



Merrill Lynch

Bank of America Corporation

Health Savings Account Adoption Agreement

Merrill Lynch Health Savings Account Number

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**MERRILL LYNCH
USE ONLY**

Date Opened: _____
FA #: _____

Important Note: A Merrill Lynch Health Savings Account (HSA) is NOT health insurance. You must be covered by an HSA qualifying "high-deductible health plan" to be eligible to make HSA contributions (other than rollover contributions) or to have HSA contributions made by your employer. Merrill Lynch DOES NOT offer high-deductible health plans.

Please type or print legibly. Black ink is preferred.

I. ACCOUNT INFORMATION

Account Holder's Name _____

Mailing Address: Street _____ City _____ State _____ Zip Code _____

II. INFORMATION ABOUT YOU (All fields are required.)

Account Holder's Social Security Number: - -

Date of Birth: _____

Home Phone: (____) _____ - _____

Business Phone(if applicable): (____) _____ - _____

1. **Are you currently insured under a high-deductible health plan?** By checking yes, you also agree that you are not enrolled in Medicare Part A or B, you may not be claimed as a dependant on another person's federal income tax return and you are not covered under another health plan that is not a high-deductible health plan (other than permitted coverage).

Yes No

2. **What type of health insurance coverage do you have?**

Individual (Self Only) Family

IV. INFORMATION ABOUT YOUR BENEFICIARIES

PLEASE READ THE INSTRUCTIONS THAT FOLLOW BEFORE COMPLETING THIS SECTION.

PRIMARY BENEFICIARIES

Name	Share	Date of Birth	Social Security Number	Relationship
1.				
2.				

CONTINGENT BENEFICIARIES

Name	Share	Date of Birth	Social Security Number	Relationship
1.				
2.				

INSTRUCTIONS

You can name one or more persons to be the primary and contingent beneficiaries of your account, including your estate or a trust. Please provide complete information about each beneficiary. If the beneficiary is a trust, please provide the names of the trustees, the date of the trust and the trust's taxpayer identification number. If you designate more than one primary or contingent beneficiary, please be sure that you indicate the percentage share each is to receive and that the percentages add up to 100%.

Unless you provide otherwise in your beneficiary designation, any balance left in your account at your death will be paid to the primary beneficiaries in accordance with the share percentages you designate. If a primary beneficiary should predecease you and there are primary beneficiaries who are still living, the deceased beneficiary's share will be distributed to the remaining primary beneficiary, or to the remaining primary beneficiaries, in proportion to their payment percentages. If no primary beneficiary is living at the time of your death, the balance will be distributed to your contingent beneficiaries under the same rules. Please note that a primary beneficiary must be designated before you designate a contingent beneficiary. If no primary or contingent beneficiary survives you, the balance will be paid to your surviving spouse. If you are not survived by your spouse, we will pay the balance to your estate. If no percentages are indicated for primary or contingent beneficiaries, equal percentages will be assumed.

As outlined in the Merrill Lynch Health Savings Account Disclosure Statement, your surviving spouse can continue his or her interest in your HSA as his or her own HSA at your death only if he or she is the named beneficiary under your HSA. If any person other than your spouse is the named beneficiary, or any person (including your surviving spouse) otherwise acquires your interest in your HSA on account of your death, the HSA or portion of the HSA with respect to which there is a nonspouse beneficiary will cease to be a health savings account as of the date of your death.

V. HEALTH SAVINGS ACCOUNT ADOPTION AGREEMENT

This agreement, when signed by me and accepted by Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill Lynch"), as Custodian, incorporates the Merrill Lynch Health Savings Account Disclosures and Account Agreement (the "HSA Agreement"). By signing this agreement, I acknowledge and agree:

1. That there are fees for the Health Savings Account.
2. That my HSA has been established for the purpose of paying qualified medical expenses, and if distributions are not used for this purpose, I may be subject to ordinary income and additional taxes thereon, which I must report to the Internal Revenue Service.
3. That I am eligible to make contributions to an HSA, specifically that I (a) am covered under a high deductible health plan (HDHP); (b) am not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventative care and limited types of permitted insurance and permitted coverage); (c) am not enrolled in Medicare; and (d) cannot be claimed as a dependent on another person's tax return, or that all contributions to my HSA will be permitted rollovers or transfers from other HSAs or Archer MSAs or from an IRA, if I meet the applicable requirements, and that there is a limit to the amount that may be contributed to my HSA each year.
4. That no loans may be taken from my HSA and no portion of my HSA may be used as security or collateral for a loan.
5. That I am responsible for administering my HSA and that Merrill Lynch has no duty to determine the investment, tax or other consequences resulting from my actions involving my HSA.
6. Vermont law requires the following: I authorize Merrill Lynch and its affiliates to request a consumer report or credit report about me from one or more consumer reporting agencies to verify the information provided in this Health Savings Account Adoption Agreement and for any other legitimate business purposes.
7. That Merrill Lynch does not offer high-deductible health plans.
8. That I am of legal age under the laws of my place of residence.
9. That I have received a copy of the Merrill Lynch HSA Disclosures and Account Agreement and agree to be bound by the terms and conditions of the HSA Agreement, and, in accordance with Section 6.8, page 32, of the Merrill Lynch HSA Disclosures and Account Agreement, I agree to arbitrate any controversies which may arise with Merrill Lynch.
10. That I affirmatively consent to having my available cash balances included in the Money Account(s) available through the Sweep Program.

Signature (Account Holder)

Date

Investing in securities involves risks, and there is always the potential of losing money when you invest in securities.

Any information presented about tax considerations affecting client financial transactions or arrangements is not intended as tax advice and should not be relied upon for the purpose of avoiding any tax penalties. Neither Merrill Lynch nor its representatives provide tax, accounting or legal advice. Clients should review any planned financial transactions or arrangements that may have tax, accounting or legal implications with their personal professional advisors.

State tax consequences for HSAs may vary. You should check with a qualified tax advisor for specific state tax consequences that are applicable to you.

Merrill Lynch, Pierce, Fenner & Smith Incorporated is a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation.

Merrill Lynch, Pierce, Fenner & Smith Incorporated is a member of Securities Investor Protection Corporation (SIPC). You may obtain further information about SIPC, including the SIPC Brochure, via SIPC's website at <http://www.sipc.org> or by calling SIPC at (202) 371-8300.

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Code 201867PM-0516

FACTS	<h2 style="margin: 0;">WHAT DOES BANK OF AMERICA DO WITH YOUR PERSONAL INFORMATION?</h2>
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Why?	<p>Financial companies choose how they share your personal information. Under federal law, that means personally identifiable information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.</p>
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • account balances, transaction history and credit information • assets and investment experience
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How?	<p>All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Bank of America chooses to share; and whether you can limit this sharing.</p>
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Reasons we can share your personal information	Does Bank of America share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — with service providers we use to offer our products and services to you (please see below to limit the ways we contact you)	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes — information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you — for all credit card accounts	Yes	Yes
For nonaffiliates to market to you — for accounts and services endorsed by another organization (e.g., debit card co-branded with a baseball team) “Sponsored Accounts”	Yes	Yes
For nonaffiliates to market to you — for accounts other than credit card accounts and Sponsored Accounts, such as insurance, investments, deposit and lending	No	We don’t share

To limit our sharing	<ul style="list-style-type: none"> • Call 888.341.5000—our menu will prompt you through your choices • Visit us online: bankofamerica.com/privacy • Talk to a financial center associate • Talk to your assigned account representative (e.g., financial advisor, mortgage loan officer) <p>Please note: If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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To limit direct marketing contact	<ul style="list-style-type: none"> • Call 888.341.5000—our menu will prompt you through your choices • Visit us online: bankofamerica.com/privacy • Talk to a financial center associate • Talk to your assigned account representative (e.g., financial advisor, mortgage loan officer) <p>Please note: Direct marketing is email, postal mail and telephone marketing. Your telephone and postal mail opt-out choices will last for five years, subject to applicable law. Even if you limit direct marketing, we may still contact you to service your account or as otherwise allowed by law.</p>
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Questions?	<p>Call 888.341.5000 or go to bankofamerica.com/privacy</p>
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Who we are	
Who is providing this notice?	Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust, LandSafe or Merrill Lynch, as well as the entities listed in the <i>Bank of America U.S. legal entities</i> section.

What we do	
How does Bank of America protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit bankofamerica.com/security or ml.com/privacy .
How does Bank of America collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • open an account or perform transactions • apply for a loan or use your credit or debit card • seek advice about your investments We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit some but not all sharing related to: <ul style="list-style-type: none"> • affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • nonaffiliates to market to you State laws and individual Bank of America companies may give you more rights to limit sharing. See <i>Other important information</i> section for your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to you alone unless you tell us otherwise. However, your choice to limit sharing with nonaffiliates to market to you for credit card accounts or Sponsored Accounts will apply to all joint account holders. If you have more than one credit card account or Sponsored Account and you choose to opt out, you will need to do so for each account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our affiliates include companies that utilize the names Bank of America, Banc of America, U.S. Trust, LandSafe, or Merrill Lynch, as well as financial companies such as General Fidelity Life Insurance Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include financial services companies such as insurance agencies or mortgage brokers, nonfinancial companies such as retailers, travel companies and membership groups, other companies such as nonprofit groups.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include financial services companies.

Other important information	
Do Not Call Policy. This notice is the Bank of America Do Not Call Policy under the Telephone Consumer Protection Act. We do not solicit via telephone numbers listed on the state or federal Do Not Call lists, unless the law allows. Bank of America employees receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Bank of America will be placed on the Bank of America Do Not Call list and will not be called in any future campaigns, including those of Bank of America affiliates. If you communicate with us by telephone, we may monitor or record the call.	
For Nevada residents only. We are providing you this notice under state law. You may be placed on our internal Do Not Call List by following the directions in the <i>To limit direct marketing</i> contact section. Nevada law requires we provide the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702.486.3132; email: BCPINFO@ag.state.nv.us ; Bank of America, P.O. Box 25118, FL1-300-01-29, Tampa, FL 33633-5118; Phone number: 888.341.5000; email: Click on "Contact Us" at bankofamerica.com/privacy .	
Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our corporate family, unless the law allows. For example, we may share information with your consent, to service your accounts or under joint marketing agreements with other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.	

California: Under California law, we will not share information we collect about you with companies outside of Bank of America, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our companies to the extent required by California law.

For Insurance Customers in AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR and VA only. The term “Information” in this part means customer information obtained in an insurance transaction. We may give your Information to state insurance officials, law enforcement, group policy holders about claims experience or auditors as the law allows or requires. We may give your Information to insurance support companies that may keep it or give it to others. We may share medical Information so we can learn if you qualify for coverage, process claims or prevent fraud or if you say we can. To see your Information, write Insurance Services, TX2-977-01-39, 5401 North Beach Street, Fort Worth, TX 76137, Attn: Data Request. You must state your full name, address, the insurance company, policy number (if relevant) and the Information you want. We will tell you what Information we have. You may see and copy the Information (unless privileged) at our office or ask that we mail you a copy for a fee. If you think any Information is wrong, you must write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

For MA Insurance Customers only. You may ask, in writing, for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Bank of America U.S. legal entities

Bank of America U.S. legal entities that utilize the names: Bank of America, Banc of America, U.S. Trust, LandSafe or Merrill Lynch, as well as the following entities: BACAP Alternative Advisors, Inc., BofA Advisors LLC, BofA Distributors, Inc., General Fidelity Life Insurance Company, Managed Account Advisors LLC, NationsCredit Financial Services Corporation.