

PNC'S TREASURY MANAGEMENT BUSINESS

PNC BeneFit Plus Administrative Services Agreement

August 1, 2017 (1 Year - HSA)

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GENERAL TERMS AND CONDITIONS

This Administrative Services Agreement (“**Agreement**”), entered into the ____ day of ____, 2017, by and between **PNC Bank, National Association** (“**PNC**,” “**we**,” “**our**,” or “**us**”) and the Employer. As used in this Agreement, the term “**you**”, “**your**” and “**yours**” refer collectively to the Employer. This Agreement contains the terms and conditions under which we will provide certain Services to you. These General Terms and Conditions apply to all of the Services described in this Agreement. The Terms and Conditions for each Service is described in the applicable HSA schedule (“**HSA Services Schedule**”). We may provide additional implementation documents which, if applicable to a Service, we will supply to you before that Service is provided. The Agreement consists of these General Terms and Conditions along with any other documents, including but not limited to the HSA Services Schedule, that has been agreed to by the parties and that is specifically incorporated into this document by reference. This Agreement is not an agreement between the parties to resell any products or services provided pursuant to this Agreement.

This Agreement may be provided to you entirely or in part in paper form (including facsimile transmission) or electronically. Any part of this Agreement in electronic form shall be considered to be a “writing” or “in writing” and shall constitute an “original” when printed from electronic files or records established or maintained in the normal course of business. You represent and warrant that you have all licenses or required authorization that may be required enter into this Agreement.

In using and performing the Services, you and we agree respectively to comply with all applicable local, state and federal laws, rules and regulations as amended from time to time (“**laws**”), including without limitation the Bank Secrecy Act, the USA PATRIOT Act, the federal anti-money laundering statutes and any laws, regulations and Executive Orders that are enforced or administered by the Office of Foreign Assets Control (“**OFAC**”). You represent and warrant that you have all licenses or required authorization that may be required enter into this Agreement. We may delay, or refuse to process or carry out, any transaction initiated by you or involving one of your accounts with us if we believe in good faith that such action may be necessary in order to comply with laws. If there is a conflict between this Agreement and any law, then this Agreement shall vary such law to the fullest extent that the law allows.

I. Definitions

“Account(s)”, shall mean Health Savings Accounts (“**HSA**”).

“Code” will mean the Internal Revenue Code of 1986, as amended from time to time.

“Change in Fees Notice” will mean the notice provided by PNC to the Employer thirty (30) days prior to any proposed change in fees during the Term of the Agreement.

“Guide” will mean the PNC BeneFit Design Guide which is completed by the Employer and provides PNC Bank with the necessary information required for providing the Services.

“Employer” will mean the employer/company as defined in the Guide.

“Effective Date” will mean date upon which the last party signs resulting in a fully executed Agreement.

“Services” means those actions and obligations undertaken by PNC as set forth in the HSA Services Schedule attached hereto and incorporated herein.

“Term” means, collectively, the Initial Term and any applicable Renewal Term, as set forth in Section XII.

II. Services

We will provide and you will use the Services in accordance with this Agreement and the HSA Services Schedule incorporated into this Agreement by reference. In addition, each party will exercise ordinary care in the performance of its obligations hereunder. Substantial compliance by us with our standard procedures for providing a Service shall be deemed to constitute the exercise of ordinary care.

III. Relationship of the Parties

We are an independent contractor. Nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties, affiliates, or any of their subcontractors or representatives. You acknowledge that we are not an accounting or law firm. No Services, and no written or oral communications made by us during the course of providing Services, are or should be construed by you as tax or legal advice.

IV. Fees

Our provision of the Services is conditioned on your payment of the agreed upon fees. The agreed upon fees will be described in the HSA Fee Schedule incorporated into this Agreement by reference.

(i) We may change fees during any Term after the Initial Term. If you do not agree with the new fees, you may terminate the Agreement as set forth in Section XII(B), any time prior to the effective date for the new fees as set forth in the Change in Fees Notice.

(ii) We may change fees during any Term to the extent that changes are made in applicable law that materially affect our obligations herein. In the event of such a change, we will provide you with a Change in Fees Notice. If you do not agree with the new fees, you may terminate the Agreement (or the applicable Services Schedule) as set forth in Section XII(B), any time prior to the effective date for the new fees as set forth in the Change in Fees Notice.

V. Confidentiality

All information, including but not limited to technology, know-how, processes, software, databases, employee information, trade secrets, contracts, proprietary information, historical and projected financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, and customer information (including without limitation names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer lists), whether received before or after the date hereof, provided by a party or its Representatives, as defined below, (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) in connection with this Agreement is confidential and is owned exclusively by the Disclosing Party or by the third parties from whom the Disclosing Party has secured the right to use such information (collectively, “**Confidential Information**”). The Receiving Party shall treat the Confidential Information as confidential and not copy (except for back-up purposes), disclose or otherwise make the Confidential Information available in any form to any person or entity except to its employees, affiliates, agents, consultants or representatives (“**Representatives**”) on a need-to-know basis, and to its applicable regulatory authorities and auditors. The Receiving Party agrees to inform its Representatives of the confidential and valuable nature of the Confidential Information and of its obligations under this Agreement. The Receiving Party agrees to use reasonable controls (but in all events at least the same degree of care and controls that such party uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized use, disclosure or availability of Confidential Information. In addition to the foregoing, you and we shall have appropriate policies and procedures to (a) protect the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or

inconvenience to the other or to the other's customers and (d) ensure the proper disposal of such Confidential Information as may be required by applicable law. You and we will notify each other of any known unauthorized access to, disclosure of or use of the Confidential Information.

Upon termination of this Agreement, the Receiving Party shall return or destroy all Confidential Information to the Disclosing Party; provided, however, that each party may retain such limited media and materials containing Confidential Information of the other party for customary archival and audit purposes (including with respect to regulatory compliance) only for reference with respect to the prior dealings between the parties and subject to the terms of this Agreement.

It is understood and agreed that no Confidential Information shall be within the protection of this Agreement where such information: (a) is or becomes publicly available through no fault of the Receiving Party or its Representatives; (b) is released by the Disclosing Party to anyone without restriction; (c) is rightly obtained from third parties, who, to the best of the Receiving Party's knowledge, are not under an obligation of confidentiality; (d) was known to the Receiving Party prior to its disclosure without any obligation to keep it confidential; or (e) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

You and we agree that any breach of these confidentiality provisions, as set forth in this Section V, may result in immediate and irreparable injury to the other party, and so you and we agree that each other shall be entitled, upon demonstration of the likelihood of breach of these confidentiality provisions by the other party, to equitable relief, including injunctive relief and specific performance, without necessity of posting bond, in addition to all other remedies available at law.

In addition to, and not by way of limitation on, such disclosures of Confidential Information as may be otherwise permitted under this Section V, the Receiving Party may disclose Confidential Information if legally compelled to do so pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar legal process or requirement of law, or in defense of any claims or cause of action asserted against it; provided, however, that it shall (a) first notify the Disclosing Party of such request or requirement, or use in defense of a claim, (b) attempt to obtain the Disclosing Party's consent to such disclosure, and (c) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to seek protection against the production or publication of Confidential Information; provided that the Receiving Party shall not be required to act in accordance with (a), (b) or (c) above if to do so would be prohibited by statute, rule or court order. In making any disclosure under such legal process or requirement of law, you and we agree to use reasonable efforts to preserve the confidential nature of such Confidential Information and to cooperate with the other in an effort to reasonably limit the nature and scope of any required disclosure of Confidential Information. Nothing herein shall require either you or us to fail to honor a subpoena, court or administrative order, or a similar requirement or request, on a timely basis.

VI. Our Recording of Calls, Monitoring of Use, Consent for Service Calls

On behalf of you and your employees, you agree that we may record and/or monitor any telephone conversations we have with you or them in connection with the Services. However, we will not be liable to you if we do not record or maintain a record of a conversation. We may monitor and record the activity of any person using a Service. Anyone using a Service consents to such monitoring and recording.

By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you at any such numbers regarding your accounts and Services with us and our affiliates, using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP

or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.

VII. Intellectual Property

Each party owns all right, title and interest (including all intellectual property rights) in and to its trademarks, service marks, logos, and tag-lines (collectively, "Marks") and this Agreement does not confer on a party any right, interest, claim or title in or to the other party's Marks or any intellectual property therein and no license (whether express or implied) is granted to a party, by estoppel or otherwise, to the other party's Marks or any intellectual property therein.

VIII. Limitation of Liability

Limits of Liability: PNC shall not be responsible to perform (or responsible or liable for the failure to perform) any services or other obligations other than those expressly agreed to in this Agreement. PNC shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by the PNC to be genuine and to be from an employee or other authorized representative of the Employer (or a person reasonably believed by PNC to be such authorized representative). PNC is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by the Employer, including its officers, employees, agents or subcontractors, or the failure of Employer to perform its duties or obligations under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PNC NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA), WHETHER OR NOT PNC OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL WE NOR OUR AFFILIATES BE LIABLE TO YOU FOR ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY (I) IN THE CASE OF A TRANSFER OF MONEY OR OTHER PAYMENT THAT IS MISDIRECTED, LOST OR OTHERWISE PAID TO THE WRONG PERSON AS A RESULT OF OUR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE LAW, FOR AN AMOUNT IN EXCESS OF THE FACE AMOUNT OF SAID TRANSFER AND (II) IN ALL OTHER CASES, FOR AN AMOUNT IN EXCESS OF TWELVE (12) TIMES THE FEES YOU HAVE PAID US FOR THE PARTICULAR SERVICE TO WHICH THE CLAIM OR CAUSE OF ACTION RELATES DURING THE MONTH IMMEDIATELY PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST US UNDER THIS AGREEMENT.

IX. Indemnification

A. Our Indemnification of You. PNC shall indemnify, defend and hold harmless Employer, its officers, directors, employees, and agents (the "Employer Indemnified Parties") from and against all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any Employer Indemnified Party may consult and all expenses of litigation or preparation therefor) which any Employer Indemnified Party may incur, or which may be asserted against any Employer Indemnified Party by any person, entity or governmental authority ("Employer Losses") arising directly from the following:

- (i) Violation by PNC, its officers, directors, and employees, of any applicable law, rule, regulation or administrative order or any statement, letter or guidelines issued by

applicable bank regulatory authority in connection with its performance under this Agreement; or

- (ii) Gross negligence or willful misconduct of PNC or its officers, directors, employees, agents or subcontractors, in connection with its duties or obligations under the terms of this Agreement, except to the extent such Employer Losses result from the negligence, gross negligence or willful misconduct of Employer.

B. **Your Indemnification of Us.** You will indemnify, defend and hold harmless PNC, its officers, directors, employees, and agents (“PNC Indemnified Parties”) from and against all claims, damages, losses, liabilities and expenses (including all fees of counsel with whom any PNC Indemnified Party may consult and all expenses of litigation or preparation therefor) which any PNC Indemnified Party may incur, or which may be asserted against any PNC Indemnified Party by any person, entity or governmental authority (“PNC Losses”) arising out of this Agreement:

C. Indemnified Party (the party seeking indemnification) shall give the indemnifying party (the party providing indemnification) reasonably prompt notice of, and the Parties shall cooperate in, the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that the Indemnified Party must approve the terms of any settlement or compromise that may impose any unindemnified or nonmonetary liability on Indemnified Party.

X. Your Agents and Representatives

Any third party including, without limitation, any third-party processor, used by you to take any action in connection with a Service shall be deemed for all purposes under this Agreement to be your agent. All terms of this Agreement will apply to the acts and omissions of each such third party and you will be legally bound thereby.

XI. Taxes and Other Payments

You are responsible for paying all applicable taxes, fees, or other amounts, however designated, levied or assessed by a third party that arise in connection with the Services other than federal or state income taxes imposed on us with respect to our gross income.

XII. Term and Termination

A. **Term.** This Agreement will begin on the Effective Date and shall continue for a period of one (1) year, (the “Initial Term”). The Term hereof shall be automatically extended for an additional one (1) year terms, (each a “Renewal Term”).

B. **Termination without Cause.** Except as otherwise specifically set forth herein, either party may terminate this Agreement after the Initial Term, or prior to the end of the then current Renewal Term, by providing the other party with at least ninety (90) days advance written notice.

C. **Termination with Cause.** Either party may terminate this Agreement if the other party materially breaches the term of this Agreement and fails to cure such breach as soon as reasonably possible but no later than thirty (30) days after receiving notice of the breach by the non-breaching party. We may also terminate this entire Agreement or a particular Service immediately upon notice to you: (i) following your insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of your creditors; (ii) in our sole judgment, your financial condition or business is impaired or we reasonably believe that you may not have sufficient available funds in your accounts with us at the time you are required to settle transactions hereunder; (iii) in our sole

judgment, it is necessary or desirable to do so because of legal process, applicable law or regulation, or other government guidelines; or (iv) we suspect fraud or unlawful activity in connection with any Service.

Notwithstanding any such termination, this Agreement shall continue in full force and effect as to all transactions for which we have commenced processing and as to all rights and liabilities arising prior to such termination. This Section XII, and the following Sections shall survive termination of this Agreement: Confidentiality; Limitation of Liability; Indemnification; Your Agents and Representatives; Taxes and Other Payments; Force Majeure; Governing Law and Venue; Notices; Severability; Entire Agreement and Waiver of Jury Trial.

If it is necessary to customize any Services to meet your needs, we will first tell you our estimated direct and indirect cost of the development and implementation of such Services. If you authorize us to proceed, and if this Agreement then terminates for any reason before we shall have recovered such costs, you will pay to us the amount of such unrecovered costs. We will give you an invoice detailing our unrecovered costs promptly after termination of this Agreement.

XIII. Force Majeure

Neither party shall have any responsibility nor incur any liability for any failure to carry out, or any delay in carrying out, any of such party's obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under such party's reasonable control, acts of God (including, but not limited to, fire, floods or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond such party's reasonable control. Notwithstanding the foregoing, no event or occurrence described in this Section XIII shall relieve you of your obligation to make any payment to us at the time it is due hereunder.

XIV. Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws, and, to the extent applicable, the laws of the United States.

You hereby irrevocably consent and agree that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waive any objection which you may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise.

XV. Notices

All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement must be in writing and will be effective upon receipt. Notices may be given in any manner to which you and we may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices.

All such Notices shall be delivered to us at:

PNC Bank, National Association
Attention: CDH PRODUCT MANAGEMENT
300 Fifth Avenue
Mail Stop: PT-PTWR-09-1
Pittsburgh, PA 15222
Fax: 412-762-6968

With a copy to:

PNC Bank, National Association
ATTN: Legal Department
Treasury Management Counsel
1600 Market Street, 28th Floor
Philadelphia, PA 19103

or to you at the address set forth in the Guide and Notice to such address shall be effective Notice to you, including to all affiliated companies. Either party may change their address by Notice to the other given in accordance with this Section XV.

XVI. Assignment; Successors

Neither party may assign this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other party, except that we may assign this Agreement or any part of it to any of our PNC affiliates or to any entity that is our successor upon notice to you. We may contract with others to provide all or any part of the Services. This Agreement shall be binding upon, and inure to the benefit of, you and us and your and our respective permitted successors and assigns.

XVII. No Waiver

Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, shall constitute an amendment of this Agreement, and no such deviation shall constitute a waiver of any rights or obligations of either you or us. Any waiver by either you or us of any provision of this Agreement shall be in writing and shall not constitute a waiver of your or our rights under that provision in the future or of any other rights.

XVIII. Headings

The headings in this Agreement are for convenience only and shall not be used for construction or interpretation of any provisions hereof.

XIX. Severability

In the event that any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

XX. Entire Agreement

This Agreement (including those documents that are incorporated herein), constitutes your and our entire agreement with respect to the Services covered by this Agreement and supersedes any previous or

contemporaneous proposals, representations, warranties, understandings and agreements for such Services, either oral or in writing.

XXI. Amendment

Except as otherwise set forth herein, no amendments of any provision of this Agreement shall be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement. PNC may unilaterally amend the Agreement to the extent that changes are made in applicable law that materially affect the rights and obligations of PNC set forth herein. In the event of such a change, PNC will provide written notice of the proposed changes to Employer. If Employer does not affirmatively reject the proposed changes in writing within thirty (30) days of receiving written notice of the proposed changes from PNC, such proposed changes will become effective the first day of the month following the end of the thirty (30) day response period or earlier as required by law. If Employer does not agree with such proposed changes, Employer may terminate the Agreement with no less than sixty (60) days prior written notice from the date that PNC notified Employer of the changes.

XXII. WAIVER OF JURY TRIAL

WE AND YOU EACH IRREVOCABLY WAIVE ALL OF OUR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this PNC BeneFit Plus Administrative Services Agreement on its behalf, as of the Effective Date.

EMPLOYER

(Print Company Name)

By: _____

Name: _____

Title: _____

Date: _____

PNC BANK, NATIONAL ASSOCIATION

By: Michael Houlihan

Name: Michael Houlihan

Title: Vice President

SCHEDULE A: PNC BENEFIT PLUS SERVICES AGREEMENT

HEALTH SAVINGS ACCOUNT ADMINISTRATIVE SERVICES SCHEDULE (HSA SERVICES SCHEDULE)

This Health Savings Account Administrative Services Schedule (the “HSA Services Schedule”) is incorporated into and made a part of the PNC BeneFit Plus Administrative Services Agreement (“Agreement”) between the Employer, as defined in the Agreement, and PNC Bank (“PNC or Custodian”). Capitalized terms used in this HSA Services Schedule and not otherwise defined herein, shall have the meaning given them in the Agreement. If there is conflict between the Agreement and this HSA Services Schedule with respect to the matters specifically addressed herein, this HSA Schedule shall control.

This HSA Services Schedule provides the duties and obligations between PNC and the Employer. The Employer wishes PNC provide certain HSA Services and agrees to pay all fees related thereto as set forth in the HSA Fee Schedule.

Definitions

“Custodial Agreement” means the disclosure statement prepared by PNC and the custodial agreement between PNC and the HSA Owner, as amended from time to time.

“HDHP” means a qualifying high deductible health plan established by the Employer in accordance with Section 223 of the Code.

“HSA Owner” means the employee of the Employer who establishes an HSA with PNC as a result of the Services provided in accordance with the Agreement.

“HSA” or “Health Savings Account” means an account, as defined in Section 223(d) of the Code that is established with PNC in accordance with this Agreement.

Obligations of the Parties

1. The Employer has or intends to offer its eligible employees an HDHP and will maintain such plan throughout the term of this Agreement.

2. Pursuant to Section 408(n) of the Internal Revenue Code PNC is authorized to act as a custodian of HSAs and operates in this capacity for the PNC BeneFit Plus HSA. Hereinafter throughout this HSA Services Schedule PNC shall be referred to as the Custodian.

3. The Custodian shall provide the PNC BeneFit Plus HSA for certain of the Employer’s employees that choose to establish HSAs with the Custodian through the PNC BeneFit Plus HSA program.

4. Employer has agreed to forward payroll contributions to HSAs held by the Custodian on behalf of its employees, and may at its discretion make additional Employer contributions to its employee’s HSAs. Notwithstanding the foregoing, these actions on the part of the Employer shall not be considered an endorsement of the Custodian or the HSAs.

5. Subject to conditions set forth herein, the Custodian will make available and grant the Employer access to the PNC BeneFit Plus Employer Portal (hereafter, the “Website”) which will allow the Employer to verify whether an HSA has been opened for its eligible employees (hereafter, “HSA Owners”), transmit payroll contribution information and authorize the debiting of an Employer account via ACH (Automated Clearing House), or via an Employer initiated wire transfer, to forward contributions to the HSA Owners. Access to and use of the Website shall be governed by those certain terms and conditions contained on the Website.

6. The Employer is responsible for providing to the Custodian a list of authorized Website users, which may include the Employer's payroll processor, and ensuring that such authorized Website users comply with this HSA Services Schedule. The Custodian will supply the Employer and/or its authorized Website users with a logon ID and Password. The Custodian may assume, without further inquiry, that any communications received through use of the Website were sent or authorized by the Employer. The Employer and its authorized users (to the extent applicable) will: (i) provide and maintain a web browser supporting the requirements provided to the Employer by the Custodian ; and (ii) maintain the confidentiality and security of logon ID(s), password(s), security question(s) and answer(s), and any other security or access information, and notify the Custodian immediately in the event that a logon ID or password is lost, stolen or the Employer has reason to believe that the logon ID and password are being used by an unauthorized person, or if the Employer becomes aware of any loss, theft or unauthorized use of any information available on the Website.

7. Within a reasonable period of time after receiving contributions from the Employer, such contributions will be allocated to the HSAs of HSA Owners pursuant to information provided by the Employer. The Employer understands that the Custodian will not be responsible or liable for the funding of the HSAs and that the Employer's failure to fund the contributions may result in additional fees, rejection/return of the contributions submitted and termination of the Agreement. The Employer understands that any contributions from the Employer that are allocated by Custodian to HSAs are non-forfeitable and will not be returned to the employer under any circumstance.

8. The Employer will provide the Custodian with all data on employees and contributions, including payroll deduction and Employer contributions (if applicable), which data shall reconcile to the amount of funds transferred, that may be required to allocate contributions to individual HSAs. The Employer is responsible for reviewing and approving the documentation of such information, including transmissions of contribution information. The Employer shall cooperate with the Custodian to reconcile accounts in the event of any discrepancies between the contribution file and the actual funds transmitted and received by the Custodian. The Employer represents and warrants that it will provide the appropriate disclosures to, and obtain the appropriate authorizations or consents from, its employees that may be required under applicable law prior to sending the personal or financial information of any such employees to the Custodian. The Employer understands and agrees that (i) the Custodian is under no duty or obligation hereunder to obtain any authorizations or consents from the Employer's employees (whether or not they establish an HSA with the Custodian) or to verify or confirm that the Employer has made such disclosures and obtained the appropriate authorizations or consents and (ii) the Custodian shall not be liable for (and will be indemnified by the Employer against) any failure by or on behalf of the Employer to obtain such authorizations or consents from its employees. The Custodian will not provide any information regarding HSA Owners to the Employer that is not permitted under the Custodian's privacy policy, the Program Documents and/or applicable law.

9. The Employer acknowledges that the Internet is an "open," publicly accessible network and not under the control of any party. The Custodian's provision of services is dependent upon the proper functioning of the Internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others. The Employer agrees that the Custodian shall not be liable in any respect for the actions or omissions of any third party wrongdoers (i.e., hackers not employed by such party or its affiliates) or of any third parties involved in the services and shall not be liable in any respect for the selection of any such third party, unless that selection was grossly negligent.

10. The Custodian will provide custodial and administrative services to HSA Owners in accordance with the Custodial Agreement and related HSA account documents (collectively, the "Program Documents"). The Employer acknowledges that the Custodial Agreement is solely between the Custodian and the HSA Owner and Employer is not a party or beneficiary to that agreement. The Custodian shall retain sole authority and discretion to open and close an HSA or resign as custodian in accordance with the Program Documents. Neither the Employer nor the Custodian will restrict the ability of HSA Owners to

move funds to another HSA beyond those restrictions imposed by the Code. The Custodian will invest and make available to HSA Owners contributions as soon as administratively feasible after receipt of the necessary contributions and allocation data and funding, consistent with the terms of the Program Documents and the HSA Owner's applicable investment allocations.

11. The Custodian shall be under no obligation to: (1) confirm or verify that HSA Owners are eligible to establish HSAs in accordance with the requirements of Section 223 of the Code; (2) ensure that contributions to an HSA do not exceed the maximum annual contribution limit applicable to a particular HSA Owner; or (3) ensure that distributions from an HSA Owner's HSA are for qualified medical expenses as defined in Section 223 of the Code.

12. The Custodian may make a menu of mutual funds available for investment by HSA Owners. All investments in mutual funds are "self-directed" in that each HSA Owner has sole discretion whether to invest in one or more of the mutual funds made available through the HSA. Neither the Custodian nor any of its affiliates is a fiduciary with respect to HSA Owners nor will they provide any investment advice to HSA Owners or be responsible or liable for the investment decisions of HSA Owners. The Custodian is not giving, and shall not be deemed to have given, the Employer or an HSA Owner any legal, tax or financial advice concerning any of the matters relating to this Agreement.

13. The Custodian has no responsibility or authority for the design, funding or operation of any Employer-sponsored health and welfare benefit plan, including but not limited to the HDHP, or for compliance of any such plan with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The Employer agrees to take all reasonable steps to avoid application of ERISA to the HSAs established hereunder, including compliance with the conditions in the ERISA safe harbor exception for group or group-type insurance programs. In the event that any HSAs are or become subject to ERISA, the Employer shall ensure full compliance with ERISA with respect to such HSAs and under no circumstances shall the Custodian be responsible for any ERISA requirements.

14. The Employer acknowledges that it will not provide any individually identifiable health information to the Custodian via the Website or otherwise as the Custodian is not a "covered entity", "business associate" or "plan sponsor" as those terms are defined under Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended ("HIPAA").

15. The Employer shall ensure that the HDHP it offers or makes available to employees satisfies the applicable requirements of Section 223 of the Code. The Custodian is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall the Custodian be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by the Employer or otherwise.

16. The Employer shall comply with all state and federal laws in identifying and documenting the identity of any employee who establishes an HSA. The Employer represents that all employees for whom data is provided by the Employer have been positively identified by the Employer and that they have certified their authorization to work in the United States and have furnished their taxpayer identification numbers to the Employer.

17. The Employer shall not distribute any marketing, promotional materials or other literature regarding the HSAs except for information contained in a publication, release or guidance issued by the U.S. Department of the Treasury or as otherwise approved in advance in writing by the Custodian or its authorized agents. Moreover, the Employer may not include in its marketing materials or otherwise communicate to its employees that the Custodian provides services other than those set forth in the Program Documents or any information regarding the mutual funds or other investments made available to HSA Owners other than that information contained in the mutual fund's prospectus, Statement of Additional Information, fund advertising or fund sales literature that complies with applicable laws and regulations and has been approved for use on behalf of the mutual fund by appropriate fund personnel.

18. The Custodian's sole responsibility with respect to any HSA tax reporting requirements shall be in connection with its role as an HSA custodian. The Employer shall be responsible for wage reporting and any other tax reporting requirements applicable to it under federal, state or local law. The Custodian shall have no responsibility with respect to whether the Employer has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the Code and applicable regulations.

19. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement is: (i) within the power and authority of such party; (ii) does not violate or create a default under any of the party's organizational documents or any contract or agreement binding on or affecting such party or its property; and (iii) has been duly authorized by all necessary action.

HSA FEE SCHEDULE

Please review the fee items listed below and indicate with an “x” if you or your employees will be responsible for the Monthly HSA Service Fee.

Type of Fee	Amount	Responsibility
Monthly HSA Service Fee	\$2.95/Per Employee Per Month	Employer <input type="checkbox"/> Employee <input type="checkbox"/>
Option to Avoid the Monthly HSA Service Fee	\$5,000 average daily balance in the HSA (combined balance of the Bank Portion and the Investment Option)	N/A
Investment Administrative Fee	Annual charge of 0.25% on investment balance assessed quarterly	Employee
Monthly Paper Statement Fee (A printable, electronic statement is provided each month free of charge. If you request a statement via U.S. mail, a fee will apply).	\$1.50/month	Employee