



SHPS Health Savings Account (HSA) Enrollment Package

Thank you for selecting SHPS to administer your Health Savings Account (HSA). This HSA Enrollment Package (the "Enrollment Package") is for the SHPS HSA that is provided in partnership with JP Morgan Chase Bank, N.A. ("Chase"). Under this partnership, SHPS provides HSA administrative services including enrollment, eligibility, reporting, web, IVR, and call center support. Chase provides debit card and transaction services and will also act as the custodian for the account, assuming management responsibility for the investment options for consumers. By completing the attached Application Form and Adoption Agreement you are selecting Chase as your HSA custodian and are asking Chase to open an HSA on your behalf.

Section 1 – Instructions

To expedite the enrollment process, please follow these steps:

1. Read sections 1 through 6 carefully.
2. Complete and sign the Enrollment Form and Adoption Agreement and the Optional Beneficiary Designation Form that is part of this Enrollment Package.
3. **Please make a copy of this Enrollment Package for your records.**
4. Return the completed Application Form and Adoption Agreement to SHPS at the following address:

SHPS HSA Processing Center
PO Box 32800
Louisville, KY 40232
FAX #: 502-297-6538 or, 1-866-643-2219

Please Note: For your convenience and only as permitted by your high-deductible health plan ("HDHP"), your employer may make regular pre-tax deductions from your pay and/or other direct contributions, and forward these deductions to the custodian of your HSA. After your Enrollment Form and Adoption Agreement has been processed and your identification has been verified by Chase, you will receive your new HSA cash account debit card within 7-10 business days or shortly after the effective date of your plan, whichever is later. At that time, you will receive instructions on how you can make your own direct contributions to your account. You should expect to see HSA payroll deductions on your pay stub shortly thereafter, consistent with the timing of your normal payroll process.

Are You Eligible?

It is the responsibility of the individual participant to ensure they are eligible for an HSA. To be eligible to open an HSA, you must satisfy all of the following conditions established by law:

1. You must not be claimed as a dependent on another person's tax return
2. You must not be enrolled for benefits under Part A or Part B of Medicare (generally, after reaching age 65)
3. You must be enrolled in a qualified HDHP with a 2006¹ minimum annual deductible of not less than \$1,050 for single coverage and \$2,100 for family coverage, with out-of-pocket expenses capped at \$5,250 for individuals and \$10,500 for families.
4. You must not be enrolled in another health insurance plan, either as an employee or as a dependent, other than another high-deductible health plan, or a plan providing specific, limited coverage (such as specific disease insurance, dental insurance, vision insurance, accident insurance, a hospital indemnity plan or long-term care coverage).

If you do not meet all of these criteria, you are not eligible for a Health Savings Account and you should not complete the Enrollment Form and Adoption Agreement. Please consult with your employer or your tax advisor as to your eligibility to open an HSA. Additionally, you must be a U.S. person (a U.S. citizen or a U.S. resident alien) to enroll in an HSA investment account if offered in your HSA program.

Please Note: If your employer offers a Health Care Flexible Spending Account (FSA) and you choose to enroll in both the Health Savings Account and FSA, the eligible expenses on the FSA must be limited to certain items such as dental, vision, preventative or medical expenses after you have met your deductible (a "limited FSA"). Certain rules and/or restrictions also apply in the event you have a Health Reimbursement Account. Please consult with your employer and/or tax advisor for further information.

Questions?

For questions regarding your SHPS HSA, call **1-800-893-0763**, Monday-Friday, 8 a.m. to 8 p.m.

¹The IRS has yet to release 2007 HSA guidelines at this time
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Section 2 – Contribution Process and Limitations

Your employer may deduct your contributions on a pre-tax basis from your pay. Based on the amount you would like to contribute to your HSA, your employer will calculate how much to deduct from each paycheck given the number of pay periods remaining in the year at the time of your enrollment. Some employers may also make additional contributions to your HSA. You will also be able to make contributions to your HSA cash account by authorizing Chase to debit your bank account through an Electronic Funds Transfer (EFT) transaction or through a separate manual deposit process. Your total annual contribution (for contributions from payroll deductions, employer contributions, as well as any direct contributions that you elect to make) must NOT exceed the amount allowable by law. Please read the Disclosure Statement below (and consult with your tax advisor to review your specific circumstances) to determine your allowable HSA contribution. If you exceed your allowable annual contribution, you may be subject to IRS tax penalty.

Section 3 – Disclosure Statement

Please read this Disclosure Statement carefully. In addition to this Disclosure Statement, additional important disclosures are contained in other sections of this Enrollment Package as well as in the JPMorgan Chase Bank, N.A. Health Savings Account (HSA) Privacy Policy, the Chase E-funds Check Writing Terms and Conditions and the Chase E-funds Health Savings Account Card Program Terms, Conditions and Disclosures all of which you should read carefully as well.

Health Savings Account (HSA)

The SHPS HSA enables participants to pay for qualified medical expenses and accumulate savings to cover anticipated future health care needs. Under The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, HSAs receive tax-favored treatment. The law authorizes both individuals and employers to use tax-advantaged HSAs with HDHPs. Please see the Chase HSA Custodial Account Agreement for details of eligibility. Neither SHPS nor Chase is providing you with tax advice. Depending on your individual circumstances, there may be technical tax issues regarding the amount of the contributions and deductions available to you, so you should consult with your tax advisor for further information.

High Deductible Health Plans

For 2006¹, a HDHP is a health plan having an annual deductible of at least \$1,050 for individuals and \$2,100 for families, with out-of-pocket expenses capped at \$5,250 for individuals and \$10,500 for families. In future years, these limitations are subject to annual cost-of-living adjustments. Check with your plan administrator or (if you participate in a group plan) your employer or plan sponsor to determine if your deductible will qualify you for an HSA. You cannot make deposits to an HSA unless you are covered by an HDHP.

Contributions

You can make contributions to an HSA up to certain limits. For 2006¹, the contribution limit for individual coverage is the lesser of your annual deductible for your health plan or \$2,700. 2006¹, the contribution limit for family coverage is the lesser of the annual deductible for your health plan or \$5,450. If you do not enroll in the high deductible plan until after the plan year has begun, only a prorated portion of the maximum contribution may be contributed. In addition, if you are age 55 or older, you may make an additional contribution of up to \$700 to your HSA in 2006¹. Please consult with your tax advisor for further information.

Availability of Deposits and Contributions

Your HSA consists of an FDIC-insured *cash account* and may also consist (at your option and subject to both program availability and eligibility restrictions) of an *investment account* comprised of mutual funds that are not FDIC-insured.

Funds deposited into your HSA will be credited initially to your HSA cash account and will be available for withdrawal after the day of deposit depending upon the type of deposit. The day of deposit is the banking day on which the deposit is received by Chase before the cut-off time specified for the place where the deposit is received. Deposits received after the applicable cut-off time will be deemed received the next banking day. Deposits by electronic funds transfer will be available on the day Chase determines the deposit is made. ACH credits to the cash account will be available on the day of receipt by Chase. ACH drawdown debits from other accounts to your HSA cash account will generally be available two banking days after the drawdown request is submitted by Chase to the ACH system. Deposits by check will generally be available no earlier than three banking days after the day of deposit. In certain circumstances, longer delays in availability may apply such as for large dollar items, checks requiring special handling, checks drawn on out of state banks, emergency situations such as failure of communications or computer equipment and for any other reason as permitted by applicable law or regulation. If funds are being credited to your HSA cash account through payroll deduction, please check with your employer regarding the timing

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and application of the payroll deposits to Chase's system. We reserve the right to make adjustments to your HSA cash account balances to correct funding errors on deposits made to your account.

Distributions

The money in an HSA accumulates on a tax-deferred basis. Distributions for qualified medical expenses are not taxable. Distributions for reasons other than qualified medical expenses prior to age 65 are taxable and subject to a 10-percent tax penalty. Upon death, disability, reaching age 65, or Medicare enrollment, funds can be withdrawn for non-medical reasons without the 10% penalty, but the distributions will still be subject to income taxes. It is your obligation to retain adequate records to establish that distributions made are for qualified medical expenses.

Rollovers

You are permitted to rollover funds from a Medical Savings Account (MSA) to your SHPS HSA on a tax-free basis. You are permitted to rollover HSA funds from one HSA to another HSA account on a tax-free basis. Rollovers are not subject to the annual contribution limits mentioned above. If you currently have a Medical Savings Account (MSA) or Health Savings Account (HSA) with another financial institution, you may roll this account into your new SHPS HSA. Please call HSA customer service at 1-800-678-6684 to obtain a rollover request form.

Account Holder Responsibilities

As the account holder, it is up to you to make sure that contributions to your HSA do not go beyond the maximum limits. It is also your responsibility to make sure that your distributions are for qualified medical expenses to be eligible for tax-free treatment. These expenses are defined in Section 213(d) of the Internal Revenue Code. With access to an HSA debit card, you have the ability to withdraw funds from your cash account at any time and for any reason subject to any specific rules related to the use of the debit card that Chase and/or your employer or plan sponsor might impose.

Payment of Medical Expenses

To receive network discounts from providers, the account holder should always present their insurance card first to ensure proper processing. You will receive a card association-branded debit card that permits you to make direct payment (up to the available balance in the HSA cash account) of eligible expenditures not covered by your high deductible health plan, or to obtain reimbursement for your payments through an ATM. Of course, you may also choose not to use the funds in your HSA cash account and to pay your deductible and other medical expenses with other funds.

Compensation

You can earn compensation for your HSA holdings in your FDIC-insured cash account and potential returns on investments if you have an HSA investment account.

Chase will pay compensation as interest on the balances in your HSA cash account. Chase uses the daily balance method to calculate interest and will do so on a nightly basis (reflecting the balance available for transactions in the HSA cash account and using the Interest Rate in effect that night), track compensation during the course of a month and credit interest earned to your HSA cash account not later than the second banking day of the next month. The Interest Rate for the month will be disclosed to you in your on-line account transaction history and (where applicable) in periodic account statements. Interest is compounded monthly and computed on a 365-day year basis (366 in leap year if your HSA is open on February 29).

Deposits in your HSA cash account begin to earn interest no later than the day Chase considers the deposit to be available as provided in the Availability of Deposits and Contributions paragraph above. Participants who close their HSA in mid-month will not be entitled to compensation not yet credited to their HSA cash accounts. Balances in your HSA cash account are accessible through your HSA debit card or your HSA checks and are FDIC-insured.

Some HSA account holders accumulate balances in their cash accounts over time and might (based on their cash account balances and the availability of the HSA investment service for the program they participate in) become eligible to open an HSA investment account. Account holders who open an HSA investment account will be able to purchase selected mutual funds. Mutual funds are introduced by, and HSA investment accounts are provided by J.P. Morgan Institutional Investments Inc., member NASD and SIPC, a broker dealer subsidiary of JPMorgan Chase Bank, N.A. Chase will act as the custodian of both the investment account and the cash account.

Account holders will be required to make an initial transfer of funds from their HSA cash account that will equal or exceed \$2,000, the minimum requirement to open an HSA investment account. Participants in the HSA investment account service will be charged fees for this service. Service fees, eligibility criteria, minimum investment requirements and initial funds transfer amounts are subject to change.

Account holders who open HSA investment accounts will be able to invest in one or more mutual funds from a designated slate of mutual fund investment choices that will be made available to them. Investments in these mutual funds can be made only by transferring funds from an HSA cash account, and proceeds from mutual fund redemptions can be reinvested in other

mutual funds from the designated mutual fund slate, or transferred back into the HSA cash account. Due to HSA tax reporting rules, account holders cannot deposit cash or other assets directly into the HSA investment account or redeem shares and withdraw money out of the investment account for any purpose without having such cash flowing from or to their HSA cash account.

Funds held in the HSA investment account cannot be accessed via an HSA debit card or via HSA checks. HSA account holders will need to redeem mutual fund shares and transfer the proceeds back to the cash account in order to make purchases, including the payment of any medical-related expenditures, with these funds.

While account holders who transfer funds into an HSA investment account can potentially benefit from capital appreciation in the value of mutual fund holdings, funds in the HSA investment account are not FDIC-insured, HSA account holders participating in the investment service are exposed to a number of risks, including the loss of principal, and should familiarize themselves with these risks before investing. The HSA investment account is an optional, self-directed service. JPMII does not provide investment advice for HSA investment account participants.

Administrative Fees

Chase may deduct the following fees from your HSA cash account based on transactions you make with your HSA debit card or on your check-writing activity. In some cases, your employer may pay some of these fees on your behalf. In all cases, you are responsible for the applicable fees (whether through your account or otherwise).

HSA application processing fee	No charge
Additional Debit Card	\$5.00
Monthly account management fee	\$3.00
Debit card transactions at merchant locations	No charge, without limitation
Monthly statements	No charge
ATM transactions (cash withdrawals, balance inquiries and denials)	\$1.00 per transaction
Replace lost or stolen debit card	\$15.00 per occurrence
Closing of account	\$25.00 per account
Returned deposit check or EFT	\$10.00 per deposit
Checks	No charge
Check writing	\$1.25 per check processed
Returned deposit check or EFT	\$10.00 per returned item
Duplicate Check	\$10.00 per request
Nonsufficient Funds	\$20.00 per transaction
Stop Check Service	\$20.00 per request

*If your HDHP coverage status changes, your monthly account management fee and other transaction fees may increase and if your employment status changes, you will be responsible for all of the fees above except that your monthly account management fee will be \$5.00.

Note: Transactions made in currencies other than US dollars are subject to a JPMorgan Chase foreign currency conversion fee of 2.50% and a card association fee of 1.0%.

Chase reserves the right to change any of the above fees and to impose additional fees upon prior written notice to you. If your HDHP coverage status or employment status changes, your monthly account management fee and other transaction fees may increase. .

Negative Balances

If, as a result of transactions you make, your HSA cash account balance falls to or below \$0.00, Chase will deny requests for further transactions. If your HSA cash account’s balance falls below \$0.00 and sufficient deposits or transfers are not made to your HSA cash account in a 60-day period to return it to a positive balance, Chase may close your HSA.

Reporting

Through www.myshps.com, you can obtain online access to your account information at any time, including your HSA balances and a history of account contributions and distributions. Chase will also send required forms annually to the IRS and to you to assist with year-end tax preparation.

Verifying Your Identity Before Opening Your Account

Federal law requires that all financial institutions must verify the identity of prospective account holders before creating a depository account in their names. Accordingly, Chase will use information you provide with the Enrollment Form and

Adoption Agreement (including your name, home address, date of birth and social security number) to verify your identity. If Chase is not able to verify your identity, it will not open an HSA in your name and will notify your employer so that your employer will not attempt to make deposits to the HSA cash account in your name.

Beneficiary Designation

Upon your death, remaining HSA funds will be forwarded to the indicated designee(s) identified on your Beneficiary Form (included with this Enrollment Package). You may contact Customer Service to update your Beneficiary Form at any time. Beneficiaries must be identified by name, social security number and address.

Section 4 – Chase HSA Custodial Account Agreement (Under Section 223 of the internal Revenue Code)

The Participant (also referred to as “account owner” or “account holder”) whose name appears on the Chase HSA Enrollment Form and Adoption Agreement is establishing this Health Savings Account (“HSA”) under the Internal Revenue Code section 223 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 certain limited types of permitted insurance and permitted coverage); (3) is not enrolled in benefits under Medicare (generally, has not reached age 65); and (4) cannot be claimed as a dependent on another person’s tax return. Participant acknowledges receipt of the accompanying Disclosure Statement. The Participant and JPMorgan Chase Bank, N.A. (the “custodian”) make the following agreement.

Article I:

1. The custodian 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 custodian in excess of the maximum amount for an account owner with 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) (if permitted under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.

Article II:

1. For calendar year 2006¹, the maximum annual contribution limit for an account owner with single coverage is the lesser of the amount of the deductible under the HDHP but not more than \$2,700. For calendar year 2006¹, the maximum annual contribution limit for an account owner with family coverage is the lesser of the amount of the deductible under the HDHP but not more than \$5,450. These limits are subject to cost-of-living increases after 2006.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2007, an additional \$800 catch-up contribution may be made for an account owner who is at least age 55. If an account owner has attained age 65 and becomes enrolled in Medicare benefits, contributions, including catch-up contributions, cannot be made to the HSA. The catch-up contribution increases to \$900 in 2008, and \$1,000 in 2009 and later years.
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:

Notwithstanding any other provision herein, 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 custodian 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 custodial account is nonforfeitable.

Article V:

1. No part of the custodial 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 custodian 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).

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Article VI:

1. Distributions of funds from this HSA may be made at any time 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 10 percent tax on that amount. The additional 10 percent tax does not apply if the distribution is made after the account owner's death, disability, or reaching age 65.
3. The custodian 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 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 and the fair market value of the account will be taxable to that person (or the estate of the account owner) in the tax year that includes such date.

Article VIII:

1. The account owner agrees to provide the custodian with information necessary for the custodian to prepare any report or return required by the IRS.
2. The custodian 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 on the Enrollment Form and Adoption Agreement.

Article XI:

Definitions: In this part of this Agreement (Article XI), the words "you" and "your" mean the account owner, account holder and/or Participant; the words "we", "us" and "our" mean the custodian; "Code" means the Internal Revenue Code; "Regulations" means the Treasury Regulations; and "Agreement" means this Chase HSA Custodial Account Agreement, the SHPS Health Savings Account (HSA) Enrollment Package, the Enrollment Form and Adoption Agreement, the Optional Beneficiary Designation Form (collectively called the HSA Enrollment Package), the JPMorgan Chase Bank, N.A. Health Savings Account (HSA) Privacy Policy, the Chase E-funds Health Savings Account Card Program Terms, Conditions and Disclosures and the Chase E-funds Check Writing Terms and Conditions (individually and collectively as the context requires the "Terms and Conditions").

- 11.1 Notices and Change of Address: Any required notice regarding this Agreement and/or the HSA will be considered effective when we send it to the intended recipient at the last address that we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You, or the intended recipient, must notify us of any change of address.
- 11.2 Representations and Responsibilities:
1. You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement and that we are entitled to rely upon any such information or directions. If we fail to receive directions regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, and investment manager); however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have the periods of time provided in the Chase E-funds Health Savings Account Card Program Terms, Conditions and Disclosures ("Terms and Conditions") after you receive any documents, statements or other information from us to notify us in writing of any errors or inaccuracies reflected in those documents, statement or other information. If you do not notify us within such periods of time, the documents, statement or other information shall be deemed correct and accurate, and we shall have no further liability or obligation for such document, statement, other information or the transactions described therein.
 2. An HSA shall be established and maintained under this Agreement only by you, acting individually and such HSA shall be for your benefit and as otherwise permitted by the Code and Regulations.
 3. Except for rollover and transfer contributions, all contributions shall be made in cash and shall be accompanied by such forms(s) as may be required by us. You shall be solely responsible for the amount of all contributions to the HSA and we shall have no responsibility or liability for determining the amount of any contributions to the HSA or for any taxes, penalties or other consequences resulting from any such determination. We shall have no duty to enforce the collection of any funds or contributions or to require delivery of any such assets.
 4. Periodically and on the dates that may be prescribed by law or regulation, we shall mail to you at your last address on our records, a written report reflecting (i) the receipts, disbursements and other transactions effected by us during the period, (ii) the total assets and liabilities of the HSA at the close of the period, and (iii) such other information and reports as may be required by the Code or Regulations.
 5. No person, other than you (or, if you are deceased, your beneficiary) may require an accounting or bring any action against us. We shall have the right at any time to apply to a court of competent jurisdiction for a judicial settlement of the HSA or for a determination of any questions that arise with respect to the HSA. The only necessary party defendant to such action shall be you (or, if you are deceased, your beneficiary), but we may bring in as a party defendant another person(s). The costs of such action, including attorney's fees, shall be charged to the HSA.
 6. We shall be under no duty (i) to take any action other than as specified herein with respect to the HSA unless you furnish us with written instructions and such instructions are specifically agreed to by us in writing, or (ii) to defend or engage in any legal action with respect to the HSA unless we first agree in writing to do so and we are fully indemnified to our satisfaction.
 7. We, and others providing services to your HSA (including any brokerage agent, clearing broker or mutual fund manager), may conclusively rely upon and shall be protected in acting upon any written instruction or other communication received from you or your beneficiary and believed by us or those parties to be genuine and to have been properly executed. By performing services under this Agreement we are acting as your agent. You acknowledge and agree it is the intent of the parties hereto that to the fullest extent permitted by law, nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional service unless specifically agreed to under the terms and conditions of this Agreement, or required under the Code and the Regulations promulgated thereunder with respect to HSAs. You agree to indemnify and hold us harmless from any and all claims, actions proceedings, damages, judgments, liabilities, cost and expenses, including attorney's fees, arising from, or in connection with this Agreement. To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by the Code, applicable Regulations or other applicable law.
- 11.3 Service Fees: We have the right to charge an annual or monthly service fee or other designated fees, (e.g., a transfer, rollover or termination fee) for maintaining your HSA as set out in the Disclosure Statement. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. We may deduct the amount of the fees or expenses from the assets in your HSA or obtain payment for all or some of such fees from your employer as directed by SHPS in consultation with your employer. In the event that you are no longer employed by your current employer, we may charge you directly or deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee upon 30 days' notice to you that the fee will be effective. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.
- 11.4 Investment of Amounts in the HSA: You have exclusive responsibility for and control over the investment of the assets of your HSA. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, that are imposed by our charter, articles of incorporation, or bylaws; any and all applicable Federal and State laws and regulations; the rules regulations, customs and usages of any exchange, market or clearinghouse where the transaction is executed; our policies and practices, and this Agreement. After your death, your beneficiary(ies) shall have the right to direct the investment of your HSA assets, subject to the same conditions that applied to you during your lifetime under this Agreement (including, without limitation, Section 11.3 of this article). We shall have no discretion to direct any investment in your HSA. We assume no responsibility for rendering investment

advice with respect to your HSA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA. In the absence of instructions from you or unless otherwise specifically agreed to the contrary, Chase HSA assets for which no investment directions have been received (or for which directions have been received but are not reasonably understandable) will automatically be invested in a Chase custody account. We will not exercise the voting rights and other shareholder rights with respect to investments in your HSA unless you provide timely written directions acceptable to us. You will select the type of investment for your HSA assets, provided, however, that your selection of investments shall be limited to those types of investments that we offer or otherwise make available for investment by your Chase HSA. We, any of our nominees, any brokerage agent, or clearing broker may hold any security or other obligation held on behalf of the Chase HSA in bearer form by or through a central clearing corporation or depository. HSA assets held on any business day shall be valued at fair market value computed in accordance with such commercially acceptable methods as may be determined by us in good faith to reflect their current fair market value.

- 11.5 Beneficiary(ies): If you die before you receive all of the amounts in your HSA, payments from your HSA will be made to your beneficiary(ies). You may designate one or more persons or entities as beneficiary of your HSA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Unless otherwise specified, each beneficiary designation you file with us will cancel all previous ones. Unless you are married and live in a community or marital property state, the consent of a beneficiary shall not be required for you to revoke your beneficiary. If you are married and live in a community or marital property state and name someone other than, or in addition to, your spouse, your spouse must consent in writing to the designation. If you have designated both primary and contingent beneficiary(ies) and no primary beneficiary(ies) survives (survive) you, the contingent beneficiary(ies) shall acquire the designated share of your HSA. If you do not designate a beneficiary(ies), or if all of your primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary. If multiple beneficiaries are designated and are not classified, each shall be deemed to be entitled to an equal share of all amounts that become payable to such beneficiaries under the same terms and conditions applicable to all other such beneficiaries. If multiple beneficiaries are designated within the same class of beneficiaries, each beneficiary within the same class shall be deemed to be entitled to an equal share of all amounts that become payable to the beneficiaries in such class, upon the same terms and conditions applicable to all other such beneficiaries. To the extent that any person shall be required to survive another in order to become entitled to receive payments from the HSA, if both such persons shall die in circumstances in which there is substantial doubt as to which shall have been the first to die, the person required to survive in order to be entitled to benefits shall be deemed to have predeceased the other. A spouse beneficiary shall have all rights as granted under the Code or applicable Regulations to treat your HSA as his or her own. We may allow, if permitted by State law, an original HSA beneficiary(ies) (the beneficiary(ies) who is (are) entitled to receive distribution(s) from an inherited HSA at the time of your death) to name a successor beneficiary(ies) for the inherited HSA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during the original HSA beneficiary's(ies') lifetime. Unless otherwise specified, each beneficiary designation form that the original HSA beneficiary(ies) files with us will cancel all previous ones. The consent of a successor beneficiary(ies) shall not be required for the original HSA beneficiary(ies) to revoke a successor beneficiary(ies) designation. If the original HSA beneficiary(ies) does (do) not designate a successor beneficiary(ies), his or her (their) estate will be the successor beneficiary. In no event shall the successor beneficiary(ies) be able to extend the distribution period beyond that required for the original HSA beneficiary.
- 11.6 Withdrawals and Distributions: You are responsible for making all withdrawals from the HSA in accordance with the Code and applicable Regulations. Distributions will be made in accordance with this Agreement and applicable law in the event of your death. We will not be liable for any penalties or taxes related to your withdrawals or distributions from the HSA.
- 11.7 Termination of Agreement, Resignation, or Removal of Custodian: You may terminate this Agreement at any time by giving prior written notice to Custodian. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another trustee or custodian. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. If you receive your HSA funds, you are responsible for rolling them over to another HSA within 60 days from receipt if you wish to maintain an HSA. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. If this Agreement is terminated, we may charge your HSA a reasonable amount of money that we believe is necessary to cover any associated costs, including, but not limited to, one or more of the following: any fees, expenses or taxes chargeable against your HSA; and any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA. If we are required to comply with applicable Regulations and we fail to do so, or we are not keeping the records, making the returns or sending statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another custodian or trustee.
- 11.8 Successor Custodian: If our organization changes its name, reorganizes or merges with another organization (or comes under the control of any Federal or State agency), or if our entire organization (or any portion that includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the custodian or trustee of your HSA, but only if it is the type of organization authorized to serve as an HSA custodian or trustee.
- 11.9 Amendments: We have the right to amend this Agreement at any time. Any amendment we make to comply with the Code and related Regulations does not require your consent. You will be deemed to have consented to any other amendment unless, within 30 days from the date we mail the amendment, you notify us in writing that you do not consent.
- 11.10 Withdrawals and Transfers: Any request for the transfer of the balance in the HSA must be in writing on the form provided by or acceptable to us. All withdrawals and transfers are subject to this Agreement, the Code and applicable Regulations. We will have no responsibility or liability for compliance with the Code and applicable Regulations or for any taxes, penalties or other consequences in connection with any withdrawals or transfers requested by you. Please contact us for instructions if you wish to return to the HSA a withdrawal or transfer that you believe was made by mistake.
- 11.11 Liquidation of Assets: We have the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses or any other amounts properly chargeable against your HSA. If you fail to direct us timely as to which assets to liquidate, we will

decide, in our complete and sole discretion, and you agree not to hold us liable for any adverse consequences that result from our decision.

- 11.12 Restrictions on the HSA: Neither you nor any beneficiary may sell, transfer, exchange, borrow or lend money, or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement. The assets in your HSA shall not be responsible for the debts, contracts or torts of any person not entitled to distributions under this Agreement.
- 11.13 Transfers from Other HSAs: We can receive amounts transferred to this HSA from the trustee or custodian of another HSA or Medical Savings Account (MSA) but such transfers must be made in accordance with applicable Regulations. We reserve the right not to accept any transfer in our sole discretion. Please contact us for instructions if you wish for us to consider receiving such a transfer.
- 11.14 What Law Applies: This Agreement is subject to all applicable Federal and the State of New York laws and regulations. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.
- 11.15 Inactivity: In the event that your HSA is inactive or dormant for at least four (4) consecutive years with a funds balance, we may close your HSA and cancel your debit card without notifying you. At such time, should any applicable law or regulation require that funds in your HSA be escheated to a state or other governmental body or agency, we shall send such funds to such state, governmental body or agency without notifying you. "Inactive" or "dormant" means that there have been no deposits, withdrawals, purchases, check transactions, ATM balance inquiries or any other types of financial activity.

Section 5 – SHPS Enrollment Form and Adoption Agreement

Please print clearly, with black ink. If you make an error, strike through it, and write your initials next to the correction.

Print Your Name: _____, _____
(Last) (First) (MI)

Date of Birth: Month |__| |__| Day |__| |__| Year |__| |__| |__| |__|

Social Security #: |__| |__| |__| - |__| |__| - |__| |__| |__| |__|

Mailing Address: _____ Apt. #: _____

City: _____ State: |__| |__| Zip Code: |__| |__| |__| |__| - |__| |__| |__| |__|

Residential Address (if different than Mailing Address): _____

Note: If you do not provide a residential address, your application may not be processed.

Apt. #: _____

City: _____ State: |__| |__| Zip Code: |__| |__| |__| |__| - |__| |__| |__| |__|

Daytime Telephone #: [] _____ - _____ Evening Telephone [] _____ - _____

E-mail Address: _____

Maiden Name: (please complete if different from name above; required for identification verification purposes)

_____, _____, _____
(Last) (First) (MI)

High Deductible Health Plan Effective Date: Month |__| |__| Day |__| |__| Year |__| |__| |__| |__|

Type of Coverage: [] Individual [] Family

Employer: _____

Additional HSA Debit Card Option

I would like an additional debit card issued to my spouse or dependent listed below for my HSA account for a fee of \$5.00. I understand that the second cardholder will have full access to all the funds and account management options in my HSA cash and investment accounts and to balance information and transaction history related to my HSA cash and investment accounts.

Second Card Holder Name: _____, _____, _____
(Last) (First) (MI)

Statement Option

[] I understand that this HSA service is designed to provide me with account balance and transaction history electronically by phone or by visiting www.myshps.com. If I would like to receive a paper statement each month sent through the US Postal Service, I will contact Customer Service at the number on the back of my HSA debit card to request this optional service.

Certification

I have received, read and agree to the terms, conditions and disclosures contained in this SHPS Health Savings Account (HSA) Enrollment Package. I certify that the information I have provided in this Enrollment Form and Adoption Agreement, including but not limited to my social security number, is true and correct. I hereby request JPMorgan Chase Bank, N.A. ("Chase") to issue an HSA debit card to me. I appoint Chase as my HSA custodian. I am eligible to establish this HSA, and shall comply with all laws and regulations governing HSAs. If I am making a rollover deposit to this HSA, I certify that the funds are eligible for such rollover. I acknowledge that Chase shall not be liable for any tax or other consequences in connection with my HSA or contributions to it.

X _____
Signature

Date Signed

Print Name

Please mail or fax the completed Enrollment Form and Adoption Agreement Form as well as the Optional Beneficiary Designation Form to the following location:

**SHPS HSA Processing Center
PO Box 32800
Louisville, KY 40232
FAX #: 502-297-6538 or, 1-866-643-2219**

Section 6 – Optional Beneficiary Designation Form

Please list one or more primary beneficiaries for your HSA, indicating the beneficiary percentage that should be provided to each primary beneficiary in the event of your death (the percentages should add to 100%). If a primary beneficiary should predecease you, his or her interest, as well as the interests of his or her heirs, will terminate completely and the percentage share of the surviving primary beneficiaries will be increased on a pro-rata basis. If you do not designate beneficiaries, HSA funds will become part of your estate after your death. Please refer to Section 11.5 of the Chase HSA Custodial Account Agreement for more detailed provisions regarding beneficiaries. This beneficiary designation is effective upon receipt by Chase and unless otherwise specified cancels all previous designations on file with Chase.

Primary Beneficiary 1

Name: _____ Social Security Number: _____
Street Address: _____ City, State: _____, _____ Zip Code: _____
Phone #: (____) _____ - _____ Relationship: _____ Beneficiary %: _____

Primary Beneficiary 2

Name: _____ Social Security Number: _____
Street Address: _____ City, State: _____, _____ Zip Code: _____
Phone #: (____) _____ - _____ Relationship: _____ Beneficiary %: _____

Primary Beneficiary 3

Name: _____ Social Security Number: _____
Street Address: _____ City, State: _____, _____ Zip Code: _____
Phone #: (____) _____ - _____ Relationship: _____ Beneficiary %: _____

Contingent beneficiaries will receive your HSA assets in the event all of your primary beneficiaries predecease you. Please list one or more contingent beneficiaries, together with the percentage of your HSA assets each should receive (the percentages you list for all contingent beneficiaries should total 100%).

Contingent Beneficiary 1

Name: _____ Social Security Number: _____
Street Address: _____ City, State: _____, _____ Zip Code: _____
Phone #: (____) _____ - _____ Relationship: _____ Beneficiary %: _____

Contingent Beneficiary 2

Name: _____ Social Security Number: _____
Street Address: _____ City, State: _____, _____ Zip Code: _____
Phone #: (____) _____ - _____ Relationship: _____ Beneficiary %: _____

X _____
Signature **Date Signed**

Print Name

If you are a resident of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington or Wisconsin and you have designated someone other than, or in addition to, your spouse as beneficiary, please have your spouse authorize the designation by signing below:

X _____
Spouse's Signature **Date Signed**

Print Name