

Designation of Representative by Accountholder

The Health Savings Account (“HSA”) Accountholder named on the Healthcare Bank Custodial Agreement and Disclosure Statement (“Accountholder”) hereby appoints, designates, and authorizes HealthSCOPE Benefits, Inc. (“TPA”) to serve as its Designated Representative and HSA Administrator. The TPA hereby accepts the appointment by the Accountholder, subject to the terms and conditions set forth below.

1. Designated Representative. In its role as Designated Representative, the TPA will serve as primary liaison between the Accountholder and Healthcare Bank (“Custodian”). The TPA will not provide any services to the Accountholder or the Accountholder’s HSA as a fiduciary under Section 3(21) of ERISA, under any comparable and applicable provisions of state or local law, or under the Investment Advisor’s Act of 1940.
2. Investments. All investment transactions, including all communications and instructions, must be completed by the Accountholder through the investment portal (“Investment Portal”) available through the iCloud by Evolution1® system (“Application”) made available to the Accountholder by the TPA. The communications and instructions may include instructions to place orders for the purchase and sale of mutual funds or other investments made available through the Custodian. The Accountholder hereby authorizes and directs the Custodian to accept such investment instructions from the Investment Portal and the Application, to pay for mutual fund share purchases from the Accountholder’s HSA, and to receive payment from the sale of mutual fund shares into the Accountholder’s HSA. The Accountholder and the TPA agree to the following:
 - a. No investment transaction for the Accountholder’s HSA to be processed by the Custodian at the direction of the Accountholder will be processed until the Custodian receives the funds to be invested and the instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all instructions given through the Investment Portal and the Application that the Custodian believes to be genuine. In the absence of proper investment instructions, the Custodian will not be liable for interest, market gains or losses in the HSA. The Custodian is not a guarantor of timely processing with respect to the Accountholder or the TPA.
 - b. The Accountholder agrees that the Custodian may rely on instructions from the Investment Portal and the Application, and the Accountholder agrees that the Custodian shall be under no duty to make an investigation with respect to any such instructions. However, each direction is contingent upon the determination by the Custodian that the instruction can be administered by the Custodian.
 - c. The Accountholder is solely responsible for managing the investments of the Accountholder’s HSA and for communicating investment instructions through the Investment Portal on the Application. All instructions, directions, and/or confirmations received by the Custodian from the Investment Portal and the Application shall be deemed to have been authorized by the Accountholder.
 - d. The Accountholder understands and agrees the Custodian will hold only those mutual funds or other investments agreed to by the Custodian.

- e. The Custodian may delay the processing of any investment transaction due to a Force Majeure, government or National Securities Clearing Corporation (“NSCC”) restrictions or changes, exchange, market or NSCC rulings, strikes, interruptions of communications or data processing services, or disruptions in orderly trading on any exchange or market. “Force Majeure” means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, such as an act of God, including but not limited to a blizzard, flood, tornado or any other adverse weather conditions, or a significant mechanical, electronic or communications failure.
 - f. The Accountholder agrees that the TPA is not an agent of the Custodian except with respect to HSA contributions transmitted from the TPA to the Custodian.
3. HSA Administrator. In its role as HSA Administrator, the TPA will assume recordkeeping and nondiscretionary administrative duties on behalf of the Custodian, for the benefit of both the Custodian and the Accountholder. The TPA will not provide any services to an Accountholder or an Accountholder’s HSA as a fiduciary under Section 3(21) of ERISA, under any comparable and applicable provisions of state or local law, or under the Investment Advisor’s Act of 1940. The TPA agrees to assume the following specific duties and responsibilities:
- a. Receive and forward contributions from the Accountholder and Accountholder’s employer.
 - b. Receive and transmit investment instructions and other information to the Custodian through the Application.
 - c. Pay distributions to or for the benefit of the Accountholder.
 - d. Maintain all necessary information on the Application for the Custodian to prepare required returns, reports, or other documents to the applicable taxing authorities, including IRS Forms 5498-SA and 1099-SA.
 - e. Provide access to the Accountholder through the use of the Application to permit the Accountholder to initiate transactions and access information on HSA balances and investments.
 - f. Forward requests to the appropriate mutual fund provider if necessary for prospectuses, financial statements, reports, or any other material related to mutual funds to the extent such information is not made available electronically through the Application.
 - g. Produce electronic account information to the Accountholder through the Application, or by paper if requested by the Accountholder, showing the assets of the HSA and records of contributions, distributions, and other transactions.
 - h. Perform other reasonable services requested by the Custodian and the Accountholder.
4. Removal of the Designated Representative and the HSA Administrator. The Accountholder may remove the TPA as the Designated Representative or HSA Administrator by closing their HSA with the Custodian.

5. Compensation to the TPA from the Custodian. As compensation for assuming recordkeeping and administrative duties on behalf of the Custodian, and pursuant to the terms of a separate agreement between the Custodian and the TPA, as follows:
 - a. If the Fed Funds Rate on the last Business Day of the month is equal to or greater than two and one-half percent (2.5%) per annum, then the Custodian shall pay to the TPA an amount equal to one percent (1%) per annum of HSA assets held in the Cash Account, up to a maximum Cash Account balance of \$2,000 per Accountholder.
 - b. If the Fed Funds Rate on the last Business Day of the month is less than two and one-half percent (2.5%) per annum, then the amount the Custodian shall pay to the TPA may be reduced, in the sole and exclusive discretion of the Custodian, below the one percent (1%) per annum of the HSA assets held in the Cash Account, up to a maximum Cash Account balance of \$2,000 per Accountholder or eliminated in total.
 1. If the Custodian, in their sole and exclusive discretion, does pay compensation to the TPA when the Fed Funds Rate is less than two and one-half percent (2.5%); such payment shall not result in any future obligation of the Custodian to the TPA or be considered as an amendment or modification of this agreement.
 2. Upon the Fed Funds Rate increasing to two and one-half percent (2.5%) or above, the Custodian will pay compensation to the TPA as set forth under paragraph 5.a. above.
 - c. No HSA assets shall be used for this purpose, and all such compensation shall be paid from the Custodian's general assets. The amount of compensation shall be adjusted to reflect daily average collected balances of HSA funds in the Cash Account, up to a maximum Cash Account balance of \$2,000 per Accountholder. This amount may be reduced if (i) the Accountholders are permitted to invest minimum balances in interest-bearing accounts, (ii) the minimum balance for one (1) or more specified groups of Accountholders is less than designated threshold agreed upon by the Custodian, or (iii) the Custodian makes changes to the standard offering of mutual funds, as chosen by the Custodian or as agreed upon by the Custodian and the TPA, at the request of the TPA or other third party, other than the Accountholders, which results in increased expenses or decreased revenues to the Custodian. The TPA shall communicate designated threshold to the Accountholder.
6. Liability. The Accountholder hereby agrees to indemnify, defend and hold the TPA and Custodian, and any parent, subsidiary, related corporation, or affiliate of the TPA or Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly:
 - a. Thereof from any action that the TPA or Custodian takes in good faith in accordance with any certificate, notice, confirmation, or instruction delivered by the Accountholder, whether through the Application or otherwise. The Accountholder waives any and all claims of any nature it now has or may have

against the TPA or Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that the TPA and Custodian takes in good faith in accordance with any certificate, notice, confirmation, or instruction from the Accountholder.

- b. Out of any loss or diminution of any mutual fund or other investment of the HSA resulting from changes in the market value; reliance, or action taken in reliance, on instructions from the Accountholder; any exercise or failure to exercise investment direction authority by the Accountholder; the TPA or the Custodian's refusal on advice of counsel to act in accordance with any investment direction by the Accountholder; any other act or failure to act by the Accountholder; any prohibited transaction due to any actions taken or not taken by the TPA or Custodian in reliance on instructions from the Accountholder; or any other act the TPA or Custodian takes in good faith hereunder.

Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with instructions from the Accountholder or the TPA; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the willful misconduct of the Custodian.

The Accountholder is responsible for and hereby agrees to reimburse the TPA for any fees or penalties paid by the TPA for corrected 1099-SA and/or 5498-SA forms due to an error by the Accountholder.

This provision shall survive the termination of the Custodial Agreement and Disclosure Statement.

7. Electronic Communications. The Accountholder understands and authorizes that certain investment elections, changes or transfers, distribution decisions, and any other decision or election by the Accountholder or the TPA shall be accomplished exclusively by electronic means through the Investment Portal and the Application, which includes, but is not limited to, the internet and which are not otherwise prohibited by law and which are in accordance with procedures and/or systems approved or arranged by the Custodian and the TPA.
8. Electronic Payment Authorization. The Accountholder authorizes electronic debit and credit entries, if applicable, to the Accountholder's designated checking or savings account. The Accountholder also authorizes adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this agreement.
9. Distributions. The Accountholder authorizes the Custodian to distribute funds from the HSA on behalf of the Accountholder upon instruction through the Application or through the use of the Debit Card. Funds to be disbursed shall be placed in a Distribution Account of the TPA, and the Accountholder authorizes the TPA to withdraw funds requested by the Accountholder from the Distribution Account and pay them to or for the benefit of the Accountholder or, if agreed upon in advance between the Accountholder and the TPA, to the TPA for administrative fees or to a third party provider of medical services or supplies.
10. Relationship of the Custodian and Designated Representative and HSA Administrator.

This provision shall survive the termination of the Custodial Agreement and Disclosure Statement. The Accountholder understands and agrees the Custodian will hold only those mutual funds or other investments agreed to by the Custodian.

The Accountholder understands and authorizes that certain investment elections, changes or transfer, distribution decisions, and any other decision or election by the Accountholder or the TPA shall be accomplished exclusively through the Investment Portal and the Application in accordance with procedures and/or systems approved or arranged by the Custodian and the TPA.

The Accountholder authorizes the Custodian to distribute funds from the account on behalf of the Accountholder upon instruction from the Application or through the use of the Debit Card. Funds to be disbursed shall be placed in the Distribution Account of the TPA, and the Accountholder authorizes the TPA to withdraw funds requested by the Accountholder from the Distribution Account and pay them to or for the benefit of the Accountholder.

The Custodian has entered into a separate contract with the TPA with respect to its roles as the Designated Representative and HSA Administrator. Upon termination of the contract between the Custodian and the TPA, the Accountholder agrees that the Custodian may assume the responsibilities of the TPA. If the Custodian does not choose to assume the responsibilities of the TPA, the Accountholder may appoint a new Designated Representative and HSA Administrator if acceptable to the Custodian pursuant to this agreement. If the Custodian does not choose to assume the responsibilities of the TPA and the Accountholder does not appoint a new Designated Representative and HSA Administrator acceptable to the Custodian, the Custodian may resign on the effective date of termination of the contract between the HSA Administrator and the Custodian. The Custodian is authorized to contract or make arrangements with any affiliate or third party for the provision of necessary services to the Account. The Custodian is specifically authorized to place securities orders, settlement security trades, hold securities in custody and perform related activities on behalf of the account.

11. Amendment. The Custodian and the TPA, upon mutual agreement, have the right to amend this agreement at any time. Any amendment made to comply with federal or state law does not require the Accountholder's consent. The Accountholder will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, the Accountholder notifies the TPA in writing that it does not consent.
12. Termination of Agreement and Resignation. The Accountholder may terminate this agreement at any time by giving written notice to the TPA. The TPA may resign as Designated Representative and HSA Administrator any time effective thirty (30) days after it mails written notice of its resignation to the Accountholder. Upon receipt of that notice, the Accountholder must make arrangements with the Custodian to appoint a new Designated Representative and HSA Administrator. If the Custodian does not choose to assume the responsibilities of the TPA, and the Accountholder does not appoint a new Designated Representative and HSA Administrator acceptable to the Custodian, the Custodian may resign on the effective date of termination of this agreement.
13. Fees. The Accountholder shall pay the TPA the administrative fees described in any separate agreement with the TPA, and the Custodian shall undertake no responsibility for collecting, reconciling, reporting or disclosing said fees in connection with this agreement.

The TPA shall pay the Custodian a service charge for activity costs associated with the Contribution and Distribution Accounts maintained at the Custodian, as described in a separate schedule with the TPA. The Custodian shall pay the TPA an earnings credit for positive collected balances in the Contribution and Distribution Account. The earnings credit shall be calculated using a tiered rate which is based on the 91-day Treasury Bill index, after a ten percent (10%) reserve requirements. If the earnings credit exceeds the activity costs, there shall be no service charge. If the earnings credit is less than the activity costs, the service charge shall be deducted from the TPAs designated account.

14. Termination. In the event the Accountholder terminates employment or otherwise discontinues making contributions under the Accountholder's employer's HSA funding program, the Accountholder may be offered an opportunity to continue these HSA services as provided by the Custodian and Designated Representative. Accountholder will be provided with details of such arrangement, which may include, without limitation, changes to the Accountholder's investment choices, fees, plan type, user ID, password, and/or enhanced online security feature.