

**Alliance Benefit Group, Inc.
Health Savings Account Program**

HSA INVESTMENT TERMS AND CONDITIONS

MAY 1, 2017

This HSA Investments Terms and Conditions (“HSA Investment Terms”) describes Your rights and obligations with respect to the investments options (“HSA Investments”) made available to You under the Alliance Benefit Group (ABG) Health Savings Account Program (“Program”). This HSA Investment Terms is incorporated into and made a part of the ABG Health Savings Account Program Individual Custodial Agreement (Agreement) and any provisions set forth in the Agreement apply equally to this HSA Investment Terms except as otherwise specifically set forth herein. However, if there is a conflict between the HSA Investment Terms and the Agreement regarding the HSA Investments, the HSA Investment Terms will control.

Capitalized terms used throughout are defined terms that will have the same meaning expressly set forth in the Agreement or herein.

- a. You will be required to acknowledge that You have read this HSA Investment Terms and Conditions before You are permitted to establish an HSA under the Program.
- b. Information regarding the HSA Investments can be found at myhsa.com. You may only direct the investment of Your HSA assets at myhsa.com. Only types of investments approved for Health Savings Accounts by the IRS Rules are made available under this Program. No portion of Your HSA assets may be invested in life insurance contracts. You understand and acknowledge that Your HSA Investments may be aggregated in an omnibus account for investment purposes with the assets of other HSA account beneficiaries.
- c. You may not invest in the HSA Investments until the balance of Your Cash Account reaches the Initial Investment Threshold identified at myHSA.com. Once Your Cash Account balance reaches the Initial Investment Threshold, amounts in excess of the Initial Investment Threshold will be invested in accordance with the terms of this HSA Investment Terms and Conditions.
- d. You agree and acknowledge that the HSA Investments are “self-directed”, which means that you are solely responsible for deciding which HSA Investments to choose. Since you are responsible for deciding which HSA Investments are most suitable to your particular facts and circumstances, we recommend you consult with a qualified investment adviser before you make your decision. Neither ABG nor SB provides investment advice.
- e. You are solely responsible for instructing ABG regarding Your desired investments in the HSA Investments. Your instructions must be provided to ABG electronically at myhsa.com. Your investment instructions will continue until revoked or modified by a subsequent written instruction submitted electronically to ABG at myhsa.com. If You do not affirmatively indicate how You wish to invest Your HSA assets, You understand and acknowledge that You are hereby deemed to instruct US to invest Your HSA assets in the Default Investments described below. If We receive an investment instruction from You that We do not understand or that is not clear, We will make reasonable efforts to contact You for clarification and You agree that We are not responsible for any lost earnings that occur during the period while We are seeking clarification from You. If we are not able to reach You, You agree that we are not obligated to follow the instruction.
- f. The Default Investments are described at myhsa.com. The Default Investments may change from time to time.
- g. ABG will forward electronic investment instructions to SB as soon as reasonably possible. SB, or its designated broker-dealer, will settle all purchases, sales, exchanges, investments and reinvestments of property only upon receipt of, and pursuant to, Your instructions that are

communicated to SB by ABG, provided such instructions are given to SB in a form acceptable to SB. Neither ABG nor SB will have a duty or obligation to review, or make recommendations for the investment of any assets in Your HSA. 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.

- h. Same day exchanges of HSA Investments will be prohibited. All acquisitions or dispositions of HSA 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. HSA Investments will be purchased at the public offering price for the HSA Investments as of the time the transaction is effected after receipt of the contribution in good order by the SB or its agent. Mutual funds may impose additional restrictions on trading, as set forth in the applicable prospectus.
- i. The HSA Investments provide a variety of objectives and asset classes for you to choose among. You acknowledge that **the HSA Investments are not FDIC insured, not bank issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested.** In addition, growth in the value of Your HSA Investment Account is neither guaranteed nor projected due to the characteristics of an HSA Investment.
- j. Detailed information about the shares of each HSA Investment will be made available to You by ABG at myHSA.com. You may view or download a copy of the full prospectus for each HSA Investment at myHSA.com. The method for computing and allocating annual earnings for each HSA Investment is set forth in the applicable prospectus. For information regarding expenses, earnings, and distributions, see the applicable HSA Investment's financial statements, prospectus and/or statement of additional information.
- k. ABG has the right at any time and for any reason to change the menu of HSA Investments made available under the Program by providing You at least thirty (30) days' notice (if practical under the circumstances). In the event that all or a portion of Your HSA is invested in an HSA Investment that is removed from the Program, SB will cause Your holdings in that HSA Investment to be liquidated and You will be given an opportunity to reinvest the HSA assets in another HSA Investment.
- l. You understand and acknowledge that ABG receives a fee equal to a specified percentage of Your HSA Investments. The specified percentage is set forth in the Fee Schedule. A portion of this fee is shared with SB pursuant to an agreement between ABG and SB.
- m. You understand and agree that We will liquidate Your HSA Investments as necessary to cover any attempted withdrawals from Your HSA. Your HSA Investments will be liquidated in accordance with the HSA Withdrawal policy, which you can find by logging into your account at myHSA.com. You understand that the entire balance of your HSA Investments may not be available for withdrawals.