

**Alliance Benefit Group, Inc.  
Health Savings Account Program  
Individual Custodial Agreement**

**This document constitutes a contract between the Account Beneficiary identified herein, Alliance Benefit Group, and Schwab Bank. You should read it carefully. We strongly encourage You to keep a record of this document with Your personal papers.**

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## **ALLIANCE BENEFIT GROUP HEALTH SAVINGS ACCOUNT PROGRAM CUSTODIAL AGREEMENT**

By completing the Alliance Benefit Group Health Savings Account Program Application (“HSA Application”) , the person whose name is identified on the HSA Application as “Account Beneficiary” is indicating his or her desire to participate in the Alliance Benefit Group Health Savings Account Program (the “Program”). The HSA Application is incorporated by reference into this Agreement. Under the Program, Alliance Benefit Group (“ABG”) makes Health Savings Accounts (“HSAs”), as defined in Internal Revenue Code (“Code”) Section 223(d), available to certain individuals who satisfy the eligibility requirements set forth below. Schwab Bank (“SB”) is the custodian (as defined in I.R.S. Code Section 223(d)(1) and Code Section 408(h)) of Your HSA Account pursuant to the Alliance Benefit Group Health Savings Account Program Master Custodial Agreement (a copy of this agreement will be provided to You upon request). ABG provides certain administrative services with respect to our HSA.

This Agreement is a contract between the Account Beneficiary (as identified in the HSA Application) incorporated to this Agreement), ABG, and SB. The rights and responsibilities of the parties are set forth below. By establishing an HSA in accordance with the terms of this Agreement, the parties hereby agree to the terms and conditions set forth in this Agreement. In addition, the Account Beneficiary is also agreeing to any amendments to this Agreement.

As Used in this Agreement, “You” and “Your” refers to the Account Beneficiary and “Us”, “Our” and “We” refers to ABG and SB collectively.

### **I. Establishment of the HSA**

(a) If You meet the eligibility requirements set forth in this Agreement, You establish an HSA by completing the HSA Application and then sending it to ABG in accordance with instructions on the HSA application. Your HSA will be effective as of the date ABG approves Your Application.

(b) There are no establishment fees imposed for processing the Application and establishing the HSA. There are, however, ongoing administrative fees that are described in more detail below.

(c) All funds deposited on Your behalf under the Program will be held in an omnibus account maintained by the custodian, SB, at a bank of its choosing. SB is the named custodian of the account. ABG, as Program administrator, will establish a notional account in Your name for purposes of maintaining a record of the funds deposited to Your HSA on Your behalf. You authorize SB, as custodian, and ABG, as administrator, to act without further inquiry in accordance with written instructions bearing Your signature.

(d) We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of the HSA. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under applicable law in connection with Your HSA. Because of the unfavorable tax consequences that could result from improper or mistaken establishment or use of any HSA, You may wish to consult with an attorney or other qualified tax professional before establishing an HSA.

(e) The funds in Your HSA may not be used to satisfy the debts, contracts or torts of any person entitled to distributions under this Agreement. You may not assign or transfer Your right in Your HSA except as otherwise provided in this Agreement.

(f) The HSA is established by You pursuant to federal tax law. Your HSA is an individual custodial account maintained by SB and administered by ABG. If establishment of this HSA is facilitated by your employer and/or your employer allows you to contribute to the HSA with pre-tax salary reductions made under the employer's cafeteria plan, you should not construe that as employer sponsorship or endorsement of this HSA such that this HSA would be subject to the Employee's Retirement Income and Security Act (ERISA). Under no circumstances is this HSA considered to be an employer sponsored welfare benefit plan or part of an employer sponsored welfare plan.

(g) By properly executing the Application, You acknowledge and agree that nothing in this Agreement is construed to confer fiduciary status upon Us for any purpose. We are not required to perform any additional services not set forth in this Agreement unless specifically agreed to by Us.

(h) You acknowledge that We will maintain Your personal information, including but not limited to Your name, address, phone numbers, email addresses, and tax identification number and such information will be maintained in a confidential manner. We will release such information only when necessary for completing transactions under this Agreement, when required to do so by court, government or law, or when authorized by You.

## **II. Documents provided by Us**

ABG has provided You with a copy of this Agreement as well as other documents that describe Your and Our rights and obligations under this Program. All materials provided by Us are designed and distributed with the understanding that they do not constitute or include legal, tax, or other professional advice.

## **III. Effective date of participation in this Program**

This Agreement and Your HSA is effective as of the date ABG accepts Your completed HSA Application. ABG will provide You with confirmation of approval.

## **IV. Eligibility to participate**

You are eligible to participate in this Program if You meet all of the following conditions on the first day of each month:

- (a) You are covered as a participant under a high deductible health plan (as defined in Code Section 223(c)(2)).
- (b) You are not enrolled in disqualifying non-high deductible coverage through any source;
- (c) You are not enrolled in Medicare; and
- (d) You may not be claimed as dependent on anyone else's tax return.

ABG must receive notice from You that You are covered as a participant in a high deductible health plan and that You are not covered under any disqualifying non HDHP coverage before it will accept any contributions on Your behalf. You acknowledge and agree that You are solely responsible for determining whether You are an Eligible Individual (as defined in Code Section 223(c)(1)). We have no responsibility to verify Your status as an Eligible Individual.

## **V. Termination of participation**

(a) SB will not accept contributions to the HSA on Your behalf if ABG is notified by You that You cease being covered under a high deductible health plan or have enrolled in disqualifying

coverage; however, You may continue to use the funds in Your HSA provided You pay all applicable ongoing administration fees.

(b) At any time and without restrictions (other than qualifying rollover guidelines), you may transfer or rollover your MyHSA account balance to another HSA administrator. To initiate a transfer or rollover of your HSA account balance, you must return a "MyHSA Health Savings Account Distribution Request" form. Your request for transfer or rollover of HSA funds held in the custody of Schwab Bank will be processed by Alliance Benefit Group as soon as reasonably possible following final processing of investment funds sales. It is Your sole responsibility to understand the HSA rollover guidelines and to ensure that Your request for a transfer or rollover from Your Alliance Benefit Group Health Savings Account complies with these guidelines.

(c) We may terminate Your HSA at any time for any reason upon 30 days prior written notice.

(d) We may close Your HSA at any time if your account has had a zero balance (\$0.00) for twelve (12) consecutive months without prior written notice.

(e) As soon as practical after receiving notice of termination (or after providing notice of termination) and reconciling all accounts, the balance in Your HSA will be distributed to You in accordance with the Code and this Agreement. After distribution of all funds, this Agreement will end and We will have no further duties, obligations, or liabilities to You or anyone, except as required by law.

(f) No termination of the HSA will affect Our right to debit the HSA for any outstanding charges.

(g) Any investment dividends less than \$5.00 deposited to Your HSA account after ABG has liquidated and removed the funds from the account due to an account termination or account closure request will be forfeited by the Account Beneficiary and kept by ABG as an additional admin fee.

## **VI. Contributions to the HSA-Generally**

(a) Under the Program, You will forward Your HSA Contributions to SB utilizing ABG bank EFT transfer. Other than rollover contributions, SB will not accept contributions made directly by the Account Beneficiary. The amount that You are required/allowed to contribute will be determined solely by You.

(b) You may, however, roll over funds from another health savings account or Archer Medical Savings Accounts (as defined in Code Section 220), if You tell ABG in advance that You want to deposit a rollover and You provide ABG with any other information ABG requests, including a written rollover election. To prevent being taxed on a rollover contribution, You must deposit the cash funds to be rolled over into this HSA within 60 days of receipt of such funds from the other HSA.

(c) All contributions to Your HSA must be in cash. No property or in-kind transfers will be accepted by SB. There is currently no minimum periodic contribution amount.

(d) All contributions received by SB during a calendar year (other than rollover contribution) will be considered made for that calendar year for purposes of reporting provided, however, that You may designate a contribution received by SB prior to Your tax filing deadline for a year as being allocable to such year.

(e) ABG reserves the right to hold all HSA contributions for up to ten (10) business days after receipt to verify their accuracy. After the ten (10) business day hold the funds will be available for distributions.

## **VII. Maximum Contributions to the HSA**

(a) SB will not accept contributions made on Your behalf during the year (except rollover contributions described in V1.(b)) that exceed the amounts set forth in Section 223(b)(2)(B)(ii) and, if age 55 or older, the “additional contribution” amount set forth in Section 223(b)(3)(B). You must provide certification to ABG that You have attained age 55 before SB will accept the additional contribution amount.

(b) We are not responsible for the following:

(i) Determining whether the contributions made to Your HSA, alone or in conjunction with contributions to other similar accounts, exceed, in the aggregate, the maximum annual contribution limit for Account Beneficiaries set forth in Code Section 223(b);

(ii) Determining whether You are eligible under Code Section 223 to make a contribution or have a contribution made on Your behalf; and

(iii) Any adverse tax or other consequences as a result of such contributions.

The IRS imposes an excise tax of 6 percent upon any excess contribution that is made by You or on Your behalf to Your HSA and for each year in which the excess remains in Your HSA. If You notify Us that an excess contribution has been made, or that You are not eligible under the Code to make a contribution or have a contribution made on Your behalf, We will return the excess contribution, and net earnings (if any) attributable to that contribution after notice of need for return of such funds is brought to Our attention.

## **VIII. Non-forfeiture of Account**

Your interest in the HSA is non-forfeitable. In the event the HSA is terminated in accordance with this Agreement, all funds allocated to Your HSA will be distributed to You in accordance with this Agreement and Code Section 223.

## **IX. Investments and Earnings**

(a) No funds may be invested until the account cash balance of Your HSA Account has exceeded \$200.00 (or other amount as defined by US). All cash balances will be maintained in a non-interest bearing Omnibus account at a bank selected by SB. You authorize ABG to liquidate investments in the event the cash balance in Your HSA Account is less than \$200.00.

(b) You may instruct ABG to invest the HSA funds, including any earnings thereon, in any one or more of the investment options offered to You under the Program from time to time, including but not limited to a common trust fund or investment fund which meets the requirements of Section 223(d)(1)(D) of the Code, and any other investments acceptable to SB. Only investment vehicles approved for Health Savings Accounts set forth in Code Section 408 be made available under this Program. All such investment directions will be provided to ABG on a written form acceptable to ABG and will be deemed to be continuing until revoked or modified by a subsequent direction in writing delivered to ABG. ABG will forward electronic investment instructions to SB as soon as reasonably possible. No part of the HSA funds may be invested in life insurance contracts; nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund.

(c) SB will settle all purchases, sales, exchanges, investments and reinvestments of property only upon receipt of, and pursuant to, the instructions of the Account Beneficiary as

communicated to SB by ABG, provided such instructions are given to SB in a form acceptable to SB. SB will have no duty or obligation to review, or make recommendations for the investment and reinvestment of any property held in the omnibus custodial account including, without limitation, any uninvested cash. However, SB may refuse to settle any investment, purchase, exchange or reinvestment for which SB cannot provide adequate administrative facilities or which, in SB's sole judgment, involves unacceptable business risk to SB or for which the omnibus custodial account has insufficient assets to cover the transaction on settlement date. The right of SB to refuse to accept any particular property or execute any transaction will in no way be construed to grant SB discretionary authority over Your HSA. Same day exchanges of mutual funds will be prohibited. All acquisitions or dispositions of assets must be made at fair market value and on an arms-length basis. Further, the terms and conditions must not be contrary to applicable law or regulations.

(d) ABG, in its sole discretion, may establish different categories or types of sub-accounts based upon Your anticipated use of the funds in the HSA and investment objectives. ABG, in its sole discretion, may also establish different investment options for each category of account.

(e) Neither SB nor ABG has any duty to provide investment advice in connection with the HSA or to review or monitor the investments held in the HSA. We will have no liability or responsibility for the investment decisions made by You.

## **X. Deposits and Availability of Funds**

(a) Although all funds allocated to Your HSA are maintained by SB, ABG will facilitate the distribution of such funds.

(b) Funds on deposit will be available for distribution from Your HSA in accordance with ABG's standard schedule.

(c) Deposits will be considered made when received by SB. Amounts received during non-business hours will be considered to be made on the next full business day (other than holidays).

(d) SB may refuse, limit or return any contributions received for deposit on Your behalf. In addition, ABG may return contributions deposited on Your behalf. We reserve the right to correct errors and to withdraw any funds that should not have been placed in Your HSA.

(e) Neither You nor Your beneficiary shall be entitled to use any portion of the HSA as a security for a loan, nor shall You or Us engage in any prohibited transaction, within the meaning of Section 4975 of the Code.

## **XI. Withdrawals/Distributions from the HSA**

(a) You may make withdrawals or take distributions from Your HSA at any time by any method approved by ABG funds.

(b) Only You can authorize withdrawals/distributions from Your HSA except as otherwise set forth herein.

(c) You acknowledge that any amounts distributed from Your HSA that are not used exclusively to pay for "qualified medical expenses" (within the meaning of Section 213(d) of the Code except as otherwise limited by Code Section 223(d)(2)(B) and (C)) are includable in Your gross income and may also be subject to an additional excise tax imposed by the IRS. You acknowledge that You are solely responsible for reporting such amounts as gross income on Your personal income tax return.

(d) Withdrawals/distributions may be made by any means established by ABG, including but not limited to check, electronic payment card and/or direct deposit. All direct requests for withdrawals/distributions from Your HSA should be made in writing to ABG at the address listed in the Program Information Summary or by calling ABG at the number listed in the Program Information Summary attached to this Agreement. A withdrawal/distribution will be made to You in cash as soon as reasonably possible after the request was made.

(e) You agree that You may only make a withdrawal/distribution to the extent there are sufficient funds allocated to Your HSA. You acknowledge and understand that We have no obligation to permit any other withdrawal or distribution at a time when there are insufficient funds in Your HSA.

(f) We reserve the right to withdraw any funds that should not have been placed in Your HSA.

(g) You are solely responsible for complying with all laws governing withdrawals, transfers, and taxes on withdrawals and for properly reporting on Your income tax return whether such withdrawals/distributions were for qualified medical expenses. You assume full responsibility for determining the tax consequences of any withdrawal or distribution from the HSA, for maintaining adequate records of all distributions for tax purposes, and for paying any taxes arising as a result of any such distribution. We have no responsibility to question Your withdrawals or whether Your withdrawals comply with this Agreement or the Code.

## **XII. Use of electronic payment card to make purchases from Your HSA**

(a) In connection with Your HSA, ABG may make available use of an electronic payment card to use to make purchases with Your HSA funds.

(b) As a condition of participating in this Program, You consent to ABG's obtaining a credit report as a condition to issuing electronic payment card. In addition, You understand that the use of an electronic payment card in connection with the HSA may be limited to certain merchants that provide medical care.

(c) The terms of use and eligibility for such card, if made available, will be set forth in a separate cardholder agreement. Regardless of the terms of the cardholder agreement, You authorize CTCS to make withdrawals from Your HSA funds to honor charges incurred through use of the card.

## **XIII. Transfers of HSA upon death or divorce**

(a) All transfers or distributions must be made in accordance with the Code, other applicable law and this Agreement.

(b) If a request for a transfer is made pursuant to the terms of a divorce or separation agreement, ABG must receive the request within 90 days of the effective date of the divorce or separation instrument. Transferring Your interest to someone other than Your spouse may subject You to income tax and penalties on the transferred amount.

(c) You will have the right at any time, and from time to time, to designate one or more beneficiaries to whom distribution of Your HSA funds will be distributed upon Your death. To be valid, any such beneficiary designation must be delivered to ABG prior to Your death on a form provided by and/or acceptable to ABG. Any such beneficiary designation may be revoked by You at any time, and shall be automatically revoked upon receipt by ABG of a subsequent beneficiary designation in valid form bearing a later execution date. You understand that the consent of Your spouse may be necessary if You wish to name a person other than or in addition to Your spouse as beneficiary or to change an existing beneficiary designation.

(d) You represent and warrant that any beneficiary designation submitted to ABG satisfies all legal requirements under applicable law. ABG may presume that a beneficiary is legally competent until it receives written notice to the contrary. Whenever any distribution hereunder is payable to a person known by ABG to be a minor or otherwise under a legal disability, ABG, in its sole discretion, may authorize all or any part of such distribution to:

(i) a legal guardian or conservator for such person;

(ii) a custodian under the Uniform Transfers to Minors Act, including any person or entity designated as such by Custodian if such designation is permitted by applicable law;

(iii) a parent of such person; or

(iv) such person directly.

(e) If You designate Your legal spouse as Your beneficiary, Your spouse will be treated as the new account holder of Your HSA. Your spouse can then avoid paying tax by complying with the rules regarding qualified medical expenses. No contributions will be accepted by or on behalf of Your spouse

(f) If You do not designate Your surviving legal spouse as Your beneficiary, or Your HSA passes to someone else, it ceases to be an HSA as of the date of Your death, and the beneficiary may be subject to income tax on the fair market value of Your HSA, reduced by any payments made for Your qualified medical expenses, if paid within one year of Your death.

#### **XIV. Reports regarding Your HSA**

(a) ABG will provide You with periodic reports of contributions made to Your HSA, distributions from Your HSA and Your HSA balance. The reports will be based in part on information ABG obtains in the course of performing its administrative duties with respect to Your HSA and information obtained from SB. ABG will mail or deliver a statement or notice to You at the last known address.

(b) ABG will also provide You with forms required by the IRS to be provided to Account Beneficiaries. In addition, ABG will provide all forms that are required to be provided to the IRS on Your behalf.

(c) You agree to examine each statement or notice with reasonable promptness after it is sent to You. If You discover (or reasonably should have discovered) any unauthorized signatures or alterations, or other discrepancies, You must promptly notify ABG in writing of the relevant facts. You agree that if You do not report any discrepancies within 60 days of when ABG first sends the statement or makes it available to You, You will not be able to assert a claim against ABG on any items contained in that statement, except as required by law.

(d) ABG shall deliver, or cause to be executed and delivered, to You, any proxies, prospectuses and notices received by it pertaining to investment company shares or other securities held in Your HSA. We will not vote any such securities except pursuant to written instructions from You. You consent to the disclosure of Your name and address to issuers of securities held in the HSA so that You can receive proxies and other important information.

#### **XV. Ongoing Custodial fees**

(a) ABG will receive fees for services under this agreement directly from the Account Beneficiary's HSA or from an employer on behalf of the Account Beneficiary. If an employer is paying the service fees for an Account Beneficiary and at some point the employer decides to



terminate paying the service fees the Account Beneficiary will become responsible for the payment of all future and any past unpaid service fees from their HSA. ABG may receive additional fees from the Program Such fees may include, but are not limited to, revenue sharing from the mutual funds expense ratios, administration fees, transaction fees, commissions, interchange fees from our debit card provider, 12b-1 fees in connection with the purchase and sale of securities, and distribution fees. A portion of these fees may be collected from Your HSA to be paid over to Our affiliates or agents or to others providing services on the HSA pursuant to a separate agreement. We shall have the right to change the fee schedule at any time. We may also establish a different fee schedule for each category of accounts established in accordance with this Agreement.

(b) We will be authorized to deduct all such fees from the HSA but may, in Our sole discretion, allow You to pay such fees from non-custodial funds. In the case of brokerage fees, commissions and other similar payments, SB or one or more of its affiliates or agents may receive a portion of its compensation in return for services provided in completing these transactions. We shall also be entitled to payment from Your HSA for all expenses and costs reasonably incurred by it in the administration of the account, including but not limited to reimbursement for the cost of debit cards and checks, and independent appraisers for purposes of determining fair market value of the assets in the omnibus account.

(c) To the extent that Your HSA balance is insufficient to cover the applicable fee, We have the right to liquidate assets in Your HSA if necessary to pay fees properly chargeable against Your HSA.

(d) SB may receive remuneration from the registered investment companies offered under the Program in the form of 12b-1 fees. The value of such remuneration is calculated based on the aggregate net asset value of the shares held in the omnibus custodial account.

(e) SB may receive any credit, interest or other earnings on aggregate cash balances that SB has on deposit with the third party bank.

(f) SB may receive the gains that result from any correction of trade errors.

(g) SB may also receive the amount of any distributions from Your HSA in the form of checks of \$50 or less that remain uncashed for more than 180 days, provided that SB will be obligated to repay such amounts to the Account Beneficiary's HSA in the event that the check recipient presents the check for payment.

## **XVI. Information and Changes in Information**

(a) Subject to ordinary care and usual practices, We are entitled to rely upon information We receive with respect to Your HSA, including the information contained in the HSA Application, and have no obligation to make further investigation or inquiry, except as required by law or as otherwise required in this Agreement.

(b) You agree to immediately notify Us or Our agent of any changes in Your marital status, name or address of any dependent, or other information provided to Us that We rely on or We would need to keep Your HSA in compliance with any applicable law. By signing the Application, You agree to provide Us with any necessary information We may need to prepare reports required by the Code or other laws and regulations.

## **XVII. Hold Harmless and Limitation of Liability**

(a) You will hold Us harmless from any liability, cost, or expense that may arise in connection with this Agreement, except liabilities, costs, or expenses that arise from Our breach of any duty under this Agreement.

(b) In connection with this Agreement and Your HSA, We are not responsible for any act or failure to act that is reasonable under the circumstances or that is consistent with any applicable laws, rules or regulations of the applicable state law, or with general commercial practices of banks. You agree to indemnify Us against any claims, damages, expenses and losses, including attorney's fees, incurred by Us resulting from any action We take in honoring Your instructions, including but not limited to all verbal or facsimile instructions received with respect to Your HSA, or in connection with Our honoring of any subpoena or court order relating to Your HSA.

### **XVIII. Amendments to this Agreement**

The rights, duties, and obligations of both You and Us with regard to Your HSA are governed exclusively by this Agreement. We may amend this Agreement without Your consent and any amendment will become effective on the date stated in the notice; provided that this Agreement will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of such change. If any provision of this Agreement is found to be in conflict with the Code or other laws, the Code or such other laws will supersede that provision.

### **XIX. Successors and Assigns**

(a) If We change Our name, reorganize, merge with another organization (or come under the control of any federal or state agency), or if Our entire organization (or any portion which includes Your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of Your HSA, but only if it is qualified under the Code to serve as an HSA custodian or trustee. If the new organization is not qualified to be an HSA custodian or trustee as required by Code Section 223, the HSA will be terminated effective as of the date the new organization takes control and all funds in Your HSA will be distributed in accordance with the termination provisions set forth herein.

(b) In addition, notwithstanding anything herein to the contrary, SB or its successors and assigns, reserves the right to assign Your HSA without Your prior consent, provided that such assignee is qualified under the Code to be an HSA custodian or trustee.

(c) ABG may, without Your authorization, engage the services of a third party to assist it with the services provided under this Agreement.

### **XX. Notices**

Any notice required by this Agreement to be given by Us to You will be effective upon Our placement of the notice with the United States Postal Service with proper postage affixed and directed to the last address You provided Us. Any notice required by this Agreement to be given by You to Us will be effective upon receipt of the notice at the respective addresses for SB and ABG set forth in the Program Information Summary.

### **XXI. Electronic Administration**

ABG may make available a Website from which the HSA application and this Custodial Agreement can be obtained. In addition, any requests for distributions or investment instruction may be made through the Website. Any notice or request that can be made through the Website and that is made through the Website will be considered a written notice or request to ABG for purposes of this Agreement.

### **XXII. Arbitration**

Any claim or controversy that is not resolved by the parties shall, at the request of a party, be resolved by binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association. In no event may arbitration be initiated more than one year following the date the dispute arose. Any arbitration proceeding under this Agreement shall be conducted in Peoria, Illinois. The arbitrators may construe or interpret, but shall not vary or ignore the terms of this Agreement, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies.

**XXIII. Defaults and Subsequent Legal Action**

You will be in default if You fail to meet any of Your obligations under this Agreement or any other agreement with Us or any of Our affiliates. In the event of a default, We may exercise any legal rights We may have. If We are required to take any legal action under this Agreement, You agree to pay Our court and collection costs any attorney’s fees and disbursements. If You are in default of this Agreement, or upon the closure of the HSA, whether such closure was made by You or by Us, We shall not be obligated to continue to provide services under this Agreement.

**XXIV. Miscellaneous**

We can choose not to exercise or to delay enforcement of any of Our rights under this Agreement without compromising them. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns. Your obligations under this Agreement will also be binding upon Your heirs, executors, legal representatives and permitted assigns. If any provision of this Agreement is held invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. We shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

**PROGRAM INFORMATION SUMMARY  
ALLIANCE BENEFIT GROUP HEALTH SAVINGS ACCOUNT PROGRAM  
CUSTODIAL AGREEMENT**

The following information relates specifically to Your HSA:

1. Address of the Custodian:	Schwab Bank 215 Fremont Street, 6 <sup>th</sup> Floor San Francisco, CA 94105
2. Address of the HSA Administrator:	Alliance Benefit Group 456 Fulton Street, Suite 345 Peoria, IL 61602

This information is effective as of January 1, 2005. This information may be amended from time to time. Most recent update, August 6, 2014.