

Section 6. Renewal and Termination. This Agreement shall have an initial term of one year, commencing on the Effective Date. This Agreement shall thereafter automatically renew on an annual basis on the anniversary of the Effective Date. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

Section 7. Amendment. This Agreement may be amended by written agreement of the parties at any time.

Section 8. Communications. WFHBS is authorized to accept directions and/or data transmitted to WFHBS through the following means by authorized representatives, including duly appointed third parties, of the Employer.

- (a) Facsimile Transmissions. WFHBS is authorized to act on written direction conveyed by facsimile transmission, notwithstanding the fact that such direction does not bear an original authorized signature, provided the direction acted upon: (i) appears to be signed by a person(s) entitled to give binding instructions to the WFHBS, and (ii) is consistent with the established authority of such person(s).
- (b) Electronic Direction/Data Transmissions. WFHBS is authorized to act on written directions or data transmissions conveyed by electronic mail or other electronic means, notwithstanding the fact that such directions or data do not bear an authorized signature, provided the directions or data acted upon: (i) appear to have been sent from the computer of a person(s), or by a person(s), entitled to give binding directions to WFHBS, and (ii) are consistent with the established authority of such person(s).
- (c) Transmissions By U.S. Mail or Other Means Not Described in Subsections (a) or (b) Above. WFHBS is authorized to act on written direction conveyed by U.S. mail or other means not described in subsections (a) or (b) above ("Mail and Other Transmissions"), provided the direction acted upon: (i) appears to be signed by a person(s) entitled to give binding instructions to the WFHBS, and (ii) is consistent with the established authority of such person(s).
- (d) Acknowledgement. The Employer acknowledges its responsibility for the accuracy and completeness of any facsimile, electronic direction/data transmissions, and Mail and Other Transmissions it submits to WFHBS, including facsimile, electronic direction/data transmissions or Mail and Other Transmissions from duly appointed third party agents, and is solely responsible for any adverse

consequences that may result from errors or inaccuracies caused by the quality of such transmissions. WFHBS may fully rely on any facsimile, electronic direction/data transmission or Mail and Other Transmissions received, and shall have no obligation to review it or verify its accuracy. The Employer understands the risk associated with communicating time sensitive matters by facsimile, electronic means or Mail and Other Transmission and acknowledges that, if it elects to do so, WFHBS will act within a reasonable time of receipt of the facsimile, electronic direction/data transmission, or Mail and Other Transmission by the person(s) to whom it was sent. The Employer further acknowledges that directions and data provided under this Agreement may be less confidential than directions and data transmitted by other methods. WFHBS shall not be liable for any loss of the confidentiality of directions and data prior to receipt by WFHBS.

- (e) **Indemnity.** The Employer agrees to indemnify and hold harmless WFHBS, its agents, affiliates, successors and assigns from and against any liability, claim, loss or expense it may directly or indirectly incur as a result of its good faith efforts in following facsimile, electronic direction/data transmissions or Mail and Other Transmissions and/or any action or inaction of WFHBS based on such transmissions received from authorized parties, including duly appointed third parties, regarding this Agreement. The indemnity for any actions taken by WFHBS based on facsimile, electronic direction/data transmissions, or Mail and Other Transmissions received while this Agreement was in effect shall survive the cancellation of this Agreement.

Section 9. Dispute Resolution. The parties shall cooperate in good faith to resolve any and all disputes (each, a "Dispute") that may arise under or in connection with this Agreement. The existence or resolution of any Dispute as to a matter shall not reduce or otherwise affect the payment or performance by the Employer or WFHBS of their obligations under this Agreement as to any other matter, unless pursuant to the terms of any such resolution. The Employer and WFHBS shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice(s) and the response(s) shall each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) days after delivery of the disputing party's notice(s), the executives of the parties subject to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the parties fail to meet within thirty (30) days, either Party may submit the controversy or claim for arbitration in the manner set forth in Section 10.

Section 10. Arbitration. If the parties are unable to resolve any Dispute as contemplated by Section 9 of this Agreement, such Dispute shall be resolved by binding arbitration in accordance with the terms of this Section as set forth below. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

- (a) **Governing Rules.** Arbitration proceedings shall be administered by the American Arbitration Association ("AAA") or such other administrator as the parties shall mutually agree upon. Arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein shall control. All Disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration shall be conducted at a location in Minnesota selected by the AAA or other administrator. All statutes of limitation applicable to any Dispute shall apply to any arbitration proceeding. All discovery activities shall be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.
- (b) **No Waiver; Provisional Remedies.** No provision hereof shall limit the right of any party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration or reference hereunder.
- (c) **Arbitrator Qualifications and Powers; Awards.** Arbitrators must be active members of the Minnesota State Bar or retired judges of the state or federal judiciary of Minnesota, with expertise in the substantive laws applicable to the subject matter of the Dispute. Each party shall select an Arbitrator, and each party's selected Arbitrator shall then choose the presiding Arbitrator. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators (i) shall resolve all Disputes in accordance with the substantive law of the state of Minnesota, (ii) may grant any remedy or relief that a court of the state of Minnesota could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Minnesota Rules of Civil Procedure or other applicable law. Any dispute in which the amount in controversy is \$5,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than \$5,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than \$5,000,000. Any Dispute in which the amount in controversy exceeds \$5,000,000 shall be decided by majority vote of a panel of three arbitrators; provided, however, that all three arbitrators must actively participate in all hearings and deliberations.
- (d) **Judicial Review.** Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds \$5,000,000, the arbitrators shall be required to make specific, written findings of fact and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not supported by substantial evidence or which is based on legal error, (ii) an award shall not be binding upon the parties unless the findings of fact are supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the state of Minnesota, and (iii) the parties shall have in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying or correcting an award, the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of the state of Minnesota. Judgment confirming an award in such a proceeding may be entered only if a court determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state of Minnesota.
- (e) **Damages.** The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated

under this Section. Any award in an arbitration under this Section shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount.

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

Section 11. Intellectual Property. The Employer recognizes that Wells Fargo owns certain trademarks, service marks, logos and trade names ("Marks") that identify its product and acknowledges that it has no ownership right or interest in the Marks of Wells Fargo and that it shall not use the Marks in any way unless it has Wells Fargo's prior written permission.

Section 12. Miscellaneous.

- (a) Authority. The undersigned hereby represents and warrants that he or she has been duly authorized to sign this Agreement.
- (b) Authorized Representatives. The Employer shall furnish a list to WFHBS (which list shall be amended from time to time as changes occur) of persons authorized to act on behalf of the Employer for the purpose of transmitting contributions and instructions to WFHBS. This list shall be amended from time to time as changes occur.
- (c) Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- (d) Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties and their respective heirs, legal representatives, successors, and assigns, provided, however, that the Employer may not assign its interest in this Agreement to any other person except as expressly consented to in writing by WFHBS.
- (e) Severability. If any provision of this Agreement shall be held invalid or unenforceable under applicable law, such holding shall not affect the validity or enforceability of any other provisions thereof, all of which other provisions shall in such case remain in full force and effect.
- (f) Notices. Any notice relating to this Agreement shall be in writing and shall either be hand delivered, or sent by U.S. mail, postage prepaid and return receipt requested (receipt will be deemed to be five days after postmark by the U.S. Postal Service), or overnight courier or sent by email and addressed as provided below:

WFHBS: Wells Fargo Health Benefit Services
Wells Fargo Bank, N.A.
608 2nd Avenue, S.
Minneapolis, MN 55479
Attn: Elizabeth R. Dienst, Senior Vice President
E-mail: Elizabeth.R.Dienst@wellsfargo.com

Copy to: Wells Fargo Law Department
Wells Fargo & Company
Sixth & Marquette, MAC N9305-172
Minneapolis, MN 55402-172
Attn: Elizabeth J. Kappenman, Senior Counsel
Email: Elizabeth.J.Kappenman@wellsfargo.com
Facsimile: (612) 316-0805

Employer: _____

Attn: _____
Email: _____
Facsimile: _____

Copy to: _____

Attn: _____
Email: _____
Facsimile: _____

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

Notices given hereunder will be deemed given upon documented receipt.

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- (h) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, either with original signatures or facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- (i) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with respect to the subject matter herein.
- (j) Independent Advice. The Employer understands that WFHBS is not giving the Employer or the HSA Owner any legal, tax or financial advice concerning any of the matters relating to this Agreement. The Employer acknowledges that it has had the opportunity to consult with its independent legal, tax and financial advisors and is not relying on WFHBS for any such advice and is not expecting WFHBS to provide any such advice to an HSA Owner.
- (k) Force Majeure. Neither WFHBS nor the Employer shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to strikes (other than strikes within such party's own labor force), riots, war, fire, acts of God, disruption or failure of electronic or mechanical equipment or communication lines, telephone or other interconnections, unauthorized access, theft, or acts in compliance with any law or government regulation.

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

SIGNATURE PAGE

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

EMPLOYER

By: _____ Date _____

Its: _____

WFHBS, a division of Wells Fargo Bank, N.A.

By: _____ Date _____

Its: _____

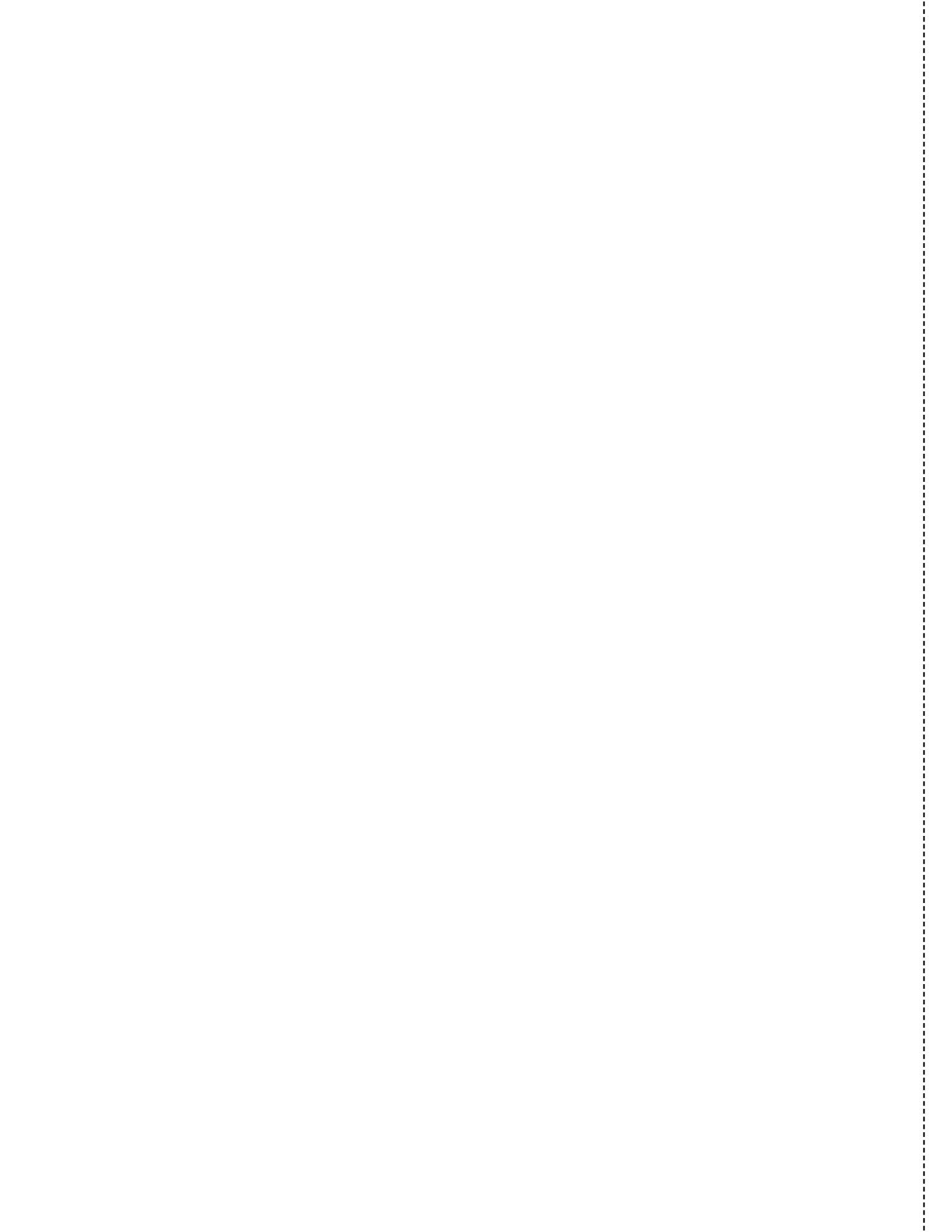
EXHIBIT A

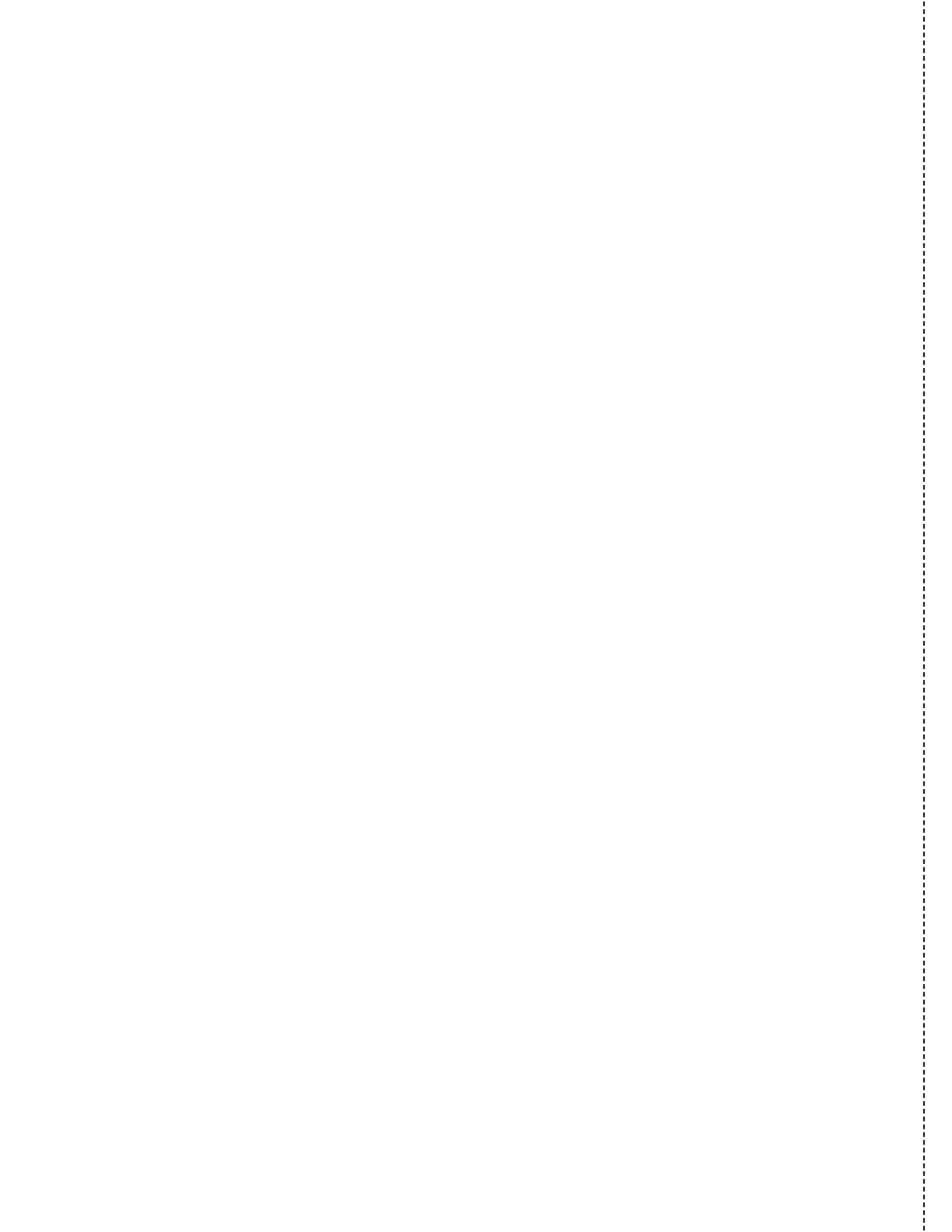
Fee Schedule

The monthly administrative fee ("Fee") is \$\$4.25 per HSA. This Fee includes distributions to participants via check or ACH, statements to the participants and the Employer, and investments using the OmniPlus system.

The Fee set forth above shall be paid by the Employer. To the extent that it is not paid by the Employer, each HSA shall be responsible for payment of the Fee.

IMPORTANT INFORMATION: WFHBS RESERVES THE RIGHT TO CHARGE ADDITIONAL FEES NOT DISCLOSED IN THIS SCHEDULE, INCLUDING EXTRAORDINARY FEES OR FEES FOR SERVICES PERFORMED BY THIRD PARTIES THAT MAY OR MAY NOT BE AFFILIATED WITH WFHBS (COLLECTIVELY, "SERVICE PROVIDERS"), THAT MAY ASSIST WFHBS IN CONNECTION WITH THE SERVICES PERFORMED BY WFHBS.





Health Benefit Services

ACH Authorization Form

Section 1: Account Information		
Please Check One		
<input type="checkbox"/> Initiate ACH Authorization I authorize the Wells Fargo Trust Operations Center to initiate automatic payment transactions from my checking / savings account. This authority remains in effect until I submit written notification to terminate this service. I can stop payment of any entry by submitting written notification at least three business days before the next specified payment date.	<input type="checkbox"/> Terminate ACH Authorization I authorize the Wells Fargo Trust Operations Center to terminate automatic payment transactions from my checking / savings account. I understand Wells Fargo's authority remains in effect until this written notification is received at least three business days before the next specified payment date.	
Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Checking / Savings Account Number	
9-Digit Routing Transit Number	Routing Transit Numbers are located on the bottom left of your check. You may leave this field blank if you attach a VOIDED check to display the bank routing number.	
Section 2: Financial Institution Information (where the account above is held)		
Financial Institution Name		
Street Address		
City	State	Zip
Section 3: Authorization Information		
Account Owner Name		
Account Owner Signature	Date	
Wells Fargo Administration Only		
CUSIP Number (Loans / Real Estate) or Tickler Number (Scheduled Receipts)	Trust Account Number	
Account Manager or Real Estate Officer Name	ACH Payment / Termination Effective Date	
ACH Payment Specified Date	Frequency <input type="checkbox"/> One-Time <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other:	
Payment Amount	Responsible Payer Name	

Investment in any mutual fund is not insured or guaranteed by the U.S. Government, the FDIC, the Federal Reserve System or any other federal agency. Shares of a mutual fund are not obligations, deposits or guaranteed by Wells Fargo or its affiliates and are subject to investment risk, including possible loss of principal.

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

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