

This Health Savings Account Administrative Services Agreement (the "Agreement") is entered into as of _____, _____, by and between PNC Bank National Association, a national banking association,

the Custodian ("the Custodian") and _____ (the "Employer").

WHEREAS, the Employer has or intends to offer its eligible employees a high deductible health plan ("HDHP") as described in Section 223 of the Internal Revenue Code (the "Code") and to make available to such employees "health savings accounts" as described in Section 223 of the Code ("HSAs") at the financial institution of their choice;

WHEREAS, the Custodian serves as the HSA custodian for the PNC HSA program, and certain of the Employer's employees may establish HSAs with the Custodian through the PNC HSA program as set forth herein; and

WHEREAS, without endorsing the Custodian, the Employer has agreed to forward payroll contributions to HSAs held by the Custodian on behalf of these employees, and may make additional employer contributions to their HSAs at its discretion.

NOW THEREFORE, the parties agree as follows:

1. Duties and Responsibilities

(a) Subject to conditions set forth herein, the Custodian will make available and grant access to the Employer to a website (hereafter, the "Website") which would allow the Employer to verify whether an HSA has been opened for its eligible employees (hereafter, "HSA Owners"), transmit payroll contribution information and authorize the debiting of an Employer account via ACH (Automated Clearing House) to forward contributions to the HSAs of the Employer's eligible employees. Access to and use of the Website shall be governed by those certain terms and conditions contained on the Website.

(b) The Employer is responsible for providing to the Custodian a list of authorized Website users, and ensuring that such authorized users comply with this Agreement. The Custodian will supply the Employer and/or its authorized Website users with a logon ID and Password. The Custodian may assume, without further inquiry, that any communications received through use of the Website were sent or authorized by the Employer. The Employer and its authorized users (to the extent applicable) will: (i) provide and maintain a web browser supporting Secure Sockets Layer 128-bit encryption; and (ii) maintain the confidentiality and security of logon ID(s), password(s), security question(s) and answer(s), and any other security or access information, and notify the Custodian immediately in the event that a logon ID or password is lost, stolen or the Employer has reason to believe that the logon ID and password are being used by an unauthorized person, or if the Employer becomes aware of any loss, theft or unauthorized use of any information available on the Website.

(c) All payroll deduction contributions shall be contributed directly to HSAs of HSA Owners pursuant to information provided by the Employer. The Employer understands that the Custodian will not be responsible or liable for the funding of the HSAs and that the Employer's failure to fund the contributions may result in additional fees, rejection/return of the payroll contributions submitted and termination of this Agreement. The Employer understands that any Employer contributions it makes to HSAs are non-forfeitable.

(d) The Employer will provide the Custodian with all data on employees and contributions, including payroll deduction and Employer contributions (if applicable), which data shall reconcile to

the amount of funds transferred, that may be required to allocate contributions to individual HSAs. The Employer is responsible for reviewing and approving the documentation of such information, including transmissions of contribution information. The Employer shall cooperate with the Custodian to reconcile accounts in the event of any discrepancies between the contribution file and the actual funds transmitted and received by the Custodian. The Employer represents and warrants that it will provide the appropriate disclosures to, and obtain the appropriate authorizations or consents from, its employees that may be required under applicable law prior to sending the personal or financial information of any such employees to the Custodian. The Employer understands and agrees that (i) the Custodian is under no duty or obligation hereunder to obtain any authorizations or consents from the Employer's employees (whether or not they establish an HSA with the Custodian) or to verify or confirm that the Employer has made such disclosures and obtained the appropriate authorizations or consents and (ii) the Custodian shall not be liable for (and will be indemnified by the Employer against) any failure by or on behalf of the Employer to obtain such authorizations or consents from its employees. The Custodian will not provide any information regarding HSA Owners to the Employer that is not permitted under the Custodian's privacy policy, the Program Documents and/or applicable law.

(e) The Employer acknowledges that the Internet is an "open," publicly accessible network and not under the control of any party. The Custodian's provision of services is dependent upon the proper functioning of the Internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others. The Employer agrees that the Custodian shall not be liable in any respect for the actions or omissions of any third party wrongdoers (i.e., hackers not employed by such party or its affiliates) or of any third parties involved in the services and shall not be liable in any respect for the selection of any such third party, unless that selection was grossly negligent.

(f) The Custodian will provide custodial and administrative services to HSA Owners in accordance with the Custodial Agreement and related HSA account documents (collectively, the "Program Documents"). The Employer acknowledges that the Custodial Agreement is solely between the Custodian and the HSA Owner and does not give the Employer any additional rights or obligations. The Custodian shall retain sole authority and discretion to open and close an HSA or resign as custodian in accordance with the Program Documents. Neither the Employer nor the Custodian will restrict the ability of HSA owners to move funds to another HSA beyond those restrictions imposed by the Code.

(g) The Custodian will invest and make available to HSA Owners contributions as soon as administratively feasible after receipt of the necessary payroll and allocation data and funding, consistent with the terms of the HSA, the Program Documents and the HSA Owner's applicable investment allocations. The Custodian shall be under no obligation to: (1) confirm or verify that HSA Owners are eligible to establish HSAs in accordance with the requirements of Section 223 of the Code; (2) ensure that contributions to an HSA do not exceed the maximum annual contribution limit applicable to a particular HSA Owner; or (3) ensure that distributions from an HSA Owner's HSA are for qualified medical expenses as defined in Section 223 of the Code.

(h) The Custodian may make a menu of mutual funds available through any third parties that assist with providing the services, or its affiliates, for investment by HSA Owners. All investments in mutual funds are "self-directed" in that each HSA Owner has sole discretion whether to invest in one or more of the mutual funds made available through the HSA. **Neither the Custodian nor any of its affiliates is a fiduciary with respect to HSA Owners nor will they provide any investment advice to HSA**

Owners or be responsible or liable for the investment decisions of HSA Owners. The Custodian is not giving, and shall not be deemed to have given, the Employer or an HSA Owner any legal, tax or financial advice concerning any of the matters relating to this Agreement.

(i) The Custodian has no responsibility or authority for the design, funding or operation of any Employer-sponsored health and welfare benefit plan or for compliance of any such plan with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Employer agrees to take all reasonable steps to avoid application of ERISA to the HSAs established hereunder, including compliance with the conditions in the ERISA safe harbor exception for group or group-type insurance programs. In the event that any HSAs are or become subject to ERISA, the Employer shall ensure full compliance with ERISA with respect to such HSAs and under no circumstances shall the Custodian be responsible for any ERISA requirements. Neither the Employer nor the Custodian shall engage in any prohibited transactions with any HSA.

(j) The Employer acknowledges that it will not provide any individually identifiable health information to the Custodian via the Website or otherwise as the Custodian is not a "covered entity", "business associate" or "plan sponsor" as those terms are defined under Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended ("HIPAA").

(k) The Employer shall ensure that the HDHP it offers or makes available to employees satisfies the applicable requirements of Section 223 of the Code. The Custodian is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall the Custodian be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by the Employer or otherwise.

(l) The Employer shall comply with all state and federal laws in identifying and documenting the identity of any employee who establishes an HSA. The Employer represents that all employees for whom data is provided by the Employer have been positively identified by the Employer and that they have certified their authorization to work in the United States and have furnished their taxpayer identification numbers to the Employer.

(m) The Employer shall not distribute any marketing, promotional materials or other literature regarding the HSAs except for information contained in a publication, release or guidance issued by the U.S. Department of the Treasury or as otherwise approved in advance in writing by the Custodian or its authorized agents. Moreover, the Employer may not include in its marketing materials or otherwise communicate to its employees that the Custodian provides services other than those set forth in the Program Documents or any information regarding the mutual funds or other investments made available to HSA Owners other than that information contained in the mutual fund's prospectus, Statement of Additional Information, fund advertising or fund sales literature that complies with applicable laws and regulations and has been approved for use on behalf of the mutual fund by appropriate fund personnel.

(n) The Custodian's sole responsibility with respect to any HSA tax reporting requirements shall be in connection with its role as an HSA custodian. The Employer shall be responsible for wage reporting and any other tax reporting requirements applicable to it under federal, state or local law. The Custodian shall have no responsibility with respect to whether the Employer has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the Code and applicable regulations.

2. Representations and Warranties. Each party represents and warrants to the other party that the execution, delivery and

performance of this Agreement is: (i) within the power and authority of such party; (ii) does not violate or create a default under any of the party's organizational documents or any contract or agreement binding on or affecting such party or its property; and (iii) has been duly authorized by all necessary action.

3. Fees. Any applicable Employer paid HSA service fees ("Service Fees"), including fees for the Employer Website, if any, are identified on the Employer Group Set Up Form and incorporated by reference herein.

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

5. Limits of Liability. The Custodian shall not be responsible to perform (or responsible or liable for the failure to perform) any services or other obligations other than those expressly agreed to in this Agreement. The Custodian shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by the Custodian to be genuine and to be from an employee or other authorized representative of the Employer (or a person reasonably believed by the Custodian to be such authorized representative). The Custodian is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by the Employer or any other person, or the failure of Employer to perform its duties or obligations under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER THE CUSTODIAN NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA), WHETHER OR NOT THE CUSTODIAN OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

6. Indemnification. The Employer shall indemnify and hold harmless the Custodian, its affiliates, and their directors, officers and employees, from and against any and all losses, liabilities, penalties, damages, costs and expenses (including reasonable attorneys fees, administrative fees and court costs) that the Custodian may incur or suffer or that may be asserted against the Custodian by any person arising out of (i) any failure of the Employer to comply with its obligations under this Agreement; (ii) any wrongful act by Employer or its agents in connection with this Agreement; or (iii) any action taken or omitted to be taken by the Custodian in reliance upon information, data, instructions, or authorizations by or on behalf of the Employer.

7. Waiver of Jury Trial. BOTH THE CUSTODIAN AND THE EMPLOYER WAIVE ANY CLAIM OR RIGHT TO A TRIAL BY JURY TO ANY DISPUTE OR CLAIM ARISING UNDER OR IN RESPECT TO THIS AGREEMENT. THIS WAIVER APPLIES TO THE INTERPRETATION, BREACH OR ENFORCEMENT OF ANY PROVISION OF THIS AGREEMENT OR OTHERWISE AND WHETHER ARISING IN TORT OR CONTRACT. THE WAIVER OF A JURY TRIAL SET FORTH IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

8. Term of Agreement. This Agreement shall continue in full force and effect until either party terminates this Agreement by giving the other party thirty (30) days prior written notice. Notwithstanding the foregoing, either party may terminate this Agreement immediately at any time the other party: (a) fails to comply with the any of its material obligations hereunder; (b) becomes insolvent or files for



or becomes a party to any involuntary bankruptcy, receivership or similar proceeding; (c) makes an assignment for the benefit of creditors; or (d) has made a representation or provided information that is false or misleading in any material respect when made or provided.

9. General Provisions.

(a) Entire Agreement; Captions; Amendments; Partial Invalidity. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. The captions in this Agreement are included for convenience only and in no way define or delimit any of the provisions hereof or otherwise affect their construction or effect. This Agreement, or any term hereof, shall not be changed, modified or waived in any way except by a writing signed by both parties. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(b) Parties in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as may be explicitly stated in this Agreement, (i) this Agreement is not for the benefit of any other person or entity and (ii) there shall be no third party beneficiaries hereof.

(c) Assignment. The Employer may not assign this Agreement, in whole or in part, without the prior written consent of the Custodian; The Custodian may assign its rights and delegate its duties hereunder to any affiliate of the Custodian without prior notice to the Employer. In addition thereto, the Custodian may assign this Agreement in whole or in part by providing the employer with sixty (60) day prior written notice.

(d) 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 three days after postmark by the U.S. Postal Service), or overnight courier and addressed as provided below:

The Custodian

c/o PNC Bank, National Association
760 Moore Road
Mailstop: F4 F760 1A 8
King of Prussia, PA 19406
Attn: HSA Client Services/Wrap Processing
(or such other address as the Custodian may inform the Employer in writing)

Employer:

Attn: _____

(or such other address as the Employer may inform the Custodian in writing)

(e) No Representations or Warranties. Except as expressly provided in this Agreement, the Custodian hereby disclaims all

representations and warranties, express or implied, made to Employer or any other person, including, without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (irrespective of any course of dealing, custom or usage of trade), of any services or any goods provided incidental to services provided under this Agreement. The Custodian disclaims any warranty of title or non-infringement except as otherwise set forth in this Agreement.

(f) Force Majeure. Neither the Custodian nor the Employer, as applicable under the circumstances, shall be liable or deemed to be in default for failure to perform or delay in performance of any of their respective obligations under this Agreement to the extent that such failure or delay results from events beyond its reasonable control, including without limitations, any act of God, military operation, terrorist attack, widespread or prolonged loss of use of the Internet, national emergency or Government restrictions.

(g) Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, either with original or facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Governing Law. This Agreement shall be deemed to be a contract made in the Commonwealth of Pennsylvania and governed and interpreted by Pennsylvania law, without regard to principles of conflicts of law.

(i) 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.

(j) Customer Identification Program Notice. To help the U.S. government fight the funding of terrorism and money laundering activities, U.S. Federal law requires each financial institution to obtain, verify and record certain information that identifies each person who initially opens an account with that financial institution on or after October 1, 2003. Consistent with this requirement, the Custodian may request (or may have already requested) the Employer's name, address and taxpayer identification number or other government-issued identification number, and if such person is a natural person, that person's date of birth. The Custodian may also ask (and may have already asked) for additional identifying information, and the Custodian may take steps (and may have already taken steps) to verify the authenticity of these data elements.

THE CUSTODIAN

By: Scott A. Horan

Name: Scott A. Horan

Title: Senior Vice President

EMPLOYER

COMPANY NAME: _____

BY: _____

Name: _____

Title: _____

NOTE: Any manual changes to this document (except completing Employers name, address and the date) will not be binding unless and until accepted by the Custodian.

Direct Reimbursement Employer Group Set Up Form



Please mail the completed form and agreement to:

First Class Mail Overnight Mail

PNC Health Savings Account Services
P.O. Box 9776
Providence, RI 02940-9776

PNC Health Savings Account Services
4400 Computer Drive
Westboro, MA 01581

If there is an urgent need to have PNC set up your employer ID number, you may fax this form with the accompanying signed agreement to: 508-599-6027.

Note: You must also mail the originals of both documents to the address above so we have an original signature on file. Please note on your original documents that they were previously faxed and DO NOT DUPLICATE.

CHECK LIST

DID YOU? :

1. Supply your bank account information in Section 4 (needed if you plan to send payroll contributions through the Free Payroll Portal and/or if you intend to pay employer fees.
2. Remember to sign the Agreement on page 3 and return both the Agreement and Set-up form to:
PNC Health Savings Account Services
P.O. Box 9776
Providence, RI 02940-9776
3. Provide an e-mail address and phone number so we can send you your Employer user ID and password.