

Health Savings Account Custodial Agreement and Privacy Policy

Together we'll go far



Important Notice

THIS HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT INCLUDES INFORMATION ABOUT INVESTMENTS IN WELLS FARGO ADVANTAGE FUNDS® THROUGH THE SWEEP FEATURE OF YOUR HEALTH SAVINGS ACCOUNT.

WELLS FARGO ADVANTAGE FUNDS

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

Mutual fund investing involves risks, including the possible loss of principal. Consult a fund's prospectus for additional information on risks.

An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although money market funds seeks to preserve the value of your investment a \$1.00 per share, it is possible to lose money by investing in a money market fund.

Carefully consider a fund's investment objectives, risks, charges and expenses before investing. For a current prospectus, and if available, a summary prospectus, containing this and other information, visit wellsfargo.com/advantagefunds. Read it carefully before investing.

*Wells Fargo Funds Management, LLC, a wholly-owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for the Wells Fargo Advantage Funds®. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by **Wells Fargo Funds Distributor, LLC**, Member FINRA/SIPC, an affiliate of Wells Fargo & Company.*

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Introduction

You have indicated your desire to establish a Health Savings Account (“HSA”) with Wells Fargo Bank, N.A., the custodian. You agree that your HSA will be established and maintained subject to:

- The terms and conditions of this Health Savings Account Custodial Agreement (the “Agreement”), as amended
- The HSA Accountholder Fee Schedule
- The Privacy Policy
- The terms and conditions for the Wells Fargo Visa® Health Savings Account Debit Card (“Card Terms of Use”)
- Rate information for HSAs, each as modified by us from time to time, and
- Any additional disclosures regarding your HSA that we may provide to you

This Agreement governs your HSA and related services, and replaces all prior agreements with the Bank regarding them. By accepting this Agreement as part of the enrollment process, signing the Bank’s signature card for your HSA, or using your HSA, you will be considered to have received and agreed to this Agreement.

You should retain a copy of this Agreement (and any information that the Bank provides you regarding changes to this Agreement) for as long as you maintain your HSA with us.

As used in this Agreement:

- “You” and “your” refer to the owner of the HSA and, to the extent applicable, the cardholder and the dependent cardholder
- “The Bank,” “us,” “our” and “we” refer to Wells Fargo Bank, N.A.

Words With Special Meaning

In this Agreement, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions in this section and others in the text of this Agreement.

Affiliate

An Affiliate is an entity, other than the Bank, that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer

An Authorized Signer is a person whom you have authorized to transact business on your HSA, whether or not such person has signed the signature card or other documentation for your HSA. The Bank may continue to recognize your authorization or the Bank’s record of it until the Bank has received and had a reasonable time to act upon your written modification or revocation of it.

Available Balance

Your Available Balance is the most current record we have about the funds that are available for withdrawal from your HSA Deposit Account. For more information, please see the Section entitled “Determining your HSA’s Available Balance.”

Business Days

Every day is a Business Day except Saturdays, Sundays, and federal holidays.

Card

Card is the Wells Fargo Visa® Health Savings Account Debit Card that the Bank may issue to the owner of an HSA, and will include, to the extent applicable, any dependent cards issued at the request of the HSA owner.

Deposited Item

A Deposited Item is an Item that the Bank cashes or collects for you or accepts for deposit to your HSA.

Item

An Item includes a check, Substitute Check, purported Substitute Check, electronic item, draft, demand draft, remotely created item, remotely created consumer item, image replacement document, indemnified copy, preauthorized draft, or other order or instruction for the payment, transfer, or withdrawal of funds (including a withdrawal slip or bill payment instruction), Deposited Item returned unpaid, Automatic Transfer, and electronic transaction including Automated Clearing House (ACH), Automated Teller Machine (ATM), and Point-of-Sale (POS) or a photocopy of any of the foregoing. Item also includes any written document created or authorized in

your name that would be a check or draft but for the fact that it has not been signed. An Item may also include a cash-in ticket or a deposit adjustment.

Overdraft

An Overdraft is any event that results in a negative balance in your HSA Deposit Account.

Paper Item

A Paper Item is an Item that originates in tangible form.

Unauthorized Transaction

An Unauthorized Transaction is a transaction that was not authorized by you, including but not limited to an erroneous or unauthorized debit. It might include a missing signature, an unauthorized signature, or an alteration, or otherwise a transaction that was not authorized by you.

Unauthorized EFT

An Unauthorized EFT is an electronic fund transfer (such as ATM and debit card transactions, transfers initiated by telephone, ACH debit or credit transactions) that has been made without your permission and for which you receive no benefit.

Eligibility

You are eligible to contribute to an HSA if you: (1) are covered under a high deductible health plan (“HDHP”); (2) are not also covered by any other health plan that is not a HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) are not entitled to Medicare; and (4) cannot be claimed as a dependent on another person’s tax return.

You acknowledge and agree that you are solely responsible for determining whether you are an eligible individual (as defined in Section 223(C)(1) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder (the “Code”). The Bank is not responsible for verifying your eligibility status.

Contributions

General

The Bank, as custodian, will accept and hold in our name for your exclusive benefit, cash contributions made by you or on your behalf by your employer, family member, or any other person. In parts of this Agreement, cash contributions will be referred to as “deposits.”

Deadline for Making Contributions

Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year without extensions (generally April 15 of the following year).

Contribution Limits

It is your responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit under the Code Section 223(b). Contributions for your benefit to Archer Medical Savings Accounts (“Archer MSAs”) and other HSAs count toward the maximum annual contribution limit for this HSA. Additional “catch up” contributions may be made if you are at least age 55 or older.

Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, catch-up contributions are not subject to an excise tax. If contributions to this HSA exceed the maximum annual contribution limit, you will notify the Bank that excess contributions have been made to this HSA. It is your responsibility to request the withdrawal of excess contributions and related earnings.

Notwithstanding the foregoing, the Bank may refuse or return contributions from you or for your benefit to your HSA during the year (except rollover contributions from HSAs and Archer MSAs) that exceed the maximum annual contribution limit for family coverage plus catch up contributions. This limit may be higher than your individual contribution limit (e.g., your individual limit may be lower if you have single coverage). If the Bank returns contributions in excess of this limit to you and there is insufficient cash in your HSA Deposit Account, the Bank may liquidate investments in your HSA, if any, to cover the amount in excess of the maximum contribution limit for family coverage plus catch up contributions. In this event, investments will be liquidated in the amount in excess of this limit that is not covered by your HSA Deposit Account balance plus \$20 to cover any

market fluctuations on trade and settlement. Investments will be liquidated in order, beginning with the most conservative and ending with the most aggressive. In other words, all funds in your HSA's most conservative investment are liquidated before funds in the next most conservative investment are liquidated. (For more information on the risk & return characteristics of investments, visit [wellsfargo.com](https://www.wellsfargo.com) or call Customer Service.) The amount liquidated will be equal to the lesser of: (1) the amount in excess of the maximum contribution limit for family coverage plus catch-up contributions that are not covered by your HSA Deposit Account balance, plus \$20 to cover market fluctuations on trade and settlement; or (2) the value of your shares in the mutual funds. The share value will be equal to the fund closing price on the day of the liquidation.

Rollovers and Transfers

Rollover contributions from an HSA or an Archer MSA need not be in cash and do not count toward the maximum annual contribution limit.

Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and count toward the maximum annual contribution limit.

Non-Forfeitureability

Your interest in the HSA is generally non-forfeitable at all times. Notwithstanding the foregoing, if your employer contributes to your HSA, your employer may recoup those contributions in limited circumstances.

HSA Deposit Account

General

Uninvested funds in your HSA shall be held in a Federal Deposit Insurance Corporation ("FDIC") insured interest-bearing deposit account ("HSA Deposit Account"). The HSA Deposit Account is a transactional account.

Unless otherwise agreed in writing, the Bank may, without inquiry, accept a deposit to your HSA at any time, from any party, made in any manner, including without limitation, a deposit based on an image of an Item. The Bank may also refuse to accept all or any part of any deposit. The Bank may require that you deposit an Item that is made payable to you to your HSA, instead of permitting you to cash the Item. Also review the Funds Availability Policy.

Collection Items

Upon notice to you, the Bank may, in its sole discretion, handle a Paper Item as a collection Item, instead of as a deposit. This means that the Bank sends the Item to the issuer's bank for payment and credits your HSA when the Bank receives payment for the Item.

Verification Of Transactions; Right To Reverse Erroneous Credits

All transactions, including without limitation, those for which the Bank has provided a receipt, are subject to the Bank's final verification. Verification of a deposit does not occur at the teller window. The Bank may reverse or otherwise adjust any credit it believes it has erroneously made to your HSA at any time without prior notice to you, to the extent that making such reversal or adjustment does not violate the nonforfeitureability rules governing HSAs.

Endorsements

This subsection applies if the endorsement is necessary for the transfer or negotiation of the Item. You authorize the Bank to supply your endorsement on any Item that the Bank takes for collection, payment, or deposit to your HSA. You also authorize the Bank to collect any unendorsed Item that is made payable to you without first supplying your endorsement, provided the Item was deposited to your HSA. The Bank may refuse to pay or cash any Item or accept any Item for deposit or collection unless it is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, the Bank may require that all endorsers be present at the time that an Item is presented to the Bank for payment or encashment or accepted for deposit or collection.

Checks Bearing Notations

Although we are not obligated to, we may pay or accept checks and other Items bearing restrictions or notations (for example, "Void after six months," "Void over \$50," "Payment in Full"), whether on the front or back, in any form or format. If you cash or deposit an Item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the Item. You agree to indemnify, defend and hold harmless the Bank, its Affiliates, officers, directors, employees, consultants, shareholders, and agents from all losses, claims, damages or expenses (including attorney's fees and expenses) we incur, in connection with any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

Breach Of Warranties

If you breach any warranty that you make under the laws governing your HSA with respect to any Item, you shall not be released or otherwise discharged from any liability for such breach so long as the Bank notifies you of the breach within 120 days after the Bank learns of the breach. If the Bank fails to notify you within this 120-day period, you shall be released from liability and discharged only to the extent that the Bank's failure to provide you notice within such time period caused a loss to you.

When Deposits Are Credited To Your HSA

All over-the-counter deposits to your HSA which are received before the Bank's established cutoff time on any Business Day will be credited (and will be considered deposited) to your HSA as of the close of business that day, and will be reflected in that day's ledger balance for your HSA. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after the Bank's established cutoff time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to your HSA at the end of the next Business Day.

Deposits At Bank

The Bank's Funds Availability Policy describes when funds deposited to your HSA will be available to be used for all purposes. The Bank may change its collection schedule and Funds Availability Policy from time to time, and provide any notice required by law.

Deposits At Affiliates

You may make deposits at an Affiliate, provided the Affiliate agrees. If you make a deposit at an Affiliate, the availability of the deposit for withdrawal will be described in the Affiliate's Funds Availability Policy.

Deposits Of Non-U.S. Items

The Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. Dollars or an Item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. Item"). If the Bank accepts any such Item for deposit or collection, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the Item. You agree that the Bank may use the Bank's current buying and selling rate, as applicable when processing a non-U.S. Item and may recover from the HSA any loss incurred by the Bank as a result of its processing such an Item for you. The Bank reserves the right to place longer holds on non-U.S. Items than the time frames specified in the Bank's Funds Availability Policy.

Acts And Omissions Of Other Financial Institutions

When the Bank collects or accepts a Deposited Item, the Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Paper Item or notice of nonpayment in transit or in the possession of others. If a Deposited Item is lost or misrouted during the collection process or its subsequent return:

- The Bank shall have no responsibility to you for the actions or inactions of any collecting or returning bank
- The Bank may charge your HSA for the amount of the Deposited Item (and reverse any interest that may have accrued to your HSA in connection with the Deposited Item)
- You agree to cooperate with the Bank in recreating the Deposited Item

Deposited Items Returned

The Bank has the right to charge back to or otherwise debit the HSA for any Deposited Item that is returned (assess any associated fees and to reverse or recover any associated interest that may have accrued), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided the Bank does not have actual knowledge that such deadline has expired or, having such knowledge, the Bank concludes that:

- The Deposited Item is returned in accordance with the laws governing your HSA or rule (including a clearing house rule)
- The Bank has received a breach of warranty claim in connection with the Deposited Item

The Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. The Bank may, without notice to you, redeposit a returned Deposited Item and represent it for payment by any means (including electronic means), unless the Bank has received instructions from you not to redeposit such Deposited Item. The Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of your Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), the Bank may debit your HSA for the amount of the Item (plus any associated fees) and pay the amount to the claiming party. The Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. The Bank need not give you any prior notification of its actions with respect to the claim. You agree to immediately repay any Overdraft caused by the return of a Deposited Item. The Bank may create Substitute Checks from your Deposited Items to facilitate the forward collection of such Items. Certain features of a Deposited Item (such as security features) impair the quality of the Substitute Check that the Bank creates. You agree to indemnify and hold the Bank and its Affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with such Substitute Check, including without limitation, any claim based on image quality of such Substitute Check.

Direct Deposits Returned By The Bank

If, in connection with a Direct Deposit plan, funds are deposited to your HSA and later returned to the originator, the Bank may deduct the amount from that HSA or any other HSA you have, without prior notice and at any time, except as prohibited by the laws governing your HSA. The Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost Or Destroyed Deposited Items

If a Deposited Item is lost or destroyed during processing or collection (either at the Bank or at another point in the payments system), you agree to cooperate fully with the Bank to reconstruct the Deposited Item by promptly:

- Providing the Bank with a copy of the front and back of the Deposited Item from your or the issuer's records
- Asking the issuer to place a stop payment on it (at the Bank's expense) and issue a replacement Item to you (if the Deposited Item has not been paid)
- Reviewing your records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if you do not know the identity of the issuer of the Deposited Item)

If you fail to cooperate with the Bank, at anytime without advance notice to you, the Bank may reverse or otherwise adjust any credit made to your HSA for a lost or destroyed Deposited Item.

Funds Availability Policy

The Bank's policy is to make funds from check deposits to your HSA available to you on the first Business Day after the day we receive your deposit. Incoming wire transfers and incoming direct deposits directly to your HSA and cash deposited at a teller window will be available on the Business Day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks and other Items presented for payment and fees and expenses that you have incurred.

Determining The Day Of Receipt

For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the Bank's established cutoff time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the deposit was made on the next Business Day we are open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time.

Longer Delays May Apply

In some cases, the Bank will not make all the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second or third Business Day¹ after the day of your deposit. The first \$200 of your deposit, however, may be available on the first or second¹ Business Day.

If the Bank is not going to make all funds from your deposit available on the first Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first Business Day after we receive your deposit.

If you need the funds from a deposit right away, you may ask the Bank when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- The Bank believes a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your HSA repeatedly in the last six months
- There is an emergency, such as failure of computer or communications equipment

The Bank will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh or the eighth Business Day after the day of your deposit.

Special Rules For New HSAs

If you are a new customer, the following special rules will apply during the first 30 days your HSA is open:

- Funds from electronic direct deposits directly to your HSA will be available on the day the Bank receives the deposit
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit.
- If your deposit of cashier's, certified, teller's, traveler's, and federal, state, and local government checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the 11th or 12th¹ Business Day after the day of your deposit.

Holds On Other Funds (Check Cashing)

If the Bank cashes a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your HSA. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds On Other Funds (Other HSA)

If the Bank accepts a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another HSA with us. The funds in the other HSA would then not be available until the time periods that are described in this Policy.

¹The Bank may delay availability of funds by one additional Business Day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

Interest-Bearing HSA Deposit Account

Variable-Rate Account

The HSA Deposit Account is a variable-rate, interest-bearing account. That means that the Bank may in its sole discretion change the interest rate on your HSA Deposit Account at any time. Current rates are available at wellsfargo.com/hsa.

Method Used To Calculate Earned Interest

The Bank uses the daily collected balance method to calculate interest. Interest is calculated using a 365-day year.

The daily collected balance method applies a daily periodic rate to the collected balance each day.

Interest Accrual

If you deposit a non-cash Item, such as a check, interest begins to accrue no later than the Business Day the Bank receives credit for the deposit of that Item. This may not be the same day that you deposit the non-cash Item to your HSA.

Compounding And Crediting

Interest will compound daily and will be credited on a monthly basis.

Interest Adjustments

If you receive a statement for your HSA, an interest adjustment may be reflected on the statement for the month after it occurs rather than the month in which it occurs.

Annual Percentage Yield And Annual Percentage Yield Earned

The Bank may periodically disclose the annual percentage yield that is applicable to the HSA Deposit Account. The Annual Percentage Yield (APY) is a percentage rate that reflects the total amount of interest paid on the HSA Deposit Account. It is based on the interest rate earned on the HSA Deposit Account and the frequency of compounding for a 365-day period. Your statement will include the APY earned on your HSA Deposit Account for the period covered by the statement. The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your HSA Deposit Account and the average daily balance in the HSA Deposit Account. Both the APY and the APYE are calculated according to formulas established by federal regulations. The APY that is disclosed in connection with your HSA Deposit Account may not be the same as the APYE that appears on the statement for your HSA Deposit Account.

Minimum Deposit Account Balance Requirement and Investments

Minimum Balance Requirement

The Bank shall establish a minimum HSA Deposit Account balance required before investments in mutual funds are permitted ("Minimum Balance"). The Minimum Balance as of January 1, 2010 is \$2,000. The Bank may alter the Minimum Balance from time to time.

Ability to Keep Funds in HSA Deposit Account

You may choose to keep funds in this HSA in the HSA Deposit Account and not invest in mutual funds, even if you have satisfied the Minimum Balance requirement.

Directing the Bank Regarding Investments

Subject to Minimum Balance requirements set forth above, you shall direct the Bank regarding the investment and reinvestment of funds in this HSA from a selection of mutual funds offered by the Bank to HSAs for which the Bank or its affiliate may provide investment advisory or other services and for which they may receive compensation. Mutual fund investments are not FDIC insured, May Lose Value and have no Bank Guarantee. (For a description of available mutual funds for investment purposes, visit wellsfargo.com/hsa or call Customer Service.)

All investment directions shall be in a form acceptable to the Bank. Any direction you give to purchase investments shall also be deemed a direction to retain such investments until a subsequent direction is given by you directing the disposition of the investments. The Bank shall have no responsibility other than to comply with such directions and shall incur no liability to anyone for complying with any such directions.

The Bank is authorized to accept and act upon direction from you orally, including by telephone, for the purchase or sale of securities in the HSA or for the transfer of funds between the investment portion of the HSA and HSA Deposit Account.

Procedure for Making Investments

To invest, you must either go to the Wells Fargo Health Account ManagerSM and turn the "Automatic Transfer to Investments" feature "on" or call 1-866-884-7374 and request that the feature be turned "on." You may turn this feature "on" and pre-select investments before you achieve the Minimum Balance. Once you turn this feature "on," funds in excess of the Minimum Balance shall be directed to investments in accordance with the Sweep Agreement provided later in this document beginning on page 1\$.

If you turn the "Automatic Transfer to Investments" feature "on" and do not pre-select investments, funds shall be invested in the Wells Fargo Advantage Cash Investment Money Market Fund S Shares until you make other investment elections.

Suitability of Investments

You acknowledge that certain investments may not be suitable for your HSA and agree that you are solely responsible for making a determination as to the suitability of investments or any other federal or state law issues which may arise regarding investments in the HSA. In addition, you acknowledge and agree that the Bank will not, and is under no obligation or duty to: (i) provide any investment advice with respect to your HSA; (ii) offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA or (iii) question any direction you give in the investment of your HSA assets. In the absence of instructions from you, or if your instructions are not in a form acceptable to the Bank, as determined by the Bank in its sole discretion, the Bank shall have the right to hold any uninvested amounts in cash in the HSA Deposit Account and shall have no responsibility to invest uninvested cash unless or until directed by you.

No part of the funds in this HSA may be invested in life insurance contracts or in collectibles, including any artwork, antiques, metals, gems, stamps, coins (other than certain types of bullion or permitted coins), alcoholic beverages, or other tangible personal property specified in Section 408(m) of the Code and applicable guidance.

No direction shall be given by you or accepted by the Bank that would cause this HSA to invest in an investment that is a non-exempt prohibited transaction or is otherwise not permitted by the provisions of the Code, regulations, or other applicable law governing HSAs.

Commingling of Assets

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

Beneficial Owner Information

The Securities and Exchange Commission adopted the Beneficial Owner Information Disclosure Rule #14b-2 (Rule) in 1986 as part of its effort to improve communications between publicly held companies and beneficial owners of the securities registered in the name of certain nominees. For your protection, the rules prohibit the requesting company from using your name and address for any purpose other than corporate communications. By agreeing to the terms of the HSA, you authorize the Bank to disclose upon request to companies whose securities are held in your name and address and holdings in the account of securities issued by such companies. If you wish to revoke this authorization, please contact the Bank at 1-866-884-7374.

Proxy Voting

The Bank is authorized to forward all proxies for voting securities and all corporate literature issued by any company whose securities are in the HSA to you. The Bank will not vote any proxies.

Statements and Confirmations

The Bank will furnish you with statements of assets and transactions monthly. You understand that you are entitled to receive, at no additional cost, a written notification of each purchase and sale made on behalf of the HSA. You also understand that you have a right to receive the notification within five business days from the date of the transaction or within five business days after the Bank's receipt of a broker's confirmation. In lieu of a

separate notification for each securities transaction, you authorize the Bank to provide information on securities transactions in periodic account statements for the period involved in the form regularly used by the Bank on such statements.

Sweep Agreement

This Part and the prospectus for the *Wells Fargo Advantage Fund(s)* you designate when you select investments for your HSA ("Designated *Wells Fargo Advantage Fund(s)*") contain provisions that govern the sweep feature of your HSA. These documents, which the Bank may modify from time to time, are referred to in this Part as the "Governing Documents" for the sweep feature of your HSA. Additional disclosures regarding the sweep feature of your HSA and the *Wells Fargo Advantage Funds* appear on the first page of this Agreement.

By turning the "Automatic Transfer to Investments" feature "on" using the Health Account Manager or by calling 1-866-884-7374, you appoint the Bank as your agent to purchase and redeem shares in the Designated *Wells Fargo Advantage Fund(s)*.

Your HSA consists of the HSA Deposit Account that is linked, at your option, to investments in Designated *Wells Fargo Advantage Funds* through a custodial account at the Bank ("Bank Custodial Account") where funds are held for your benefit before the Bank purchases shares for you in the Designated *Wells Fargo Advantage Fund*. When you have selected investment options, each funds Business Day, the Bank calculates the difference between the funds in the HSA Deposit Account and the Minimum Balance requirement. The difference is referred to as the "Net Sweep Amount." For purposes of the sweep feature of your HSA, a "funds Business Day" is each Monday through Friday, except federal holidays and days on which the Bank or *Wells Fargo Advantage Funds* are not open for business.

At the close of any funds Business Day, the Bank will sweep the Net Sweep Amount from the HSA Deposit Account into the Bank Custodial Account, where these funds will be held for your benefit. The Net Sweep Amount must be at least \$20 for the sweep to occur. On the following funds Business Day, the Bank will use these funds to purchase shares for you in your Designated *Wells Fargo Advantage Fund(s)*.

The Bank maintains your shares in your Designated *Wells Fargo Advantage Fund* in a subaccount of an account in the Bank's name at the Designated *Wells Fargo Advantage Fund(s)*.

The prospectus contains detailed information about Designated *Wells Fargo Advantage Fund(s)*, including information about dividends, tax treatment for investments in Designated *Wells Fargo Advantage Fund* shares, charges, and expenses. Consult your tax advisor regarding the tax consequences of your investments in Designated *Wells Fargo Advantage Fund(s)* through your HSA.

If your HSA is closed before the end of a month, you will not receive dividends that accrued on your shares in the Designated *Wells Fargo Advantage Fund* until they are paid at month end. If your HSA is closed at month end, dividends may, in certain circumstances, accrue on your shares in the Designated *Wells Fargo Advantage Fund*, and these dividends will be paid at the end of that following month.

Deposits to your HSA may not be included in your Net Sweep Amount on the same day that the Bank receives them. The Bank credits cash to your Net Sweep Amount on the same funds Business Day that the Bank receives it. The Bank credits local checks (as defined in the Bank's Funds Availability Policy) to your Net Sweep Amount on the first funds Business Day after the Bank receives them. The Bank will credit all other checks to your Net Sweep Amount by the second funds Business Day after the Bank receives them. On any funds Business Day that you make a deposit at a Bank office by the cutoff time posted at the office, your deposit is made on that funds Business Day. If you make a deposit after the cutoff time, your deposit is made on the next funds Business Day. Cutoff times may differ.

FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(l) and, if the funds are not deposits, the status such funds would have if the depository institution failed. If the Bank were to fail, amounts held in your HSA Deposit Account and amounts held for your benefit in the Bank Custodial Account, whether before the Bank purchases shares for you in the Designated *Wells Fargo Advantage Fund* or after the Bank redeems your shares, would be treated as a deposit and insured under the applicable FDIC insurance rules and limits. Your shares in the Designated *Wells Fargo Advantage Fund(s)* are not deposits and are not eligible for FDIC insurance. You are the owner of your shares in the Designated *Wells Fargo Advantage Fund(s)*.

Distributions

Funds Eligible for Withdrawal

Only funds in the HSA Deposit Account are eligible for withdrawal. Any funds in the investment portion of your HSA must be liquidated and transferred to the HSA Deposit Account before such funds are eligible for withdrawal.

Affect on Minimum Balance

If distributions reduce the cash in the HSA Deposit Account below the Minimum Balance, future contributions shall be applied to the HSA Deposit Account until the Minimum Balance is met.

Qualified Medical Expenses

Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses for you, your spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in your gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after your death, disability, or reaching age 65.

The Bank is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only you are responsible for determining that the distribution is for qualified medical expenses, and you must maintain records sufficient to show whether the distribution is tax-free. In addition, the Bank 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.

Mistaken Distributions

The Bank may allow the return of mistaken distributions provided there is clear and convincing evidence that the amount(s) distributed from the HSA was because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, the Bank shall have the ability to rely on your representation that the distribution was, in fact, a mistake.

Determining Your HSA's Available Balance

Your Available Balance is the most current record we have about the funds that are available for withdrawal from your HSA Deposit Account. In determining whether you have sufficient funds to cover a transaction, we will consider all transactions that have posted to your HSA Deposit Account, any holds that may be in place on deposits you have made, and pending transactions (such as pending Card transactions or ATM withdrawals) that the Bank has authorized but that have not yet posted to your HSA Deposit Account. **Please note it is still possible for you to overdraw your HSA Deposit Account even though the Available Balance appears to show there are sufficient funds to cover a transaction that you want to make.**

The Available Balance does not reflect all your outstanding checks, automatic bill payments (such as ACH and recurring Card transactions) that you have authorized, or other transactions that have not been paid from your HSA Deposit Account. For example, when you write a check, the payee may not present the check to us for payment on the same day, so the outstanding check will not be reflected in your Available Balance.

Also, your Available Balance may not reflect all of your Card transactions. For example, if a merchant does not submit a one-time debit card transaction for payment within fourteen (14) Business Days of authorization (or thirty (30) Business Days, as applicable,) we must release the Authorization Hold on the transaction even though we will have to honor the transaction and pay it from the funds in the Account when it is received for payment by us. The Available Balance will not reflect this transaction until it has been received by us and paid from your HSA Deposit Account. See the Section entitled "Authorization Holds" for information on Card transactions and how Authorization Holds affect your Available Balance.

Finally, your Available Balance may not reflect the most recent deposits to your HSA Deposit Account. For details on the availability for withdrawal of your deposits, see the Section entitled "Funds Availability Policy."

Order Of Posting; Categories Of Items

We post transactions during our nightly processing each Business Day. Generally, we first post deposits or incoming transfers received before the deposit cut-off time that day. We then post your withdrawals (such as ATM, Card or check transactions) that have been received for payment from your HSA Deposit Account. We pay some categories (or types) of transactions, such as Card transactions, before other types of transactions, such as checks.

The order in which Items are posted to your HSA Deposit Account will depend upon a number of factors. For example, in connection with our process of posting Items, we have the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, we have the right to change any of the factors described in (i), (ii) and (iii) listed above at any time without notice to you.

Establishing categories of Items. We group Items into categories defined by us. For example, we may group Card transactions into one category, and group checks into another category. A single category established by us may include more than one type of Item.

Establishing a posting order for each category of Item(s). We pay some categories (or types) of transactions, such as Card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, we will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a Card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your HSA Deposit Account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to our posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.
- Checks and automatic payments (also known as ACH) – if there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation Between Posting Order and Returned Items

On any given Business Day, if we receive more than one Item for payment and if we determine there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the Returned Item fees assessed could be affected by the order that we choose to post those Items. For example, if we post Items in the order of highest to lowest dollar amount, the total number of Returned Item fees you are charged could be larger than if we were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment By A Non-Customer

If a Paper Item drawn against your HSA is presented over-the-counter for payment by a person who does not have a deposit account at the Bank, the Bank may require identification acceptable to the Bank and not prohibited by the laws governing your HSA, including a fingerprint of the person presenting the Paper Item. The Bank may dishonor the Paper Item if the person refuses to provide the identification the Bank requests.

Large Cash Withdrawals and Deposits

If you want to cash a check (or make a cash withdrawal) for a very large sum, the Bank may require five Business Days advance notice so that it can order the cash from its vault. The Bank may require that you provide adequate security but the Bank has no obligation to do so. The Bank may also require that you arrange to pick up the cash at the Bank's central vault or other location. If you want to deposit cash for a very large amount, the Bank may, but is not obligated to, require you to provide adequate security or exercise other options to mitigate possible risks.

Withdrawals At Affiliates

You may make withdrawals from your HSA at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for you, the Bank may place a hold on your HSA for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, the Bank may debit your HSA at the Bank for the amount of the Item.

Items Resulting From Your Voluntary Disclosure Of Your Account Number

If you voluntarily disclose your HSA account number to another person orally, electronically, or in writing, or by some other means, and the Bank determines that the context of such disclosure implies your authorization to debit your HSA, the Bank may treat such disclosure as your authorization to that person to issue Items drawn against your HSA.

Forgeries Or Missing Signatures; Alterations

The Bank will have no responsibility for reviewing the number or combination of signatures on or with an Item drawn against your HSA. The Bank will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates And Special Instructions on Paper Items

The Bank may, without inquiry or liability, pay one of your Paper Items even though:

- Special instructions written on the Paper Item indicate that the Bank should refuse payment (e.g., “Void after 30 days,” “Paid-In-Full,” or “Void over \$100”)
- The Paper Item is stale-dated (i.e., it bears a date that is more than six months in the past), even if the Bank has knowledge of the date on the Paper Item
- The Paper Item is post-dated (i.e., it bears a date in the future)
- The Paper Item is not dated

In addition, the Bank may pay in U.S. Dollars the amount that has been MICR-encoded on your Paper Item, even though you have purportedly drawn the Paper Item in a foreign currency.

Facsimile Or Mechanical Signatures

If you have elected to use a facsimile or other mechanical signature (including a stamp) to sign or endorse a Paper Item, the Bank may rely on that signature (or any signature that purports to be your facsimile or other mechanical signature) as your authorized signature without regard when or by whom or by what means or in what ink color such signature may have been made or affixed to a Paper Item deposited to or drawn against or otherwise debited from your HSA.

In accordance with Regulation D, the Bank reserves the right to require seven days written notice before you withdraw money from your HSA.

Stop Payment Orders; Notices Of Post-Dating

General

“Stop payment order” refers to both an order to the Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing, or otherwise becoming obligated to pay your Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to the Bank’s verification that the Item described in the order has not been paid. This verification may occur subsequent to the time the Bank accepts the stop payment order.

Content Of Stop Payment Order

The Bank requires the exact:

- Name of the payee
- Account number on which Paper Item is drawn
- Paper Item amount
- Paper Item number or a range of Item numbers

The Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the Paper Item. You agree to indemnify and hold the Bank and its Affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from and against any loss incurred by the Bank as a result of the Bank’s paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete.

Effective Period Of Stop Payment Order; Renewal; Revocation

The Bank need not honor a written stop payment order for more than six months. It is your obligation to remove a stop payment order for a post-dated Paper Item once the Paper Item is no longer post-dated. You must renew its stop payment order if you do not want the stop payment order to expire. Each renewal is treated as a new stop payment order. The Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six months old. An instruction to revoke a stop payment order must be received in a time and manner that gives the Bank a reasonable opportunity to act on it.

Liability To Holders In Due Course

Notwithstanding the timely return of any Paper Item due to a valid stop payment order, you may still be liable under the laws governing your HSA for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders

If the Bank pays a Paper Item over a valid stop payment order, then the Bank will credit your HSA for the amount of loss you prove has occurred, or the face amount of the Paper Item, whichever is less. The Bank may charge your HSA for the amount of a post-dated Paper Item on or after the date of the post-dated Paper Item, unless you have given the Bank a new stop payment order.

Overdrafts

Overdrafts And Non-sufficient Funds/NSF

When you conduct a transaction, make sure you have a sufficient Available Balance in your HSA Deposit Account. It is important to keep track of the funds in your HSA that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your Card for a purchase. We encourage you to manage your funds responsibly by keeping track of transactions using the tools that suit you – checking your Available Balance on the Health Account Manager portal, by phone, or at a Wells Fargo ATM. Don't forget to keep track of your outstanding checks, automatic bill payments, or recurring debits you may have authorized, as your Available Balance will not reflect these transactions until they are paid from your HSA. As discussed in the Section entitled "Determining Your HSA's Available balance," our record of your Available Balance may also not reflect your Card transactions, including transactions that have been authorized but not yet submitted by the merchant for payment. Do not assume that you can make a covering deposit before the Item is presented for payment because Items are often presented for payment very quickly. Remember that funds in the investment portion of your HSA cannot be used to cover transactions. You must liquidate invested funds in your HSA and transfer them to the HSA Deposit Account before such funds are eligible for withdrawal or to cover a transaction.

The Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft in your HSA Deposit Account, without regard to whether the Bank may have previously established a pattern of honoring or dishonoring such an Item. The Bank may take the following actions if the Bank receives an Item drawn against your HSA Deposit Account and there are insufficient available funds in your HSA Deposit Account to cover the Item without prior notice to you:

- Pay the Item and create an Overdraft to your HSA Deposit Account
- Return the Item. The Bank may return the Item (or if the Item is an ATM or Point-of-Sale (POS) Item, decline the Item) if the Item would create an Overdraft on your HSA Deposit Account.
- Liquidate investments in your HSA, if any, to cover the Overdraft in the HSA Deposit Account and/or fees that remain outstanding for greater than thirty (30) calendar days. In this event, investments shall be liquidated in the amount of the Overdraft plus \$20 to cover any market fluctuations on the trade and settlement. Investments shall be liquidated in order, beginning with the most conservative and ending with the most aggressive. In other words, all funds in your HSA's most conservative investment are liquidated before funds in the next most conservative investment are liquidated. (For information on the risk & return characteristics of funds, visit [wellsfargo.com](https://www.wellsfargo.com) or call Customer Service.) The amount liquidated will be equal to the lesser of: (1) the amount of the Overdraft plus \$20 to cover market fluctuations on trade and settlement; or (2) the value of your shares in the mutual funds. The share value will be equal to the fund closing price on the day of the liquidation.

A fee may apply depending on the action the Bank takes with respect to an Item (which includes but is not limited to a check, in person withdrawal, ATM withdrawal, POS Item, or other electronic means). You agree to pay the Bank's fee for the action taken in accordance with the HSA Accountholder Fee Schedule. Any negative balance on your HSA is immediately due and payable, unless the Bank agrees otherwise in writing, and you agree to reimburse the Bank for the costs and expenses (including attorney's fees and expenses) it incurs in recovering the negative balance (including associated fees).

More than One HSA

If you have more than one HSA with the Bank, the Bank can take funds from one to cover an Overdraft in the other.

Beneficiaries, Transfers upon Death

Designation of Beneficiaries

You shall designate in writing the person or persons entitled to receive any benefit payable under the HSA in the event of your death. You may designate one or more beneficiaries who shall be referred to as “primary beneficiaries” and also may designate one or more “secondary beneficiaries.” Designation of beneficiaries is your responsibility and the Bank has no responsibility to seek or obtain any beneficiary designation. A secondary beneficiary shall be treated as a primary beneficiary in the event no primary beneficiary survives you. Unless otherwise provided under applicable state law, you may alter or revoke a beneficiary designation without the consent of any beneficiary previously named. To be effective, any designation, alteration, or revocation must be in writing in a form acceptable to the Bank and must be filed with the Bank during your lifetime. If the beneficiary is more than one person, the benefit shall be paid in equal shares to such persons who survive you unless your beneficiary designation provides otherwise. If a beneficiary does not survive you, such beneficiary’s interest, if any, shall lapse and the percentage interest of any remaining primary or contingent beneficiaries shall be increased on a pro rata basis unless your beneficiary designation provides otherwise. If no beneficiary designation is on file with the Bank at the time of your death or if no beneficiary survives you, your beneficiary shall be your spouse if then living, and if your spouse is not then living, then your estate. The Bank shall determine, pursuant to this Agreement, who the beneficiary is in each case and its determination shall be conclusive on all parties in interest. Notwithstanding anything herein to the contrary, the Bank shall be fully protected in paying a surviving spouse such portion of the account as is necessary to satisfy state marital or community property laws if the Bank has, at the time it makes payment, sufficient documentation to reasonably determine the proper payees and amounts. The Bank in its sole discretion may delay all or a portion of a payment to a beneficiary who is not the surviving spouse for a reasonable time to make its determination. For this purpose, to the extent permitted by law, the surviving spouse’s interest under marital or community property law shall be merged into any benefit paid to such spouse as a beneficiary of the HSA.

Transfers Upon Death

If you die before the entire interest in this HSA is distributed, any balance remaining in this HSA shall become the property of the beneficiary. If the beneficiary as of such date is your surviving spouse, your surviving spouse shall be treated as the owner of this HSA. If the beneficiary as of such date is not the surviving spouse, this HSA shall cease to be an HSA as of such date, and the fair market value of the assets in this HSA shall be includible in the gross income of such beneficiary:

- a. If the beneficiary is your estate, for the last taxable year of the estate;
- b. If the beneficiary is not your estate, for the taxable year which includes the date of your death. In such case, the amount includible in the gross income of the beneficiary shall be reduced by any payments from this HSA for qualified medical expenses which were incurred by you before the date of death and paid by the beneficiary within one year after such death.

Bank Fees

General

The Bank shall be entitled to receive reasonable compensation or fees for its services as custodian in such amount as may be established from time to time by the Bank, and to be reimbursed for all expenses reasonably incurred in the administration of this HSA.

You agree to pay the Bank in accordance with the fees set out in the HSA Accountholder Fee Schedule. You also agree to pay an amount equal to any applicable taxes, however designated.

Payment Of Fees

Fees shall be automatically deducted from this HSA if not paid by you, your employer, or insurance carrier. The Bank reserves the right to change its fees at any time.

Float and Interchange Fees

Reasonable compensation includes float received from the use of uninvested funds by the Bank or its affiliates which accrues on payments made from this HSA (such as distributions) and on contributions or other funds received too late in the day to be invested same-day for the account. Float on distribution payments begins to accrue as of the check date, when HSA funds are transferred to a separate check clearing account, and ends on the date the check clears against this separate account. Earnings on the float depend on the specific investment, the current rate, which is generally the Fed Funds rate or a money market rate, and the period of

time during which the funds are available. Reasonable compensation also includes, where applicable, a portion of interchange fees paid by merchants in connection with Card transactions for the Bank's services in providing card settlements.

Compensation from Wells Fargo Funds

You understand that the Bank and/or its affiliates receive compensation directly from Wells Fargo Funds (the "Funds") for investment advisory and other services performed for the Funds. If this HSA is invested in the Funds, you understand that these fees are set forth in the prospectus that you receive. No commissions are charged to you or to this HSA for such purchases or sales. By establishing this HSA, you approve the fees that are paid to the Bank and/or its affiliates for this HSA.

Checking Subaccounts

For each checking account, the Bank may establish on your behalf, a master account and two subaccounts. All information that is made available to you about your HSA will be at the master account level. The subaccounts are composed of a savings account and a transaction account. On the first day of each month, the Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by the Bank that are drawn against your master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover checks presented against the transaction subaccount as may be needed. On the sixth transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. The use of subaccounts will not affect the interest you earn.

Note: The above requirements apply only to the FDIC-insured HSA Deposit Account.

Statements And Other HSA Related Information

Mailing Statements And Other HSA Related Information To You

Except as expressly provided otherwise in this Agreement, the Bank will mail, send electronically, or otherwise make available to you statements for your HSA, notices and other information regarding your HSA or any Service (collectively "HSA Related Information") to the postal or electronic address of the owner as reflected in the Bank's records for your HSA.

- Mailed HSA Related Information will be deemed to have been delivered the second Business Day following the day HSA Related Information was mailed
- HSA Related Information held for pick up or made available electronically will be deemed to have been delivered when the Bank makes it available to you

Your Obligation To Review Statements And HSA Related Information And To Notify Bank Of Errors

Except as expressly provided otherwise in this Agreement:

- You agree to promptly and carefully examine each statement for your HSA and any other HSA Related Information and any paid Items that are returned with (or described in) a statement or other HSA Related Information and to promptly notify the Bank of and reimburse the Bank for any erroneous credit to your HSA
- Within 30 days after the Bank mails, sends electronically, or otherwise makes available to you, a statement or other HSA Related Information, you must notify the Bank of any claim for credit or refund due to an Unauthorized Transaction
- Within six months after the Bank mails or otherwise makes the statement or other HSA Related Information available to you, you will notify the Bank of any claim for credit or refund resulting from a forged, unauthorized, or missing endorsement

Such notification is to be made by:

- Calling the telephone number listed on the statement for your HSA or in the other HSA Related Information for such purpose
- Submitting a written report to the Bank as soon as possible, but in any event, within the time frames specified above

If you fail to notify the Bank within the time frames specified above, the balance shown on the statement for your HSA or other HSA Related Information will be conclusively presumed to be correct and the Bank will be released from all liability for the Items charged to your HSA and for all other transactions or matters covered by the statement or other HSA Related Information.

In addition, if you fail to notify the Bank of an Unauthorized Transaction on your HSA within 30 days after the Bank mails, sends electronically, or otherwise makes available to you the statement or other HSA Related Information containing information describing the Unauthorized Transaction, the Bank will not be liable to you for any Unauthorized Transactions committed by the same person on your HSA that could have been prevented if you had complied with your obligations under this subsection. If you notify the Bank of any claim for credit or refund later than required by this subsection, the Bank will assert on your behalf any claim against a third party that the Bank determines in the Bank's sole discretion is permitted under the laws governing your HSA.

Returned, Unclaimed HSA Related Information

Unless otherwise prohibited by the laws governing your HSA, this subsection applies if two or more HSA Related Information documents are returned or in the case of online statement e-mail notifications the e-mail notice is returned undeliverable. The Bank may discontinue sending HSA Related Information to you until you provide a valid postal or electronic address to the Bank. Additionally, the Bank may destroy HSA Related Information that is sent to you and returned to the Bank as undeliverable.

Address Changes For Statements And Other HSA Related Information

You may instruct the Bank to change the address to which the Bank mails or e-mails HSA Related Information concerning your HSA at any time. The Bank may act on any such instruction purportedly made on your behalf within a reasonable time after the Bank receives such instruction. Unless you instruct the Bank otherwise, the Bank may, in its sole discretion, change the postal or electronic address only for the HSA(s) you specify or for all or some of your other accounts with the Bank. The Bank may change your postal or e-mail address of record if it receives an address change notice from the U.S. Postal Service or if the Bank receives information from another party in the business of providing correct address information that the address in the Bank's records no longer corresponds to your address.

Notices And Other Mail

Any notice you send the Bank will not be effective until the Bank actually receives it and has a reasonable opportunity to act on it. You assume the risk of loss in the mail. Any notice the Bank sends you will be effective when mailed, sent electronically, or otherwise made available to you.

Copies Of Canceled Paper Item

You can order a copy of a canceled Paper Item by calling the Bank at the number provided on the statement for your HSA. When ordering a copy of a canceled Paper Item, you need to give the Bank your name, HSA number, Paper Item number, Paper Item amount, and posting date of the Paper Item as shown on the statement for your HSA. The copy you request will be mailed or otherwise provided to you.

Fraud Prevention

Lost Or Stolen Paper Items; Unauthorized Items

If any of your unissued Paper Items have been lost or stolen, or if someone is issuing unauthorized Paper Items against your HSA, you agree to immediately notify the Bank. To the extent you fail to notify the Bank within the time frames specified in the section "Your Obligation to Review Statements And HSA Related Information And To Notify the Bank of Errors," the Bank will be relieved of any liability for such Paper Items and unauthorized Items. Upon receipt of any such notice, the Bank may, at its sole discretion, and without any liability to you take one or more of the following actions:

- Close your HSA and open a new HSA for you
- Dishonor any Paper Item you have indicated may have been lost or stolen
- Pay any Paper Item presented for payment on your HSA, provided you have instructed the Bank to pay such Paper Item, and given the Bank the number of that Paper Item

If the Bank does open a new HSA for you and you have authorized any other party to automatically make regular deposits to or withdrawals from your HSA (such as wire or electronic payment transfers), the Bank shall have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that other party in a timely fashion of the number of your new HSA.

Claims Of Unauthorized Transactions; The Bank's Rights And Liability

Investigation By The Bank; Your Agreement To Cooperate

The Bank shall investigate any transactions you have reported to the Bank as unauthorized (a "Claim of Unauthorized Transaction").

You agree to:

- Submit your Claim of Unauthorized Transaction in writing to the Bank by completing a declaration under penalty of perjury describing your Claim of Unauthorized Transaction (in an affidavit form approved by the Bank, if so requested)
- File a police report
- Complete and return to the Bank any documents requested of you
- In all respects, cooperate fully with the Bank in its investigation of your Claim of Unauthorized Transaction

The Bank shall have the right to reverse any credit made to your HSA if you fail to sign such documents, cooperate fully with the Bank's investigation of your Claim of Unauthorized Transaction or the Bank's efforts to recover funds related to your Claim of Unauthorized Transaction or if the Bank determines that the transaction that gave rise to your Claim of Unauthorized Transaction was proper.

Standard Of Care

The Bank will meet its standard of care for your HSA, provided the Bank exercises ordinary care in the transaction at issue. When the Bank takes an Item for processing by automated means, "ordinary care" does not require that the Bank examine the Item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your HSA. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your HSA on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation Of Liability; Indemnification

WHETHER IN CONNECTION WITH YOUR HSA OR A SERVICE, IN NO EVENT WILL EITHER YOU OR THE BANK, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, SHAREHOLDERS, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your HSA. The Bank will not have any liability to you if there are insufficient available funds in your HSA to pay your Items due to actions taken by the Bank in accordance with this Agreement. Except to the extent that the Bank fails to exercise "ordinary care" or breaches this Agreement, you agree to indemnify and hold the Bank and its Affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney fees and legal expenses) arising out of or in any way connected with performance under this Agreement. You agree that this indemnification will survive termination of this Agreement.

Legal Process

The Bank may accept and act on any legal process that it believes is valid, whether served in person, by mail, or by electronic notification, at any location of the Bank. "Legal Process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process which in the Bank's sole opinion affects your HSA. Any such legal process is subject to the Bank's security interest and right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your HSA. Any fees or expenses (including attorney's fees and expenses) the Bank incurs in responding to any such legal process may be charged against your HSA.

"Freezing" Your HSA

As part of the Bank's loss prevention program, when the Bank suspects that irregular, unauthorized, or unlawful activities may be involved with your HSA, the Bank may "freeze" (or place a hold on) the balance in your HSA (and in other accounts you maintain with the Bank) pending an investigation of such suspected activities. If the Bank freezes your HSA, the Bank will give any notice required by the laws governing your HSA.

Force Majeure

Neither you nor the Bank shall be deemed to be in default of any of the obligations required to be performed under this Agreement if the performance thereof is delayed, hindered, or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of you or the Bank.

Check 21 Mandated Consumer Disclosure

IMPORTANT INFORMATION ABOUT CHECKS FOR YOUR HSA

Substitute Checks And Your Rights

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "Substitute Checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original check.

Some or all of the checks that you receive back from the Bank may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to your HSA. However, you have rights under other laws with respect to those transactions.

What are your rights regarding Substitute Checks?

In certain cases, federal laws provide a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your HSA (for example, if you think that the Bank withdrew the wrong amount from your HSA or that the Bank withdrew money from your HSA more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your HSA and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest) within 10 Business Days after the Bank received your claim and the remainder of your refund (plus interest) not later than 45 calendar days after the Bank received your claim.

The Bank may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your HSA.

How do you make a claim for a refund?

If you believe that you have suffered a loss relating to a Substitute Check that was posted to your HSA, please contact the Bank at 1-866-884-7374. You must contact the Bank within 40 calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the statement for your HSA showing that the Substitute Check was posted to your HSA, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the Substitute Check you received is non-sufficient to confirm that you suffered a loss
- A copy of the Substitute Check or the following information to help the Bank identify the Substitute Check: the check number, the name of the person to whom you wrote the check, and the amount of the check

Check Safekeeping And Image Statements

Check Safekeeping is automatically included on HSA accounts. Image Statements are available on all HSAs. With Check Safekeeping, the front and back of all checks paid against your HSA are copied on microfilm or by other means. The copies are retained for seven years (or longer as required by law) from the date each check is paid against your HSA. As soon as your original check is copied, it is destroyed.

Wells Fargo Visa® Health Savings Account Debit Card

This part describes the Bank's account-related electronic banking Services, and provides the terms applicable to these Services. In general, these Services provide ways to access funds electronically to and from your HSA Deposit Account using the Card and/or a Personal Identification Number (PIN). The Bank may limit the availability of these Services at any time, and all of these Services may not be available at each Bank location. The Bank may require you to sign a separate agreement to obtain these Services. If there is a conflict between the separate agreement and this Agreement, the separate agreement will control. Additional terms and conditions, if any, applicable to these Services are provided in the HSA Accountholder Fee Schedule.

The Bank may, in its sole discretion, limit the availability of electronic banking Services as it considers appropriate. Additional disclosures, if any, applicable to these Services may be included in the HSA Accountholder Fee Schedule.

Issuance Of A Card And PIN

Subject to qualification, the Bank may issue a Card and a Personal Identification Number (PIN) to you to access the HSA linked to your Card at Automated Teller Machines (each, an "ATM") and at Point-of-Sale (POS) network merchants.

Illegal Transactions

You agree not to use your Card or HSA to engage in activities deemed illegal by federal and/or state laws, including but not limited to internet gambling. If you use your Card or HSA to engage in certain activities deemed illegal by federal and/or state laws, you understand that you will nevertheless be liable for any authorized transactions made by the use of the Card. In addition, we reserve the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

Protecting The Card And PIN

Take care of the Card and PIN as you would your checks and other important documents. You must have a unique PIN for the Card, which may be embossed with your name. You are responsible for maintaining the confidentiality of your PIN. Memorize the PIN. Never write the PIN on the Card or share it with anyone, including Bank personnel. If the Card and/or PIN are given to another person, you will be responsible for all transactions made by that person or anyone else to whom that person gives the Card and/or PIN. Notify the Bank immediately if the Card is lost or stolen or is no longer secure.

Card Safety

You should care for the Card as you would any other valuable that you carry. You should:

- To protect your Account, the Bank recommends that you change your Personal Identification Number (PIN) every six months
- When selecting your PIN, do not use any number or word that appears in your wallet (such as birth date, name, or address)
- Memorize your PIN and never share it with anyone
- Shop with merchants you know and trust
- Regularly review your HSA statements as soon as you receive them to verify transactions. Contact the Bank immediately if you identify any discrepancies.
- Make sure any Internet purchase activity you engage in is secured with encryption to protect your HSA information. Look for "secure transaction" symbols.
- Do not send your Card number through e-mail, as it is typically not secure. Don't provide it over the phone unless you initiated the call.
- Always be sure to log off any site after a purchase transaction is made with your Card. If you cannot log off, shut down your browser to prevent unauthorized access to your HSA information.
- If this is a replacement Card, be sure to destroy your old Card

- If you have forgotten your PIN or would like to select a new one, please visit your nearest Wells Fargo location
- If your Card is ever lost or stolen, immediately notify us at 1-866-884-7374

ATM Safety

For your safety when using an ATM, please remember the following tips:

- Be aware of your surroundings and exercise caution when withdrawing funds
- Consider having someone accompany you when using an ATM after dark
- Watch for suspicious persons or activity around the ATM. If you observe suspicious persons or circumstances, do not use the ATM at that time. If you are in the middle of a transaction, cancel the transaction, take your Card, leave the area, and come back at another time or use an ATM at another location.
- Ensure no one sees you enter your PIN
- Report all crimes immediately to the operator of the automated teller machine or local law enforcement
- Refrain from displaying cash, and put it away as soon as your transaction is completed. Wait to count your cash until you are in the safety of a locked enclosure, such as a car or home.
- When using a drive-up ATM, keep your engine running. Aside from the driver's window, keep all of your doors and windows locked.
- Safe-keep or securely dispose of your ATM receipts

ATM Transactions And Point-Of-Sale Purchases

Daily Limits

If the Card may be used to make withdrawals at an ATM or to make POS purchases, the following rules apply:

- There is no limit on the number of times the Card may be used each day so long as the applicable daily limits for the HSA is not exceeded
- The ATM daily dollar limit is the maximum amount of cash that can be withdrawn from the HSA by use of the Card
- The daily POS purchase limit is the maximum amount of purchases (including cashback, if any) that can be debited from the HSA
- For purposes of the daily limits only, a "day" is defined as the 24-hour period from midnight to midnight, Pacific Time. If a transaction is initiated in another time zone, it will be processed when the Bank receives it. The Bank will send notification if the Bank decreases the daily limits.

If you already have a Card and do not know what the daily limits are, call the Bank at the telephone number listed in the HSA card terms of use or on the statement for your HSA.

Available Funds

Generally, you can withdraw funds up to the daily ATM or POS withdrawal limit, subject to the Available Balance in the HSA. If the ATM or POS purchase would create an Overdraft on the HSA, the Bank may, in its sole discretion, take any of the actions described in the section of this Agreement titled "Overdraft And Non-sufficient Funds/NSF." The availability of deposits for withdrawal is described in the Funds Availability Policy.

POS Purchases

You may use the Card to purchase goods and services from merchants that accept Visa® debit cards.

If you sign a receipt (or provide a form of authorization other than the PIN) to authorize the POS purchase, the purchase will be processed via the Visa network using HSA funds. For POS purchases processed via Visa, there is no cash back feature.

Stop payments may not be requested on POS transactions. If the Bank receives an electronic notice that a POS transaction has occurred, a hold may be placed on the HSA. The hold will be for the actual amount of the purchase or, depending on the merchant's practice, for the anticipated amount of the purchase (which may be greater than the actual amount of the purchase). The hold may remain in effect from the time the notice is received until the merchant draft or other Item is presented. The amount of each POS transaction will be deducted from the available funds in the HSA Deposit Account.

Visa Account Updater Service

The Bank subscribes to the Visa Account Updater Service (VAU). Under this Service, if you give a merchant your Card number and authorize it to bill your Card periodically for recurring payments, and your Card number changes due to replacement of a damaged Card, lost/stolen Card, or an updated Card number, your new Card number will automatically be sent to such merchant that subscribes to the VAU Service. Because not all

merchants or billing entities subscribe to the VAU Service, you should always notify each individual merchant of your new Card number. Changes to your Card number as a result of a lost/stolen Card will not be updated if there is reported fraud on the Card number that is being replaced, and you must contact merchants to notify them of your new Card information.

Transactions Outside The United States

If a Card is used to make an ATM withdrawal or a POS purchase outside the United States, the network that handles the transaction will convert the local currency amount of the transaction to U.S. Dollars (or, in the case of a POS purchase only, the merchant that handles the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant that handles the POS purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, the Bank may also charge an International Purchase Transaction Fee, which is based on the amount provided to the Bank by the network in U.S. Dollars (the "Network Transaction Amount").

Shared Network ATMs

You may use the Card at specified Shared Network ATMs with which the Bank maintains an ATM sharing arrangement. These are designated ATMs, owned by other financial institutions, at which you may withdraw cash or check the balance on the HSA. Check the back of the Card for the logos of the Shared ATM Network(s) with which the Bank is affiliated. The ATM functions available at Shared Network ATMs may differ from those provided at Wells Fargo ATMs. Transactions will be limited to the account access, withdrawal limit(s), and currency denomination(s) provided or allowed by the participating Shared Network ATM. For withdrawals made with the Card in the United States or internationally, there is a transaction fee for each Shared Network ATM transaction which debits the HSA Deposit Account. There is a fee for each balance inquiry transaction performed at any non-Wells Fargo ATM. Outside parties (merchants, financial institutions, etc.) may assess additional transaction fees for transactions made at their ATMs. These fees may be included in the total amount of the transaction amount that is withdrawn from your HSA and shown on the HSA statement.

Authorization Holds

For all Card purchase transactions, please note that we are permitted to place a temporary hold against some or all of the funds in the HSA Deposit Account linked to your Card if and when an authorization request is obtained. We refer to this temporary hold as an "Authorization Hold," and it will be subtracted from your Available Balance. In the case of an authorization request at a restaurant, hotel or similar merchant, this amount may be different from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. For those transactions, the amount of the Authorization Hold may be different from the transaction amount. In some other cases, we may not receive an authorization request from the merchant, and there will be no Authorization Hold.

We are permitted to place an Authorization Hold on your HSA Deposit Account for up to fourteen (14) Business Days (or for up to thirty (30) Business Days for certain types of transactions, including but not limited to, car rental transactions, cash transactions, and international transactions) from the time of the authorization or until the matched authorization transaction is paid from your HSA Deposit Account. Please note that if the transaction is not submitted for payment by the merchant within the fourteen (14) Business Days (or thirty (30) Business Days, as applicable), we will release the Authorization Hold, which will increase your Available Balance in the HSA Deposit Account until the transaction is submitted for payment by the merchant and finally posted to your HSA Deposit Account. We urge you to record and track all of your transactions closely to confirm that your Available Balance accurately reflects your spending of funds from the HSA Deposit Account linked to your Card.

Statements

The Bank will send you a statement monthly.

Statement Of Last 10 Transactions

You may use the Card to obtain a printout of the 10 most recent monetary transactions (within the last 45 days) on your HSA. The transactions and the account balance may include deposits still subject to verification

or collection by the Bank, and the balances may differ from your records because of deposits in progress, outstanding checks, or other withdrawals, payments or fees. Statement of Last 10 Transactions should not be used in lieu of the monthly statement for balancing/verifying the true account balance.

Certain Items Affect The HSA Account Total Balance:

- “Deposits/Credits in Process” reflects a cumulative total of all credit transactions performed on your HSA using a Card since the ATM cutoff of the most recent Business Day
- “Withdrawals/Debits in Process” reflects a cumulative total of all debit transactions performed on your HSA using a Card since the ATM cutoff of the most recent Business Day, including ATM withdrawals and POS purchases
- “Preauthorized Deposits/Payments in Process” reflects the net amount of any deposits or payments (preauthorized by you) that the Bank has received but has not yet posted to your HSA
- “Funds on Hold” may include any amounts not yet available for withdrawal

Receipts At ATMs

You may have the option to print a receipt each time an ATM is used to make an electronic transfer. The receipt is evidence of the transaction as recorded by the ATM. All transactions are subject to posting, final payment, or verification, as applicable. You can use the receipt to reconcile the statement for your HSA.

U.S. Postage Stamp Purchases

If a Card is used to purchase sheets of U.S. postage stamps at designated Wells Fargo ATMs, the purchase price will be debited from the HSA Deposit Account and appear on the statement for the HSA. Stamp purchases are subject to the Card’s daily dollar limit for cash withdrawals at the ATM. Stamp purchases may not be considered qualified medical expenses under Code Section 213(d) and could result in adverse tax consequences.

ATM And POS Malfunctions

You will not hold the Bank responsible for damages that result from or are a consequence of an ATM or POS malfunction. You will promptly notify the Bank if an ATM fails to dispense the correct amount of cash or provide a proper receipt by calling or writing the Bank at the telephone number or address provided in the HSA card Terms of Use.

When A Transaction Is Posted

The time required to debit or credit the HSA Deposit Account after the Card is used will depend on the location of the ATM or POS and the type of transaction.

Funds Transfers

Termination Of Card Privileges

The Card is the property of the Bank. The Bank may terminate your Card privileges at any time without notice to you. You may terminate Card privileges at any time by writing the Bank at the address provided in your statement. If Card privileges are terminated, you must immediately surrender the Card(s) to the Bank. Termination of Card privileges will not affect any rights and obligations for transactions made with a Card before the privileges were terminated.

Changes In Terms Affecting Electronic Transactions

From time to time, the Bank may change the terms and conditions applicable to electronic transactions. The Bank will send you written notice as required by the laws governing your HSA.

Termination Of Electronic Fund Transfer Privileges

All of your electronic transfer privileges end if your HSA is closed. Either you or the Bank may terminate specific electronic transfer Services without closing your HSA. You may terminate a Service by calling or writing the Bank at the number or address listed on the statement for your HSA. The Bank may terminate specific electronic fund transfers anytime without prior notice to you.

Rules Of Funds Transfer Systems

Funds transfers to or from your HSA will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, Fedwire, the National Automated Clearing House Association, any regional association (each an “ACH”), and Clearing House Interbank Payments System (CHIPS). The following terms and conditions are in addition to, and not in place of, any other agreements you have with the Bank regarding electronic transactions.

Notice Of Receipt Of Funds

Unless the Bank has otherwise agreed in writing, we will notify you of funds electronically debited or credited to your HSA through the statement for your HSA covering the period in which the transaction occurred. The Bank is under no obligation to provide you with any additional notice or receipt.

Reliance On Identification Numbers

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty To Report Unauthorized And Erroneous Fund Transfers

You will exercise ordinary care to determine whether a fund transfer to or from your HSA was either erroneous or not authorized, and will notify the Bank of the facts within a reasonable time not exceeding 14 days after the Bank sends you the statement for your HSA on which the transfer appears or you otherwise have notice of the transfer, whichever is earlier. You will be precluded from asserting that the Bank is not entitled to retain payment unless you object to payment within the 14 day period.

Erroneous Payment Orders

The Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than the amount intended by you, or an erroneous transmission of a duplicate payment order previously sent by you). Should the Bank detect an error on one or more occasions, it shall not be construed as obligating the Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions

The following terms apply to payments to or from your HSA that are transmitted through an ACH.

- Your rights as to payments to or from your HSA will be based upon the laws governing your HSA
- Credit given by a receiving bank to its customer for a payment from your HSA is provisional until final settlement has been made or until payment is considered received under the laws governing your HSA
- If a payment is made to your HSA and the Bank does not receive final settlement or payment is not received under the laws governing your HSA, you will not be considered to have received payment and the Bank will be entitled to reimbursement from you for that payment
- You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your HSA for electronic presentment or re-presentment of Items written or authorized by you

Other Electronic Fund Transfer Services

Electronic Payments

Accounts That May Be Used

Electronic Payment Services are available to you from the HSA Deposit Account.

Your Authorization

No one can charge your HSA unless you authorize them to do so. If you authorize a person to periodically debit your HSA, in most cases, that person must give you a copy of your written authorization to keep.

Limitations

There are no limitations on the amount or frequency of debits that you may make from your HSA.

Notice Of Change In Amount

If you authorize a person to regularly debit the HSA Deposit Account and the amount varies from the previous amount debited, the person debiting your HSA is required to tell you, at least 10 days before each debit, when the debit will be made and how much it will be.

Stop Payment Of Preauthorized Electronic Fund Transfers

You may place a stop payment order of preauthorized electronic fund transfers by calling Wells Fargo Customer Service at the number listed on the statement for your HSA at least three Business Days prior to the scheduled transfer date. The Bank requires your name and the account number associated with such transfer, and the exact:

- Name of the payee
- The exact payment amount
- Scheduled transfer date

Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the preauthorized electronic fund transfer. You agree to indemnify and hold the Bank and its Affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from and against any loss incurred by the Bank as a result of the Bank's paying an electronic fund transfer if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a preauthorized electronic fund transfer for which a valid stop payment order is in effect.) If the Bank pays a preauthorized electronic fund transfer over a valid stop payment order, the Bank may require you to provide it with an affidavit describing in detail the dispute.

Reversal

You have the right to reverse any unauthorized payment that was debited from your HSA through an automated clearinghouse (ACH). If you give the Bank written notice that you want to reverse a payment, the Bank will recredit your HSA for the amount of the payment. You must notify the Bank within 15 days after we send you the statement for your HSA that reflects the payment you wish to reverse. This right of reversal is in addition to your right to stop payment.

Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your HSA using information from your check to:

- Pay for purchases
- Pay bills

Preauthorized Credits

Your Authorization

You must specifically authorize the transferor to transfer funds electronically to your HSA. If you ask, the transferor may provide you a copy of your authorization.

Limitations

There are no limitations on the number of credits or the amounts that may be credited to your HSA.

Deposit Inquiry

You have the right to find out whether an electronic transfer was credited to your HSA. Please contact Wells Fargo Customer Service at the number listed on your statement for your HSA.

When Transactions Are Posted

The credit the Bank provides for an electronic payment is provisional until the Bank receives final settlement or payment. If the Bank does not receive final settlement or payment, the Bank is entitled to a refund of the credit. The Bank is legally required to post any preauthorized credit to your HSA as of the day it is received. If you authorize a credit to an interest-bearing savings account, the Bank will pay interest on that credit from the settlement date for that transaction.

Wells Fargo Health Account Manager

To use the Health Account Manager service, you must enter into a separate agreement with the Bank. Your rights and obligations regarding the Health Account Manager are more fully explained in that separate agreement.

Liability For Unauthorized Electronic Fund Transfers

In Case Of Errors Or Questions About Your Electronic Transfers

In Case of Errors or Questions About Your Electronic Transfers, call Wells Fargo at 1-866-884-7374 or the number listed on the statement for your HSA, or write us at: Wells Fargo, Customer Correspondence, P.O. Box 45600, Salt Lake City, UT 84145-0600 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. The Bank must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

- Tell the Bank your name and HSA account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell the Bank the dollar amount of the suspected error

Lost Or Stolen Card Or PIN; Reporting Unauthorized Electronic Transfers

If you believe your Card, your Card number, or your PIN has been lost or stolen, call Wells Fargo at 1-866-884-7374 or the number listed on your HSA statement or write: Wells Fargo, Customer Correspondence, P.O. Box 45600, Salt Lake City, UT 84145-0600. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Liability For Transactions

Tell us AT ONCE if you believe your Card, your Card number, or your PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your HSA.

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if the Bank can prove that it could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, the Bank will extend the time periods.

You are liable for all losses relating to Unauthorized EFTs that do not result solely from the negligence or intentional misconduct of the Bank, unless the laws or rules governing your HSA require lesser liability.

Investigations Of Claims

If you orally notify the Bank of your claim, the Bank may ask you to send your claim in writing within 10 Business Days. The following provisions apply:

- The Bank shall attempt to complete its investigation within 10 Business Days (20 Business Days if the alleged error occurred during the first 30 days your HSA is open) of your notifying the Bank. The Bank will report the results to you within three Business Days after completing its investigation and correct any error promptly. If the Bank needs more time, the Bank may take up to 90 days to investigate your claim, as long as the Bank provisionally recredits your HSA within five Business Days for the amount you think is in error. You will have the use of the money while the Bank completes its investigation. If the Bank receives your written notice within five Business Days, the Bank shall provisionally recredit your HSA at the end of the five-day period.
- If the Bank receives your written notice after the end of the five-day period, but within 10 Business Days (20 Business Days if the alleged error occurred during the first 30 days your HSA is open), the Bank will recredit your HSA at the end of the 10 day period (20-day period, as appropriate). If the Bank does not receive your written notice within 10 Business Days (or 20 Business Days, as appropriate), the Bank does not need to recredit your HSA while it completes its investigation.
- If the Bank decides that there was no error, the Bank will send you a written explanation within three Business Days after it completes its investigation. You may ask for copies of any documents the Bank used in its investigation.

The Zero Liability Program

The Zero Liability program protects you from Unauthorized EFTs or charges to your HSA subject to the conditions described below.

Each Card may be embossed with the name of the Cardholder to whom it is issued. You are responsible for Cards issued to Cardholders. You will not be liable for Unauthorized EFTs except as explained below. Under the

Zero Liability program, Unauthorized EFTs do not include (that is, you are liable for):

- Any transaction by a person authorized by you to transact business on the HSA
- Any transaction by a person authorized by you that exceeded the authority given by you
- Any transaction a merchant has processed in error, or a transaction in which you are unhappy with goods or Services received. In these cases, you should first contact the merchant to obtain resolution.

If you suspect that your Card has been lost or stolen, or that an Unauthorized EFT has been made with the Card or the Card number issued to you, notify the Bank as soon as possible by calling Wells Fargo at 1-866-884-7374 or the number listed on the statement for your HSA. You may also write to the Bank at: Wells Fargo, Customer Correspondence, P.O. Box 45600, Salt Lake City, UT 84145-0600. A delay in reporting the Unauthorized EFT may affect your liability protection.

Wells Fargo Customer Service

General

This section describes the special rules applicable to the Services available through Wells Fargo Customer Service. Wells Fargo Customer Service may be accessed by telephoning the Bank at the number provided on the statement for your HSA and either using the automated Touch-Tone Banking Service and/or speaking with a representative from Wells Fargo Customer Service.

Security Procedure

The Bank will use a security procedure to authenticate the caller seeking to access Services using Wells Fargo Customer Service. If a Personal Identification Number (PIN) has been assigned, the Bank may use the PIN as the security procedure to permit access to the automated Touch-Tone Banking Service. If a PIN has not been assigned, or if Wells Fargo Customer Service is not accessed through the automated phone system, other information the Bank has on file about you or your HSA will be used as the security procedure to permit access to Wells Fargo Customer Service.

PIN Security

You may change your PIN at anytime by using the Customer Selected PIN Service at a Banking Location or through a Wells Fargo ATM. The Bank may cancel your Customer Selected PIN at any time without notice.

Liability Waiver

When the Bank authenticates a caller through use of a PIN and/or any other information, the Bank may, in its sole discretion, rely that the caller has authorized any transactions performed.

Information And Transfers

You may obtain information about your HSA by telephone. If you have other checking and savings accounts at the Bank, you may transfer funds to/from your HSA by telephone.

When Transactions Are Posted

Telephone transfers accepted by the Bank prior to the Bank's cutoff hour on a Business Day are posted on that day, if possible. Telephone transfers which cannot be posted the same day or which are received after the cutoff hour, on a holiday observed by the Bank, or over the weekend, are posted on the next Business Day.

Amendment, Termination, Successors and Assigns

Amendment

The Bank may amend this Agreement at any time. Any amendment that the Bank makes to comply with the law does not require your consent. You will be deemed to have consented to any other amendment unless, within the thirty (30) day period after such notice is sent, or within such longer period as the notice may specify, you give the Bank written notice of your refusal to consent to the amendment. When the laws governing your HSA require the Bank to notify you of an amendment of this Agreement, the Bank may do so by including a message on or with the statement for your HSA, by sending you a letter, or by any other means that the Bank considers appropriate, unless the laws governing your HSA require notice by a specific means. The notice of the amendment may set forth the text of the amendment or it may provide a link to the amendment on one of our

webpages. If it provides a link to the amendment, you may obtain a paper copy of the amendment by calling the phone number provided with the notice. In addition, the Bank may agree in writing (or otherwise) to waive a provision of this Agreement, including, without limitation, a fee (a "waiver"). The Bank may, upon prior written notice to you, revoke any waiver. Your continued use of your HSA including a balance inquiry or any other communication with the Bank about your HSA following the revocation of any waiver will show your consent to the revocation of waiver.

Each of the rules, terms, and conditions set forth in this Agreement stand alone. Any term or condition contained in this Agreement which is inconsistent with the laws governing your HSA will be deemed to have been modified by the Bank and applied in a manner consistent with such laws. Any term of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid will not affect the enforceability or validity of the remaining provisions of this Agreement.

Termination/Resignation of Custodian and Closure of HSA

Either party may terminate this Agreement and close your HSA at any time for any reason (including, but not limited to, the fact that your HSA has had a zero balance for a period of two months or more) by giving written notice to the other.

- The Bank can resign as custodian at any time effective thirty (30) days after the Bank mails written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial institution. If you do not complete a transfer of your HSA within thirty (30) calendar days from the date the Bank mails the notice to you, the Bank has the right to transfer your HSA assets to a successor HSA custodian or trustee that the Bank chooses in its sole discretion, or the Bank may pay your HSA to you in a single sum. If you hold HSA investments, the Bank will direct the liquidation of those investments if you have not done so between the time we provide you with notice and the time we transfer or close your HSA. Proceeds from your liquidated HSA investments will be transferred to your HSA Deposit Account. The Bank shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section.
- Notwithstanding the foregoing, the Bank may close your HSA without providing advance written notice if the Bank determines, in its sole discretion, that you have acted with gross negligence or willful misconduct. In this situation, the Bank may close your HSA and send you your account balance without advance notice. If you hold HSA investments, the Bank will direct liquidation of investments and will send the proceeds to you with your account balance. The Bank shall not be liable for any tax consequences you may incur that result from a distribution of your assets pursuant to this section.
- If you want to close your HSA, you should first liquidate any investments. Once proceeds of the liquidated investments are placed in your HSA Deposit Account, you may close your HSA. If you direct the Bank to close your HSA and have not liquidated your investments, you authorize the Bank to liquidate investments upon receipt of the account closure form. You understand that there may be a reasonable administrative delay in liquidating investments.

If this Agreement is terminated and your HSA is closed, the Bank may charge your HSA a reasonable amount of money that the Bank believes is necessary to cover any associated costs, including but not limited to any fees, expenses or taxes chargeable against your HSA.

As noted above, if your HSA is closed and the assets are not transferred to a successor custodian, the Bank may send the balance in your HSA by ordinary mail to your most recent address shown on the Bank's records.

Successors and Assigns

If the Bank (or any portion which includes the HSA) is bought by another organization, that organization shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization that is authorized to serve as an HSA trustee or custodian.

Miscellaneous

General

This Agreement constitutes the entire agreement between you and the Bank and supersedes prior oral or written representations, conditions, warranties, understandings, proposals, or agreements regarding your HSA and any Service. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Your Duties

You agree to provide the Bank with all information required by the Bank to enable the Bank to carry out its obligations as custodian, including the preparation of any report or return required to be filed by the Bank with the Internal Revenue Service (IRS).

No Legal/Tax Advice

You agree that all materials provided by the Bank in relation to this HSA are not legal, tax, investment, or other professional advice. The Bank cannot give you tax or legal advice on how establishing an HSA, contributing to an HSA, taking distributions or making rollovers or transfers to and/or from an HSA applies to your particular situation. You may wish to consult with an attorney or other qualified tax or investment professional about these matters. You alone are responsible for complying with the tax law rules, keeping sufficient records to demonstrate whether a distribution was made to pay or reimburse qualified medical expenses, and any tax consequences of this HSA.

Form of Ownership

An HSA is an individually-owned account.

Failure To Supply Signature

Your failure to sign a signature card (or other account related documentation) does not prevent the Bank, in its sole discretion, from treating you as the owner of that HSA, and the Bank is not liable to anyone else as a result.

Transferring An Interest In Your HSA

The benefits, rights, privileges, payments, proceeds, claims, or other interest of this HSA shall not be transferable.

Disclosure Of Information

Generally, absent your consent, the Bank will not disclose information about your HSA, but may do so under the following circumstances:

- To comply with a statute, regulation, or rule
- In connection with examinations by state and federal banking authorities
- To comply with any legal process, including, without limitation, a subpoena, search warrant, or other order of a government agency or court
- When the Bank determines that disclosure is necessary or appropriate in order to complete a transaction
- To verify the existence and condition of your HSA for a third party, such as a merchant or credit bureau
- To provide information to your legal representative or successor
- To report the involuntary closure of your HSA
- When the Bank concludes that disclosure is necessary to protect you, your HSA, or the interests of the Bank
- To agents, independent contractors, and other representatives of the Bank in connection with the servicing or processing of your HSA or account transactions, or similar purposes
- To its affiliated banks and companies
- If you give your permission

Additionally, if your employer has made this HSA available to you, you hereby authorize the Bank to provide information about this HSA to your employer and those acting on behalf of your employer, in connection with the establishment, maintenance, and closure of your HSA. You acknowledge that your employer and all others acting on behalf of your employer (if applicable), may also provide information to us on your behalf to establish and maintain your HSA.

Unclaimed Accounts, Dormancy Period and Escheat

If the Bank is made aware of your death and has not received notice from the personal representative of your estate or other appropriate party regarding your HSA within ninety (90) days after becoming aware of your death, the Bank may, without liability, sell assets in the investment portion of your HSA and, subject to applicable limitations, deposit the proceeds of such sale in the HSA Deposit Account until such time a disbursement is possible to the personal representative of your estate or other appropriate party.

The Bank considers your HSA dormant if, for a period specified under appropriate state law, there is no activity in your HSA. If your HSA is dormant, the Bank will continue to apply administrative and other fees, except as

provided under applicable law. Debit card privileges may also be blocked or terminated. If your HSA remains unclaimed by the personal representative of your estate or other appropriate party for a period specified under appropriate state law, the Bank is required to escheat the HSA funds, meaning the state considers the HSA funds unclaimed and the funds are delivered to the state. As allowed under the appropriate state law, the Bank may charge a fee for mailing an escheat notice. When your HSA funds are delivered to the state, your HSA is closed and no interest accrues. To recover funds delivered to the state, the personal representative of your estate, or other appropriate party, must file a claim with the state.

Uncashed Checks

If the Bank issues a check to you from your HSA funds and the check remains uncashed after 6 months following the issue date, the check may be reissued or the funds underlying the check may be recredited to your HSA and the original check will be dishonored upon presentment thereafter. If, however, your HSA is closed in the 6 months following the issuance of the original check, the Bank is required to escheat the funds underlying the uncashed check to the appropriate state after the escheat period has elapsed. As allowed under the appropriate state law, the Bank may charge a fee for mailing an escheat notice.

Laws Governing Your HSA

Your HSA is governed by the laws and regulations of the United States and, to the extent applicable, the laws of the state of Utah, without regard to conflicts of laws principles, or clearinghouse rules and the like.

The Bank and you agree that any lawsuits, claims, or other proceedings arising from or relating to your HSA or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award, shall be venued exclusively in the state or federal courts in the state whose laws govern your HSA (unless the Bank has notified you that your HSA will be assigned to a particular office, in which case it shall be venued exclusively in the state or federal courts located in the state in which that office is located), without regard to conflict of laws principles.

Contract Language

English is the controlling language of the relationship between you and the Bank. The Bank may translate its forms, disclosures, and advertisements into another language for your convenience. However, if there is a discrepancy between the Bank's English language materials and the materials in another language, the English language version is controlling, unless:

- The Bank otherwise agrees with you in writing
- The laws governing your HSA specifically provide for a different result

You agree to issue Paper Items in English. You further agree that the Bank will not be liable for any losses incurred if you do not comply with this restriction.

Credit Reports

You authorize the Bank to make any inquiries that it considers appropriate to determine if it should open and maintain your HSA. This may include ordering a credit (or other) report (e.g. information from any motor vehicle department or other state agency) on you.

Monitoring And Recording Communications

The Bank may monitor, record and retain telephone conversations, electronic messages, electronic records, and other data transmissions between you and the Bank at any time without further notice to anyone, unless further notice is otherwise required by the laws governing your HSA, and will have no liability for doing or failing to do so.

Reordering Checks

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling the Bank at the telephone number shown on your statement for your HSA. If you or a third party prints your checks, the Bank shall have no liability to you if the Bank is unable to process such checks by automated means.

Documents of Transfer/Conveyance

The Bank may make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any other instruments that may be necessary or appropriate to carry out its duties and powers as custodian.

Telephone Calls and Text Messages

You agree that the Bank may from time to time make telephone calls and send text messages to you in order for the Bank to:

- Service your HSA,
- Collect any amount you may owe, or
- Discuss the Bank's products and services with you

The ways the Bank may call you include using prerecorded/artificial voice messages and/or through the use of an automatic dialing device. The Bank may call you and send text messages to you at any telephone number you have provided to the Bank including mobile/cellular telephone numbers that could result in charges to you.

Acceptable Form Of Paper Items, Document And Image Quality

You agree to comply with the Bank's specifications for Paper Items, including, without limitation, paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on your Paper Items the Bank's name and address as directed by the Bank. Certain features (such as security features) of an original Paper Item issued by you or any Deposited Item may impair the image quality of a Substitute Check, purported Substitute Check, or electronic item, that the Bank or any third party creates from that Paper Item or Deposited Item. The Bank will not be liable for any claims, demands, judgments, or expenses (including attorney's fees and expenses) paid, suffered or incurred by you, and you will indemnify and hold the Bank and its Affiliates, officers, directors, employees, consultants, shareholders, and agents harmless from and against any claims, demands, judgments, or expenses (including attorney's fees and expenses) paid, suffered, or incurred by the Bank, arising directly or indirectly as a result of or in connection with the untimely return of any check you have issued as a result of, and any presentment-related problem resulting from, the failure of the check to conform in any respect to the Bank's specifications for Paper Items, including without limitation, failure to include the Bank's full name and address on the Paper Item.

Colorado State - Prior Consent Form

Colorado law requires Wells Fargo to offer you the option of signing a prior consent form. The signed prior consent permits Wells Fargo to release records of your accounts to the county department of social services or local law enforcement for the purpose of investigating known or suspected financial exploitation. Please contact HSA Customer Service at 1-866-884-7374 for a copy of the form.

Dispute Resolution Program: Arbitration Agreement

This section constitutes the Arbitration Agreement between you and the Bank.

Non-Judicial Resolution Of Disputes

If you have a dispute with the Bank, and you are not able to resolve the dispute informally, you and the Bank agree that upon demand by either you or the Bank, any dispute between or among you and the Bank, regardless of when it arose, shall be resolved by the following arbitration process. The Bank agrees however, not to initiate an arbitration proceeding solely to collect a consumer debt. You understand and agree that you and the Bank are each waiving the right to a jury trial or a trial before a judge in a public court.

Disputes

A dispute is any unresolved disagreement between or among you and the Bank (and its employees, officers, directors, attorneys, and other agents), arising out of or relating in any way to your HSA. It includes any dispute relating in any way to your HSA; to your use of any Bank location or facility; or to any means you may use to access the Bank, such as an Automated Teller Machine (ATM) or Health Account Manager. It includes claims based on broken promises or contracts, torts (injuries caused by negligent, or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Agreement. A dispute does not include a claim that may be filed in small claims court. If you have a dispute that is within the jurisdiction of the small claims court, you should file your claim there.

Binding Arbitration

Binding arbitration is a means of having an independent third party resolve a dispute without using the court system, judges, or juries. Either you or the Bank may require the submission of a dispute to binding arbitration at any reasonable time notwithstanding that a lawsuit or other proceeding has been commenced. If either you or the Bank fails to submit to binding arbitration following a lawful demand, the one who fails to submit bears all costs and expenses (including attorney's fees and expenses) incurred by the other compelling arbitration.

Neither you nor the Bank shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

If any provision of this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and this entire Arbitration Agreement shall be unenforceable. The Bank agrees, however, claims related to the validity or enforceability of this class waiver provision shall only be resolved by a court of competent jurisdiction.

Each arbitration, including the selection of the arbitrator shall be administered by the American Arbitration Association (AAA), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (excluding the Optional Procedures for Large, Complex Commercial Disputes) and the Optional Rules For Emergency Measures of Protection of the AAA ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement shall control. The Arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute.

You and the Bank each agree that in this relationship:

- You and the Bank are participating in transactions involving interstate commerce
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and the Bank about which the dispute arose

To find out how to initiate an arbitration, please call any office of the AAA or visit the AAA website at www.adr.org.

Rights Preserved

This Arbitration Agreement and the exercise of any of the rights you and the Bank have under this Arbitration Agreement do not stop you or the Bank from exercising any lawful rights to use other remedies available to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

Miscellaneous

You and the Bank each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment or partial summary judgment. The AAA, the arbitrators, you and the Bank, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this Arbitration Agreement, is completed within 180 days of filing the dispute with the AAA. These parties must not disclose the existence, content or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by the laws governing your HSA. This provision shall be liberally construed in order to ensure the enforcement of this Arbitration Agreement. Arbitration proceedings are conducted in the state whose laws govern your HSA or at a location determined by the AAA.

All statutes of limitations applicable to any dispute apply to any arbitration between you and the Bank. The provisions of this Arbitration Agreement shall survive termination, amendment, or expiration of your HSA relationship or the governing Agreement or any other relationship between you and the Bank. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If more than one arbitration agreement entered

into by you and the Bank is potentially applicable to a dispute, the one most directly related to the HSA or transaction that is the subject of the dispute shall control.

Fees And Expenses Of Arbitration

Arbitration fees shall be determined by the rules or procedures of AAA, unless limited by the laws governing your HSA. Please check with AAA to determine the fees applicable to any arbitration you may file. If the laws governing your HSA limit the amount of fees and expenses (including attorney's fees and expenses) to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with the laws governing your HSA, each party shall bear the expense of their own attorneys', experts', and witness' fees, regardless of which party prevails in the arbitration.

FACTS	What does Wells Fargo 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: <ul style="list-style-type: none"> • Social Security number and employment information • account balances and transaction history • credit history and investment experience
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 Wells Fargo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wells Fargo 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 — with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact 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	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

<p>To limit our sharing</p>	<ul style="list-style-type: none"> • Call 1-888-528-8460—our menu will prompt you through your choices • Online banking customers - log on to a secure session at wellsfargo.com, and choose “Change Privacy Preferences” under the “Account Services” tab. <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
<p>To limit direct marketing</p>	<ul style="list-style-type: none"> • To limit our direct marketing to you by mail or telephone, please call 1-888-528-8460, our menu will prompt you through your choices • Online banking customers - log on to a secure session at wellsfargo.com, and choose “Change Privacy Preferences” under the “Account Services” tab. <p>Please note: A Do Not Call election is effective for five years (or while you are an active consumer customer, if longer). The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys. If you have an assigned client manager or team, they may continue to contact you to assist you in managing your portfolio or account relationship.</p>
<p>Questions?</p>	<p>Call 1-800-TO-WELLS (1-800-869-3557) or go to wellsfargo.com/privacy_security</p>

Who we are	
<p>Who is providing this notice?</p>	<p>Wells Fargo U.S. companies that use Wells Fargo and Wachovia in their names and other companies listed in the Wells Fargo U.S. legal entities section.</p>

What we do	
<p>How does Wells Fargo protect my personal information?</p>	<p>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. For more information visit wellsfargo.com/privacy_security</p>
<p>How does Wells Fargo collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • open an account or make deposits or withdrawals from your accounts • apply for a loan or use your credit or debit card • seek advice about your investments <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

What we do (continued)	
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • 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 <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	<p>Your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., (including its divisions of Wachovia Bank and Wachovia Bank of Delaware), Wells Fargo Insurance, Inc., and Wells Fargo Advisors, L.L.C.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Wells Fargo does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Wells Fargo doesn't jointly market.

Other important information	
<p>Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.</p>	
<p>Do Not Call Policy. This Privacy Policy constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. No telemarketing calls will be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list.</p>	

Other important information (continued)

Nevada residents. We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the To limit direct marketing section. For more information contact us at 1-800-869-3557; nevadanoticeinfo@wellsfargo.com, or Wells Fargo, P.O. Box 5277, Sioux Falls, SD 57117-5277. Or contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; BCPINFO@ag.state.nv.us

Vermont: We automatically treat customers with a Vermont mailing address as having limited sharing with our affiliates as provided on page one.

Trust accounts for which Wells Fargo is the trustee are protected under special rules of confidentiality. Trust account information is not shared for marketing purposes without specific consent.

Wells Fargo Advisors Financial Advisors: If your financial advisor's affiliation with Wells Fargo Advisors ends and they join a non-affiliated securities broker-dealer, your financial advisor may be permitted to use limited information to contact you to join their new firm, as a usual means to continue to service and maintain your accounts. The information they may use is limited to your name, address, email address, phone number and account title.

Wells Fargo U.S. legal entities covered by this notice

Wells Fargo U.S. banks and companies with "Wells Fargo" or "Wachovia" in their names, including Wachovia Bank and Wachovia Bank of Delaware, divisions of Wells Fargo Bank, N.A., as well as: Wells Fargo Advisors, LLC; Wells Fargo Bank, N.A. doing business as Flatiron Capital; American Mortgage Network, LLC, doing business as Vertice.

This Privacy Disclosure also describes the privacy practices of First Clearing, LLC ("First Clearing"), which is an affiliated clearing firm of Wells Fargo Advisors, LLC. First Clearing does not market to holders of accounts carried by First Clearing or provide information regarding such accounts or regarding your creditworthiness to other Wells Fargo or Wachovia companies for their own marketing or everyday business purposes, and the choices in this notice do not apply to First Clearing.

The following legal entities are not covered by this notice and have separate privacy notices:

- any non-bank company with "Wells Fargo Financial" in its name
- Wells Fargo Financial National Bank
- the Wells Fargo Advantage Funds
- Wells Fargo Advisors Financial Network, LLC
- any insurance company, insurance agency, or insurance brokerage or other company, which has its own privacy disclosures

