



HEALTH SAVINGS ACCOUNT (HSA) CARD AGREEMENT

The following terms and conditions apply to the Health Savings Account MasterCard® Debit Card which is issued on your Account (as defined below). If you use the Card on or after the date you receive this Agreement it will signify your acceptance of this Agreement.

1. DEFINITIONS. In this Agreement, the words “you,” “your” and “yours” means the individual to whom a Card is issued on an Account. The words “we,” “our,” “us” or the “Bank” refer to Exante Bank, Inc. “Agreement” means these terms and conditions, as they may be amended by the Bank from time to time. “Card” means the MasterCard Debit Card which is issued by the Bank under this Agreement in connection with your HSA. “Account” means the account you have opened at the Bank, into which you have deposited or will deposit funds in connection with your HSA. “Authorized User” means your spouse or dependent to whom you have requested that we issue a Card.

2. HOW THE CARD PROGRAM WORKS. You have requested that the Bank issue a Card to you in connection with your Account. You may use the Card at automated teller machines (“ATMs”) and at locations that accept MasterCard Debit Cards. You authorize the Bank to debit the Account to pay for transactions made by you and Authorized Users, and for fees associated with the issuance or use of your Card, such as ATM and cash advance fees, as provided in the Bank’s then current Schedule of Fees. You understand that these fees may change from time to time.

3. YOUR RESPONSIBILITIES. You acknowledge you are solely responsible for determining whether you are eligible to open an Account, for deciding what constitutes a qualified medical expense under applicable law and for substantiating any such Card purchase. You further agree that you are solely responsible for any taxes, interest, penalties and other expenses which may become payable under applicable law in connection with your Account and Card. You agree not to make any Account withdrawal or Card purchase which would exceed the funds available in your Account. Since some merchants may not allow you to pay for part of your purchase with your Card and the balance with another form of payment, if you think you may not have enough funds in your Account for a transaction, ask the merchant first if it allows two forms of payment for the same transaction.

4. USE OF THE CARD. Your use of the Card is subject to the terms and conditions of this Agreement. You agree not to give the Card to anyone else or authorize anyone else to use it, except for an Authorized User. You are liable for all charges made by an Authorized User until we receive written notification from you revoking such authorization and have had reasonable time to act on it. Notify us immediately if you wish to revoke the authority of an Authorized User to use a Card, such as in the case of a change in your marital status. The Card is our property and is not transferable. You agree to surrender it upon our request. If you return anything you purchased with the Card, you agree to accept a credit to your Account and not a cash refund, at the discretion of the merchant. You understand that the Card is not a credit card and cannot be used to obtain credit. We are not liable if any merchant refuses to accept the Card or if authorization is denied for any transaction. We are not liable if your Card cannot be used at an ATM or for any fees which may be charged by an ATM owner.

5. CHANGE OF NAME. You agree to notify the Bank promptly, in writing, if you change your name or address. You may also notify the Bank by calling 1-866-234-8913.

6. CARD CANCELLATION AND SUSPENSION. The Bank may at any time suspend or revoke your use of the Card. You can cancel the Card by notifying the Bank in writing. No cancellation or suspension will affect your obligation to pay any amounts you owe under this Agreement. Your Card will be cancelled upon notification of your death.

7. AMENDMENTS TO THIS AGREEMENT. The Bank can amend this Agreement or any of its provisions at any time upon notice to you. Any amendment will become effective on the date stated in the notice. We may terminate the Card program at any time. We will notify you in the event of any termination.

8. EVENTS OF DEFAULT. You will be in default if you fail to meet any of your obligations under this Agreement or any other agreement with us relating to your HSA, or if you close the Account. If you are in default of this Agreement, or if you cancel the Card, we will not be obligated to continue to provide services under this Agreement. In the event of a default, we may also exercise any other legal rights we may have, including without limitation, terminating your Account. If we are required to take any legal action under this Agreement, you agree to pay our court and collection costs and attorney’s fees and disbursements.

9. ARBITRATION. Any claim or controversy that is not resolved by the parties shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under this Agreement shall be conducted in Salt Lake City, Utah. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies.

10. LOST OR STOLEN CARDS. You agree to tell us AT ONCE if you believe your Card has been lost or stolen or is being used without your permission. Call us at 1-866-234-8913.

11. MISCELLANEOUS. We can choose not to exercise or to delay enforcement of any of our rights under this Agreement without compromising them. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and permitted assigns. Your obligations under this Agreement will also be binding upon your heirs, executors, legal representatives and permitted assigns. We may assign this Agreement and any rights or obligations under this Agreement to a third party without notice to you. You may not assign this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.