

HSA ADOPTION AGREEMENT

1. I hereby establish a Health Savings Account ("HSA") under the terms and conditions contained in the accompanying HSA Custodial Account Agreement. This HSA becomes effective upon the acceptance of the HSA Adoption Agreement by BNY Mellon Investment Servicing Trust Company, whom I hereby appoint as custodian to my HSA.
2. I acknowledge receipt of a copy of the Custodial Account Agreement under which this HSA is established, a copy of this HSA Adoption Agreement, and a copy of the Disclosure Statement with respect to this HSA. I agree to be bound by the terms and conditions that apply to this HSA as contained in such documents.
3. I certify under penalties of perjury that I am a U.S. person (including a U.S. resident alien) and my Social Security Number is true, correct and complete and that this number is my Taxpayer Identification Number.
4. I certify that I am covered by a qualified High Deductible Health Plan ("HDHP") as defined by the Internal Revenue Code ("Code"), I am not covered by a health plan other than an HDHP, I am not entitled to benefits under Medicare and I am not entitled to be claimed as a dependent on another person's tax return.
5. I understand that my employer may pay some or all of the fees that apply to this HSA. Should my employment be terminated, I will become responsible for payment of such fees as disclosed to me in writing and the custodian is authorized to deduct such fees from my HSA.
6. I understand and agree that the custodian is not responsible for any assets until received and that I am responsible for determining my eligibility for making contributions to this HSA and for ensuring that those contributions are within the limits set forth by the Code. I am solely responsible for all tax consequences of any contributions and/or distributions. No tax advice has been provided to me by the custodian.
7. I direct that my contributions be invested in the FDIC insured, interest bearing bank portion of the HSA as described in the accompany Bank Portion disclosure document, which I hereby acknowledge receipt. I understand that once my HSA account balance reaches the minimum specified in the accompanying HSA Disclosure Statement, I can direct investments in the mutual funds that are available in the HSA, whose prospectuses are available on this website or through the custodian. I direct that all benefits upon my death be paid as I have indicated on this website.
8. I agree that the Custodian and its affiliates and agents will not be liable for acting on telephone, internet, wire or written instructions they believe to be genuine. **I authorize telephone and Internet transactions (purchases/deposits, redemptions/withdrawals and exchanges) unless I indicate otherwise in writing.**

The information I have provided on this site – and all future information I provide with respect to my account – is true, complete and correct, and I agree to promptly notify the Custodian of any material changes to such information.

HSA BANK ACCOUNT INFORMATION

HSA DEPOSIT ACCOUNT TERMS, CONDITIONS AND DISCLOSURES

Deposit Account Summary

These terms, conditions and disclosures are intended to provide you with information concerning the deposit account portion of your health savings account (“HSA”), which consists of a deposit account insured by the Federal Deposit Insurance Corporation (“FDIC”) and maintained in the name of BNY Mellon Investment Servicing Trust Company, the custodian of your HSA (the “Custodian”), at The Bank of New York Mellon (“BNYM” or the “Bank”), a depository institution affiliate of the Custodian (“Deposit Account”). These terms, conditions and disclosures are supplemental to those contained in your existing Custodial Account Agreement and related agreements which you executed to open and maintain your HSA.

The Deposit Account is available only to individuals participating in certain HSA programs for which the custodian acts as HSA custodian (“Program”). By choosing to participate in such program, you agree to appoint the custodian as your authorized agent to automatically deposit any of your HSA contributions into the deposit account, which custodian, as your agent, has established on an omnibus basis at the bank in its name for the exclusive benefit of you and other HSA participants. You will not have an individual deposit account at the bank, nor will you be able to directly make deposits to or withdrawals from the deposit account through the bank. All transactions involving the deposit account must be made through the custodian. In order to increase the portion of your HSA balance which is maintained in the deposit account or to make other contributions and withdrawals into or out of the deposit account, you must instruct the custodian to do so. The custodian will act as your agent in all transactions involving the deposit account, including making deposits to and withdrawals from the deposit account on your behalf. All deposits in and withdrawals from the deposit account will be made in the name of the custodian on behalf of HSA participants.

Balances in the deposit account established by the custodian on behalf of you and other HSA participants constitute a direct obligation of bank and are not directly or indirectly an obligation of the custodian or your HSA administrator. You will not receive additional documentation, such as a passbook or certificate, with respect to the deposit account. Ownership of the deposit account at the bank will be evidenced on the bank’s account records and by account records maintained by or on behalf of the custodian as your custodian and as record keeper for the bank in a manner consistent with FDIC rules governing “pass-through” FDIC insurance. Your balances and any activity in the deposit account will be reflected on your periodic HSA account statement. There is no limit as to the number of transactions (deposits/withdrawals) that can be requested and processed on your behalf with respect to the deposit account. When you use your debit card for a qualifying withdrawal, or when you make other qualifying requests to the custodian for withdrawals or transfers of funds you have in the your HSA, the custodian will honor your request in accordance with the custodial account agreement. Subject to any restrictions set forth in the custodial account agreement, as well as the custodian’s right to impose a seven-day delay on any withdrawal request (in the event of a similar delay by the bank), there is no minimum period that your money must remain on deposit, and there is no penalty for withdrawal of part of or your entire balance at any time. If you terminate the custodian, transfer your funds to another HSA custodian/trustee or close your HSA, all funds held by the custodian in the deposit account on your behalf will be fully liquidated and distributed to you or the successor HSA custodian/trustee, as the case may be, in accordance with your instructions.

Interest on Balances in the Deposit Account

Funds in the deposit account will generally earn interest. The variable rate of interest paid on your deposits will be established by the Bank based on the interest that the bank is willing to pay on the deposit account. At the bank’s discretion and without further notice to you, the bank may, at any time, change the interest rate on the deposit account. The interest rate paid with respect to the deposit account may be higher or lower than the interest rate available to depositors making deposits directly with the bank or other depository institutions in comparable accounts. For current interest rate information, please refer to the WageWorks Web site at www.wageworks.com or call the toll-free number, 1-877-924-3967. Interest begins to accrue on the business day the bank receives credit for the deposit. Interest is compounded monthly and credited to the deposit account monthly. The daily balance method is used to calculate the interest on the deposit account. This method applies a daily periodic rate to the principal balance in the deposit account each day. In a low interest rate environment small balances in the FDIC Insured portion of an HSA account may not receive any interest during a particular month. The HSA system rounds the daily interest amount to the nearest penny. Consequently, balances that do not accrue at least \$0.005 on at least one day in a given month will not see an interest payment post to their account that month.

HSA BANK ACCOUNT INFORMATION

FDIC Insurance Coverage

The Bank is a Member FDIC. Funds on deposit in the deposit account will be eligible for FDIC insurance up to the maximum permitted by law. The FDIC, an independent agency of the federal government, protects you against the loss of your insured deposits up to specified amounts set by the FDIC in the event the bank fails. FDIC deposit insurance coverage is based upon the right and capacity in which a depositor owns a deposit at a particular insured depository institution. Effective October 3, 2008, the basic limit on FDIC insurance was increased from \$100,000 to \$250,000 (including principal and interest) for all deposits (excluding certain self-directed retirement accounts that are eligible for increased coverage) held in the same capacity with the depository institution. This means that any account or deposit (excluding qualified retirement accounts) that you maintain with the bank directly, or indirectly through another intermediary, in the same capacity in which you maintain the deposit account would be combined with the deposit account for purposes of the \$250,000 limit. Please note that you are solely responsible for monitoring the total amount of all deposits that you hold with the Bank in order to determine the extent of FDIC insurance coverage available to you on your deposits, including the deposit account. More information about FDIC insurance is available at <http://www.fdic.gov> or call (toll free) 877-275-3342.

Benefits to the Bank and Its Affiliates

As with other depository institutions, the profitability of the bank is partly determined by the difference between the interest paid and other costs incurred on its deposit accounts, and the interest or other income earned on its loans, investments and other assets. As such, the bank and its affiliates (including the custodian) may directly or indirectly derive benefits from balances held in the deposit account to the extent such balances are used in the bank's business operations.

DISCLOSURE STATEMENT

The following information is the disclosure statement required by federal tax regulations. You should read this Disclosure Statement, the Custodial Account Agreement, the Bank Disclosure Form, and the prospectus (es) for the Fund (s) available in this HSA.

WHO IS ELIGIBLE TO ESTABLISH AN HSA?

Contributions can be made to an HSA for any taxable year if the individual is an "Eligible Individual." The account owner is responsible for determining whether he or she is an Eligible Individual, whether the health plan is an HDHP and the amount of the annual HSA contributions. The HSA custodian or trustee may, but is not required to, require proof or certifications that the account owner is an eligible individual, including that the individual is covered by a health plan that meets all of the requirements of an HDHP.

HSA Benefits (Publication 969)

You can claim a tax deduction for contributions you, or someone other than your employer, make to your HSA even if you do not itemize your deductions on Form 1040.

Contributions to your HSA made by your employer may be excluded from your gross income.

The contributions remain in your account from year to year until you use them.

The interest or other earnings on the assets in the account are tax free.

Distributions may be tax free if you pay qualified medical expenses. See Qualified Medical Expenses, later.

An HSA is "portable" so it stays with you if you change employers or leave the work force.

DEFINITIONS

Custodial Account

Custodial Account refers to the health savings account ("HSA" or "Account"), which is a tax-exempt custodial account exclusively for the purpose of paying or reimbursing qualified medical expenses of the account owner, his or her spouse, and dependents.

Custodian

References to the "Custodian" mean BNY Mellon Investment Servicing Trust Company

Account Owner

An account owner is the individual (person or

applicant) who establishes an HSA Account under the HSA program and who is also considered an "eligible individual".

Eligible Individual

The term "Eligible Individual" means, with respect to any month, any individual who:

- (a) is covered under a high deductible health plan (HDHP) as of the first day of such month;
- (b) is not also covered under any other health plan that is not a high deductible health plan while being covered by the high deductible health plan;
- (c) is not enrolled in Medicare; and
- (d) cannot be claimed as a dependent on another person's income tax return.

The rule that requires that the employee not be covered under any other health plans does not include:

- (a) coverage for any benefit provided by "permitted insurance" (see below for definition); and
- (b) coverage (whether through insurance or otherwise) for accidents, disability, dental care, vision care, or long-term care.

Employer

Employers include the individual's employer, the spouse's employer, or a self-employed individual. Employers that are members of a controlled group under Section 414 are considered a single employer for purposes of these rules.

High Deductible Health Plan (HDHP)

Is a health plan that has a higher annual deductible than typical health plans, and a maximum limit on the sum of the annual deductible and out-of-pocket medical expenses that you must pay for covered expenses. Out-of-pocket expenses include copayments and other amounts, but do not include premiums. In addition, an HDHP may provide preventive care benefits without a deductible or with a deductible below the minimum annual deductible. See *High deductible Health Plan and Preventive Care Safe Harbor*, later.

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Designated Beneficiary

The person or persons named by the account owner that will become entitled to the HSA balance upon the account owner's death.

Archer MSA

An Archer MSA is a Medical Savings Account described in section 220 of the Internal Revenue Code.

Important Information about U.S. Government Requirements that May Affect Your Account

BNY Mellon ("BNY Mellon", "we", or "us") provides custodial, directed trustee and administrative services for health savings account programs ("HSA Program"). As a result of the role, persons who open a health savings account in an HSA Program ("Account") are considered 'customers' of BNY Mellon ("you" or "your").

To help the U.S. Government fight the funding of terrorism and money laundering activities, Federal Law requires BNY Mellon, as a financial institution, to obtain, verify, and record information that identifies each person who opens an HSA.

What this means for you

When establishing an HSA, you are required to provide your full legal name, address, government issued identification number (e.g. social security number), date of birth, and other information within your account-opening application that will allow us to identify you. We may also request a copy of your driver's license or other identifying documents and may consult third-party databases to help verify your identity.

If you fail to provide any requested identifying information or documentation when opening your account, your new account application may be rejected.

If we open your account and you subsequently fail to provide all identification materials we request or if we are subsequently unable to adequately verify your identity as required by government regulations, we reserve the right to take any one or more of the following actions:

- We may place restrictions on your account, including, without limitation, restrictions on payroll

and other contributions, debit card restrictions and restrictions which eliminate your ability to receive claim withdrawals and to execute fund orders.

- We may close your account, sell the assets in your account in the prevailing market at the time, and send you a check representing the case proceeds of your account

STATE UNCLAIMED PROPERTY LAW DISCLOSURE

The assets in your custody account are subject to state unclaimed property laws which provide that if no activity occurs in your account within the time period specified by the particular state law, your assets must be transferred to the appropriate state. We are required by law to advise you that your assets may be transferred to an appropriate state in compliance with these state laws.

You May Incur Losses. Despite being opened as a conditional account, your account will be invested as you instructed and you will be subject to all market risks during the period between account opening and any liquidation necessitated by your failure to furnish requested identifying information or by an inability to adequately verify your identity. You will also be subject to market risks during any period between the placement of restrictions on your account and any such liquidation of your account.

You Assume All Responsibility for these Losses.

BNY Mellon expressly disclaims any responsibility or liability for losses you incur as result of your failure to furnish identification materials we request, including investment losses and any other loss or damage (including but not limited to lost opportunities). If you proceed with the account opening process, you accept all risks of loss resulting from any failure of yours to furnish the identification materials we request for from subsequent failure to adequately verify your identity.

GENERAL INFORMATION

High Deductible Health Plan (HDHP)

In the case of self-only coverage the High Deductible Health Plan's annual deductible cannot be less than \$1,300 (2016) and \$1,300 (2017), as indexed for inflation. In the case of any other coverage (family coverage), the annual deductible cannot be less than \$2,600 (2016) and \$2,600 (2017), as indexed for inflation.

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The sum of the annual deductible and other annual out-of-pocket expenses required to be paid under the plan (other than for premiums) for covered benefits may not exceed \$6,550 (2016) and \$6,550 (2017) for self-only coverage, and \$13,100 (2016) and \$13,100 (2017) for family coverage, as indexed for inflation. In the case of family coverage, a plan is an HDHP only if, under the terms of the plan and without regard to which family member or members incur expenses, no amounts are payable from the HDHP until the family has incurred annual covered medical expenses in excess of the minimum annual deductible. A plan does not fail to be an HDHP merely because it does not have a deductible (or has a small deductible) for certain preventive care (see below). Except for certain preventive care, a plan may not provide benefits for any year until the deductible for that year is met.

An HDHP shall not include a plan where substantially all of the coverage is for accidents, disability, dental care, vision care, or long-term care. Also a HDHP shall not fail to be treated as an HDHP merely because the individual HSA coverage for any benefit provided by "permitted insurance" (see below). Generally, an HDHP cannot provide any benefits for any year until the deductible for that year is satisfied.

Permitted Insurance

Permitted Insurance is insurance under which substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.

Preventive Care Safe Harbor

IRS Notice 2004-23 provided a "safe harbor" for preventive care benefits allowed to be provided by an HDHP without satisfying the minimum deductible requirements. An HDHP may provide preventive care benefits without a deductible or with a deductible below the minimum annual deductible. Preventive care includes, but is not limited to, the following:

- Periodic health evaluations, including tests and diagnostic procedures ordered in connection with routine examinations, such as annual physicals.
- Routine prenatal and well-child care.
- Child and adult immunizations.

- Tobacco cessation programs.
- Obesity weight-loss programs.
- Screening services that are more fully described in the Appendix of Notice 2004-23

However, preventive care does not generally include any service or benefit intended to treat an existing illness, injury, or condition. Also, the determination of whether health care that is required by State law to be provided by an HDHP without regard to a deductible is "preventive" for purposes of the exception for preventive care under section 223(c)(2)(C) will be based on the standards set forth in Notice 2004-23 and other IRS guidance, rather than on how that care is characterized by State law.

Special Rules for Network Plans

In the case of a plan using a network of providers, special rules apply. A network plan is a plan that generally provides more favorable benefits for services provided by its network of providers than for services provided outside of the network. In the case of a plan using a network of providers, the plan does not fail to be an HDHP solely because the out-of-pocket expense limits for services provided outside of the network exceeds the maximum annual out-of-pocket expense limits allowed for an HDHP. In addition, the plan's annual deductible for out-of-network services is not taken into account in determining the annual contribution limit. Rather, the annual contribution limit is determined by reference to the deductible for services within the network.

Qualified Medical Expenses

Qualified medical expenses include amounts paid with respect to the account owner, the account owner's spouse, and the account owner's dependents, for medical care defined under section 213(d) that is not compensated for by insurance or otherwise.

To be "qualified medical expenses", such expenses must be incurred only after the HSA has been established.

Generally, qualified medical expenses shall not include payment for insurance. Exceptions to this rule include any expense for coverage under:

- (a) a health plan during any period of continuation coverage required under Federal law (COBRA)
- (b) a qualified long-term care insurance contract (as defined in section 7702B(b) IRC); or

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- (c) a health plan during a period in which the individual is receiving unemployment compensation under any Federal or State law.

For individuals over age 65, premiums for the following health insurance may also be paid from the HSA:

- (a) Medicare Part A
- (b) Medicare Part B
- (c) Medicare HMO
- (d) Employees' share of employer-sponsored health insurance
- (e) Employer-sponsored retiree health insurance however, premiums for Medigap policies are not qualified medical expenses.

Over the Counter Non-Prescription Exclusion

Non-prescription medicines (other than insulin) are not considered qualified medical expenses for HSA purposes. A medicine or drug will be a qualified medical expense for HSA purposes only if the medicine or drug:

1. Requires a prescription,
2. Is available without a prescription (an over-the-counter medicine or drug) and you get a prescription for it, or
3. Is insulin.

Medical Care

Amounts for medical care that can be paid from an HSA include:

- (a) the diagnosis, cure, mitigation, treatment, or prevention of disease, or for the purpose of affecting any structure or function of the body;
- (b) for transportation primarily for and essential to medical care referred to above; or
- (c) amounts paid for certain lodging while away from home primarily for and essential to medical care, if such medical care is provided by a physician in a licensed hospital or medical care facility and there is no significant element of personal pleasure, recreation, or vacation in the travel away from home. The amount is limited to \$50 per night per individual.

The term medical care does not include cosmetic surgery.

Compensation

Compensation shall not include amounts paid to an HSA, if it is reasonable to believe that such contributions can be excludable from income under Section 106(b).

Dependent

Dependent includes any of the following individuals who receive over half of their support for the calendar year from the taxpayer and is not being claimed as a dependent on another taxpayer's return:

- (a) Son or daughter, or a descendent of either;
- (b) Stepson or stepdaughter;
- (c) Brother, sister, stepbrother, or stepsister;
- (d) Father or mother, an ancestor of either;
- (e) Stepfather or stepmother'
- (f) Son or daughter of a brother or sister;
- (g) Brother or sister of the father or mother;
- (h) Son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; or
- (i) An individual (other than an individual who at anytime during the year was the taxpayer's spouse) who, for the taxable year of the taxpayer, has as his/her principal place of residence, the home of the taxpayer and is a member of the taxpayer's household.

The terms brothers and sisters include half-blood relatives. A child shall include a legally adopted child, a child who is placed in the taxpayer's home by an authorized placement agency for legal adoption, and a foster child.

A dependent does not include an individual who is not a citizen of the U.S. or of a country contiguous to the U.S. This does not include a child who is legally adopted by a U.S. taxpayer.

In December 2013, the IRS issued Notice 2014-1, which specifically addresses the definition of a spouse for the purposes of determining HSA contribution limits for tax years beginning in 2013 and forward. Beginning with the 2013 tax year, a same-sex married couple who are treated as married for federal tax purposes will be subject to the joint deduction limit for HSA contributions (\$6,750 for 2016, \$6,750 for 2017). If the combined contributions of each spouse for 2013 (or thereafter) exceed the family coverage deduction limitation, the excess amount may be distributed from the HSAs of one or both spouses no later than their tax filing deadline. Any such excess contributions that

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remain undistributed as of the due date for the filing of the spouse's tax return (including extensions) will be subject to excise taxes under section 4973.

CONTRIBUTIONS

Source of Annual Contributions

Cash contributions can either be made by an eligible individual, by a family member on behalf of an eligible individual, or by the employer of an employee who is an eligible individual. Unlike Archer MSAs, contributions to an HSA can be made by any of the above during the same year. Contributions made by another family member are treated as if made by the account owner. HSA contributions are contributions other than rollover contributions or transfers from another HSA or Archer MSA or a mistake of fact reimbursement.

Contribution Limits

Your annual contribution may not exceed the specified dollar limit depending upon the HDHP's coverage for self only or family (adjusted for cost-of-living), see "Maximum Dollar Limit" below. HSA contributions must be reduced by aggregate contributions to an Archer MSA and contributions made by someone on behalf of the eligible individual. The same annual contribution limit applies regardless of whether the contributions are made by the individual, the individual's employer or a family member. If an individual has more than one HSA, the aggregate annual contributions to all of the individual's HSAs are subject to the limit. After an individual has reached age 65, contributions can be made as long as the individual does not enroll in Medicare.

Maximum Dollar Limit

For an eligible individual with self-only coverage, the maximum annual dollar limit is \$3,350 for 2016 and \$3,400 for 2017. For an eligible individual with family coverage, the maximum annual dollar limit is \$6,750 for 2016 and \$6,750 for 2017. These dollar limits may be adjusted each calendar year for cost-of-living rounded to the nearest multiple of \$50.

Partial Year Coverage under Qualifying HDHP

Beginning with contributions made for 2007 and thereafter, if an eligible individual is covered under the HDHP during the last month of the year, the individual

is eligible to make the full HSA contribution, depending upon the type of coverage under the HDHP (self-only or family). This provision, therefore, "deems" that the individual was covered under the HDHP for the entire year and thus permits the individual to make the full contribution regardless of the actual number of months he was covered under the HDHP. Please see IRS Publication 969 for examples.

However, in order to use this rule, the individual must continue coverage under the HDHP during the "testing period". Otherwise, the amount contributed in excess of the amount that could have been contributed under the monthly-limitation rule is subject to tax, plus an additional tax. This tax applies for the year when the individual ceases to be eligible to make HSA contributions, except due to death or becoming disabled. The testing period begins the last month of the taxable year and ends on the last day of the 12th month following such month.

Prorating Still Applies in Some Cases

Prorating the contribution limit in accordance with the monthly-limitation rule still applies if the eligible individual does not remain covered under the HDHP for the entire year. Please see IRS Publication 969 for examples.

Catch-up Contributions

For the account owner (and spouse who is covered under the HDHP) who reaches age 55 before the end of a taxable year, an additional cash contribution may be made each year as follows:

2009 and thereafter: \$1,000 (not subject to cost-of-living adjustments).

Catch-up contributions are computed on a monthly basis.

Qualified HSA Funding Distribution

Annual HSA contributions must be made in cash (except as noted below) and may be made by an eligible individual, any other person on behalf of an eligible individual, or the employer of an eligible individual during any given year. Rollover and/or transfer contributions may be made in cash.

Beginning with contributions made for 2007 and thereafter, a special one-time, tax-free transfer from an IRA to an HSA is permitted. This one-time transfer

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counts toward the eligible individual's HSA contribution limit for the year of the transfer.

Beginning with annual HSA contributions made for 2007 or thereafter, an HSA-eligible individual may make an irrevocable once-in-a-lifetime, tax-free "Qualified HSA Funding Distribution" from an IRA to an HSA, subject however, to strict requirements. The amount of the HSA funding distribution must be made in the form of a trustee-to-trustee transfer from the IRA to the HSA. The amount of the transfer cannot exceed the maximum HSA contribution limit for the year that the amount is transferred. Consequently, this one-time transfer from an IRA to an HSA counts toward the individual's total HSA contribution limit for the year depending upon the type of coverage under the HDHP (self-only or family).

However, a special rule applies in the year of the initial transfer. If the individual has self-only coverage under the HDHP and makes a transfer under this rule from an IRA to an HSA, and then changes to family coverage under the HDHP in that same year, an additional transfer can be made to bring the individual up to the amount of the family coverage contribution limit, but must do so in the same year. Also, the IRA cannot be a SEP or SIMPLE.

A transfer from the individual's IRA does count toward the HSA contribution limit. Also, the amount transferred cannot be deducted as an HSA contribution because the amount transferred is not a taxable distribution from the IRA. There is no deadline to make this one-time transfer from an IRA to an HSA. The amount transferred from the IRA to the HSA will be treated as coming first from the taxable portion of the IRA. Thus, this will be an exception to the normal pro-rata taxation rules applicable to traditional IRAs.

However, if the individual ceases to be an HSA-eligible individual during the "testing period," the amount transferred is taxable and subject to the additional tax if the individual is under the age of 59 ½ unless the individual dies or becomes disabled. For this purpose, the testing period begins with the month in which the qualified HSA funding distribution is contributed to an HSA and ends on the last day of the 12th month following such month.

Other General Rules

HSA contributions may be made regardless of whether the eligible individual has compensation. The HSA contribution limit is reduced by any contributions for the year to an Archer MSA. If the account beneficiary has more than one HSA, the aggregate of all contributions are subject to the contribution limit.

The taxpayer reports all contributions and distributions by submitting Form 8889 with his or her income tax return. If a penalty is due because of an excess contribution, Form 5329 must be completed in addition to Form 8889.

Married Individuals

Jointly-owned HSAs are not permitted; an HSA is established by or on behalf of an eligible individual.

In the case of eligible individuals who are married to each other, if either spouse has family coverage, both are treated as having family coverage. If each spouse has family coverage under a separate health plan, both spouses are treated as covered under the plan with the lowest deductible. The total contribution limit for the spouses is divided equally between the spouses, unless they agree on a different division. The family coverage limit is reduced by any contribution to an Archer MSA. However, both spouses may make the catch-up contributions for individuals age 55 or over without exceeding the family coverage limit. There is no formal method specified how a married couple agrees on a different division of the total contribution amount. If only one spouse is an eligible individual, only that spouse may contribute to an HSA.

Timing of HSA Contributions

HSA contributions must be made for a calendar year no later than the due date for filing the taxpayer's Federal income tax return, not including extensions. Contributions for the taxable year can be made in one or more payments. Although the annual contribution limit is determined monthly, the maximum contributions may be made on the first day of the year.

Deduction Permitted If Contribution made by Eligible Individual or Family Member

If an eligible individual makes a contribution to an HSA, or another individual makes a contribution on behalf of an eligible individual, an "above - the - line" deduction is permitted by the eligible individual for the taxable year equal to an amount which is the

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aggregate amount paid in cash during such taxable year to an HSA, subject to the contribution limit. However, if the HSA eligible individual makes the one-time, tax-free transfer from an IRA to fund the HSA for the year, no deduction is permitted with respect to the amount transferred. Contributions made by an employer within the contribution limits of the HSA are not deductible by the eligible individual, but rather treated as employer-provided coverage for medical expenses and are excluded from income. HSA contributions are deductible whether or not the eligible individual itemized deductions. An individual who may be claimed as a dependent on another person's tax return is not an eligible individual and may not deduct contributions to an HSA. HSA rules are applied without regard to community property laws.

Employer Contributions to HSA

Employer contributions to an HSA are not included in the compensation of the employee. The employer treats the HSA contributions as employer-provided coverage for medical expenses under an accident or health plan. The employer must report the amount of the HSA contribution on the employee's W-2 Form in accordance with IRS instructions for that form. Employer contributions to an HSA are not subject to withholding from wages for income tax purposes or subject to FICA, FUTA or the Railroad Retirement Tax Act. Contributions to an employee's HSA through a cafeteria plan are treated as employer contributions. The employee cannot deduct employer HSA contributions on his or her Federal income tax return as HSA contributions or as medical expense deductions under section 213.

If the employer chooses to make HSA contributions, then the employer is required to make comparable HSA contributions for all participating employees (i.e., eligible employees with comparable coverage) during the same period. A comparable HSA employer contribution is (1) the same dollar amount or (2) the same percentage of the annual deductible under the high deductible health plan covering the employees divided into groups of "comparable coverage."

Comparable coverage can vary between self-only coverage, family coverage and part-time employees. A part-time employee means an employee who customarily works less than 30 hours per week. The comparability rule does not apply to amounts rolled

over from an employee's HSA or Archer MSA, or to contributions made through a cafeteria plan.

If employer contributions do not comply with the comparability rule during a period, then the employer is subject to an excise tax equal to 35% of the aggregate amount contributed by the employer to HSAs for that period.

EXCESS CONTRIBUTIONS

Generally an excess HSA contribution is any contribution made for a taxable year that exceeds the contribution limits, and such excess contribution is subject to a 6% excise tax on the principal amount of the excess each year until the excess is corrected. Excess HSA contributions are not deductible by the individual if made by or on behalf of the individual. Excess HSA contributions made by the individual's employer are included in the gross income of the employee.

Withdrawing Excess By Tax Filing Due Date – This 6% excise tax may be avoided, if the excess amount plus the earnings attributable to the excess are distributed by the individual's tax filing deadline including extensions for the year for which the excess contribution was made, and no deduction is taken for such excess amount. If the excess is corrected in this manner, the principal amount of the excess returned is not taxable; however, the earnings attributable to the excess are taxable in the year in which the distribution is received. Such earnings are also subject to the additional tax, unless another exception applies.

Excess contributions made for one taxable year can be carried over to subsequent years, in order of time, subject to the subsequent year's contribution limit. The 6% excise tax is applied each year on the uncorrected excess amount as of the end of each taxable year.

ROLLOVERS

A rollover contribution is not included in your income, is not deductible, and does not reduce your contribution limit.

Archer MSAs and other HSAs You can roll over amounts from Archer MSAs and other HSAs into an HSA. You do not have to be an eligible individual to make a rollover contribution from your existing HSA to a new HSA. Rollover contributions do not need to be in cash. Rollovers are not subject to the annual contribution limits.

DISCLOSURE STATEMENT

You must rollover the amount within 60 days after the date of receipt. You can make only one rollover contribution to an HSA during a 1-year period.

Note If you instruct the trustee or custodian of your HSA to transfer funds directly to the trustee or custodian of another HSA, the transfer is not considered a rollover. There is no limit on the number of these transfers. Do not include the amount transferred in income, deduct it as a contribution, or include it as a distribution on Form 8889, line 14a.

If an HSA is inherited by another person due to the death of the account owner, no rollover is permitted unless the spouse of the decedent is the designated beneficiary.

TRANSFERS

A direct transfer of all or a portion of funds is permitted from this HSA to another HSA or from another HSA to this HSA.

Transfers do not constitute a distribution since the funds are not treated as received. The monies are transferred directly to the new custodian or trustee.

Direct transfers are not subject to the 60-day period or the 12-month rule described above under "Rollover HSAs". Transfer contributions for your HSA must be made in cash (that is, in kind transfer contributions are not permitted).

If all or a portion of an HSA is transferred to a former spouse's HSA under a divorce decree (or under a written instrument incident to divorce) or separation instrument, the HSA account owner will not be deemed to have made a taxable distribution, by merely a transfer. The portion so transferred will be treated at the time of the transfer as the HSA of the account owner's spouse or former spouse.

Special rules apply to a one-time transfer from an FSA or HRA to an HSA. Such transfer is treated as a rollover as described under "Rollovers".

Special rules apply to a one-time transfer from an IRA to an HSA. Such transfer is treated as a contribution for the year of the transfer as described earlier under "Contributions".

DISTRIBUTIONS

Distributions – In General

Distributions from an HSA are permitted any time. The custodian or trustee may, in its own discretion, permit payments from this HSA through any of the following:

1. Payments made directly to the account owner
2. Payments made directly to the medical service provider
3. Debit, credit or stored-value cards

The account owner may request a distribution from the HSA as qualified medical expenses are incurred, or may periodically reimburse a distribution from the HSA a qualified medical expenses that have been incurred and paid by the individual.

Taxation of Distributions

Additional tax - There is an additional 20% tax on the part of your distributions not used for qualified medical expenses. Figure the tax on Form 8889 and file it with your Form 1040 or Form 1040NR. Report the additional tax in the total on Form 1040, line 60, or

Form 1040NR, line 59, and enter "HSA" and the amount on the dotted line next to that line.

Any amounts distributed from an HSA for qualified medical expenses of the account owner, his or her spouse, or dependents are not included in the account owner's gross income for the year and are not subject to the additional excise tax. Amounts in an HSA can be used for qualified medical expenses and will be excludable from gross income even if the individual is not currently eligible for contributions to the HSA.

Any amounts distributed from an HSA that are not used to exclusively pay for qualified medical expenses of the account owner, his or her spouse, or dependents are included in the gross income of the account owner. Also, such distribution will be subject to an additional excise tax, unless another exception applies.

The account owner is solely responsible for determining the taxability or non-taxability of any distribution from an HSA. IRS Form 8889 is filed by the taxpayer to report contributions to an HSA, distribution from an HSA, or an acquisition of interest in an HSA because of the death of the account owner.

DISCLOSURE STATEMENT

Exceptions - There is no additional tax on distributions made after the date you are disabled, reach age 65, or die.

Death of the Account Owner

Upon the account owner's death, any balance remaining in the HSA becomes the property of the designated beneficiary named in the HSA instrument as the designated beneficiary of the account.

If the account owner designated his or her spouse as the Availability of Contributions designated beneficiary, the surviving spouse shall be treated as the account owner of the HSA after the original account owner's death. This means that when the account owner dies, if the surviving spouse is the designated beneficiary, then such account is assumed automatically by the surviving spouse as his or her own HSA and will then be treated as the account owner for whom the HSA is maintained. The surviving spouse is subject to income tax only to the extent distributions from the HSA are not used for qualified medical expenses.

If any other person is the designated beneficiary, then the HSA ceases to be an HSA on the date of the account owner's death. If the designated beneficiary is a non-spouse, the fair market value of the HSA on the date of death is includible in such non-spouse beneficiary's gross income for such taxable year. If the account owner's estate is the designated beneficiary, then the fair market value of the HSA on the decedent's date of death is includible in the decedent's gross income on the last tax return files on behalf of the decedent. For such a person (except the decedent's estate), the includable amount is reduced by any payments from the HSA made for the decedent's qualified medical expenses, if paid within one year of death.

An appropriate deduction is allowed under section 691(c) to any person (other than the decedent or the decedent's spouse) with respect to amounts included in gross income by such person.

Other Distributions

Distributions from an HSA that are not used to pay qualified medical expenses are included in gross income for the year and may also be subject to an additional income tax, unless the distribution is received due to death; disability; a qualifying rollover

distribution; or the timely withdrawal of the principal amount of an excess contribution.

Coordination of Medical Expense Deduction

For purposes of determining the amount of the medical expense deduction on the taxpayer's Federal income tax return under section 213, any payment or distribution from an HSA for qualified medical expenses shall not be treated as an expense paid for medical care. Tax-free HSA distributions used for qualified medical expenses reduce the taxpayer's medical expense deduction for Federal income tax purposes.

Availability of Contributions

The availability of your HSA funds for withdrawal or distribution will vary depending upon the type of contribution. For payroll deductions, your funds will generally become available one business day after your employer's payroll is received by the trustee or custodian and either deposited into the interest-bearing bank portion or invested in mutual fund shares. Contributions by ACH generally will be available one business day after the trustee or custodian's receipts of such funds. Contributions by check generally will be available one business day after the check is received by the trustee or custodian. In certain circumstances, however, longer delays in availability may apply.

PROHIBITED TRANSACTIONS

If the account owner or designated beneficiary engages in a prohibited transaction (as defined under Section 4975 of the Internal Revenue Code) with the HSA, it will lose its tax exemption and the value of the account is included in gross income for that taxable year. If any portion of an HSA is pledged as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in gross income for that year.

PENALTIES

If a distribution is made for non-medical reasons from an HSA, an additional 20% (effective 2011) income tax will apply on the taxable amount of the distribution, unless another exception applies as discussed earlier.

If an excess contribution is made to an HSA and it is not corrected on a timely basis, an excise tax of 6% is imposed on the excess amount. This tax will apply

DISCLOSURE STATEMENT

each year to any part or all of the excess that remains in the account.

IRS Form 5329 must be filed with the Internal Revenue Services for any year an additional tax is due.

FEDERAL STATE AND GIFT TAXES

Generally, there is no specific exclusion for HSAs under the Federal estate tax rules. Therefore, in the event of death, the HSA balance will be includible in the account owner's gross estate for Federal estate tax purposes. However, if the surviving spouse is the beneficiary of the HSA, the amount in the HSA may qualify for the marital deduction available under Section 2056 of the Internal Revenue Code. A transfer of property for Federal gift tax purposes does not include an amount that a beneficiary receives from an HSA plan.

INVESTMENT INFORMATION

The account currently offers the following options for account owners: (i) FDIC-insured, interest bearing bank account and (ii) an investment option consisting of a menu of mutual funds. Initial contributions are limited to the Bank Portion of the HSA until the account balance reaches \$1,000. Thereafter, the account owner may transfer money from the Bank Portion into any of the mutual funds available in the HSA or may direct new contributions to these mutual funds.

Bank Option: The HSA bank option is an FDIC-, insured interest-bearing bank account with FDIC Member Bank. Interest begins to accrue no later than the business day that the funds received by the custodian or trustee are deposited into the bank portion. The daily balance method is used to calculate interest on the account. Interest is compounded monthly and credited to the account monthly. The interest rates are subject to change at any time. Additional details are contained in the Bank Disclosure Form.

Investment Option: The HSA investment option consists of a menu of mutual funds that have been designated by the custodian as eligible for investment. In contrast to the bank option, balances in the investment option are not FDIC-Insured.

A mutual fund investment involves investment risks, including possible loss of principal. In addition, growth

in the value of your account is neither guaranteed nor projected due to the characteristics of a mutual fund investment. Detailed information about the shares of each mutual fund available for investment by your HSA must be furnished to you in the form of a prospectus. The method for computing and allocating annual earnings is set forth in the prospectus. If you made an initial contribution on the first day of a calendar year and no further investment during that year, your contribution would also be subject to certain costs and expenses which would reduce any investment return or yield you might obtain from the investment. For future information regarding expenses, earnings, and distributions, see the mutual fund's financial statements, prospectus and/or statement of additional information.

The trustee or custodian has the right to change the menu of mutual funds made available for investment in the HSA by providing the account owner at least 30 days' notice (if practical under the circumstances).

In the event a portion of your HSA is invested in a mutual fund(s) that is removed from the program, in the absence of contrary instructions, the trustee or custodian will cause your holdings in that fund to be liquidated and the assets transferred to the FDIC-insured, interest bearing bank portion.

FEES AND CHARGES

The trustee or custodian will charge administrative and other fees (and may be reimbursed for reasonable expenses) for maintaining your HSA. The trustee or custodian will notify you or your employer if your employer has arranged to pay fees, of the HSA fees. The trustee or custodian will also notify you (or your employer) in advance of any changes to the fees or the trustee or custodian may deduct the amount of the fees or expenses from the assets in the bank portion of the HSA, at its discretion.

If you have signed up for the WageWorks HSA through your employer, your employer may be paying the monthly administration fee on your behalf. If you terminate employment add/or lose coverage under your employer's health plan, you may continue to use your HSA; however, the applicable monthly fee (currently \$3.95) will be withdrawn from your account the first week of each calendar month following such termination.

CUSTODIAL ACCOUNT AGREEMENT

IRS APPROVED FORM

Your HSA Custodial Account Agreement is the Internal Revenue Service's (IRS) model contained in the IRS Form 5305-C. Certain additions have been made in Article XI and XII of the form. By following this form, your HSA meets the requirements of the Internal Revenue Code. However, the IRS has not endorsed the merits of the investments allowed under the HSA. **This form cannot be used in connection with Traditional, Roth, SEP, and SIMPLE IRAs or Coverdell ESAs.**

(Under Section 223(a) of the Internal Revenue Code)
(August 2004) Form 5305-C

The account owner, whose name appears in the accompanying Application & Adoption Agreement is establishing a Health Savings Account (HSA) under section 223 exclusively for the purpose of paying or reimbursing medical expenses of the account owner, his or her spouse, and dependents.

The Custodian, BNY Mellon Investment Servicing Trust Company, has given the account owner the required disclosure statement.

The account owner (referred to herein as the "Account Owner") and the Custodian make the following agreement:

ARTICLE I

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 exceeds the maximum amount for family coverage plus catch-up contribution.
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) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. 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

1. For calendar year 2011, the maximum annual contribution limit for an account owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an account owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an account owner who is at least age 55 or older 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.

ARTICLE III

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, 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.

ARTICLE IV

The account owner's interest in the balance in this custodial account is nonforfeitable.

ARTICLE V

1. No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this 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 section 4975).

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ARTICLE VI

1. Distributions of funds from this HSA may be made upon the direction of the account owner.
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 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.
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 tax-free.

ARTICLE VII

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

1. If the beneficiary is the account owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. 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

1. The account owner agrees to provide the custodian with 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 by the IRS.

ARTICLE IX

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 or IRS published guidance will be void.

ARTICLE X

This agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Adoption Agreement.

ARTICLE XI-ADDITIONAL

1. **Applicable Law:** Except to the extent superseded by federal law, this Agreement shall be governed by, and construed, administered and enforced according to, the laws of the State of Delaware, and all contributions shall be deemed made in Delaware.
2. **Investment:** All funds in the custodial account (including earnings) will be deposited into an FDIC-insured, interest-bearing account held in the name of the custodian at an FDIC-insured financial institution, or invested in shares of one or more of the registered investment companies ("mutual funds"), or portfolios thereof, which have been designated by the custodian as eligible for investment under this custodial account. The bank account shall be referred to herein as the "Bank Portion." The mutual funds and portfolios shall be collectively referred to herein as the "Funds" and the shares of the Funds shall be collectively referred to as "Fund Shares." Fund Shares shall be purchased at the public offering price for Fund Shares next to be determined after receipt of the contribution by the custodian or its agent. The custodian has the right to change the menu of mutual funds made available for investment in the HSA by providing the account owner at least 30 days' notice (if practical under the circumstances). Initial contributions are limited to the Bank Portion until the balance reaches \$1,000. Thereafter, the account owner may transfer money from the Bank Portion into any of the mutual funds available in the HSA or may direct new contributions to these mutual funds.

NOTE: Once you reach the \$1,000 minimum balance and wish to modify your investment elections or exchange Fund Shares, please use the HSA web site.

3. **Notices:** The custodian agrees to forward, or to cause to be forwarded, to every account owner the Bank Disclosure Form and the then-current prospectuses for the funds selected by the account owner for investment, and thereafter shall forward, or cause to be forwarded, to the account owner all notices, proxies and related proxy soliciting materials applicable to said Fund Shares received by the custodian. All notices to be given by the custodian to the account owner shall be deemed to have been given when delivered

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electronically (if applicable) or mailed to the address of the account owner indicated by the custodian's records.

In addition, the custodian shall periodically cause to be mailed or delivered electronically (if applicable) to the account owner an account statement that identifies all transactions affecting the custodial account during the relevant period and the account holdings as of the end of such period. If, within 60 days after such mailing, the account owner has not given the custodian written notice of any exception or objection thereto, the account statement shall be deemed to have been approved and, in such case or upon the written approval of the account owner, the custodian and the funds shall be released, relieved and discharged with respect to all matters and statements set forth in such accounting as though the account had been settled by judgment or decree of a court of competent jurisdiction.

4. **Amendment:** The account owner (or the designated beneficiary if the account owner has died) irrevocably delegates to the custodian the right and power to amend this custodial agreement. Except as hereafter provided, the custodian will give the account owner 30 days' prior written notice of any amendment. In case of an amendment, including a retroactive amendment, required by law, the custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS. The account owner (or designated beneficiary, if applicable) shall be deemed to have consented to any such amendment unless the account owner (or designated beneficiary) notifies the custodian to the contrary within 30 days after notice to the account owner and requests a distribution or transfer of the balance in the account.
5. **Resignation and Removal of Custodian:**
 - a. The custodian may resign at any time by giving at least 30 days' written notice to the account owner. The custodian may resign and appoint a successor custodian or trustee to serve under this agreement or under another governing instrument selected by the successor custodian or trustee by giving the account owner written notice at least 30 days prior to the effective date of such resignation and appointment, which notice shall also include a copy of such other governing instrument, if applicable, and the related disclosure statement. The account

owner shall then have 30 days from the date of such notice to either request a complete distribution of the account balance or designate a different successor custodian or trustee. If the account owner does not request distribution of the account or designate a different successor within such 30 days, the account owner shall be deemed to have consented to the appointment of the successor custodian or trustee and the terms of any new governing instrument, and neither the account owner nor the successor shall be required to execute any written document to complete the transfer of the account to the successor custodian or trustee. The successor custodian or trustee may rely on any information, including beneficiary designations, previously provided by the account owner. The custodian may, in its sole discretion, resign as custodian of this HSA in accordance with the first sentence of this paragraph Article 11 - 5, and in lieu of appointing a successor custodian or trustee; distribute the assets of the account to the account owner (or to the designated beneficiary if the account owner has died). The custodian shall not be responsible for any tax consequences applicable to such distribution.

- b. The account owner may at any time remove the custodian and replace the custodian with a successor custodian or trustee of the account owner's choice by giving 30 days' written notice to the custodian. In such event, the custodian shall then deliver the assets of the account as directed by the account owner. However, the custodian may retain a portion of the assets of the HSA as a reserve for payment of any anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of such fees and expenses.
6. **Custodian's Fees and Expenses:**
 - a. The account owner agrees to pay the custodian any and all fees specified in the custodian's current fee schedule for establishing and maintaining this HSA, including (i) any fees imposed by your Health Plan, (ii) any fees imposed by the custodian or its affiliate for maintaining the Bank Portion on behalf of Account Owners, and (iii) any fees for the distribution from, transfer from, and termination of this HSA. The custodian may change the fee schedule at any time by giving the account owner thirty (30) days' prior written notice.
 - b. The account owner agrees to pay any expenses incurred by the custodian in the

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performance of its duties in connection with the account. Such expenses include, but are not limited to, administrative expenses, such as legal and accounting fees, and any taxes of any kind whatsoever that may be levied or assessed with respect to such account.

- c. All such fees, taxes, and other administrative expenses will be paid from the HSA if not paid by the account owner or employer.
 - d. In the event that for any reason the custodian is not certain as to who is entitled to receive all or part of the custodial funds, the custodian reserves the right to withhold any payment from the custodial account, to request a court ruling to determine the disposition of the custodial assets, and to charge the custodial account for any expenses incurred in obtaining such legal determination.
 - e. The custodian's fees and its expenses are in addition to the investment management fees and other expenses associated with the underlying funds, which are described in the applicable prospectuses. The account owner should read the prospectus carefully before sending or contributing any money.
 - f. The custodian and its affiliates may earn additional fees in connection with the issuance of debit cards or any services (including transfer agency or sub-transfer agency services) they provide to the underlying Funds.
 - g. Account owner understands and agrees that the custodian or its affiliates may benefit directly or indirectly from any credit, interest or earnings ("float") accrued on uninvested cash during a period of time in which a distribution check is outstanding, an investment transaction is pending, or any similar transaction is in progress.
 - h. With respect to any balances in your HSA held in the Bank Portion, as with other depository institutions, the profitability of the bank at which your deposit is held is partly determined by the difference between the interest paid and other costs incurred on its deposit accounts, and the interest or other income earned on its loans, investments and other assets. As such, the bank and its affiliates (including the custodian) may directly or indirectly derive benefits from balances held in the bank portion to the extent such balances are used in the bank's business operations.
7. **Rollovers and Transfers:** The custodian shall have the right to receive rollover contributions as described in Article I of this agreement, which are certified by the account owner as a rollover from

an HSA or an Archer MSA account and are within 60 calendar days of the date the account owner received the distribution. The custodian will accept rollover contributions only in the form of cash (e.g., check, ACH). In-kind rollover contributions are not permitted. The custodian may also accept amounts transferred to this HSA from the custodian or trustee of another HSA. However, the custodian reserves the right not to accept any transfer in its sole discretion. Any amounts received or transferred by the custodian under this paragraph shall be accompanied by such records and other documents, as the custodian deems necessary to establish the nature, value and extent of the assets and of the various interests therein.

8. **Withdrawal Requests:** As described in IRS Notice 2004-50, Q&A 80, the custodian reserves the right to limit the frequency and minimum dollar amount of withdrawals. Such limitations shall be disclosed to the account owner in this agreement. Requests for withdrawals other than those considered distributions for normal medical reimbursements such as: disability, return of excess contributions or death shall be in writing on a form provided by the custodian. Such written notice must also contain the reason for the withdrawal and the method of distribution being requested. The custodian, in its sole discretion, may permit payments from this HSA to be made directly to the health service provider. However, any such payments made to any person other than the account owner (or designated beneficiary, if applicable) shall be reported in accordance with IRS instructions to the account owner or designated beneficiary, as appropriate. The custodian also, in its sole discretion, may develop other administrative processes to effectuate payments from this HSA, including but not limited to debit cards.

NOTE: If you wish to completely liquidate your HSA, please contact the custodian directly. For questions on debit cards, claims reimbursements or distribution requests, contact your Health Plan. All claims reimbursements, distribution requests or debit card transactions will be paid from the bank portion of the HSA. If you do not have sufficient funds in the bank portion, your claim will be rejected. You may be asked to contribute more funds to the bank portion (either by additional contributions or by redeeming shares of any mutual funds held in your HSA).

The custodian reserves the right to redeem shares of any mutual funds held in your HSA into the bank portion if you do not have sufficient funds in the bank portion to pay for any

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outstanding debit card transactions or in other extraordinary circumstances.

9. Responsibilities:

- a. The account owner agrees that all information and instructions given to the custodian by the account owner are complete and accurate and that the custodian shall not be responsible for any incomplete or inaccurate information provided by the account owner or account owner's designated beneficiary(ies). The account owner agrees to be responsible for all tax consequences arising from contributions to and distributions from this custodial account and acknowledges that no tax advice has been provided by the custodian. The account owner also agrees to be responsible for determining his or her eligibility to participate in this HSA, including the amount and deductibility of HSA contributions to or for distributions from the HSA for federal and/or state income tax purposes. The account owner also agrees to be responsible for determining whether or not the health plan meets the requirements of a HDHP and whether any payments from the HSA are used for medical expenses.
- b. Neither the custodian, its affiliates, nor the funds shall be responsible for any losses, penalties or other consequences to the account owner, designated beneficiary or any other person arising out of the making of, or the failure to make, any contribution or withdrawal.

In performing the duties conferred upon the custodian by the account owner hereunder, the Custodian shall act as the agent of the account owner. Neither the custodian, its affiliates nor the funds shall be liable (and neither assumes any responsibility) for the collection of contributions or the propriety of any contribution under this agreement, or the purpose or propriety of any distribution made in accordance with the account owner's written instructions, which matters are the sole responsibility of the account owner. For clarification, the account owner is also solely responsible for any tax consequences of distributions initiated through debit card transactions.

- c. The account owner shall, from time to time, direct the Custodian to invest the funds of the bank portion in fund shares. Any funds that are not directed as to investment shall be deposited in the bank portion. Initial contributions will be made to the bank portion until a \$1,000 minimum account balance requirement is met. Once the \$1,000 minimum balance is met, the account owner may select additional investment options available in this HSA. The account owner shall be the beneficial owner of all fund

shares held in the custodial account, and the custodian shall not vote any such shares except upon written direction of the account owner.

- d. The account owner, designated beneficiary, and their successors, heirs and assigns, including any executor or administrator of the beneficiary, shall, to the extent permitted by law, indemnify and hold the custodian and the funds and their successors and assigns harmless from any and all claims, actions or liabilities of the custodian, except such as may arise from the custodian's own bad faith, negligence, nonfeasance, or willful misconduct.
10. **Designated Beneficiary:** Except as may be otherwise required by state law, in the event of the account owner's death, the balance in the account shall be paid to the beneficiary or beneficiaries designated by the account owner on a beneficiary designation form acceptable to and filed with the custodian. The account owner may change the designated beneficiary or beneficiaries at any time by filing a new beneficiary designation with the custodian. If no beneficiary designation is in effect, if none of the named beneficiaries survive the account owner, or if the custodian cannot locate any of the named beneficiaries after reasonable search, any balance in the account will be payable to the account owner's spouse, and if the spouse has predeceased the account owner or the account owner has no spouse, the benefit will be payable to the account owner's estate. If the account owner's designated beneficiary is his or her spouse, the spouse may elect to treat this HSA as the spouse's own HSA.
11. **Return of Mistaken Distributions:** An account owner may repay to his or her HSA distributions made from the HSA on account of a reasonable mistaken belief that an expense paid or reimbursed by the HSA was a qualified medical expense no later than April 15 of the year following the year the account owner knew or should have known that the distribution was a mistake but in no event later than June 30 of the year following the year the distribution was made. The custodian may rely on the account owner's representation that the distribution was a mistaken distribution that qualifies for a return as provided herein.
12. **Liquidation of Assets:** The custodian reserves the right to liquidate assets in an HSA if necessary to make distributions or to pay fees, expenses or taxes properly chargeable against the HSA. If an account owner fails to direct the custodian as to which assets to liquidate, the custodian will decide in its complete and sole

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- discretion and the account owner agrees not to hold the custodian or its affiliates liable for any adverse consequences that result from that decision.
13. **Investment Provisions:** All contributions to the HSA unless otherwise required by this HSA program shall be invested and reinvested by the custodian as directed by the account owner (or the depositor or designated beneficiary, if applicable).
 14. **Nominee:** The shareholder of record of all fund shares, as reflected on the books and records of each Fund, shall be the custodian or its nominee.
 15. **Termination:** This agreement shall terminate coincident with the complete distribution of the assets of the custodial account.
 16. **Agents:** The custodian is authorized to hire agents (including any transfer agent for fund shares) to perform any of its duties under this agreement.
 17. **Income Taxes:** The custodian shall be responsible solely for the performance of those duties expressly assigned to it in this agreement and by operation of law. In determining the taxable amount of a distribution, the account owner shall rely only on his or her federal tax records.
6. **Designate Beneficiary:** The term "designated beneficiary" means the person or persons named by the account owner as beneficiary of the account upon the death of the account owner.
 7. **Employer:** The employer includes the account owner's employer, the employer of the account owner's spouse, or a self-employed individual. All employers that are members of a controlled group under Section 414 are considered a single employer for purposes of these rules.
 8. **Eligible Individual:** The term "eligible individual" means with respect to any month, any individual who:
 - a. is covered under a high deductible health plan (HDHP) as of the first day of such month;
 - b. is not also covered under any other health plan that is not a HDHP while being covered by the high deductible health plan;
 - c. is not enrolled in benefits under Medicare; and
 - d. cannot be claimed as a dependent on another person's income tax return.

The rule that requires that the eligible individual not be covered under any other health plan does not include:

 - a. coverage for any benefit provided by "permitted insurance"; and
 - b. coverage (whether through insurance or otherwise) for accidents, disability, dental care, vision care, or long-term care.

ARTICLE XII-GLOSSARY OF TERMS

1. **Account Owner:** Generally the individual on whose behalf the HSA is established and who meets the definition of an eligible individual.
2. **Adoption Agreement:** The form furnished the custodian used to establish the HSA. The adoption agreement is deemed to be a part of this custodial agreement.
3. **Archer MSA or Medical Savings Account:** A medical savings account described in Section 220 IRC.
4. **Bank Option:** The HSA Bank Option is an FDIC-insured, interest-bearing bank account with an FDIC member bank. Interest begins to accrue no later than the business day that the funds received by the custodian are deposited into the bank portion. The daily balance method is used to calculate interest on the account. Interest is compounded monthly and credited to the account monthly. The interest rates are subject to change at any time. Additional details are contained in the bank disclosure form.
5. **Dependents:** Dependents include any individuals who receive over half of their support for the calendar year from the taxpayer as defined in Section 152 IRC.
9. **Flexible Spending Account (FSA):** A flexible spending plan described in Section 125 IRC.
10. **Health Reimbursement Arrangement:** A Health Reimbursement Arrangement described in Sections 105 or 106 IRC.
11. **Health Savings Account (HSA):** A health savings account described in Section 223 IRC.
12. **High Deductible Health Plan (HDHP):** Generally, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses. In the case of self-only coverage, the High Deductible Health Plan's annual deductible cannot be less than \$1,300 (2016) and \$1,300 (2017). In the case of any other coverage (family coverage), the annual deductible cannot be less than \$2,600 (2016) and \$2,600 (2017).
The sum of the annual deductible and the other annual out-of-pocket expenses required to be paid under the plan (other than for premiums) for covered benefits may not exceed \$6,550 for 2016 and \$6,550 for 2017 for self-only coverage, and \$13,100 for 2016 and \$13,100 for 2017 for family

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coverage. In the case of family coverage, a plan is an HDHP only if, under the terms of the plan and without regard to which family member or members incur expenses, no amounts are payable from the HDHP until the family has incurred annual covered medical expenses in excess of the minimum annual deductible. A plan does not fail to be an HDHP merely because it does not have a deductible (or has a small deductible) for certain preventive care. Except for certain preventive care, a plan may not provide benefits for any year until the deductible for that year is met.

An HDHP shall not include a plan where substantially all of the coverage is for accidents, disability, dental care, vision care, or long-term care. Also, an HDHP shall not fail to be treated as an HDHP merely because the individual has coverage for any benefit provided by "permitted insurance". Permitted insurance is insurance under which substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.

13. **IRC:** Refers to the Internal Revenue Code, as amended.
14. **Medical Care:** Medical Care includes amounts paid for the types of medical care described in Section 213(d) IRC.
15. **Permitted Insurance:** Permitted Insurance shall include the types of insurance described in Section 223(c)(3) IRC.
16. **Qualified Medical Expenses:** Qualified medical expenses include amounts paid with respect to the individual, the individual's spouse, and the individual's dependents, for medical care defined under Section 213(d) if such amounts are not compensated for by insurance or otherwise. Qualified medical expenses do not include any payment for insurance, except in the following cases:
 - a. a health plan during any period of continuation coverage required under any Federal law;
 - b. a qualified long-term care insurance contract (as defined in section 7702B(b));
 - c. a health plan during a period in which the individual is receiving unemployment compensation under any federal or state law; or
 - d. in the case of an account owner who has attained the age specified in section 1811 of the

Social Security Act, any health insurance other than a Medicare supplemental policy (as defined in section 1882 of the Social Security Act).

17. **Custodial Account:** The term custodial account means the account established under the terms of this HSA Agreement.
18. **Custodian:** BNY Mellon Investment Servicing Trust Company.

CUSTODIAL ACCOUNT AGREEMENT

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code.

Purpose of Form

Form 5305-C is a model (nonmandatory) custodial account agreement that has been approved by the IRS. An HSA is established after the form is fully executed by both the account owner and the custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the account owner.

Do not file Form 5305-C with the IRS. Instead, keep it with your records. For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50 2004-33 I.R.B. 196, Publication 969, and other IRS published guidance.

Definitions

Identifying Number The account owner's social security number will serve as the identification number of this HSA for income tax purposes. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for HSAs.

High Deductible Health Plan (HDHP) An HDHP for self-only coverage has a minimum annual deductible of \$1,300 (2016) and \$1,300 (2017) and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$6,550 for 2016 and \$6,550 for 2017. An HDHP for family coverage has a minimum annual deductible of \$2,600 (2016) and \$2,600 (2017) and an annual out-of-pocket maximum of \$13,100 for 2016 and \$13,100 for 2017. These limits are subject to cost-of-living adjustments.

Self-only coverage and family coverage under an HDHP. Family coverage means coverage that is not self-only coverage.

Qualified Medical Expenses Qualified medical expenses are amounts paid for medical care as defined in section 213(d) for the account owner, his or her spouse, or dependents (as defined in section 152) 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.

Custodian A 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.

Specific Instructions

Article XI. Article XI and any that follow it may incorporate additional provisions that are agreed to by the account owner and custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of custodian, custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions, and descriptions of prohibited transactions. Attach additional pages if necessary.

FEE SCHEDULE

ADMINISTRATIVE FEES – EFFECTIVE April 1, 2016

Your HSA may be subject to the following fees as determined by the bank sponsor. Future additional fees may be assessed upon thirty days' notice.

Custody and Administrative Fee (if applicable) \$2.00 per month

The foregoing fee is in addition to any fees paid by your employer. This fee will be deducted directly from your HSA on a monthly basis. This fee will be waived if your average daily account balance is over \$5,000. You must have funds in the account every day in the month for the waiver to be effective.

Additional Administration Fee after Termination of Employment \$3.95 per month

Transfer of Asset (TOA) to Another Custodian Fee* \$16.00

*This fee will be waived until 10/1/16.

FACTS

WHAT DOES BNY MELLON INVESTMENT SERVICING TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal 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.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Account balances
- Payment history
- Transaction history
- Medical information

When you are no longer our customer, we continue to share your information 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 BNY Mellon Investment Servicing Trust Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BNY Mellon Investment Servicing Trust Company 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—to offer our products and services to you	No	No
For joint marketing with other financial companies	No	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	No	No
For our affiliates to market to you	No	No
For nonaffiliates to market to you	No	No

Questions? Call 855-649-0623

Who we are	
Who is providing this notice?	BNY Mellon Investment Servicing Trust Company, custodian of your HSA account.

What we do	
How does BNY Mellon Investment Servicing Trust Company 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.
How does BNY Mellon Investment Servicing Trust Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account • Make deposits or withdrawals from your account • Use your debit card and pay your bills • Provide account information • Give us your contact information <p>We also collect your personal information from affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • BNY Mellon Investment Servicing Trust Company does not share information with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • BNY Mellon Investment Servicing Trust Company doesn't jointly market.

Other important information	
<p>This notice applies to individual consumers who are customers or former customers. This notice replaces all previous notices of our consumer privacy policy, and may be amended at any time. We will keep you informed of changes or amendments as required by law.</p>	