HealthSavings
ADMINISTRATORS
Investing in a Healthy Future

Health Savings Account (HSA) Enrollment & Agreement

PLEASE NOTE that you can complete the entire enrollment process online at **HealthSavings.com.** If setting up the account through your employer, please ask your benefits or human resources department for specific enrollment instructions.

STEP 1 **Review HSA Eligibility Requirements**

STEP 2 **Tell Us Who You Are**
Provide your personal information.

STEP 3 **Authorized Signer (optional)**
Designate an authorized signer (such as a spouse or another third party) to access and initiate transactions on your account.

STEP 4 **Beneficiary Designation**
Complete this section to designate beneficiaries to receive payment of the value of your HSA following your death.

STEP 5 **Investment Allocation**
Elect your investment allocations.

STEP 6 **Signature**
Please be sure to sign your application in ink. We cannot process your application without your signature.

10800 Midlothian Turnpike, Suite 240 Richmond, VA 23235 (p) 888.354.0697 (f) 804.726.1570 HealthSavings.com

Health Savings Account (HSA) Enrollment & Agreement

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STEP 1 Review HSA Eligibility Requirements

Federal regulations require you meet all of the following eligibility requirements to open and contribute to an HSA:

- Covered under a qualified high deductible health plan on the first day of the month*
- Not covered by any other health plan, including your spouse's health insurance
- Not covered by your own or spouse's medical Flexible Spending Account (FSA) (unless it qualifies as a "limited purpose" FSA)*
- Not enrolled in any part of Medicare or Tricare
- Have not received Veteran's health benefits in the past 90 days for a non-service connected disability
- Not claimed as a dependent on another person's tax return

You are not subject to these eligibility requirements to open an HSA with us if you are only transferring funds from an existing HSA.

*Contact your health insurance provider to confirm that your plan is HSA compatible and any FSA for which you are eligible qualifies as "limited purpose." *Health Savings* is not able to determine if your health plan is qualified or if your FSA is "limited purpose."

STEP 2 Tell Us Who You Are

Salutation ❑ Mr. ❑ Ms. ❑ Dr.

First Name _____ Last Name _____ M.I. _____

Social Security Number _____ – _____ – _____ Date of Birth *(mm/dd/yyyy)* _____ / _____ / _____

Primary Address (P.O. Boxes **not** accepted) _____

Address 2 (P.O. Boxes **not** accepted) _____

City _____ State _____ ZIP _____ Country _____

Mailing Address (If different from primary address) _____

Address Line 2 _____

City _____ State _____ ZIP _____ Country _____

Primary Phone Number _____ Secondary Phone Number _____

Primary Email Address* _____ Secondary Email Address _____

Receive email notifications?* ❑ Yes ❑ No

If not a U.S. Citizen, enter country of citizenship _____

Employment Status: ❑ Employed ❑ Self Employed ❑ Not Employed/Retired

Employer Name _____

Health Plan Type: ❑ Single ❑ Family

Effective Date of Qualified Health Insurance *(mm/dd/yyyy)* _____ / _____ / _____

Health Insurance Carrier _____

*By providing an email address and checking the "Yes" box, the account holder represents and warrants that he/she consents and has the ability to receive the electronic delivery of all investment-related, account-related information and notices at the provided email address. Electronic delivery may include, but is not limited to, emailed copies of or internet links to documents in PDF format. Investment-related and account-related information and notices may include, but is not limited to fund prospectuses, tax notices, account statements, confirmations of statements, account access passwords, etc. Account holder's consent will be in effect until revoked. Account holder may request no-cost written copies of any electronically delivered documents and/or may revoke his/her consent to electronic delivery by contacting Customer Service.

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STEP 3 Authorized Signer (optional)

By completing all of the fields below, you are authorizing the person designated as authorized signer (such as a spouse or another third party) to access and initiate transactions on your account. Federal law requires all financial institutions to obtain, verify and record information that identifies each person associated with an account. When you add an authorized signer to your account, you must provide their name, Social Security number and date of birth to help us identify him/her. **NOTE:** Authorized signers must be age 18 or older.

Salutation ❑ Mr. ❑ Ms. ❑ Dr.

First Name _____ Last Name _____ M.I. _____

Social Security Number _____ – _____ – _____ Date of Birth *(mm/dd/yyyy)* _____ / _____ / _____

STEP 4 Beneficiary Designation

The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies). If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages in the account. Multiple contingent beneficiaries with no share percentage indicated will also be deemed to share equally. If a primary or contingent beneficiary dies before me, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro-rated basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of my account.

Name *(or Trust and Trustee)*	**Date of Birth** *(mm/dd/yyyy) (creation date, if Trust)*	**Social Security #** *(TIN, if Trust)*	**Relationship**	**Primary or Contingent**	**Share %**
			❑ Spouse	❑ Primary ❑ Contingent	%
				❑ Primary ❑ Contingent	%
				❑ Primary ❑ Contingent	%
				❑ Primary ❑ Contingent	%
				❑ Primary ❑ Contingent	%

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Health Savings Account (HSA) Enrollment & Agreement

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STEP 5 Investment Allocation

Use this form to elect your investment allocations. You can choose up to 10 funds using this form. To select more than 10 funds and/or learn more about your investment options, please complete your enrollment at **HealthSavings.com.** Once your account becomes active, you can make or change your investment elections online.

Fund	Ticker	Elections
*Cash (Debit Card optional)	- - -	%
Percentages must add up to 100%, only whole percentages are allowed	**TOTAL**	**100%**

Account Options:

If you elected the Cash/Debit Card option, please select your debit card preference(s)*:

- ❑ I would like to order a debit card for myself.
- ❑ I would like to order a debit card for my authorized signer.
- ❑ I do not want a debit card.

Statement Preferences:

- ❑ I elect to receive **electronic** activity statements, notices and disclosures.**
- ❑ I would like to receive **paper** activity statements (quarterly), notices and disclosures.**

*If you request a debit card, you must allocate a portion of your contribution into the Cash option listed above.

**Please note that you may receive some information electronically and/or by mail based on your type of account or for certain transactions.

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Health Savings Account (HSA) Enrollment & Agreement

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STEP 6 Signature

Participant represents and warrants that he/she has received, read and is in agreement with all terms in the HSA Enrollment & Agreement, including the terms in the FPS Terms & Conditions, the HSA Custodial Account Agreement, FPS's privacy policy, the summary of fees in Step 5 and any applicable addendums to the Participant Agreement, all of which are included in the HSA Enrollment & Agreement and/or are available at HealthSavings.com, and which are incorporated by reference into this Participant Agreement. Participant agrees to be bound by the terms of the Participant Agreement (including the terms of incorporated documents), which may be changed, from time to time, upon notice from FPS Trust.

Participant appoints FPS Trust Company, LLC ("FPS") as custodian for the HSA established by the HSA Enrollment & Agreement and authorizes FPS (including its affiliates) to perform relevant custodial and administrative services. Participant acknowledges *Health Savings* Administrators (including its affiliates) as recordkeeper of the HSA established by the HSA Enrollment & Agreement and authorizes *HealthSavings* Administrators to perform relevant recordkeeping and administrative services.

Participant understands and agrees that FPS may provide online access to the account through the issuance of usernames and passwords to Participant and other persons. Participant authorizes access to the account to the Authorized Signers, if any, listed in Step 3 (e.g., a spouse, etc.). Further, FPS may provide usernames and passwords to Plan Administrators and/or other authorized persons/entities. Participant understands and agrees that persons/entities to which usernames and passwords are issued are solely responsible for the security of the username and password issued to him/her/it. FPS shall be entitled to rely on the entry of a username and password into FPS's systems as confirmation of the identity of the person/entity to whom the username and password were issued.

Asset based fees will be assessed on a quarterly billing cycle and will be assessed, pro rata, from the assets in the account. The administration fee will be assessed to the account annually. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Participant understands and agrees that certain transaction fees may apply to the account including those in Step 5 of the Enrollment & Agreement. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Participant authorizes and instructs FPS to assess the above-referenced fees in Step 5 of the Enrollment & Agreement (and any other fees Participant may later agree to have assessed against the account) against the account registered in the Participant's name established under this HSA Enrollment & Agreement.

Participant understands and agrees that, if the Internal Revenue Service has notified Participant that he/she is currently subject to backup withholding because Participant has failed to report all interest and dividends on his/her tax return, Participant must cross out item 2 in the certification below. By signing below, under penalty of perjury, Participant certifies that:

1. The number shown on this form is the Participant's correct taxpayer identification number (or Participant is waiting for a number to be issued to him/her), and
2. Participant is not subject to backup withholding because: (a) Participant is exempt from backup withholding or (b) Participant has not been notified by the Internal Revenue Service ("IRS") that he/she is subject to backup withholding as a result of failure to report all interest or dividends or (c) the IRS has notified Participant that he/she is no longer subject to backup withholding, and
3. Participant is a U.S. citizen or U.S. resident alien.

Applicant's Name _____

_____ Applicant's Signature

_____ / _____ / _____ Date *(mm/dd/yyyy)*

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VANGUARD® FUNDS LIST

22 FUNDS

HealthSavings offers 22 Vanguard® funds each having distinct investment management objectives, strategies, risks and policies.

The Vanguard® Group provides investors with access to some of the leading money managers from around the world.

They utilize a multi-manager approach to investing to provide greater diversification within each portfolio.

Risk	Fund	Ticker
Least	Vanguard® Prime Money Market Fund Investor Shares	VMMXX
	Vanguard® GNMA Fund Admiral Shares	VFIJX
	Vanguard® LifeStrategy Income Fund	VASIX
	Vanguard® Total Bond Market Index Fund Admiral Shares	VBTLX
	Vanguard® LifeStrategy Conservative Growth Fund	VSCGX
	Vanguard® Balanced Index Fund Admiral Shares	VBIAX
	Vanguard® LifeStrategy Moderate Growth Fund	VSMGX
	Vanguard® STAR Fund	VGSTX
	Vanguard® Windsor™ II Fund Admiral Shares	VWNAX
	Vanguard® LifeStrategy Growth Fund	VASGX
	Vanguard® 500 Index Fund Admiral Shares	VFIAX
	Vanguard® Total Stock Market Index Fund Admiral Shares	VTSAX
	Vanguard® Social Index Fund Investor Shares	VFTSX
	Vanguard® Selected Value Fund Investor Shares	VASVX
	Vanguard® Morgan™ Growth Fund Admiral Shares	VMRAX
	Vanguard® International Growth Fund Admiral Shares	VWILX
	Vanguard® Mid-Cap Index Fund Admiral Shares	VIMAX
	Vanguard® Total International Stock Index Fund Admiral	VTIAX
	Vanguard® Extended Market Index Fund Admiral Shares	VEXAX
	Vanguard® Strategic Equity Fund	VSEQX
	Vanguard® Small-Cap Index Fund Admiral Shares	VSMAX
Most	Vanguard® Mid-Cap Growth Fund Investor Shares	VMGRX

Read current prospectuses at www.vanguard.com.

NOTE: Your HSA is not subject to the normal Vanguard® minimum investment requirements.

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Vanguard, Morgan, Explorer and Windsor are trademarks of the Vanguard® Group, Inc. All other marks are the exclusive property of their respective owners. Securities offered through The Vanguard® Group, Member NASD SIPC. Security products: Not insured by FDIC nor any federal government agency; may lose value; not a deposit of or guaranteed by the bank or any bank affiliate.

Summary of Fees

FPS TRUST FINANCIAL PROCESSING SOLUTIONS

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Administrative Fee: $45 per year. Fee deducted from account balance.
(NOTE: If enrolling with an employer group, this fee may be paid in full, or in part, by your employer.)

Custodial Fee: 6.25 basis points per quarter (i.e., $0.625 per $1,000 every three months).
Fees will be deducted from the account balance quarterly.

Transactional Fees		Debit Card Fees (if applicable)	
Withdrawals via paper check	$10	Replace lost or stolen debit card	$12
Excess contribution correction	$25	Additional charge (per card) for three or more debit cards	$6
Non-sufficient funds (NSF)	$30	Stop payment	$25
Transaction correction	$25	Copy of debit card merchant receipt	$25
Wire transfer (sent or received)	$25	Terminate debit card access	$25
Duplicate copy of tax document	$4		
Transfer/rollover to another custodian	$25		
Account closure	$25		

INTEREST SCHEDULE

There is no minimum account balance required to open a health savings account or to obtain the annual percentage yield disclosed.
Interest is credited monthly and based on the balance in your cash/debit card account. The interest rate available on your account is as follows.

Balance	Interest Rate	Balance	Interest Rate
$25,000 or more	0.50%	$5,000.00 – $9,999.99	0.20%
$15,000.00 – $24,999.99	0.40%	$2,500.00 – $4,999.99	0.10%
$10,000.00 – $14,999.99	0.30%	$0 – $2,499.99	0.05%

Rev. 10/2015

Health Savings Account (HSA)

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AGREEMENT AND DISCLOSURE

Participant represents and warrants that he/she has received, read and is in agreement with all terms in the FPS Terms and Conditions, the HSA Custodial Account Agreement, FPS's privacy policy, the summary of fees and any applicable addendums to the Participant Agreement. Participant agrees to be bound by the terms of the Participant Agreement (including the terms of incorporated documents), which may be changed, from time to time, upon notice from FPS Trust.

Participant appoints FPS Trust Company, LLC ("FPS") as custodian for the HSA established by the HSA Enrollment and Agreement Form and authorizes FPS (including its affiliates) to perform relevant custodial and administrative services. Participant acknowledges Health Savings Administrators (including its affiliates) as recordkeeper of the HSA established by the HSA Enrollment and Agreement Form and authorizes Health Savings Administrators to perform relevant recordkeeping and administrative services.

Participant understands and agrees that FPS may provide online access to the account through the issuance of usernames and passwords to Participant and other persons. Participant authorizes access to the account to the Authorized Signers, if any, listed. Further, FPS may provide usernames and passwords to Plan Administrators and/or other authorized persons/entities. Participant understands and agrees that persons/entities to which usernames and passwords are issued are solely responsible for the security of the username and password issued to him/her/it. FPS shall be entitled to rely on the entry of a username and password into FPS's systems as confirmation of the identity of the person/entity to whom the username and password were issued.

Asset based fees will be assessed on a quarterly billing cycle and will be assessed, pro rata, from the assets in the account. The administration fee will be assessed to the account annually. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Participant understands and agrees that certain transaction fees may apply to the account. Participant understands and agrees that these fees may change, from time to time, upon notice from FPS.

Participant authorizes and instructs FPS to assess referenced fees (and any other fees Participant may later agree to have assessed against the account) against the account registered in the Participant's name established under this HSA Enrollment and Agreement Form.

TERMS AND CONDITIONS

Section 1: Scope of Agreement

Your agreement with FPS Trust Company, LLC ("FPS") consists of the terms set forth in the HSA Enrollment and Agreement Form and the terms of the custodial account agreement between FPS and your employer. In addition, you may, in the future, receive from FPS, supplemental terms and disclosures which shall also be a part of the agreement between you and FPS (collectively, the "Agreement and Disclosure".) You agree to read the Agreement and Disclosures carefully and to retain copies for your records.

Section 2: Acceptance of Agreement and Disclosures

You agree that the Agreement and Disclosures govern all aspects of your relationship with FPS, including all transactions between FPS and you and all products and services now or in the future offered through FPS. FPS may rely on your use of FPS's products and services as evidence of your continued acceptance of the Agreement and Disclosures.

Section 3: Your Representations and Warranties

You represent and warrant that: (a) you are of legal age in the state in which you live and you are authorized to enter into this Agreement; (b) you have supplied accurate information in your Account Application (c) no additional authorizations from third parties are required for you to open the Account and effect transactions therein; (d) except as you have otherwise indicated on your HSA Enrollment and Agreement Form or in writing to us

Section 4: Account Handling

The Designated Custodian ("The Custodian") will automatically hold all of your securities purchased, sales proceeds, dividends and interest. The Custodian will also release your name, address and securities positions to authorized agencies and entities, including companies in which we hold securities for your Account, upon request, unless you notify us otherwise in writing.

Section 5: Responsibility for Investment Decisions

You agree that you and any agent under a power of attorney or Investment Advisor (if you have one) are solely responsible for investment decisions in your Account, including whether to buy or sell a particular security. Unless required by law, you understand that FPS has no obligation to determine whether a particular transaction, strategy or purchase or sale of a security is suitable for you. Your obligation includes an affirmative duty to monitor and stay informed about your Account and your investments and respond to changes as you deem appropriate.

Unless FPS otherwise agrees with you in writing, FPS does not have any discretionary authority or obligation to review or make recommendations for the investment of securities or cash in your Account. You acknowledge that FPS and Health Savings Administrators do not provide tax or legal advice.

Section 6: Liquidations

Whenever it is necessary for our protection or to satisfy a debit or other obligation owed us, we may (but are not required to) sell, assign and deliver all or any part of the property securing your obligations, or close any or all transactions in your Account or restrict activity in your Account. We may choose which property to buy or sell, which transactions to close and the sequence and timing of liquidation.

We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. You agree not to hold us liable for the choice of which property to buy or sell or of which transactions to close or for timing or manner of liquidation or any tax consequences from such actions. All of the above may be done without demand or notice of purchase, sale, transfer or cancellation to you. No demand or notice shall impose on FPS any obligation to make such demand or provide such notice to you in the future. Any such notice or demand is hereby expressly waived, and no specific demand or notice shall invalidate this waiver.

Section 7: Verification

You authorize FPS to inquire from any source, including a consumer reporting agency, as to the identity (as required by law), creditworthiness and ongoing eligibility for the Account of yourself, any other person referred to on this Application, or any person whom FPS is later notified is associated with or has an interest in the account at account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

Section 8: Application of Law

What Law Applies: This Agreement is subject to all applicable federal and state laws and regulations and any mutually agreed-upon arbitration agreements. If it is necessary to apply any state law to interpret and administer this Agreement, the law of our domicile shall govern. 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.

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Section 9: Electronic Copies

The electronically stored copy of your (or your agent's) signature, any written instructions or authorizations, the HSA Enrollment and Agreement Form and the Agreement and Disclosures is considered to be the true, complete, valid, authentic and enforceable record, admissible in judicial, administrative or arbitration proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of FPS's electronically stored copy of such documents in any proceeding between you and FPS.

Section 10: Allocation of Contributions

You may place your contributions in one fund or in any combination of funds, although your employer may place restrictions on investment in certain funds.

Section 11: Compliance

I understand that in the event my Participant Enrollment form is incomplete or is not received by Health Savings Administrators at the address stated on this HSA Enrollment and Agreement Form prior to the receipt of any deposits, FPS will hold these deposits until I supply Health Savings Administrators with a completed form.

Section 12: Incomplete Forms

I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 day period, account information shall be deemed accurate and acceptable to me. If I notify FPS of an error after this 90 day period, the correction will be only processed from the date of notification forward and not on a retroactive basis.

Section 13: Provider Compensation

FPS receives compensation from certain funds or their affiliates and other investment providers in consideration for services that FPS provides including but not limited to 1) participant statements 2) maintaining participant level fund accounting 3) transmitting and recording purchase and redemption instructions for such investments 4) transaction settlement 5) prospectus and fact sheet delivery and 6) participant call center services. This compensation is paid directly to FPS by the funds or investment provider, their affiliates, or services provider pursuant to a service agreement between FPS and one or more such parties, and the Employer is not responsible for payment of this compensation. The compensation paid to FPS is based either on a percentage of the average daily net asset value or each investment or on a set fee per each investment option in which a participant invests. Asset-based compensation can range from 0.00% to 0.25% annually on average assets, while investments paying a set fee can range from $10 to $12 annually per participant account. The fees received by FPS may be used to offset the fees that would otherwise be charged to the Plan or Account, dependent upon plan type.

Privacy Policy	
Facts	What Does FPS Trust Company, LLC Do With Your Personal Information?
Why?	To help you better understand how your personal information is protected at FPS Trust Company, LLC, we are providing you with the following information describing our practices and policies with respect to the privacy of your customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and practices described in this notice.
What?	The types of personal information we collect can include: • Social Security number • Income • Assets • Investment experience • Account transactions • Retirement assets When you are no longer our customer, we will continue to hold your information and share it as described in this notice.
How?	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 FPS Trust Company (FPS) choose to share; and whether you can limit this sharing.

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Reasons we can share your personal information	Does FPS share?	Can you limit sharing?
For our everyday business purposes Such as to process and service your transactions, report on transactions, maintain your account(s), respond to court orders, regulatory and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes To offer our products and services to you.	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes	No	We don't share
For our affiliates or nonaffiliates to market to you	No	We don't share

What We Do	
How does FPS protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures to comply with federal law. These measures include safeguards and secured files and buildings. We require companies that help provide our services to you protect the confidentiality of personal information they receive.
How does FPS collect my personal information?	We collect your personal information, for example, when you: • Open an account or deposit money • Pay fees or conduct other transactions through your account We also collect your personal information from others such as affiliates or other companies.
Why can't I limit all of my sharing?	Federal law gives you the right to limit only: • Sharing for affiliates' everyday business purposes • Affiliates from using your information to market to you • Sharing for nonaffiliates State laws and individual companies may give you additional rights to limit sharing.

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Custodial Account Agreement (Under section 223(a) of the Internal Revenue Code)

Account Owner Representations

The Account Owner named on the HSA Application is establishing this Health Savings Account (HSA) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and tax 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 (or will be as of the effective date of this Agreement) 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 limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

Agreement

The Account Owner hereby designates FPS Trust Company, LLC as the Custodian under this Custodial Account Agreement and has deposited or transferred to this Custodial Account an initial HSA contribution. The Account Owner and the Custodian make the following Agreement:

ARTICLE I — Contributions

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 for any Account Owner that exceed the IRS maximum amount for family coverage plus the catch-up contribution for the calendar (tax) year for which the contribution is made.
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) (unless prohibited under this Agreement) are not subject to the maximum annual contribution limit set forth in Article II. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept investments other than cash. The Custodian will not accept a transfer of property it cannot legally hold or any amount that the Custodian determines is an ineligible investment in the Custodial Account.
4. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

ARTICLE II — Contribution Limits

1. The maximum annual contribution limit for an Account Owner with single coverage and the maximum annual contribution limit for an Account Owner with family coverage are established each year by the Internal Revenue Service (IRS). These limits are subject to cost-of-living adjustments each calendar year. Contribution limits for the current year may be found at www.treasury.gov or in IRS Publication 969.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. An additional $1,000 catch-up contribution may be made for an Account Owner who is at least age 55 or older at any time during the tax year and not enrolled in Medicare.
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.
5. The Account Owner will be responsible for any tax consequences that result from exceeding the contribution limits set annually by the Internal Revenue Service for single or family coverage.

ARTICLE III — Account Owner Responsibility

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, including the catch-up contribution limit, if applicable, 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. It is also the Account Owner's responsibility to ensure that any employer contributions due are made to the HSA. Custodian shall not be liable for any losses, damages, costs, penalties, or expenses the Account Owner incurs as a result of any employer's failure to make any contributions to his or her HSA. Custodian is not responsible for monitoring any employer's HSA contributions or notifying any Account Owner of employer contributions or the failure of any employer to make a contribution. In considering whether contributions have exceeded the allowable annual contribution limit, Account Owner must take into account any employer contributions as well as any transfers or contributions previously made to this HSA or to any other HSA that also count toward the annual contribution limit.

ARTICLE IV — Vested Status

The Account Owner's interest in the balance in this Custodial Account is nonforfeitable.

ARTICLE V — Prohibited Use of Funds

1. No part of the Funds in this Custodial Account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Internal Revenue Code.
2. The assets of this Custodial 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 Internal Revenue Code Section 4975).

ARTICLE VI — Distributions

1. Distributions of Funds from this HSA may be made upon the direction of the Account Owner. The Account Owner may request a distribution through the Administrator's website or by completing the HSA reimbursement form. Distribution requests other than using a completed and signed form or initiating a reimbursement through the website will not be honored (e.g., by phone or email). If a debit card is made available in connection with the HSA, the additional provisions in Article XI, Section 10 apply.
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 tax 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 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.

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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, if required, that the distribution is taxfree. Please consult a tax advisor regarding the tax treatment of any distributions from the Account.

ARTICLE VII — Successor in Interest

If the Account Owner dies before the entire interest in the account is distributed, the entire account will be disposed of as follows:

- If the Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
- If the Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Account Owner's estate, the fair market value of the account as of the date of death is taxable on the Account Owner's final return. For other Beneficiaries, the fair market value of the account is taxable to that person in the tax year that includes such date.

ARTICLE VIII — Tax Reports

1. The Account Owner agrees to provide the Custodian with any 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 for custodians of an HSA by the IRS. In addition, the Custodian may execute any declarations or certificates pertaining to the HSA that may be required under any tax law (s) or governmental regulation(s) now or hereafter in effect without prior approval of the Account Owner. Custodian shall provide the Account Owner all information regarding the HSA that is under its control as is necessary for the Account Owner to file all required returns, reports, or other documents to the applicable taxing authorities. It is solely the Account Owner's responsibility to comply with all applicable reporting requirements with respect to the HSA, including any reports required pursuant to Internal Revenue Code Section 223(h).

ARTICLE IX — Precedence of IRS Rules

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 of the Internal Revenue Code or IRS published guidance with respect to an HSA will be void.

ARTICLE X — Amendment

This Agreement will be amended from time to time to comply with the provisions of the Internal Revenue Code ("Code") or IRS published guidance. Any amendment made by the Custodian to comply with the Code and related regulations does not require the Account Owner's consent. Other amendments may be made with the consent of the Custodian and the Account Owner and in compliance with the Amendment provisions in Article XI. The Account Owner will be deemed to have consented to any amendments 30 days from the date the amendment is mailed to the Account Owner.

ARTICLE XI — Additional Provisions

1. Definitions

Account Owner. Account Owner means the individual named as the HSA owner on the Application for whose benefit the HSA is established. Agreement. Agreement means and includes this Health Savings Custodial Account Agreement, the Account Application, Disclosure Statement, and accompanying documentation. The Agreement may be amended from time to time as provided in Article X and this Article XI.

Application. Application means the legal document that establishes this HealthSavings Account (HSA) after acceptance by the Custodian. The information and statements contained in the Application are incorporated into this HSA Agreement.

Authorized Agent. Authorized Agent means any person or entity, including an investment manager or adviser, named by the Account Owner in accordance with procedures acceptable to the Custodian and authorized by the terms of this Agreement and such appointment to give Instructions to the Custodian, or to vote or other wise manage the investment of any asset of the Custodial Account.

Beneficiary. Beneficiary means the person(s) or entity(ies) the Account Owner designates in writing in a form and manner acceptable to the Custodian that will be entitled to receive the proceeds in the Custodial Account upon the death of the Account Owner.

Custodian. FPS Trust Company, LLC, a Colorado limited liability company, or any successor thereto. The Custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

Fund. Fund means all of the money, securities, debt instruments and other property which may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the Custodial Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.

High Deductible Health Plan (HDHP). An HDHP is a health plan that provides selfonly or Family medical coverage and that has a minimum annual deductible and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) that meet IRS limitations for self-only or Family medical coverage, as applicable, in order to qualify as a "high" deductible health plan. These limits are subject to cost-of-living adjustments each calendar year. Limits for the current year may be found at www.treasury.gov or in IRS Publication 969.

Instruction. An Instruction to the Custodian is any oral, written or electronic direction given in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

Qualified Medical Expenses. Qualified Medical Expenses are amounts paid for medical care as defined in Section 213(d) of the Internal Revenue Code for the Account Owner, his or her spouse, or tax dependents, but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not Qualified Medical Expenses.

Regulations. Regulations mean the U.S. Treasury Regulations.

Self-Only Coverage and Family Coverage. Under an HDHP. Family medical coverage means coverage that is not self-only coverage.

2. Custodian's Responsibilities.

The Custodian, as agent of the Account Owner, but not as fiduciary, shall take, hold, invest, and distribute all of the assets of the Fund in accordance with the terms of this Agreement. The Custodian will serve as a nondiscretionary, directed custodian of the Custodial Account. The Custodian is responsible for maintaining custody of the assets held in the Custodial Account, and for investing those assets as directed by the Account Owner or his or her Authorized Agent. Notwithstanding the foregoing, the Custodian has the right to liquidate assets in the HSA if necessary to make distributions or to pay fees, expenses, or taxes properly chargeable against the HSA. If the Account Owner fails to direct the Custodian as to which assets to liquidate, the Custodian may decide, in its complete and sole discretion, which assets shall be sold and the Account Owner agrees not to hold the Custodian liable for any adverse consequences that may result from such decision. Custodian does not guarantee and is not liable for the performance or privacy of any online system, web site or the Internet. Web site access may be unavailable at times such as when (a) systems require regular

maintenance or upgrades; (b) unforeseen maintenance is necessary; or (c) major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism, or other circumstances beyond Custodian's control. Custodian is not under any circumstance liable for the unavailability of access to the web site, data entry errors and other errors made by Account Owner, or for any direct or indirect or consequential loss for any reason associated with web site or online access or use.

3. Account Owner's Representations and Responsibilities.

The Account Owner represents that all information that the Account Owner has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Account Owner will comply with all legal requirements governing this Agreement and the HSA and assumes all responsibility for his or her actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and compliance with the Internal Revenue Code and other applicable law in connection with this Agreement.

Subject to the policies and practices of the Custodian, the Account Owner may delegate certain responsibilities by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of Instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian may fully rely on Instructions from the Authorized Agent as if the Custodian had received the Instructions from the Account Owner.

The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules, as amended from time to time. The Account Owner is responsible for determining the suitability of the High Deductible Health Plan associated with this HSA. The Account Owner agrees to indemnify and hold the Custodian harmless from any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner the HDHP associated with this HSA. The insurance agent or agency is not the Custodian's partner, agent, affiliate, representative or co-venturer.

Account Owner shall have a password that will allow Account Owner access to his/ her HSA online. It shall be Account Owner's sole responsibility to keep the password private. Account Owner shall be responsible for all actions taken by any person using Account Owner's password, whether or not such use was authorized by Account Owner. In the event that Account Owner has provided an electronic signature to Custodian in connection with an account application or other click sign agreement, Account Owner agrees Custodian may rely on such electronic signature for purposes of Account Owner's authorization of withdrawals or third-party transfers, notices to change of name or address, or other instructions to Custodian. Custodian shall not be required to obtain Account Owner's physical signature for such purposes or any other purpose, except as may be required by law.

4. Investment Responsibilities.

The Account Owner will control and manage the investment of the Custodial Account except insofar as the Account Owner delegates investment authority over part or all of the Custodial Account assets to one or more investment managers or other Authorized Agents. Account Owner grants to the Custodian all powers reasonably necessary to carry out its investment and other duties under this Agreement, and Account Owner agrees to furnish the Custodian with such information and Instructions as may be necessary to carry out the provisions of this Agreement and to enable the Custodian to fulfill all legal and regulatory reporting requirements.

The investment options available within the Custodial Account will be permissible investments under the applicable laws and Regulations. The available investment options may change from time to time and the Account Owner may move his or her monies in the Custodial Account to different investment options available under the Custodial Account. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

Account Owner acknowledges that a wide array of investment options is made available for the investment of funds held in the HSA. Account Owner understands and agrees that the Custodian is not providing any investment advice to Account Owner or any Authorized Agent and that Custodian is not an investment adviser registered under the Investment Advisers Act of 1940. Account Owner also acknowledges that some of the mutual funds or other investment options that are offered for purchase in the HSA may pay marketing and administrative services or other "revenue sharing" fees, including but not limited to so-called "12b-1" fees, to the Custodian in connection with an investment in such funds.

No investment transaction for the Custodial Account that is to be processed by the Custodian at the direction of the Account Owner or an Authorized Agent will be processed until the Custodian receives the Instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. The Custodian may rely conclusively on all Instructions given by the Account Owner or Authorized Agent which the Custodian believes to be genuine. The Custodian's records of a transaction will be conclusive as the content of any Instructions. Upon application by the Account Owner, on a form acceptable to the Custodian and upon approval by the Custodian, the Custodian will accept non-written Instructions from the Account Owner or Authorized Agent subject to immediate confirmation of such Instructions by email or in writing by the Authorized Agent.

The Custodian will have no responsibility to see that any investment directions comply with the law and Regulations applicable to an HSA. However, if the Custodian receives any direction from the Account Owner or an Authorized Agent that appears to the Custodian in its sole judgment to be incomplete or unclear, the Custodian will not be required to act on such directions and may hold uninvested any asset without liability until proper directions are received from the Account Owner or the Authorized Agent. If investment directions are incomplete or unclear, the Custodian will notify the Account Owner or the Authorized Agent within a reasonable period of time. In the absence of proper investment directions, the Custodian will not be liable for interest or market gains or losses on any cash balances maintained in the Custodial Account.

Any nondeposit investment product that Account Owner purchases using funds in his or her HSA, including mutual funds, stocks, and bonds, is not FDIC-insured, is not a deposit or other obligation of the Custodian, is not guaranteed by FPS Trust or any of its affiliates, is not insured by any federal government agency, and is subject to investment risk, including the possible loss of the principal amount invested.

Mutual Fund E-Consent: Account Owner consents to receive electronically the fact sheets, prospectuses, prospectus supplements, and shareholder reports for any of the available mutual funds in which Account Owner chooses to invest, and to read the prospectuses, including any supplements, and to agree to their terms before investing. Account Owner also consents to review trade confirmations online and in paper or electronic quarterly statements.

The fact sheets, prospectuses, prospectus supplements, shareholder reports and account information, including trade confirmations, can be accessed through the HSA Administrator's website in hypertext markup language (HTML) and/or Adobe Acrobat Portable Document Format (PDF). Account Owner may access a document in HTML with appropriate browser software, such as Microsoft Internet Explorer or equivalent. To access a document in PDF, Account Owner must have installed Adobe Acrobat Reader on his or her computer, which may be obtained free of charge at www.adobe.com. Account Owner acknowledges and agrees that he or she has communications access to the Internet and is able to access documents in HTML and PDF without additional hardware and software. Account Owner understands that these documents can be printed if Account Owner has access to a printer, using the button on the browser. Account Owner further understands that electronic delivery is provided free of charge, although other online service provider charges may apply, and that Account Owner may request paper copies of these documents by calling the HSA Administrator.

Account Owner acknowledges and agrees that a prospectus has been made available to Account Owner electronically prior to and following the purchase of any available mutual funds. To the extent that Account Owner directs investment of his or her Account in mutual funds, balances invested in those mutual funds are subject to investment fees and other charges and expenses as described by

the applicable prospectuses. Some mutual funds may charge a redemption fee. Redemption fees, if any, will be charged to the assets held in the HSA. Account Owner cannot reimburse his or her HSA for redemption fees. For further information on redemption fees, please see the mutual fund prospectus.

5. Beneficiary Designation.

The Account Owner may designate one or more persons or entities as primary and contingent Beneficiaries by completing a written designation in a form and manner acceptable to the Custodian, filed with the Custodian during the Account Owner's lifetime. Unless otherwise indicated, all subsequent Beneficiary designations revoke all prior designations. Beneficiaries may be changed or revoked by the Account Owner at any time by executing a written designation in a form and manner acceptable to the Custodian.

If the Account Owner is married and subject to the marital or community property laws that require the consent of the Account Owner's spouse to name a Beneficiary other than or in addition to such spouse, the Account Owner acknowledges that he or she is solely responsible for compliance with such legal requirements and agrees to hold the Custodian harmless with respect to any failure to so comply.

Upon the Account Owner's death, if the primary designated Beneficiary is the Account Owner's surviving spouse, the Custodial Account becomes the Custodial Account of such surviving spouse. If the primary designated Beneficiary is someone other than a surviving spouse, the Custodial Account ceases to be an HSA as of the date of death and the Custodial Account, less any amounts retained to pay outstanding fees and expenses, will be distributed to such Beneficiary as soon as administratively practicable. If no primary Beneficiaries survive the Account Owner, the Custodial Account will be paid to surviving contingent Beneficiaries, if any. If no primary or contingent Beneficiaries survive the Account Owner or if the Account Owner fails to designate Beneficiaries during his or her lifetime, the Account Owner's estate shall be the Beneficiary. No payment will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death, as determined by the Custodian in its sole discretion, and all fees and expenses applicable to the Account have been paid or satisfied from Account assets.

6. Amendment and Termination.

The Custodian may amend this Agreement at any time to comply with legal and regulatory changes or to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Account Owner at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Account Owner.

The Account Owner may terminate this Agreement at any time by providing 30 days advance written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of receipt of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon termination of this Agreement, Account Owner agrees to name a successor custodian and notify the Custodian in writing of the name of said successor custodian. In the event that the Account Owner does not name a successor Custodian, the Custodian shall distribute the Custodial Account, less any applicable fees or penalties, in cash, as a single payment to the Account Owner. If this Agreement is terminated, the Custodian may retain a reasonable amount it believes is necessary to cover any fees, expenses or taxes chargeable against the HSA and any penalties associated with the early withdrawal of any savings instrument or other investments in the HSA.

If the Custodian merges with another organization (or comes under the control of any federal or state agency) or if the Custodian (or any portion which includes the HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of the HSA, but only if that organization is the type of organization authorized to serve as an HSA trustee or custodian. If the Custodian fails to comply with certain Regulations, or is not keeping the records, making the returns, or sending the statements that are required by Regulations, the IRS may, after notifying the Account Owner, require the Account Owner to substitute another custodian or trustee.

The Custodian may resign at any time by providing 30 days advance written notice to the Account Owner. Upon receiving such written notice, the Account Owner may appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgement from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed and no distribution Instructions are provided by the Account Owner within 30 days after the termination notice was mailed or transmitted, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, in cash, as a single payment to the Account Owner.

Custodian also retains the right, after notice to the Account Owner, to transfer the HSA to another custodian or to liquidate the HSA assets and distribute them to the Account Owner in a single sum.

7. Instructions, Changes of Addresses and Notices.

The Account Owner is responsible to provide any Instructions, notices or changes of address in writing to the Custodian or through the website provided. Such communications will be effective upon actual receipt by the Custodian or any later date specified in writing by the Account Owner. Any notices required to be sent to the Account Owner by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless a later effective date is specified by the Custodian. If authorized by the Custodian and provided by the Account Owner in the Application, Account Agreement or other documentation deemed acceptable to the Custodian, an electronic address is an acceptable address to provide and receive any notices hereunder.

8.Fees and Charges.

The Custodian shall receive compensation for its services under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Account Owner 30 days advance written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Account Owner acknowledges that the Custodian or its affiliates may receive compensation from other parties. In addition, the Custodian or its affiliates will retain any earnings credited on any funds in the Account pending investment direction and pending distribution as part of its compensation for services provided. The Custodian will also be entitled to reimbursement for all reasonable and necessary costs, expenses, and disbursements incurred by it in the performance of such services, including, without limitation, attorneys' fees. Such compensation and reimbursements shall be a charge against and may be withdrawn by the Custodian from the Custodial Account within a reasonable time, as specified by the Custodian. Any brokerage commissions attributable to transactions with the assets in the HSA will be charged to the HSA. The Account Owner may not reimburse his or her HSA for those commissions.

To the extent not prohibited by law, Account Owner authorizes Custodian to liquidate and transfer the cash proceeds of any investment Account Owner has selected for his or her HSA in the event that a negative cash balance exists in the HSA for more than 10 business days. Custodian will notify Account Owner of the negative cash balance to give Account Owner the opportunity to make additional contributions, if allowable, or to sell the investments of Account Owner's choice to resolve the negative cash balance. If the negative balance is not corrected within a reasonable time after Custodian notifies Account Owner, Custodian may liquidate any of the HSA investments, at its discretion, to the extent necessary to bring Account Owner's balance to a positive amount. In the event that liquidating all of Account Owner's HSA investments is not sufficient to resolve the negative balance, Account Owner will be responsible for any remaining deficiency.

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9. Indemnity.

Account Owner hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, arising, directly or indirectly, or resulting from their reliance upon, or any action taken in good faith in accordance with, any certificate, notice, confirmation, or Instruction, purporting to have been delivered by the Account Owner or an Authorized Agent. Account Owner waives any and all claims of any nature it now has or may have against the Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that the Custodian takes in good faith in accordance with any certificate, notice, confirmation, or Instruction from the Authorized Agent. Account Owner also hereby agrees to indemnify, defend and hold the Custodian and any parent, subsidiary, related corporation, or affiliates of the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, arising, directly or indirectly, out of any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; reliance, or action taken in reliance, on Instructions from Account Owner or an Authorized Agent; any exercise or failure to exercise investment direction authority by Account Owner or by an Authorized Agent; the Custodian's refusal on advice of counsel to act in accordance with any investment direction by Account Owner or an Authorized Agent; any other act or failure to act by Account Owner or an Authorized Agent; any prohibited transaction or disqualification of the HSA due to any actions taken or not taken by the Custodian in reliance on Instructions from the Account Owner or the Authorized Agent; or any other act the Custodian takes in good faith hereunder that arises under this Agreement or the administration of the Fund. The Custodian shall not be liable to Account Owner for any act, omission, or determination made in connection with this Agreement except for its gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with Instructions from the Account Owner or an Authorized Agent; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any Instructions, unless such action or inaction is by reason of the gross negligence or willful misconduct of the Custodian. The provisions of this Section shall survive the termination, amendment or expiration of this Agreement.

10. Optional Debit Card.

The following provisions apply if a debit card is made available to Account Owner with respect to the HSA. The use of any debit card in connection with the HSA may be limited to eligible merchants that provide, among other things, health care related goods and services that are eligible for reimbursement as Qualified Medical Expenses and that supply applicable MCC codes for verification purposes. When a debit card is used for a purchase through an electronic funds transfer network, a hold may be placed on the funds available in the HSA that may be necessary to cover the transaction. The hold will be in the amount of the transaction request submitted by the merchant for authorization. Held funds are not available for withdrawal or distribution during the period the hold is in effect, which will be no more than 3 business days. The Account Owner is solely responsible for resolving any disputes with a merchant that accepts the debit card concerning the quality of the goods and services purchased. Any debit card issued to an Account Owner for use with the HSA is the property of the Custodian or other issuer of the debit card and must be returned if requested. The Custodian may also refuse to offer a debit card to any Account Owner at any time and for any reason, or may terminate the debit card without notice. If there are not enough funds in the HSA when a debit card transaction is performed, the Custodian may, in its discretion, refuse to pay the transaction or, if the transaction is paid and the HSA is overdrawn, notify the Account Owner promptly regarding the amount of money needed to be deposited to cover the overdraft. Account Owner agrees to promptly deposit into the HSA the amount of any such overdraft, plus pay all applicable fees. If an overdraft is honored by the Custodian, there is no obligation to do so at any future time. It is Account Owner's responsibility to protect any debit card issued to him or her, to sign the signature panel on the back of the card upon receipt, and to protect access to the PIN assigned to the debit card. Custodian is not responsible for any improper use of the debit card.

11. Limitation of Liability.

No claim may be made by the Account Owner against the Custodian for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement. In addition, the Custodian is not responsible for monitoring employer contributions or notifying the Account Owner of any employer contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to employer contributions and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA. Custodian is also not liable to Account Owner for any statements, representations, actions, or inactions of any insurance agent or agency that sells or offers for sale an insurance plan in connection with the HSA. The insurance agent or agency is not our partner, agent, affiliate, representative, or coventurer.

12. Maintenance of Records.

The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article VIII of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Account Owner. The Account Owner will be deemed to have been approved any reports or accounting of the HSA unless he or she objects to the contents of such report or accounting within thirty (30) days of its mailing or electronic transmission by the Custodian. Any objections must set forth the specific grounds on which they are based. Upon approval or deemed approval of any report or accounting, the Custodian shall be forever released from any and all liability with respect to matters reported.

13. Miscellaneous.

Minimum Values. The Custodian reserves the right to establish HSA, deposit and/or withdrawal minimums and/or limitations on the frequency of withdrawals. The Custodian may resign or charge additional fees if the minimums are not met.

Other Providers. At its discretion, the Custodian may, without the consent of the Account Owner, appoint other service providers to fulfill certain of its obligations hereunder, including reporting responsibilities, and may compensate such service providers accordingly.

Applicable Law. This Agreement shall be construed and interpreted according to the laws of the State of Colorado to the extent that such laws are not preempted by the laws of the United States of America. All contributions to, and payments from, the Account shall be deemed to take place in the State of Colorado. All controversies, disputes, and claims arising under this Agreement and not otherwise resolved will be submitted to the United States District Court for the district where the Custodian has its principal place of business, and by executing this Agreement, each party hereto consents to that court's exercise of personal jurisdiction over them.

14. USA Patriot Act Notification.

The following notification is provided to Account Owner pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and moneylaundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Account Owner: When Account Owner opens an account, the Custodian will ask for Account Owner's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Custodian to identify Account Owner. The Custodian may also ask to see Account Owner's driver's license or other identifying documents.

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