

## Depositor Limited Power of Attorney Authorization and Disclosure

### Power of Attorney

I hereby authorize ASAP Flex Plans, Inc. to act as my limited agent and attorney-in-fact for my Health Savings Account. I authorize ASAP Flex Plans, Inc. to deposit funds into my account as fully as if I performed any such actions and all in accordance with all deposit account rules of HSA Bank. I authorize ASAP Flex Plans, Inc. to electronically credit my account for contributions that I or my employer may make. **I hold harmless and indemnify HSA Bank for, from and against any claims made against the Bank relating to ASAP Flex Plans, Inc. actions, inaction or instructions as my agent and my designation of ASAP Flex Plans, Inc. as my agent for this account.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

I understand that:

1. I am establishing a Health Savings Account (HSA) under Section 223 of the Internal Revenue Code (the "Code"), subject to either my or my employer's obtaining of a qualified High Deductible Health Plan (HDHP), as defined by the Code.
2. This HSA will be established only if and when the HDHP is in force as of the first day of the month that I establish an HSA.
3. I am eligible to establish an HSA.
4. The attached HSA Custodial Agreement is part of this Application and I agree to be bound by its terms and conditions.
5. Within seven (7) days from the date this HSA is open I may revoke it by mailing or delivering a written notice to HSA Bank.
6. I am responsible for determining that I am eligible for an HSA each month I or my employer makes a contribution.
7. I am responsible for ensuring that all contributions I or my employer makes are within the limits set by the law (go to [www.hsabank.com/HSA/HSAContributionCalculator.htm](http://www.hsabank.com/HSA/HSAContributionCalculator.htm) for help [or another URL with similar information, e.g., at our site]).
8. I am responsible for the tax consequences of any contribution (including rollover contributions) and distribution.
9. My employer or I will send funds to ASAP Flex Plans, Inc. and ASAP Flex Plans, Inc. is responsible for depositing those funds with HSA Bank.
10. HSA Bank is not responsible for the funds until the funds are deposited to my account at HSA Bank.
11. HSA Bank and ASAP Flex Plans, Inc. are owned, governed, and operated independently from each other and have joined together through an agreement to provide these health savings account services to you.

**I waive any claim I may have now or in the future against HSA Bank based on the actions, inactions or instructions of ASAP Flex Plans, Inc. to HSA Bank.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name