

Health Savings Custodial Account**(Under section 223(a) of the Internal Revenue Code)****Do not file
with the Internal
Revenue Service**

The Account Owner named on the HSA Application is establishing this Health Savings Account (HSA) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and dependents. The Account Owner represents that unless this Account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a High Deductible Health Plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

The Account Owner has assigned to this Custodial Account the amount indicated on the Application.

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 the 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).

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 below.

ARTICLE XI**1. Definitions**

The IRS refers to you as the Depositor, and us as the Custodian. References to "you" and "your" mean the Depositor, and references to "we" mean the Custodian.

Account Owner. Account Owner means the individual named as the HSA owner on the Application for whose benefit the HSA is established.

Agreement. Agreement means the Health Savings Custodial Account (IRS Form 5305-C), Application, Disclosure Statement, and accompanying documentation. The Agreement may be amended from time to time as provided in Article X.

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

Authorized Agent. Authorized Agent means the individual(s) appointed in writing by the Account Owner authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Account Owner.

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

Code. Code means the Internal Revenue Code.

Custodial Account. Custodial Account means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Account Owner.

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.

High Deductible Health Plan (HDHP). For calendar year 2019, an HDHP for self-only coverage has a minimum annual deductible of \$1,350 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$6,750. In 2020, the minimum annual deductible for self-only coverage is \$1,400 and the annual out-of-pocket maximum is \$6,900. For calendar year 2019, an HDHP for family coverage has a minimum annual deductible of \$2,700 and an annual out-of-pocket maximum of \$13,500. In 2020, the minimum annual deductible for family coverage is \$2,800 and the annual out-of-pocket maximum is \$13,800. These limits are subject to cost-of-living adjustments after 2020.

Identifying Number. The Account Owner's social security number will serve as the identification number of this HSA. 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.

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.

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

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

2. Account Owner's Responsibilities. All information that the Account Owner has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Account Owner will comply with all legal requirements governing this Agreement and assumes all responsibility for his or her actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement.

The Account Owner is responsible for determining the suitability of the High Deductible Health Plan associated with this HSA. The Account Owner agrees to indemnify and hold the Custodian harmless for any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner the HDHP associated with this HSA.

The Account Owner will provide to the Custodian the information the Custodian believes appropriate to comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

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

3. Contributions. Except for certain rollovers and transfers, the Custodian will not accept contributions to the Custodial Account for any year that exceeds the maximum amounts permitted by law, as indexed each year.

The Custodian reserves the right not to permit distributions to be returned to the Custodial Account due to "mistake of fact." However, any acceptance of a return of a mistaken distribution by the Custodian will be based on relevant facts and circumstances, including the Account Owner's certification that there is clear and convincing evidence that the amounts were distributed from the HSA because of a mistake of fact due to reasonable causes, and whether the amounts are being returned by April 15 following the first year the Account Owner knew or should have known the distribution was a mistake. The Account Owner will indemnify and hold the Custodian harmless for any taxes, penalties, or losses incurred by his or her actions or inactions regarding a return of a mistaken distribution from the Custodial Account.

4. Investment Responsibilities. All investment decisions are the sole responsibility of the Account Owner and the Account Owner is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Account Owner may delegate investment authority by appointing an Authorized Agent in writing or in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Account Owner.

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

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Account Owner or any issues relating to the management of the Custodial Account. The Account Owner will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Account Owner if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Account Owner are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Account Owner. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Account Owner or Authorized Agent.

The Account Owner will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code Section 4975.

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

If the Account Owner is married and subject to the marital or community property laws that require the consent of the Account Owner's spouse to name a Beneficiary other than or in addition to such spouse, the Account Owner understands that he or she is responsible for any and all tax and legal ramifications and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Account Owner's death, if the primary designated Beneficiary is the Account Owner's surviving spouse, the Custodial Account becomes the Custodial Account of such surviving spouse. If the primary designated Beneficiary is someone other than a surviving spouse, the Custodial Account ceases to be an HSA as of the date of death and the fair market value of the assets in the Custodial Account as of the date of death are includible in such person's gross income for the year of the Account Owner's death.

If no primary Beneficiaries survive the Account Owner, the Account will be paid to surviving contingent Beneficiaries in equal shares unless indicated otherwise.

If no primary or contingent Beneficiaries survive the Account Owner or if the Account Owner fails to designate Beneficiaries during his or her lifetime, the Account Owner's estate is the Beneficiary and the fair market value of the Account will be included on the final tax return filed for the Account Owner's estate.

No payment will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death as determined by the Custodian.

If a Beneficiary is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Account Owner represents and warrants that all Beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Custodial Account consistent with the Beneficiary designation. The Account Owner, for the Account Owner and the heirs, Beneficiaries and estate of the Account Owner agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such Beneficiary designation and the terms of the Agreement.

6. Distributions. The Account Owner may request distributions from the Custodial Account in a form and manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

The Custodian will not be liable for and the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Account Owner's actions or inactions regarding distributions from the Custodial Account, including whether the distributions are used to pay for Qualified Medical Expenses. The Custodian reserves the right to reasonably restrict the frequency and amount of distributions from the Custodial Account.

7. Amendments and Termination. The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to the Account Owner at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Account Owner. At the Account Owner's discretion, the Account Owner may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Account Owner may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Account Owner provides additional instructions. If no instructions are provided by the Account Owner to the Custodian within 30 days of the termination notice, and unless the Custodian and Account Owner agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Custodian may resign at any time by providing 30 days written notice to the Account Owner. Upon receiving such written notice, the Account Owner will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgment from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Account Owner, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

By establishing a health savings account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

8. Instructions, Changes of Addresses and Notices. The Account Owner is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian unless otherwise indicated in writing by the Account Owner.

Any notices required to be sent to the Account Owner by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian.

If authorized by the Custodian and provided by the Account Owner in the Application, Custodial Account Agreement or other documentation deemed acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

9. Fees and Charges. The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Account Owner 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account. If the Custodian offers investments other than depository products, the Account Owner recognizes that the Custodian may receive compensation from other parties.

10. Transfers and Rollovers. The Custodian may accept transfers and rollovers from other plans. The Account Owner represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account. The Custodian will duly act on written instructions from the Account Owner received in a form and manner acceptable to the Custodian to transfer the HSA to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

11. Miscellaneous.

Account Owner's Age-- The Custodian will track the Account Owner's age and will rely on the information provided by the Account Owner.

Authorized Agent-- If you have designated that the Authorized Agent shall continue to have power after your disability or incapacity, the Authorized Agent's authority survives your disability or incapacity. The Authorized Agent may act for a disabled or incapacitated party until the authority of the Authorized Agent is terminated. If you have designated that the Authorized Agent shall not have power after your disability or incapacity, the Authorized Agent's authority terminates upon your disability or incapacity. If you failed to specify whether the Authorized Agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Your death terminates the authority of the Authorized Agent. We may continue to rely on the agency designation to the extent permitted by law until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

Employer Contributions-- The Custodian is not responsible for monitoring Employer Contributions or notifying the Account Owner of any Employer Contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to Employer Contributions and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA.

Custodian as Agent-- The Account Owner acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, regulations and rules associated with this Agreement. Further, the Account Owner acknowledges and understands that the Custodian will act solely as an agent for the Account Owner and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Account Owner and has no duty to question or independently verify or investigate any such information. The Account Owner will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

Custodian Acquired/Merged-- If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian, that institution will automatically become the trustee or custodian of this HSA unless otherwise indicated.

Maintenance of Records-- The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article VIII of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Account Owner. The Account Owner approves any report furnished by the Custodian unless within 30 days of receiving the report, the Account Owner notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.

Exclusive Benefit-- The Custodial Account is maintained for the exclusive benefit of the Account Owner. Except as required by law, no creditors of the Account Owner may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

Minimum Values-- The Custodian reserves the right to establish HSA balance, deposit, and/or withdrawal minimums. The Custodian may sign or charge additional fees if the minimums are not met.

Other Providers-- At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

Agreement-- This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

Severability-- If any part of this Agreement is invalid or in conflict with applicable law or Regulations, the remaining portions of the Agreement will remain valid. Further, any parts of this Agreement that are invalid or in conflict will be considered amended to conform to applicable law or regulations.

GENERAL INSTRUCTIONS

Section references are to the Internal Revenue Code unless otherwise noted.

What's New. Additional Tax Increased. For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified medical expenses increases from 10% to 20%.

Purpose of Form. Form 5305-C is a model 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, Pub. 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

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.