

Fifth Third Bank Health Savings Account Custodial Agreement

The Account Owner named on the Application is establishing this Fifth Third Bank 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 Custodian is Fifth Third Bank. In this Agreement, the words "you" and "your" shall refer to the Account Owner. The words "we", "us" and "our" shall refer to the Custodian. You represent that, unless this account is used solely to make rollover contributions, you are eligible to contribute to this HSA in that you: (1) are covered under a high deductible health plan (HDHP); (2) are 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) will not make HSA contributions while enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. By using your HSA checks or HSA debit card and/or accessing 53hsa.com, you agree to be bound by the terms and conditions of the Health Savings Account Custodial Agreement.

The Account Owner and the Custodian make the following agreement:

I. THE STRUCTURE OF YOUR HSA.

1. Your HSA is made up of two separate accounts: a "Cash Account", and an "Investment Account." Contributions made into your HSA are deposited into the Cash Account. The balance in the Cash Account is used for fulfilling distribution requests and purchases made with a check or debit card. Funds in the Cash Account are FDIC insured up to the amount permitted by FDIC insurance rules.
2. Funds in the Investment Account are held either in a money market fund and/or in mutual fund(s) as you elect. Any investments made in money market funds and/or mutual funds are not FDIC insured, are not guaranteed by Fifth Third Bank and may lose value. You invest at your own risk. To make your investments, visit 53hsa.com. For more information on investments, refer to Section VI of this Agreement.
3. For purposes of this Agreement, funds in the Cash Account and in the Investment Account are collectively referred to as your HSA.

II. HOW YOUR HSA WORKS.

1. Contributions made into your HSA are placed initially into your Cash Account.
2. To activate your Investment Account, you will need to opt into the Investment Account, enter the Cash Account Minimum Threshold, and select your investment allocations. If you do not select your investment allocations, funds transferred to the Investment Account will be held in the money market fund. Your specific Cash Account Minimum Threshold amount can be found at 53hsa.com.
3. When the balance of your Cash Account exceeds the Cash Account Minimum Threshold, funds in excess of that amount will be swept into the Investment Account if you opted into the Investment Account. The Cash Account Minimum Threshold is the amount in the Cash Account that triggers money movement from the Cash Account to the Investment Account or from the Investment Account to the Cash Account, as described below.

4. For funds to sweep to your Investment Account from your HSA Cash Account, or for funds to sweep from your HSA Investment Account to your HSA Cash Account, you must remain opted into the HSA Investment program. Debit cards will only access the funds available in your HSA Cash Account. Check and online bill payment requests can access the entire HSA balance which includes the Cash Account and Investment Account.
5. When a distribution is requested or a purchase authorized, funds to fulfill that request will come from your Cash Account. However, if the balance in the Cash Account is too small to cover the distribution or purchase, funds will sweep from the Investment Account to the Cash Account to cover the distribution or purchase. In addition, if the balance of your Cash Account falls below the Cash Account Threshold, funds will move from the Investment Account to your Cash Account.
6. If funds need to be moved from your Investment Account to your Cash Account for any reason, your investments will liquidate pro rata and the funds will be distributed from your Investment Account to your Cash Account. Trades or liquidation of your investment elections initiated after 2:30 p.m. ET will be processed on the next business day. Trades require three (3) business days to process. Day 1 - Sale submitted; Day 2 - Purchase submitted; Day 3 - Trade complete. Full or partial liquidation of your Investment Account will be done in accordance with Section XI, Paragraph 9.
7. The minimum amount of money that can be moved automatically from your Cash Account to your Investment Account or your Investment Account to your Cash Account is \$100. Accordingly:
 - a. If your Cash Account balance exceeds the Cash Account Minimum Threshold by more than \$100 for any reason, funds in excess of the Cash Account Minimum Threshold will sweep to your Investment Account.
 - b. If your Cash Account balance exceeds the Cash Account Minimum Threshold by less than \$100, funds will not sweep to your Investment Account (until such time, if any, as the balance exceeds the Cash Account Minimum Threshold by more than \$100).
 - c. If your Cash Account balance is less than the Cash Account Minimum Threshold by more than \$100, funds will sweep from your Investment Account to your Cash Account in an amount to bring your Cash Account balance to the Cash Account Minimum Threshold amount.
 - d. If your Cash Account balance is less than the Cash Account Minimum Threshold by less than \$100, funds will not sweep from your Investment Account to your Cash Account (until such time, if any, as your balance falls below \$100 or more less than the Cash Account Minimum Threshold)
 - e. If you opt out of the investment sweep functionality, funds will no longer be swept into your Cash Account from your Investment Account when your Cash Account balance falls below the Cash Account Minimum Threshold by more than \$100. Likewise funds will no longer be swept from your Cash Account into your Investment Account when your Cash Account balance exceeds the Cash Account Minimum Threshold by more than \$100. If you opt out of the investment sweep functionality, your debit

card may not be used for any expense that exceeds your Cash Account balance as of the date that you opt-out. To opt out of the investment sweep functionality, visit the Manage Investment section of your HSA Account

8. Funds in your Cash Account earn interest in accordance with the rate sheet located at 53hsa.com.

III. CONTRIBUTIONS

1. We will accept cash contributions for the tax year made by you or on your behalf (by an employer, family member or any other person). We also accept contributions in the form of Rollovers from a previously established HSA Account. Rollovers are accepted in the form of cash only; we will not accept transfers in kind and cannot provide advice to you concerning the appropriateness of any rollover decision. By electing to rollover any amount from another HSA custodian to your Fifth Third HSA, you acknowledge that you are acting in your sole discretion.
2. You should not contribute more than the maximum amount for your subscribed coverage level plus the catch-up contribution if you are eligible. It is your responsibility to determine whether contributions to the HSA have exceeded the maximum annual contribution limit. It is your responsibility to request the withdrawal of the excess contribution and you are responsible for any net income attributable to such an excess contribution.
3. In the event contributions are made that exceed your subscribed annual maximum contribution limit for your selected coverage level, your contribution could be rejected.
4. Contributions for any tax year may be made at any time before the deadline for your filing your federal income tax return for that year (without extensions). Contributions made in the current year for the benefit of the previous year must be submitted with the previous year noted for that contribution and must be received prior to the deadline for filing your federal income tax return for that year. If no specific instructions are received the contribution will be credited to the year in which the contribution was received. It is your responsibility to verify the funds are credited to the year intended.
5. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Agreement) must be in cash and are not subject to the maximum annual contribution limits.
6. Contribution Reversals:
 - a. Your HSA balance generally is nonforfeitable, under section 223(d)1(E) of the Internal Revenue Code. An employer, however, may recoup employer contributions to an employee's HSA in these limited circumstances: If the employee was never eligible for the contribution and is not enrolled in a HDHP.
 - b. If the employer makes a contribution that exceeds the maximum annual contribution allowed; and
 - c. When administrative or processing error causes mistaken employer contributions to the HSA (such as misplaced decimals in contribution files or duplicate posted contributions)

IV. CONTRIBUTION LIMITS

1. There are maximum annual contribution limits for Account Owners with single coverage and for Account Owners with family coverage. These contribution limits generally change each year. In addition, account owners who are at least age 55 by December 31 may be able to make a catch-up contribution. For more information on these limits, visit irs.gov or 53hsa.com.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. 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.
4. A once-in-a-lifetime contribution from a personal IRA can be made. This contribution cannot exceed the annual HSA contribution limit for the year made.

V. THE FUNDS IN YOUR HSA

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) of the Internal Revenue Code.
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 Internal Revenue Code 4975).
4. Your interest in the balance in your HSA is nonforfeitable.

VI. FUNDS IN YOUR INVESTMENT ACCOUNT

1. As discussed above, you may elect to invest funds in your Investment Account. You can make this choice by visiting 53hsa.com. HSA investment options include shares or participations of one or more investment companies as defined in the Investment Company Act of 1940, as amended (such funds are often referred to as "mutual funds"). Mutual funds made available as HSA investment options may include funds for which we or our affiliates serve as investment advisor, custodian, and/or distributor, and may receive compensation for such services, as disclosed in the current prospectus for such mutual fund. We may also provide administrative, shareholder, or sub-transfer agency services, for other mutual funds that are available as HSA investment options, and we may receive compensation from third parties for those services, as disclosed in the current prospectus for such mutual fund or as disclosed by us from time to time. All dividends, including capital gain distributions, paid on mutual fund shares shall be reinvested in full and fractional shares of the mutual fund paying the distribution in the manner specified in the prospectus of the mutual fund. You may invest in other investment vehicles (for example, stocks, bonds, savings accounts or other investment vehicles) only if we make such investments available as investment options. Unless you make changes, your investment allocations will remain in effect and be applied to both current and future contributions to your account.
2. You understand and acknowledge that some mutual funds (their managers, servicing agents, advisors, distributors or other affiliates) that may be held in the HSA may pay, directly

- or indirectly, as administrative expenses of the mutual fund, pursuant to a written plan described in Securities and Exchange Commission Rule 12b-1, or in another manner, fees or other compensation to us or our affiliates in recognition of shareholder services and recordkeeping services provided ("12b-1 fees"). Funds collected as a result of 12b-1 fees will be credited back to your HSA Investment Account, including fees or other compensation received from third parties previously mentioned above in Section VI, Paragraph 1.
3. Mutual funds that are made available as HSA investment options may change from time to time. We will provide you with reasonable advance notice of such changes and give you the opportunity to change your investment allocations accordingly. If a mutual fund is eliminated as an HSA investment option and you do not instruct us to redirect your current investment balance, you hereby authorize and direct us to liquidate your HSA funds invested in the eliminated mutual fund and transfer those funds to the money market fund of your Investment Account. If you have also not redirected your investment allocation as it relates to future contributions, future contributions that would have been allocated to the eliminated mutual fund will instead be invested in the money market fund of your Investment Account. You may direct us to redeem any or all mutual fund shares held in your HSA and to invest the proceeds in any other available mutual funds, subject, however, to the applicable terms and conditions of the prospectus for each mutual fund involved.
 4. You have exclusive responsibility for and control over the investment of the assets in your Investment Account. All transactions shall be subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this Agreement. We shall not have discretion to direct any investment in your HSA. We do not assume any responsibility for rendering investment advice with respect to your HSA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA. In the absence of instructions from you, or if your instructions are not otherwise in a form acceptable to us, we shall have the right to hold these amounts in the money market fund of your Investment Account, and shall have no responsibility to invest these amounts in anything other than the money market fund of your Investment Account unless and until directed by you. We will use our discretion to vote proxies, consents, directions, approvals or similar matters on behalf of the HSAs for the benefit of HSA Accountholders, in a manner that, in our sole judgment, best serves the long-term interest of the HSA Accountholders. You will select the type of investment for your HSA assets, provided, however, that your selection of investments shall be limited to those types of investments that we are authorized by its charter, articles of incorporation or bylaws to make available and does in fact make available for investment in HSAs. We may, in our sole discretion, make available to you, additional investment offerings, which shall be limited to publicly traded securities, mutual funds, money market instruments and other investments that are obtainable by us and that it is capable of holding in the ordinary course of its business.
 5. In addition, we will on a quarterly basis deduct an Investment Administrative Fee from your HSA. The amount of this Investment Administrative Fee is disclosed to you on our Fee Schedule.
 6. Different fees and rebate structures may apply to Accountholders with investment alternatives other than our standard investment offering.
 7. Some mutual funds may charge a redemption fee. Redemption fees, if any, will be charged to your HSA. You cannot reimburse your HSA for redemption fees. For further information on redemption fees, please see the mutual fund prospectus.
 8. You understand that the value of your HSA and the growth in value of the HSA are dependent solely on the performance of the investment options you select. You acknowledge that investment options available under this HSA such as mutual funds and other securities are not insured by FDIC or other agency, are not guaranteed by us or any affiliate of ours, or your employer, and may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results with respect to an investment option and that you will review investment information about the investment options before investing. You should seek the assistance of a financial professional to address any questions or concerns you may have about your investment options and the selection of investments for your HSA.
 9. All investment transactions in the HSA Investment Account must be initiated and conducted through 53hsa.com. Your investment in the HSA investment options may constitute the purchase of securities. As a holder of securities, you may be entitled to receive certain documents, including but not limited to prospectuses and proxies. Any securities-related documents required to be transmitted to you as a result of your investment in the HSA investment options will be transmitted to you electronically via 53hsa.com. As a condition to opening an HSA Investment Account, you will be required to consent to the electronic delivery of all documents of any issuer whose securities are made available to your HSA, including issuers and securities made available after the date your account is opened. If you become unable to access 53hsa.com, or if you revoke your consent to electronic disclosure of investment information, you must contact us immediately at 888.350-5353. At that time you will be given the option to terminate your account (and, if you choose, roll it over to another provider), or to liquidate your investment in the investment options and hold your HSA entirely in the Cash Account.
 10. Fifth Third Bank is an FDIC Member state-chartered federal reserve system member-bank, and is only acting as the Custodian and Administrator for the FDIC insured HSA Cash Account; Fifth Third Bank is not a registered investment adviser or a broker-dealer and is not the custodian for any assets other than cash held in your HSA. Investment recordkeeping, custody and administrative services for your HSA are provided by HealthCare Bank, a Division of Bell Bank. Bell Bank is an FDIC Member state-chartered bank, but it is not a registered investment adviser or broker-dealer. Mutual funds are made available to HSA participants on the Bell Bank platform through Fidelity Brokerage Services LLC and National Financial Services LLC (collectively "Fidelity"). Fidelity is a registered broker-dealer and clearing broker-dealer for your HSA and also provides sub-custody services to Bell Bank for your HSA. Fifth Third Bank, Bell Bank and Fidelity are not affiliated companies. Mutual funds are not insured by the FDIC; are not deposits with, obligations of or guaranteed by Bell Bank, Fifth Third Bank or any other bank;

and are subject to investment risk, including possible loss of the principal amount invested.

closed. You agree that you may be subject to any and all collection actions we determine necessary to recover such amounts.

VII. OBLIGATION TO REVIEW YOUR HSA ACTIVITY

1. You are responsible for carefully monitoring and reconciling your account activity and statements and account records we make available to you. You will receive a monthly statement detailing the transactions of your Cash Account, and the balance of your Investment Account. You are responsible for checking your account at 53hsa.com no less frequently than once a month to view HSA activity and other communications and information. Any notices related to your HSA will be, at our discretion, either posted on 53hsa.com or provided via email or mail. You are responsible for notifying us of any changes to your email address or mailing address.
2. We will not be liable for your failure to exercise ordinary care in examining your account information. You must notify us of any discrepancy with any item or transaction within thirty (30) days of the date the statement or online account information is made available to you.
3. If you use a user ID and/or PIN to access your account, you are responsible for keeping it secure.

VIII. DISTRIBUTIONS FROM YOUR HSA

1. You may request distributions of funds from this HSA in formats authorized by us. We may require the tax identification number (TIN) of the recipient prior to us making the distribution. Distributions are subject to all applicable tax and other laws and regulations, including possible early distribution penalties or surrender charges and withholding requirements.

Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of you, your spouse, or dependents are tax free. When an HSA Account Holder turns 65 or becomes Medicare eligible, HSA Funds can be used to pay for Medicare parts A, B, D and Medicare HMO Premiums. Once covered and enrolled under Medicare, you can no longer contribute to your HSA. You can, however, use these funds to pay for qualified medical expenses.

2. However, distributions that are not used for qualified medical expenses are included in your 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 your death, disability, or reaching age 65.
3. We are not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only you are 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.
4. You agree not to withdraw or attempt to withdraw amounts in excess of the balance of your HSA. In the event that an overdraft occurs, you must immediately contribute an amount to the HSA (by personal funds or otherwise) equal to the amount of the overdraft and any outstanding fees assessed against the HSA, including any overdraft fees. Such amounts made by you to address the HSA overdraft shall be applied, first, to any outstanding fees (including overdraft fees) payable to us, and second, to the negative balance of the HSA. Until you contribute the necessary funds to have the account become positive, all account activity shall be suspended. Accounts that are not made positive will be

5. All requests for withdrawal or transfer shall be on a form provided by, or in a form acceptable to, us. Withdrawals shall be subject to all applicable tax and other laws and regulations, including possible early withdrawal penalties or surrender charges.
6. We may allow the return of mistaken distributions, provided there is clear and convincing evidence that the amount(s) distributed from the HSA was because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, we shall have the ability to rely on your representation that the distribution was, in fact, a mistake.
7. We may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on both the frequency and the minimum amount of distributions from the HSA.
8. All incoming Rollover contributions, outgoing Rollover distributions, and other Transfers must be in cash.
9. All funds must be liquidated prior to processing and completing any Rollover or Transfer distribution. By requesting a Rollover or Transfer distribution, you authorize us to liquidate any and all investments in your HSA Investment Account to fulfill your request.

IX. BENEFICIARIES OF YOUR HSA

1. You may designate one or more persons or entities as beneficiary of your HSA. This designation can only be made on a form provided by or acceptable to us, and it will only be effective when it is filed with us during your lifetime. Each beneficiary designation filed with us will cancel all previous ones. The consent of a beneficiary(ies) shall not be required to revoke a beneficiary designation. If both a primary and contingent beneficiaries have been designated and no primary beneficiary(ies) survives you, the contingent beneficiary(ies) shall acquire the designated share of the HSA.
2. If you die before the entire interest in the account is distributed, the entire account will be disposed of as follows: If the beneficiary is your spouse, the HSA will become the spouse's HSA as of the date of death. If the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of death. If the beneficiary is your estate, the fair market value of the account as of the date of death is taxable on your final tax return. For other beneficiaries, the fair market value of the account is taxable to that person.
3. If you do not designate a beneficiary, or if all of the primary and contingent beneficiary(ies) predecease you, your estate will be the beneficiary.
4. Upon learning of your death, we may, in our complete and sole discretion, make a final distribution to a beneficiary (other than your spouse) of your interest in the HSA. This distribution may be made without the beneficiary's consent and may be placed in an interest-bearing (or similar) account that the Custodian chooses.

X. IRS REPORTING

1. You agree to provide us with information necessary for us to prepare any report or return required by the IRS.

2. We agree to prepare and submit any report or return as prescribed by the IRS.
3. Except for any reporting requirements placed on us by the IRS, you have complete responsibility for reporting to the IRS all contributions to and distributions from the HSA and for the tax consequences of all such contributions and distributions, including but not limited to rollovers, transfers, excess contributions and prohibited transactions. You acknowledge that we have not, and will not, provide any tax advice in connection with the HSA and that you should consult with your own tax advisor for any such advice.
4. You are responsible for the payment of any taxes or penalties of any kind that may be assessed against the HSA.
5. You acknowledge that our reports to the IRS will be based on information furnished by you and you will reimburse us for any loss we may incur as a result of filing a report based on incorrect or insufficient information you furnish to us.

have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the Regulations promulgated thereunder with respect to HSAs.

3. Notices: To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any form permitted by the Code or applicable regulations.
4. Service Fees: We have the right to charge an annual service fee or other designated fees (e.g., a transfer, rollover or termination fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. We may charge you separately for any fees or expenses, or we may deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee upon 30 days' notice to you that the fee will be effective.
5. Termination of Agreement, Resignation, or Removal of Custodian: Either party may terminate this Agreement at any time by giving written notice to the other. We may terminate this agreement and close your account if there is no transactional activity within 180 days of account opening or if your account has a zero balance with no contributions or distributions in the prior 16 consecutive months. We can resign as Custodian at any time effective 30 days after we mail written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.

If this Agreement is terminated, we may charge to your HSA a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to, one or more of the following:

- Any fees, expenses or taxes chargeable against your HSA;
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA.

If we are required to comply with Treasury Regulations section 1.408-2(e), and we fail to do so, or we are not keeping the records, making the returns or sending the statements as are required by forms or Regulations, the IRS may, after notifying you, require you to substitute another trustee or custodian.

XI. MISCELLANEOUS INFORMATION ABOUT THIS AGREEMENT

This Agreement will be amended from time to time to comply with the provisions of the Internal Revenue Code or IRS published guidance. Other amendments may be made by providing notice to you.

1. Notices and Change of Address: Any required notice regarding this HSA will be considered effective when we send it to the intended recipient at the last address which we have in our records. Any notice to be given to us will be considered effective when we actually receive it. You must notify us of any change of address.
2. Representations and Responsibilities: You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. Further, you agree that any directions you give us, or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, Regulations, rulings or this Agreement. We have the right to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP. In no event shall we be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), however, we

We may establish a policy requiring distribution of the entire balance of your HSA to you in cash or property if the balance of your HSA drops below the minimum balance required under the applicable investment or policy established.

6. **Successor Custodian:** If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA trustee or custodian.
7. **Transfers from Other Plans:** We can receive amounts transferred to this HSA from the custodian or trustee of another HSA. In addition, we can accept rollovers of an eligible amount from an Archer MSA. However, we reserve the right not to accept any transfer or rollover.
8. **Restrictions on the Fund:** Neither you nor any beneficiary may sell, transfer or pledge any interest in your HSA in any manner whatsoever, except as provided by law or this Agreement.

The assets in your HSA shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Agreement, except in the case of a proper IRS levy.

9. **Liquidation of Assets:** We have the right to liquidate assets in your HSA if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your HSA. We will liquidate your investments in the same proportion as your investment holdings and you agree to not hold us liable for any adverse consequences that may result from our decision to liquidate investments in that order. You understand that you might not receive the total amount of your requested distribution due to market fluctuations during the time period for processing your distribution request.
10. **What Law Applies:** This Agreement shall be governed by Ohio law, except where pre-empted by applicable federal law.
11. **Other Applicable Rules:** The Rules and Regulations Applicable to All Fifth Third Accounts is also applicable to your account. If there is any conflict between this Agreement and the Rules and Regulations, this Agreement shall control.
12. **Severability:** If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected.
13. **Waiver:** Neither your nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

Fifth Third Bank Health Savings Account Privacy Disclosure

Depending upon the nature of the relationship between your Fifth Third Bank Health Savings Account and your Employer's Health Benefits Plan, your Fifth Third Bank HSA may or may not be subject to the privacy rules contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule").

The HIPAA Privacy Rule prohibits a health plan (and health plan business associates) from using or disclosing your Protected Health Information ("PHI") unless you specifically

authorize us to disclose your information or we otherwise are required by law to make such disclosure.

Regardless of whether the HIPAA Privacy Rule applies, by opening a Fifth Third Bank HSA you consent to allow Fifth Third Bank to receive HSA Program information from and share HSA Program information with your employer specifically concerning the applicable self-only or family coverage high deductible health plan (HDHP) limits. This information would be available for the purpose of determining the HSA annual contribution limit for your Fifth Third Bank HSA.

Fifth Third Bank takes your privacy seriously and limits the specific types of personal information we collect and share depending on the product or services you have. The information collected includes:

- Social Security number, name, address, email address, income, and assets
- Payment history and account balances
- Credit history and credit scores

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. If you would like to limit the information shared, please contact our Support Center at 888.350.5353. For additional information on your Privacy Rights, please see our Fifth Third Bank Privacy Policy.

Where your Fifth Third Bank Health Savings Account is subject to the HIPAA Privacy Rule, your Employer- provided Health Plan may disclose PHI to Fifth Third Bank if your Employer- provided Health Plan obtains "satisfactory assurances" that Fifth Third Bank will properly safeguard the information. "Satisfactory assurances" are provided in the form of a written agreement. In general, the agreement between your Employer- provided Health Plan and Fifth Third Bank establishes the permitted and required uses and disclosures of such information by Fifth Third Bank (the agreement may not permit the use of PHI in a manner inconsistent with the Privacy Rule). Furthermore, the agreement between Fifth Third Bank and your Employer- provided Health Plan provides that your Employer- provided Health Plan may terminate the agreement upon determination that Fifth Third Bank has violated a material term of the contract.

For a copy of the HIPAA Business Associate Agreement that may be in place regarding your Fifth Third Bank Health Savings Account if the HIPAA Privacy Rules applies, please see your Employer Health Plan Administrator.