Terms, Conditions and Signature

Important Information Regarding Patriot Act Requirements

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each individual who opens an account. What this means for you, when you open an account, you are required to provide your name, residential address, date of birth, and identification number. As part of the ongoing maintenance of your account we may require other information or documentation that allows us to identify you. You understand that your HSA may be closed if additional verification is not possible. Upon such closure, funds deposited in your HSA will be returned to you, less any fees or expenses chargeable against your HSA, or penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA account. As custodian, Healthcare Bank, a division of Bell Bank shall not be liable for any tax consequences or tax withholdings you may incur as a result of the transfer or distribution of your assets.

Important Information about Electronic Payments

I authorize electronic debit and credit entries, if applicable, to my designated checking or savings account. I also authorize adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of your HSA.

Important Information about your Account

The maximum balance allowed in my Cash Account is based on the designated threshold established by my HSA Administrator or me.

Important Information Regarding Death Beneficiary Information

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

I understand that if I designate my spouse as primary death beneficiary or contingent death beneficiary of the HSA, the dissolution, termination, annulment or other legal termination of my marriage will automatically revoke such designation.

Important Information Regarding My Account Summary

I understand that account summaries are made available electronically and may be viewed at any time by logging into my account at **www.benstrat.com]**. The Healthcare Bank Privacy policy is available online at www.healthcarebank.com. For an additional fee, the HSA Administrator may send paper account summaries to my address by U.S. mail. I will check the box below if I also wish to receive paper account summaries by U.S. Mail.

> I wish to receive paper account summaries by U.S. Mail. By electing this option *I acknowledge that an additional fee may apply*. Please consult your HSA Administrator for the amount of the fee and the frequency. The paper account summaries are limited to current balances, contributions and distributions.

Important Information Regarding My HSA Investment Account

I understand that once I have accumulated the designated threshold in cash in my HSA as set forth by my HSA Administrator or me in the Application, the balance of my account above the designated threshold will automatically be invested in an interest-bearing, FDIC-insured account. For purposes of this enrollment form, “Application” shall mean the WEX Health Cloud® system available through a link provided by my HSA Administrator which provides me access to my HSA account information, Investment Account and is used to process my HSA transactions. I may also choose to change my allocation choices and select from the available list of mutual funds for the investment of HSA assets in excess of the designated threshold. The HSA Investment Account is exclusively available online at **www.benstrat.com**. An email address must be included in enrollment or it will not be available. All investment transactions in the HSA Investment Account will be initiated and conducted electronically. All required disclosures of investment information and trade confirmations will be made electronically, and by opening an HSA Investment Account I consent to the electronic delivery/access of all documents of any issuer whose securities are made available to my HSA, including issuers and securities made available after the date my account is opened.

Important Information Regarding Substitute W-9 Certification

Under penalties of perjury, I certify that: (1) the Social Security Number shown on this form is my correct taxpayer identification number and, (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen (including a U.S. resident alien).

Important Information Regarding Fees

Any applicable fees shall be deducted from my account. Fees payable in connection with my HSA are set forth on the attached fee schedule.

Terms, Conditions and Signature

Important Information Regarding Custodial and Investment Information

I have read and understand the HSA Custodial Agreement and Disclosure Statement and agree to be bound by those terms and conditions. I understand the eligibility requirements for this HSA and I state that I am responsible for determining whether I qualify to make deposits to this HSA. I am responsible for:

a. determining that I am eligible to make contributions to an HSA for each year I make a contribution;

b. ensuring that all contributions are within the maximum limitations set forth by the tax laws, taking into account my coverage under a high deductible health plan;

c. the tax consequences of any contributions (including rollover contributions) or distributions; and

d. seeking the assistance of a qualified tax or legal professional to address any questions or concerns I may have about eligibility, contribution limitations, or the taxation of contributions or distributions from my HSA.

If I choose to select an investment allocation from the available list of mutual funds, I will be solely responsible for direction of the investment of my HSA. I represent that I will carefully review investment information prior to making investment decisions and that I will seek assistance of a financial professional if I have questions about available investment options or how to select investments for my HSA.

I authorize Healthcare Bank, a division of Bell Bank, and its agents to initiate permitted transfers, including contributions, to my HSA, as directed by me or my HSA Administrator through the electronic account service features or as otherwise permitted under this HSA. Any such direction shall remain in effect until Healthcare Bank and its agents receive notice of a change to such directions via the electronic account service features or as otherwise permitted under this HSA.

I certify that the information provided by me on this Enrollment Form is accurate, and that I have received a copy of the HSA Custodial Agreement and Disclosure Statement and amendments thereto. I also acknowledge receipt of the Healthcare Bank Privacy Policy. I assume sole responsibility for all consequences found in the Enrollment Form and Custodial Agreement and Disclosure Statement. I understand that I may revoke the HSA on or before the seventh day after the date of establishment. I have not received any tax or legal advice from Healthcare Bank, and I will seek the advice of my own tax or legal professional to ensure my compliance with related laws. I release and agree to hold the Healthcare Bank harmless against any and all claims or losses arising from my actions.

Illustrative Purposes Only – do not sign

Signature of HSA Accountholder

Date

Michael S. Solberg

Authorized Signature of Healthcare Bank as Custodian

The Accountholder is establishing this Health Savings Account ("HSA") exclusively for the purpose of paying or reimbursing qualified medical expenses of the Accountholder, his or her spouse, and dependents. The Accountholder 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. Healthcare Bank, a division of Bell Bank is the "Custodian" under this agreement.

The Accountholder and the Custodian make the following agreement:

Article I.

1.01 The Custodian will accept cash contributions for the tax year made by the Accountholder or on behalf of the Accountholder (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any Accountholder that exceeds the maximum amount for family coverage plus the catch-up contribution (for individuals who attain age fifty-five (55) before the close of the tax year).

1.02 Contributions for any tax year may be made at any time before the deadline for filing the Accountholder's federal income tax return for that year (without extensions).

1.03 Rollover or transfer contributions from an HSA, Individual Retirement Account, or an Archer Medical Savings account (Archer MSA) are permitted subject to applicable rules.

Article II.

2.01 Contributions to the Accountholder's HSA are subject to a maximum annual limit, based on whether the Accountholder has elected single or family coverage under the HDHP. For calendar year 2016, the maximum annual contribution limit for an Accountholder with single coverage is $3,350 and will be $3,400 in 2017. For calendar year 2016, the maximum annual contribution limit for an Accountholder with family coverage is $6,750 and will remain at $6,750 in calendar year 2017. These limits are subject to annual cost-of-living adjustments. Eligibility and contribution limits are determined on a month-to-month basis.

2.02 Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.

2.03 An additional $1,000 catch-up contribution may be made for an Accountholder who is at least age fifty-five (55) or older and not enrolled in Medicare.

2.04 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 Accountholder to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA or any combination of your HSAs exceed the maximum annual contribution limit, the Accountholder shall remove the excess contributions. It is the responsibility of the Accountholder to timely request the withdrawal of the excess contribution and any net income attributable to such excess contribution. Regardless of which year excess contributions were made, a withdrawal of excess contributions will be reported as having occurred in the tax year of such withdrawal.

Article IV.

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

Article V.

5.01 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 (the "Code").

5.02 The assets of this account may not be commingled with other property, except in a common trust fund or common investment fund.

5.03 Neither the Accountholder 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 the Code Section 4975).

Article VI.

6.01 Debit Card payments and distributions of funds from this HSA may be made upon the direction of the Accountholder.

6.02 Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Accountholder, his or her spouse, or dependents are not subject to federal taxes. However, distributions that are not used for qualified medical expenses are included in the Accountholder's gross income and are subject to an additional twenty percent (20%) tax on that amount. The additional twenty percent (20%) tax does not apply if the distribution is made after the Accountholder's death, disability, or reaching age sixty-five (65).

6.03 The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Accountholder 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 not subject to federal taxes.

Article VII.

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

7.01 If the beneficiary is the Accountholder's spouse, the HSA shall become the spouse's HSA as of the date of death.

7.02 If the beneficiary is not the Accountholder's spouse, the HSA shall cease to be an HSA as of the date of death. If the beneficiary is the Accountholder's estate or if there is no beneficiary, the fair market value of the account as of the date of death is taxable on the Accountholder's final personal income tax return. For other beneficiaries, the fair market value of the Accountholder is taxable to that person in the tax year that includes such date.

Article VIII.

8.01 The Accountholder agrees to provide the Custodian with information necessary for the Custodian to prepare any reports or returns required by the IRS.

8.02 The Custodian agrees to prepare and submit any reports or returns 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 the Code Section 223 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 Accountholder. Your HSA is established with the Custodian on the date it is set up with the Custodian. If the initial account is established after the first of the month, the HSA is established the first of the following month. The Custodian makes no representation whether expenses incurred after the establishment date of an unfunded HSA may be reimbursed from contributions that are made on a later date.

Article XI

11.01 Definitions. In this part of the agreement, the words "you" and "your" shall mean Accountholder. The Accountholder is the person who owns the HSA. The words "we", "us" and "our" shall refer to the Custodian.

11.02 Service Providers. We will maintain custody of your HSA assets in your cash account ("Cash Account") and investment account ("Investment Account"). We are authorized to place securities orders, settle security trades, hold securities in custody and perform related activities on your behalf. We are also authorized to contract for or make other arrangements with any affiliate or third party for the provision of necessary services to your HSA.

We have entered into an agreement for certain recordkeeping and administration duties with a third party HSA administrator ("HSA Administrator"). The HSA Administrator has also entered into an agreement with you or your employer to receive and forward contributions to your HSA, and provide other related services. Under this agreement, your HSA Administrator is authorized and directed to: (a) provide you with access to a personal HSA website account, (b) maintain electronic records showing the assets of your HSA and records of contributions, distributions, investment sweeps and any other related transactions, (c) process distribution requests from your HSA, (d) maintain all information necessary for us to prepare required returns, reports, or other documents for applicable taxing authorities, including IRS Forms 1099-SA and 5498-SA, and (e) provide related services.

All of your questions and comments should be directed to your HSA Administrator through its website or by other means made available to you through your HSA Administrator. You must provide all investment instructions through the Investment Portal.

If we terminate our agreement with your HSA Administrator, you agree that we may appoint a new HSA Administrator to perform these duties. Alternatively, we may resign on the effective date of termination of the agreement between us and your HSA Administrator and you are responsible for the transfer of your HSA.

If your HSA Administrator terminates its agreement with us, your HSA Administrator may also make arrangements for transfer of your HSA to a successor custodian.

In the event you terminate employment with your employer or otherwise discontinue making contributions under your employer's HSA funding program, you may be offered an opportunity to continue to receive HSA services under your HSA Administrator's retail HSA program. You will be provided with details of that program, which may include, without limitation, changes to your investment choices, fees, plan type, user name, password, and/or online security features.

11.03 Notices and Change of Address. We reserve the right, at our discretion, to post notices on your HSA website account or send notices via email or U.S. Mail to the last electronic or mailing address maintained for you by your HSA Administrator in its records. Such notice will be considered effective when posted or sent to the intended recipient, whether by email or mail. Any notice you send to your HSA Administrator to change your email address or other mailing address will be considered effective when actually received. In the event of your death, your spouse or account beneficiary must notify your HSA Administrator of any corresponding change in e-mail or other mailing address. Any notice you provide to your HSA Administrator or us will be considered effective when actually received.

11.04 Representations and Responsibilities. You represent and warrant that any information you provide us regarding your HSA with respect to this agreement is complete and accurate. Further, you agree that any directions you give your HSA Administrator 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 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 in the event of any failure or interruption of services resulting from the act or omission of any third party service provider used to give such direction, and shall not be responsible for any losses. 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 the right, but not the obligation 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.

You acknowledge that establishment of your HSA is completely voluntary on your part and that, to the best of your knowledge, your employer does not (a) limit your ability to move funds to another HSA beyond restrictions imposed by the Code; (b) impose conditions on utilization of HSA funds beyond those permitted under the Code; (c) make or influence the investment decisions with respect to funds contributed to an HSA; (d) represent that the HSA is an employee welfare benefit plan established or maintained by your employer; or (e) receive any payment or compensation in connection with the HSA.

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 or investment manager); however, we 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. You will have thirty (30) days after you receive any notice, however received, pertaining to any documents, account information or other information to notify us in writing of any errors or inaccuracies. If you do not notify us within thirty (30) days, the notices, documents, account information or other information shall be deemed correct and accurate, and we shall have no further liability.

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 applicable guidance with respect to HSAs. You agree to indemnify and hold us and your HSA Administrator harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorneys' fees, arising from or in connection with this agreement. To the extent written instructions or notices are required under this agreement, we may accept or provide such information in any other forms permitted by law, including through electronic mediums.

11.05 Service Fees. We reserve the right to charge a periodic service fee or other designated fees (e.g., a transfer, rollover, investment management 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 have the right to charge a $75 per hour fee for any additional services provided to you that are not described in this agreement. We may charge you separately for any fees or expenses, or 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 thirty (30) days' notice to you that the fee will be effective.

Your HSA Administrator may charge a separate fee for administration and other services related to your HSA. You authorize your HSA Administrator to charge you separately for those fees or to deduct the amount of the fees or expenses from the assets in your HSA. Your employer may also agree to pay all or a portion of these fees on your behalf. The amount of fees payable may be set forth in a separate fee schedule which may be part of your application or disclosed on your HSA website account. In all cases, if your HSA Administrator closes your HSA because your account balance does not exceed $25 for twelve (12) consecutive months, your HSA Administrator may charge you an account closing fee equal to the lesser of $25 or the remaining balance in your HSA. If your account balance is zero and your employment with your employer has been terminated, your HSA Administrator has the right to close your HSA immediately.

To the extent that you direct the investment of your HSA in mutual funds, balances invested in those mutual funds are subject to investment fees and other charges and expenses as described by the applicable prospectuses, available on your Investment Portal and this agreement. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

11.06 Your HSA Website Account. You will require access to the internet to open your HSA. Your HSA Administrator will provide you with access to a personal HSA website account. You will need to establish a user name and password. Your HSA Administrator will post all information you need to manage your HSA on your HSA website account. This information includes your account balance, contributions, distributions, annual IRS Forms 1099-SA and 5498-SA, and any amendments to this agreement. You agree to review your HSA at least once per month. You are responsible for protecting access to your HSA and not sharing with anyone your username and password.

Your HSA website account has all of the information and tools you need to manage your HSA and make investments.

11.07 Cash Account. Your HSA Administrator will receive contributions (including rollovers, transfers, and mistaken distributions) from you and/or your employer and transfer them to a contribution account maintained with us by your HSA Administrator. We will transfer these amounts from the contribution account to the Cash Account in your HSA. The funds in your Cash Account are separately accounted for. The funds in your Cash Account, combined with other eligible deposits you have with us, are FDIC-insured up to $250,000 or the current maximum level, if different.

We will pay interest on funds in your Cash Account. We may revise interest rates from time to time which will be reflected on your HSA website account.

11.08 Distributions. You may access your HSA via debit card, electronic transfer or a check request. You may request a direct transfer of your HSA balance to another HSA custodian. No distributions of in-kind transfers shall be permitted. The Social Security Number or tax identification number of the recipient must be on file or provided to us before we are obligated to make a distribution or transfer. Distributions shall be subject to all applicable tax and other laws and regulations, including possible early distribution penalties or surrender charges and do not have any withholding requirements. You have authorized electronic debit and credit entries, if applicable, to your designated checking or savings account. You have also authorized adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this agreement.

If you request a distribution from your HSA or use your debit card for more than the balance in your Cash Account, some or all of your investments will be sold as described in Section 11.21 and sufficient funds will be transferred from your Investment Account to the Cash Account to cover the amount of the distribution.

Your HSA Administrator may temporarily hold funds in contribution or distribution accounts with us in the ordinary course of its duties. Until such time that funds deposited to a contribution account are allocated to your Cash Account, or funds are withdrawn electronically or by check from a distribution account, any revenue we earn from the use of funds

deposited in these accounts shall be part of our compensation for servicing this HSA. You acknowledge and understand that fees charged under this agreement would be higher if we did not earn revenue from the funds held in these accounts.

11.09 No Overdrafts Permitted. You agree not to withdraw or attempt to withdraw funds in excess of the balance in your HSA. Should an overdraft occur, you must repay the overdraft immediately and we are not required to provide you notice or make demand for such repayment. If you have an overdraft, we reserve the right to close your HSA without notice to you. The closing of your HSA does not relieve you of your obligation to repay the full amount of the overdraft. The HSA Administrator may also charge you an insufficient funds fee or a returned check fee in accordance with their published fee schedule. Contributions made by you to your HSA shall be applied first, to any outstanding fees (including overdraft fees) related to your HSA, and second, to any negative balance of your HSA. Until you contribute the necessary funds to reinstate your HSA, all account activity shall be suspended. If after ninety (90) days you have not contributed the necessary funds, then you agree to be subject to any and all collection actions needed to recover such funds and your HSA shall be closed.

11.10 Mistaken Distributions. We may allow you to return your 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. We may not permit the return of mistaken distributions that relate to a calendar year after December 31st of that year.

In no event shall we restrict or limit HSA distributions to the payment or reimbursement of your qualified medical expenses. However, 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.

11.11 Automatic Investment Setting. You may set up your HSA to make automatic transfers from your Cash Account to the Investment Account on your HSA website account. Your Cash Account must exceed the investment threshold by at least the minimum amount before transferring funds. When that occurs, the excess funds will be automatically transferred to your Investment Account. If you do not provide instructions on where to invest such amounts the funds will be held in an interest-bearing FDIC-insured fund within your Investment Account. Unless you make changes, your investment allocations will remain in effect and be applied to both current and future contributions to your Investment Account.

Your automatic investment setting will not be monitored by us or your HSA Administrator. If all HSA assets are to be held in the Cash Account you must turn off your instructions for automatic investments in your HSA website account.

Your ability to invest through your HSA depends on the balance in your Cash Account. If the investment threshold falls below the required amount by more than the minimum amount for transferring funds, your mutual funds will be automatically sold as described in Section 11.21 and transferred back to your Cash Account. This may require liquidation of some or all of your investments in order to transfer the proceeds to your Cash Account.

11.12 Investment Options. Your Investment Account includes an interest-bearing FDIC-insured fund. We pay interest on cash held in this fund at the rate described in the Investment Portal. Cash held in your Investment Account, combined with other eligible deposits you may have with us, are FDIC-insured up to $250,000 or the then current limit.

We will also make a broad array of mutual funds available for investment. These funds are selected by an independent registered investment advisor. **You acknowledge and agree that investments, including mutual funds, are not a deposit and are not insured by the FDIC or any federal government agency. We do not guarantee the value of your investments, and they may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results. You agree to review investment information before you invest in mutual funds or other investments.**

The independent registered investment advisor may change available mutual funds from time to time. We will provide you advance notice of such changes so you can modify your investment instructions. If a mutual fund is eliminated as an investment option, and you do not provide new investment instructions, you authorize and direct us to liquidate your balances invested in the eliminated mutual fund and transfer the proceeds to your interest-bearing FDIC-insured fund in the Investment Account.

11.13 Investment Portal. You must complete all investment transactions, including all communications and instructions, through the Investment Portal available through your HSA website account. You may use the Investment Portal to place orders for the purchase and sale of mutual funds or other investments we make available. You hereby authorize and direct us to accept such investment instructions from the Investment Portal and your HSA website account, to pay for mutual fund share purchases from your HSA, and to transfer proceeds from the sale of mutual fund shares to your Cash Account.

You agree that we rely only on instructions received through the Investment Portal and your HSA website account, and we have no duty to investigate any instructions. Our obligation to execute your instruction is contingent upon the

determination that the instruction can be administered and the instructions have followed our procedures. Your investment instructions may be delayed at our discretion due to pending investment activity.

Neither we nor your HSA Administrator will provide you investment advice, or select or recommend mutual funds for you. Neither we nor your HSA Administrator will question whether an investment you select is appropriate or suitable for you. You agree that we will not be liable for any investment losses.

Investment transactions for your HSA will not be processed until we receive the funds to be invested and the instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing.

You are solely responsible for managing the investments in your HSA and for communicating investment instructions through the Investment Portal on your HSA website account. All instructions received from the Investment Portal or your HSA website account shall be deemed to have been authorized by you.

11.14 Investment Fees, Expenses, Dividends and Rights. Some mutual funds may charge a redemption fee when they are sold. Any redemption fee will be charged to your Investment Account and you cannot reimburse your HSA for redemption fees. The mutual fund prospectus will disclose whether redemption fees apply.

Some mutual funds pay dividends or interest. Dividends and interest will be reinvested in the same mutual funds that pay them. The prospectus for each fund will provide more information. All conversion, subscription, voting and other rights pertaining to any securities held in your HSA, if applicable, will be exercised on your behalf. You may invest in other investment vehicles (for example, stocks, bonds, savings accounts or other investment vehicles) only if the independent registered investment advisor makes such investments available as investment options.

We will allocate certain fees we receive from mutual funds for shareholder and recordkeeping services (12b-1 and STA fees) to your Investment Account based on your holdings in each fund. The 12b-1 and STA fees received during each calendar quarter will be allocated to your Investment Account by the end of each quarter as additional earnings. We will deduct a custodial management fee from your Investment Account equal to one-sixteenth of one percent (.0625%) per quarter or equal to an annual fee of one-quarter of one percent (.25%) on balances invested in mutual funds in your Investment Account. All or a portion of the management fees may be offset by the amount of any 12b-1 and STA fees received. The 12b-1 and STA fees are described in the prospectus or other disclosure materials made available to you through the Investment Portal.

Funds held in the Cash Account and in the interest-bearing FDIC-insured fund in your Investment Account are used by us for general banking purposes and may generate income to us. Such income is considered part of our compensation for providing the HSA services.

11.15 Consent to Electronic Disclosures. By executing this agreement, you agree that all account information from us or your HSA Administrator, including but not limited to your enrollment form, our Custodial Agreement and Disclosure Statement, our Interest Rate Disclosure, our Privacy Policy, IRA Forms 1099-SA and 5498-SA, documents issued by mutual fund companies (including prospectuses, trade confirmations, and other investment fund information), and any confirmation of your online instructions or elections shall be made available exclusively in electronic form. Account information may be viewed at any time by logging into your HSA website account. Account information related to your HSA will be posted on your HSA website account, or at our discretion, provided either by email to the email address your HSA Administrator has on file for you, or by U.S. Mail to your mailing address your HSA Administrator has on file for you. You are responsible to advise your HSA Administrator in writing of any change to either your email or mailing address.

Records of your HSA contributions, distributions, investment activity, earnings and balances will be made available exclusively through your HSA website account. Before being granted online access to your HSA records, it will be necessary to enter a user name, password and/or enhanced online security feature that you will receive prior to logging into your HSA website account.

Your consent to electronic notices will apply to all future applicable notices relating to your HSA until you are no longer an Accountholder or until you withdraw consent as provided below.

If you wish to receive your HSA summary and tax forms in paper form, you may select that option by changing your election online in your HSA website account under Statements & Notifications. Additional fees may apply for paper copies. Consult your HSA Administrator for any applicable fees. Investment options may not be available if you do not consent to receive prospectuses, trade confirmations and related documents in electronic form. If you wish to withdraw your consent to electronic delivery of notices on a future date, please contact your HSA Administrator at the contact information listed in your HSA website account. We reserve the right to not open an account or to close your account if you withdraw your consent to electronic delivery of notices.

In order to receive information and disclosures in electronic format, you must have access to a computer with the following browser software or equivalent software and communications access to the Internet:

Browser Software	Minimum Version Required
Microsoft Internet Explorer (IE)	IE9 and greater
Mozilla FireFox	Most current and prior 2 versions
Apple Safari	5.x or greater
Google Chrome	Most current and prior 2 versions
Microsoft Edge (Windows 10)	WEX Health Cloud platform is compatible with Microsoft Edge

You will also need Adobe Acrobat Reader to view and download the agreements, disclosures, HSA summaries, tax forms, investment fund information or any other applicable forms. In order to keep agreements and summaries for your records, you will need access to a printer or the ability to download and save information.

Your HSA website account will have information about your account balance, contributions, distributions, and recent amendments to this agreement readily available for review. Your HSA website account will provide a link or links to other websites for you to obtain specific information about your investments, including prospectuses. It may be necessary for you to establish a separate user name, password and/or enhanced online security feature for this purpose and complete additional forms.

You agree to check your HSA website account no less frequently than monthly to view your HSA activity and other communications and information and verify that all activity on your HSA is authorized activity. You are responsible for keeping your HSA, user name, password and/or enhanced online security feature confidential, and we are not responsible for any other person's use of your user name, password and/or enhanced online security feature.

11.16 Custodian Powers. We may register securities in our name or in the name of our nominee without disclosing that such securities are held as custodian or as nominee. Except as expressly provided otherwise in this agreement, we shall have all of the powers generally conferred on custodians under the laws of the State of North Dakota. Additionally, we shall also have the power to perform any and all acts that it deems necessary or appropriate for the proper custodial servicing of your HSA. We may adjust the balance of your HSA as necessary to correct administrative errors, including improperly allocated contributions, distributions, earnings or losses. In the event a check or other instrument is returned for insufficient funds, any corresponding contributions to your HSA are also subject to adjustment by us.

11.17 Beneficiary(ies). If you die before you receive all of the funds from your HSA, payments from your HSA will be made to your death beneficiary(ies). You may designate one (1) or more persons or entities as death beneficiary of your HSA. This designation can only be made through your HSA website account or on a form provided by or acceptable to us, and it will only be effective when it is filed with your HSA Administrator during your lifetime. Unless otherwise specified, each death beneficiary designation you make through your HSA website account or file with your HSA Administrator will cancel all previous ones. The consent of a death beneficiary(ies) shall not be required for you to revoke a death beneficiary designation. If you have designated both primary and contingent death beneficiaries and no primary death beneficiary(ies) survives you, the contingent death beneficiary(ies) shall acquire the designated share of your HSA. If you do not designate a death beneficiary, or if all of your primary and contingent death beneficiary(ies) predecease you, your estate will be the death beneficiary.

You understand that if you designate your spouse as primary death beneficiary or contingent death beneficiary of your HSA, the dissolution, termination, annulment or other legal termination of your marriage will automatically revoke all beneficiary designations, both primary and contingent. After such revocation and until such time as a new beneficiary designation is completed, your HSA shall be treated as if there is no beneficiary designated.

Based on the above, if your spouse acquires the interest in your HSA by reason of being the death beneficiary at your death, your HSA shall be treated as if the surviving spouse were the Accountholder, in order for the distribution to be completed to your spouse; your spouse must have a valid social security number. If your death beneficiary is not your spouse, your HSA (or in accordance with rules established by the IRS the relevant portion thereof) will cease to be an HSA as of the date of your death. Upon learning of your death, we may, in our complete and sole discretion, make a final distribution to a death beneficiary (other than your spouse) of his or her interest in your HSA. This distribution may be made without the death beneficiary's consent and may be placed in an interest-bearing (or similar) account that we choose.

11.18 Termination of Agreement, Resignation, or Removal of the Custodian. You may terminate this agreement at any time by giving written notice to your HSA Administrator. If this agreement is terminated by you, we or your HSA

Administrator may charge to your HSA an amount of money necessary to cover any associated costs pertaining to terminating this agreement and closing your account.

We may close your HSA for any reason or no reason, effective thirty (30) days after we provide written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. In some cases, and in our sole discretion, we may permit you to reinstate your HSA. If you do not reinstate your HSA or complete a transfer of your HSA within thirty (30) days from the date we provide written notice to you, we have the right to transfer your HSA assets to a qualified successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum.

11.19 Successor Trustee or Custodian. If we change our name, reorganize, merge with another organization (or comes under the control of any federal or state agency), or if the 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. If the organization is not the type of organization authorized by law to serve as an HSA trustee or custodian, then you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within thirty (30) days from the date we provide written 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.

11.20 Amendments. We have the right to amend this agreement at any time. Any amendment we make to comply with federal or state law does not require your consent. You will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, you notify your HSA Administrator in writing that you do not consent. We reserve the right, at our discretion, to notify you of any amendments by posting notice of the amendment on your HSA website account or sending a notice of the amendment via email or U.S. Mail. If a notice regarding an amendment to this agreement is posted on your HSA website account or sent via email or U.S. Mail, it will be considered effective when posted on your HSA website account or sent to you at the last electronic or other mailing address maintained for you by your HSA Administrator in its records.

11.21 Liquidation of Assets. We have the right to liquidate assets in your Investment Account 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 not to hold us liable for any adverse consequences that may result from our decision to liquidate investments in this 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.

11.22 What Law Applies. This agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this agreement, the laws of the State of North Dakota shall govern. If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither you 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.

11.23 Disclaimers. Your HSA is established by this agreement and is not intended to constitute an “employee welfare benefit plan” or an “employee pension benefit plan” as defined by ERISA or any similar state or federal law. Regardless of the status of the HSA under ERISA, neither we nor your HSA Administrator are a “plan administrator” or “plan sponsor” of your HSA or of any arrangement or plan of which the HSA is a part. We expressly disclaim responsibility for ERISA’s participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to your HSA, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. We are not providing services to you or your HSA as a fiduciary under ERISA, under any comparable and applicable provisions of federal, state or local law, or under the Investment Advisor’s Act of 1940, and nothing in this agreement shall be construed as conferring fiduciary status upon us. If and to the extent that your HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that your HSA is subject to ERISA’s continuation coverage requirements, this agreement may be amended or terminated at our sole discretion as of the effective date of such determination or on such later date, as we deem appropriate.

We have no duty to determine whether your contributions or distributions comply with the Code, Treasury Regulations, IRS Rulings or this agreement. 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 will maintain all confidential information in accordance with all applicable banking laws and regulations. Your HSA established by this agreement, however, is not intended to be a “health plan” or other “covered entity” as defined by regulations interpreting the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). We expressly disclaim responsibility for the duties imposed upon covered entities or their business associates under HIPAA Privacy and Security Rules, except as may be agreed upon pursuant to a business associate agreement between us and a covered entity or

business associate. If and to the extent that we are determined to be responsible for compliance with HIPAA beyond the duties we voluntarily assume, this agreement may be amended or terminated at our sole discretion as of the effective date of such determination or such later date, as we deem appropriate.

HSAs are personal health savings vehicles rather than group employee benefits. Although with respect to your HSA, your employer may have agreed to forward contributions through its payroll system to your HSA Administrator for contribution to your HSA, you are not restricted from moving funds to another HSA custodian or trustee (but your employer is not required to forward payroll contributions to another HSA provider).

Some states and localities may have tax laws that are different from the federal laws for HSAs. You should consult with your tax or legal advisor with questions about state and local laws that may affect your HSA.

11.24 Abandoned HSAs. Your HSA may be considered abandoned when there is no owner-generated activity (including, but not limited to, deposits, withdrawals, letters, phone calls or address changes), for an extended period of time. In the event that your HSA Administrator determines that your HSA has been abandoned, it may close your account and issue a check to your address on your HSA website account. Funds in abandoned HSAs may also be “escheated” (transferred) to the state of your residence if your HSA is deemed abandoned. We will attempt to contact you before turning over funds to a state. Once the funds are transferred, you may be able to recover the funds from the state. You agree that neither we nor your HSA Administrator are responsible for any funds that are escheated to a state.

If your HSA balance is $25 or less for twelve (12) or more consecutive months (as determined by your HSA Administrator) your HSA Administrator reserves the right to cancel your HSA debit card and close your HSA without notifying you. If your account balance is zero and your employment with your employer has been terminated, your HSA Administrator has the right to close your HSA immediately.

11.25 Disclosure Statement.

a. Important Information about Procedures for Opening and Maintaining your HSA. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each individual who opens an account. What this means for you, when you open an HSA, you are required to provide your name, residential address, date of birth, and identification number. As part of the ongoing maintenance of your HSA we may require other information or documentation that allows us to identify you. You understand that your HSA may be closed if additional verification is not possible. Upon such closure, funds deposited in your HSA will be returned to you, less any fees or expenses chargeable against your HSA, or penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA. Neither we nor your HSA Administrator shall be liable for any tax consequences or tax withholdings you may incur as a result of the transfer or distribution of your assets.

b. Force Majeure. We will be released without any liability on our part from the performance of our obligations hereunder, to the extent our performance is prevented by the event of Force Majeure. Force Majeure will mean any event or condition not reasonably within our control which prevents in whole or in material part, the performance by us of our obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

We shall not be liable for failure to perform or delay in performance of any of our obligations under this agreement to the extent that such failure or delay results from any act of God, including but not limited to a blizzard, flood, tornado or any other adverse weather conditions; military operation; terrorist attack; widespread and prolonged loss of use of the internet or the world wide web; national emergency; civil commotion; or the order of any government agency or acting government authority or any other cause beyond our reasonable control whether similar or dissimilar to the foregoing causes.

c. Healthcare Bank, a Division of Bell Bank Privacy Policy. By executing this agreement, you acknowledge receipt of our Privacy Policy. You agree to receive future notices of any updates to the Privacy Policy at www.healthcarebank.com or in this agreement which is available on your HSA website account and to review the Privacy Policy no less frequently than annually. See Privacy Policy below.

FACTS

WHAT DOES HEALTHCAREBANK, A DIVISION OF BELL BANK, DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and account balances • payment history and transaction history • account transactions and checking account information When you are *no longer* our customer, *we* continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons HealthcareBank, a division of Bell Bank, chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does HealthcareBank, a division of Bell Bank, share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call toll free 1-866-442-2472 option 1 or go to www.healthcarebank.com

Who we are	
Who is providing this notice?	HealthcareBank, a division of Bell Bank
What we do	
How does HealthcareBank, a division of Bell Bank, protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does HealthcareBank, a division of Bell Bank collect my personal information?	We collect your personal information, for example, when you • open an account or apply for a loan • make deposits or withdrawals from your account • use your credit or debit card • seek advice about your investments We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • *Our affiliates include financial companies such as State Bankshares, Inc. and nonfinancial companies, such as Discovery Benefits, Inc.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • *HealthcareBank, a division of Bell Bank, does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • *HealthcareBank, a division of Bell Bank, doesn't jointly market.*

d. Sweep Disclosure Notification. As set forth under this agreement, you may make contributions to your HSA. Based on the value of your HSA and minimum amounts defined under this agreement, funds may be moved between your Cash Account and Investment Account. These funds may either be in a deposit account with us or an Investment Account at an outside investment company, at your direction.

If you direct that the funds be in a deposit account with us, then these funds will be insured by the FDIC to the extent of the deposit insurance limits. In the event we fail, you will be a secured creditor of us to the extent of the FDIC deposit insurance limits. If the funds are in excess of the FDIC deposit insurance limits, you will be an unsecured creditor with respect to the excess.

If you direct that the funds be at an outside investment company, then these funds are not considered a deposit account with us and are not FDIC insured. In the event we fail, these funds will remain your separate funds at the outside investment company and are subject to the provisions of the outside investment company.

By executing this agreement, you acknowledge receipt of the Sweep Disclosure Notification and agree to receive future notices of any updates to the Sweep Disclosure Notification at www.healthcarebank.com or in this agreement which is available on your HSA website account, and to review the Sweep Disclosure Notification no less frequently than annually.

e. Custodian Information. Healthcare Bank, 3100 13th Ave SW, Fargo, ND 58103. Healthcare Bank is a division of Bell Bank, a wholly owned subsidiary of State Bankshares, Inc.