

ASSOCIATED BANK HEALTH SAVINGS ACCOUNT PLUS CUSTODIAL AGREEMENT

Overview

Thank you for choosing Associated Bank for your Health Savings Account (HSA). Your HSA is a tax-advantaged account that is to be used only for paying or reimbursing qualified medical expenses. The attached Custodial Agreement provides important details about your account and the legal obligations you have as an account holder, and that we have as the custodian of your account. This summary page provides a quick overview of what is contained in the agreement. Please note that **you should read the entire Custodial Agreement carefully**, and consult with your legal and/or tax advisor if you have questions or concerns.

Contributions & Distributions (page 2)

- Contributions to your HSA are subject to limits each year.
- Distributions from your HSA must be for qualified medical expenses.
- Internal Revenue Service (IRS) Code Section 223 and other sections specify how you can use your HSA.

Investment Options (page 8)

- When you have at least \$1,000 in your HSA, you can choose to put amounts over that in HSA investments.
- You can set ‘threshold’ limits that will automatically transfer funds to and from your HSA investments.
- Unlike your HSA deposits, HSA investments are not FDIC insured.

Responsibilities, Agents, Beneficiaries, Account Changes (page 11)

- You are responsible for understanding the terms and conditions of your HSA, for how you use it, and for frequently reviewing your statements and other HSA related information.
- You can designate an agent/representative with authority to transact on your HSA but we may limit their access to your account to help protect you.

- It is important to keep your account information, including beneficiaries, up-to-date, and to monitor your account transactions to ensure accuracy.

Tax Consequences (page 15)

- There are tax implications for contributions, earnings, and distributions from your HSA.
- You should consult your tax and/or legal advisor for advice regarding your HSA.

Dispute Resolution (page 16)

- If there are any disputes about claims with your HSA, both you and the bank agree to use arbitration to resolve them.

Privacy, Information Sharing, Miscellaneous (page 19)

- We may share information about your HSA in certain situations, such as to resolve errors or investigate fraud.
- You should review our privacy policy at least once a year.
- You are solely responsible for any tax consequences of distributions from your HSA.

Associated Bank Health Savings Account Plus Custodial Agreement

A health savings account (“HSA”), as defined in the Internal Revenue Code (“Code”) Section 223(d), is a tax-deductible savings account that is used in conjunction with an HSA-qualified high-deductible health insurance plan (“HDHP”)¹. You are responsible for determining whether or not you qualify for an HSA. We may (but are not required to) request proof that you qualify for an HSA. When used herein, the words “customer,” “you,” and “yours” refer to the individual who owns and is titled on the HSA, and anyone else with the authority to deposit, withdraw or exercise control over funds in the HSA. “We,” “us,” “our,” “the Bank,” “Associated,” or “Custodian” refer to Associated Bank, N.A.

Your HSA is governed by the provisions set forth in this Health Savings Account Custodial Agreement (“Agreement”), and by the following, each of which is defined in Article XI and incorporated by reference: (a) your HSA Application, (b) the Portal Agreement, (c) the HSA Card Agreement, (d) the Mobile Banking Agreement, (e) applicable interest rate schedules and the HSA Fee Schedule, (f) additional terms and conditions expressed in any other applicable documentation governing your HSA, and (g) by applicable

¹ Generally, a HDHP is a health plan that provides significant benefits and satisfies certain requirements with respect to deductibles and out-of-pocket expenses. In 2017, a HDHP is a plan with a minimum annual deductible of \$1,300 for self-only coverage and \$2,600 for family coverage, and an out-of-pocket expense limit of \$6,550 for self-only coverage and \$13,100 for family coverage. These limits are subject to annual cost of living adjustments in the future.

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clearinghouse rules, federal laws and regulations (in each case to the extent that such have not been varied by this Agreement) and state laws to the extent not preempted by federal law. We have internal policies and procedures that are only for our own purposes. Such policies and procedures do not impose on the Bank a higher or different standard of care than would otherwise apply by law or as is set forth in this Agreement absent such policies or procedures.

By opening and maintaining an HSA with us, you agree to be bound by the terms of this Agreement and any amendments hereto as well as the other above-referenced applicable documents. Use of your HSA binds you to the terms and conditions of this Agreement. **YOU SHOULD READ THIS ENTIRE AGREEMENT CAREFULLY.**

This HSA is exclusively for the purpose of paying or reimbursing qualified medical expenses for you, your spouse, and your dependents. You represent that, unless your HSA is used solely to make rollover contributions, you are eligible to contribute to this HSA; specifically, that you: (1) are covered under a HDHP; (2) are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) are not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.

With regard to your HSA, we will serve as the Custodian, as defined in Section 223(d)(1) of the Code. We have entered into a HSA Investment Administration and Sub-Custodial Services Agreement with Healthcare Bank, a division of Bell Bank ("HCB" or "Sub-Custodian"). We have also entered into a WEX Health® Services Agreement with WEX Health, Inc. ("WEX"), pursuant to which WEX will provide various administrative and support services for your HSA, including facilitating the HSA Online Banking Portal, as described more fully in the Portal Agreement, as defined below.

Additional Guidance. It is in your best interest to seek the guidance of a tax or legal professional before completing any HSA establishment documents. Your first reference for questions concerning your HSA should be the Code Section 223, other relevant Code sections, and all additional guidance from the Internal Revenue Service ("IRS"); IRS publications that include information about HSAs; any additional provisions or amendments to such documents; and this Agreement. For more information, you can also refer to the instructions to your federal income tax return, your local IRS office, or the IRS's website at www.irs.gov.

By establishing and maintaining an HSA with us, you and Associated agree as follows:

Article I - Contributions

1.1 We will accept cash contributions for the tax year made by you or on your behalf (by an employer, family member, or any other person). As described in Article III, you will be responsible for monitoring compliance with applicable contribution limits.

1.2 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).

1.3 Rollover or transfer contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this Agreement) are permitted subject to applicable rules.

1.4 Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.

1.5 Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

1.6 Deposits will be considered made when received and processed by us. Please see section 11.3(d) for details.

1.7 At any time and without restrictions (other than the qualifying rollover guidelines), you may transfer or rollover your HSA balance to another custodian.

Article II - Contribution Limit

2.1 Contributions to your HSA are subject to a maximum annual limit, based on whether you have elected single or family coverage under your HDHP. For calendar year the maximum annual contribution limits are available at www.irs.gov/irs or by calling our HSA Plus consumer care at 800-270-7719. These limits are subject to annual cost-of-living adjustments.

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

2.3 An additional \$1,000 catch-up contribution may be made for an account owner who is age 55 or older and not enrolled in Medicare.

2.4 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.

Article III - Excess Contributions

It is your responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA or any combination of your HSAs exceed the maximum annual contribution limit, you shall remove the excess contributions. It is your responsibility to request in a timely manner the withdrawal of the excess contribution and any net income attributable to such excess contribution. Regardless of which year excess contributions

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were made, a withdrawal of excess contributions will be reported as having occurred in the tax year of such withdrawal. We bear no responsibility if an excess contribution is made.

Article IV - Nonforfeitable

Your interest in the balance in this HSA is nonforfeitable.

Article V - Prohibitions

5.1 No part of the custodial funds in your HSA may be invested in life insurance contracts or in collectibles as defined in Code Section 408(m).

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

5.3 Neither you nor the Bank will engage in any prohibited transaction with respect to this HSA (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Code Section 4975).

Article VI - Distributions

6.1 Distributions of funds from this HSA may be made upon your direction.

6.2 Distributions from this HSA that is used exclusively to pay or reimburse qualified medical expenses of you, your spouse, or your 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 (20%) tax on that amount. The additional 20% tax does not apply if the distribution is made after your death, disability, or reaching age 65.

6.3 We are not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. You are solely responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

Article VII - Disposition of HSA

7.1 If you die before the entire interest in your HSA is distributed, the entire balance will be disposed of as follows:

- (a) If the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of death.
- (b) If the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of death.
- (c) If the beneficiary is your estate, the fair market value of the HSA as of the date of death is taxable on your final tax return. For other beneficiaries, the fair market value

of the HSA is taxable to that person in the tax year that includes such date.

Article VIII - Provision of Information

8.1 You agree to provide us with information necessary for the Custodian, Sub-Custodian or WEX to prepare any report or return required by the IRS.

8.2 We agree to prepare and submit, or work with the Sub-Custodian and/or WEX to prepare and submit any report or return as prescribed by the IRS.

Article IX - Controlling Provisions

Any additional article in this Agreement that is inconsistent with Code Section 223 or IRS published guidance will be void.

Article X - Amendment

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear below.

Article XI - Other Provisions

11.1 Definitions. Terms not defined elsewhere herein shall have the meanings set forth below.

- (a) "Business Day" means Monday through Friday, during business hours (Central) and excluding federal holidays and the day after Thanksgiving, with the exception of Washington's Birthday (commonly referred to as Presidents Day) or Columbus Day which fall on a Monday through Friday.
- (b) "Card" means a magnetically encoded card issued by the Bank that provides electronic access to your HSA.
- (c) "HSA Card Agreement" means the Associated Bank HSA Plus Mastercard® Debit Card/ATM Cardholder Agreement.
- (d) "HSA Fee Schedule" means the Associated Bank HSA Plus Fee Schedule, which will be made available by us and is incorporated into this Agreement and contains the fees and charges that apply to your HSA, and any other fee schedule that may be in effect from time to time.
- (e) "Party" means a person who, by the terms of the HSA, has a present right, subject to request, to payment from the HSA other than as an agent. Unless the HSA documentation indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party.

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- (f) "Portal" shall have the meaning set forth in the Terms and Conditions for the HSA Plus Online Banking Portal.
- (g) "Portal Agreement" means the Terms and Conditions for the HSA Plus Online Banking Portal, which will be made available to you upon first logging into the Portal.
- (h) "Qualified Expense" means an expense that qualifies for reimbursement under the rules applicable to HSAs.
- (i) "State laws" refers to the laws of the state where you reside if you reside in Wisconsin, Illinois or Minnesota. If you reside outside one of these three states, "state law" refers to Wisconsin law (in each case, without regard to state conflicts of law principles).

11.2 Information Collected at Account Opening, Tax Certification, and Credit Report.

- (a) Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.
- (b) Federal Tax Identification Number. Federal law requires U.S. person(s) to provide their Social Security Number (SSN) at the time of account opening. We reserve the right to refuse to accept your initial contribution, pay interest on the balance, permit withdrawals, or close your account and return the balance to you if you have not provided and certified your SSN to us. We are not responsible for any tax consequences resulting from the closing of your account. Interest paid prior to receipt of your certified SSN will be subject to backup withholding under IRS regulations. You must certify that the SSN you have provided is correct and that you are not subject to backup withholding. For non-U.S. person(s), documentation, including a W-8 form, is required. If you have questions regarding your tax status, ask your tax advisor or legal counsel.
- (c) Credit Report. You authorize us to request and obtain a credit report(s) about you from one or more credit reporting agencies for our review of your Account application, for periodically reviewing your HSA or for any other permissible business purpose.

11.3 Contributions, Withdrawals, Account Operation. The following expands upon Articles II, III and V.

- (a) Ways to Make Contributions. There are two categories of contributions: employer contributions and customer contributions. To create, modify, or terminate employer contributions, please contact your employer.

You may make contributions, up to the maximum limit defined in Article II, in the following ways:

- (1) Via ACH (Automated Clearing House) Transactions:
 - You can initiate an ACH contribution by going to the Portal or Mobile App.
 - You can also initiate an ACH contribution through the financial institution that holds your other bank accounts by providing our routing number and your HSA number.
- (2) By completing the HSA Contribution Form, following the Form's instructions, and enclosing a check:
 - The form is available at AssociatedBank.com and the Portal, or you may call our Customer Care department at 800-270-7719 to have a form mailed to you.
 - If you are enrolled via your employer, the form may also be available on your employer's intranet site.
- (3) Via Phone:
 - By calling our Customer Care department at 800-270-7719, Monday – Friday 7:00am to 7:00 pm
 - You do not need to sign a written authorization to use our telephone service. Your telephone call is the only authorization we need.
- (b) Limitations on Contributions. In addition to other limitations included elsewhere in this Agreement, the following are specific limits on contributions.
 - (1) Jointly-owned HSAs are not permitted by law. Because this HSA is an individually owned account, spouses cannot make contributions.
 - (2) Additionally, contributions cannot be made in our branches. If you attempt to make a contribution in a branch, you will be redirected to one of the methods outlined herein.
- (c) Timing of Contributions. Contributions must be made for a calendar year no later than the due date for filing the taxpayer's Federal Income Tax Return (excluding extensions). For example, if you are a calendar year taxpayer and you make your HSA contribution on or before April 15th, your contribution is considered to have been made for the previous tax year if you designated it as such. Contributions for the taxable year can be made in one or more payments, and the maximum contribution may be made on the first day of the year.
- (d) Availability of Contributions.
 - (1) Employer Contributions or payroll deductions will be available within two to three Business Days after the employer has initiated the contribution or deduction from payroll.
 - (2) Customer Contributions made via ACH and phone are available the next Business Day if received by us

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before 2:00 PM Central Time. If they are received after 2:00 PM, they will be available the following Business Day.

- (3) Contributions received via the HSA Contribution Form will be available within two (2) Business Days from when we receive it at the address designated on the Form and process the Contribution.
- (e) Collectability of a Contribution. Credits for deposits, received in any of the above-referenced manners, are provisional until we receive final settlement of funds. If we do not receive settlement or payment, you must refund to us the amount credited to you or we may charge your HSA for such amount. If a problem develops in collecting a check or item deposited to your HSA, you are responsible for any fees or charges we may incur when trying to obtain payment for you. We may refuse to accept a contribution, limit the amount of a contribution accepted and/or return some or all of a contribution by giving you notice as provided herein. If a check you use to make a contribution to your account becomes lost in the collection process, we will not be liable and may deduct the amount of the lost check from your HSA. You agree to replace any item lost in the collection process. In processing incoming funds transfers from other financial institutions, we rely on the account number provided by the financial institution or other party who sent the funds transfers. We have no duty to determine if the account information provided is accurate and will not be liable to you for any errors in crediting funds transfers due to incorrect account information provided by the sender. We reserve the right, in our sole discretion, to refuse to accept for deposit any item which does not bear a proper endorsement.
- (f) Distributions and Ability to Withdraw Funds. Distributions may only be for Qualified Medical Expenses and we are not responsible for determining whether the distribution meets the requirements of a Qualified Medical Expense. You are solely responsible for determining whether disbursements or withdrawals are appropriate under applicable HSA rules. We are not liable for any penalties or taxes related to inappropriate distributions or withdrawals. While we are not responsible for restricting HSA distributions to the payment or reimbursement of Qualified Medical Expenses, we may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on the frequency and/or the minimum amount of distributions from an HSA.
- (g) Ways to Disburse Funds. Distributions can be initiated by you at any time subject to system availability, processing and funds availability. For transactions using your Card, all provisions of the HSA Card Agreement shall apply in addition to the terms of this Agreement. Distributions can be made in the following ways:
- (1) Point of Sale Transactions. By using your Card at qualifying merchants either with signature or PIN, funds are debited from your HSA. You do not need to, but may, use your PIN for these transactions. Never give your PIN to a merchant. You should input the PIN yourself. You may also be required to sign instead. For security reasons, there are daily limits on the number of transactions you can conduct using a card.
 - (2) Withdrawing funds at an ATM using your Card. Withdrawals from an ATM are subject to the limits as disclosed in the HSA Fee Schedule. Maximum daily ATM withdrawal limits are determined by us and may vary by customer. For security reasons, there are daily limits on the number of withdrawals you can make using a Card.
 - (3) Initiating a pre-authorized transfer via Bill Pay or check request through the Portal or Mobile App to pay a provider, merchant or yourself.
 - (4) Initiating an ACH transfer by submitting the required information through the Portal or Mobile App.
 - (5) Authorizing a direct debit by providing your HSA account number and routing number to the provider or merchant.
 - (6) Via Phone. By calling our Customer Care department at 800-270-7719, Monday – Friday 7:00 am to 7:00 pm You do not need to sign a written authorization to use the Bank's telephone service. Your telephone call is the only authorization we need.
 - (7) Completing the HSA Distribution Request Form:
 - The form is available at AssociatedBank.com and the Portal, or you may call our Customer Care department at 800-270-7719 to have a form mailed to you.
 - If you are enrolled via your employer, the form may also be available on your employer's intranet site.
 - (h) Stop Payment, Transfer Reversal Requests, Recurring Payments.
 - (1) Our ability to stop a payment or reverse a transfer request will depend on the payment or transfer method and whether or not the payment has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment or reverse a transfer that has already been processed, you must contact our HSA Plus Customer Care Center at 800-270-7719. Although we will make every effort to accommodate your request and to recover funds after a payment or transfer has been processed, we will have no liability for failing to do so. We may also require you to present your request in writing

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within fourteen (14) days. We may charge you for each stop payment request and, if so, the current charge for such service will be as set out in the fee schedule applicable to your HSA.

- (2) If you have set up recurring payments through one of the above-mentioned methods, you may contact us via the methods included in Section 11.9 of this Agreement to stop or alter any of these payments. You must contact us within a reasonable time period that will allow us to act upon your request. If you have given your Card information or HSA information to a merchant or provider directly, you must cancel this service with the merchant.

(i) Limitations on Disbursement Requests.

- (1) In addition to other limitations included elsewhere in this Agreement, the following are specific limits on distributions or withdrawals.
- (2) Distributions cannot be made in branches.
- (3) We may refuse any disbursement request that you attempt by a method we do not expressly permit; is not on a Bank-approved form; or if we suspect the disbursement is not authorized.
- (4) Investment assets must be transferred back into your HSA Cash Balance, as defined in Section 11.4, prior to withdrawal.
- (5) ATM access may be subject to market area. You agree to pay fees associated with the use of an ATM or Debit Card, as disclosed in the HSA Fee Schedule or HSA Card Agreement. Fees for ATM or Debit Card use or annual charges will be deducted from your HSA. If you use an ATM other than an Associated Bank ATM, you may be subject to fees imposed by the ATM operator.
- (6) We reserve the right to limit the frequency and dollar amount of withdrawals.

(j) Liability for Failure to Make Distributions and Exceptions. If we do not complete a disbursement on time or in the correct amount, according to our Agreement with you, we will be liable only for your actual losses or damages. We will not be liable for such failures in the event:

- (1) If, through no fault of ours, you do not have sufficient funds in your HSA to process the transactions;
- (2) For personal injury or tangible property damage suffered or incurred by you through use or attempted use of the Card at any terminal;
- (3) For consequential damages;
- (4) If the ATM from which you are making a cash withdrawal does not have sufficient cash to complete the transaction;

- (5) If the ATM or the system was not working properly and you were aware of it when you initiated the transaction;
- (6) If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken;
- (7) If access to your HSA has been blocked because your information was compromised or your Card was reported as lost or stolen, or due to misconduct in the use of your Card or HSA;
- (8) If you attempt to use your Card or HSA for an expense that is not permitted by IRS rules applicable to your HSA; or
- (9) If there is a hold on the funds in your HSA, a court order, other legal or administrative process, or other encumbrance restricting your use of the HSA prevents us from completing a transaction. There may be other exceptions to liability stated in other agreements you may have with us.

(k) Impact of Disbursement on Funds Availability.

Disbursement requests for Point of Sale Transactions and ATM Withdrawals will be immediately taken from your HSA upon receipt from merchant.

Disbursement requests initiated through the Portal via Bill Pay or ACH Transfer, if received before 2:00 PM Central Time, will be taken from your HSA the next Business Day. If received after 2:00 PM Central Time, it will be taken from your HSA the following Business Day.

Direct debit disbursement requests submitted by providers/merchants/financial institutions will be taken from your HSA one to two Business Days after we receive the request.

Disbursement Requests made via the HSA Distribution Request Form will be taken from your HSA one to two Business Days after we receive the form and accompanying check at the address designated on the Form.

(l) Funds Unavailability, Overdrafts, and Returned Items.

If you do not have enough available funds in your HSA to cover a Disbursement Request, we will generally decline the transaction. There may be instances where your account overdrafts. While you will not be charged a fee in the event your account overdrafts, you are responsible for bringing your account to a positive balance. You will reimburse us for any attorneys' fees and other costs we incur in attempting to collect the amount of any overdraft balance from you, and we may report the facts concerning any unpaid overdraft amount owed by you to any credit reporting agency.

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If an item is returned to us as unpaid for any reason, you are responsible for the amount of the item. You agree that any item you deposit that is returned due to a missing endorsement may be re-processed by us at our discretion and without notice to you if the form of endorsement required may be supplied by us.

We may, at our option, notify you if an item has been returned unpaid. If you authorize us to redeposit the item on your behalf, you waive any right to receive a written notice if it is returned unpaid again for any reason. If we provide you written notice within five days that a check has been returned unpaid, you agree our notice is timely.

- (m) **Funds Transfers for Contributions and Distributions.** You authorize us to initiate automated credit entries to your HSA and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to your HSA. With respect to such entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and applicable state Automated Clearinghouse Association (“ACH Rules”). Automated credit entries made to your HSA are provisional under the ACH Rules until we have received final settlement or otherwise have received payment, and we are entitled to a refund of the amount credited to your HSA if such settlement or payment is not received by us. Pursuant to the ACH Rules and Article 4A of the Uniform Commercial Code, other than posting the payment order to your HSA, you are hereby notified that we will not notify you of the acceptance of a payment order to your HSA.
- (n) **Transfers from Other Accounts and Rollover Contributions.** In certain circumstances and subject to applicable law, you are able to transfer funds or rollover contributions from other HSA, MSA, or IRAs. You are responsible for ensuring that your transfers and rollovers are permissible under the law. We bear no responsibility.
- (o) **Account Charges.** You may be subject to certain charges in connection with your HSA, including, but not limited to, those set forth in the HSA Fee Schedule (“Account Charges”). We may change these Account Charges from time to time. We are authorized to immediately debit your HSA for these Account Charges.
- You agree to reimburse us for any expenses we incur in connection with any attachment, garnishment, levy, subpoena, adverse claim (see Section 11.12(e) of this Agreement) or other legal process related to your HSA. Such expenses include, without limitation, research, administrative and legal costs, and to the extent not prohibited by law, outside counsel and in-house counsel attorneys’ fees. Any such expenses become immediately due and payable when incurred and may be charged to or setoff against your HSA. Our right of setoff for the standard fees for processing legal documents accrues

beginning at the time we are served with such process. You agree that any and all amounts you owe to us may be charged to your HSA regardless of the source of the funds, including, but not limited to, Social Security and veterans’ benefits.

To the extent that you direct investment of your HSA in mutual funds, in accordance with the Agreement and related procedures, balances invested in those mutual funds are subject to investment fees and other charges and expenses as described by the applicable prospectuses. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

- (p) **Dormant/Abandoned Accounts.** We consider an HSA dormant if for a period of 36 months, there are no customer-initiated transactions. Additionally, if your HSA remains at a \$0 balance for 13 consecutive months and there are no customer-initiated transactions, we consider your HSA dormant and will close your account immediately. Dormant accounts are subject to applicable state Unclaimed Property Acts. We will attempt to contact you at the last address we have on our records prior to remitting any funds to the state (if your HSA is considered abandoned as defined by applicable state law).
- (q) **Closing Your Account.** Either you or Associated Bank may decide to close your HSA at any time, subject to the terms of this Agreement. Upon account closure, a final statement will be made for your HSA at the time your next regular statement is due. All items presented to us after your HSA is closed will be returned unpaid.
- We reserve the right, in our sole discretion, to refuse to open an account or to accept additional contributions for any existing account. We also reserve the right, in our sole discretion, to discontinue, limit, or alter the methods of accepting or requesting contributions and distributions.
- We will not be liable for any tax consequences you may incur as a result of an HSA closure pursuant to this section.
- (r) **Interest.** Interest rates and Annual Percentage Yields (APYs) are published on our rate sheet, available online, or at Associated Bank branches. Specific interest rate information on your account will be provided prior to opening an interest-bearing account. Interest rates and APYs on interest-bearing Health Savings Accounts are variable, may vary by market and may change at our discretion. Interest is calculated using the daily balance method. We will apply the current interest rate to the average daily balance in your HSA Cash Balance and credit interest to your HSA Cash Balance monthly. Interest begins to accrue no later than the Business

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Day we receive credit for the deposit of non-cash items. Fees applied to your HSA may affect your earnings. For current rates, contact us, view online, or visit an Associated Bank branch location. If you close your account before the last day of the month, no interest is paid for that month.

- (s) **Account Statements.** Periodic statements are sent on a monthly basis and they cycle on the last day of each month. If you use the Portal, you will receive an e-statement. If you would prefer paper statements mailed to you, you may notify us of this preference by electing the option in the Portal or calling our Customer Care department at 800-270-7719. If you do not use the Portal, paper statements will be mailed to you at your address of record.
- (t) **Resignation, Assignment, and Removal of Custodian.**
- (1) **Resignation of Custodian.** We may resign as custodian at any time by giving you at least thirty (30) days' written notice. We may resign and appoint a successor custodian to serve under this Agreement or under another governing instrument selected by the successor. You shall then have thirty (30) days from the date of such notice to either request a complete distribution of your HSA balance or designate a different successor custodian. If you do not request distribution of the HSA or designate a different successor within such thirty (30) days, you shall be deemed to have consented to the appointment of the successor custodian and the terms of any new governing instrument. Neither you nor the successor shall be required to execute any written document to complete the transfer of your HSA to the successor custodian. The successor custodian may rely on any information, including beneficiary designations, previously provided by you.

We may also resign and elect not to appoint a successor custodian. In that instance, we shall distribute the assets of your HSA to you (or designated beneficiary if you have died). We will not be liable for any action or failure to act the part of any successor custodian, nor for any tax consequences you may incur that result from the transfer or distribution of the assets in the HSA pursuant to this section.

- (2) **Removal of Custodian.** You may, at any time, remove us as Custodian and replace us with a successor custodian of your choice by giving us thirty (30) days' written notice. In such event, we shall then deliver the assets of the HSA in accordance with your instructions. However, we may retain a portion of the assets of the HSA as a reserve for payment of any anticipated remaining fees and expenses and shall pay over any remainder of this reserve to the

successor custodian upon satisfaction of such fees and expenses.

- (3) **Assignment by Custodian.** As Custodian, we reserve the right to assign your HSA without your prior consent, provided that such assignee is qualified under the Code to be an HSA custodian. We will notify you if your HSA is assigned to another custodian. If we change our name, reorganize, merge with another organization, or come under the control of any governmental agency, or if we are bought by another organization, that organization or agency shall automatically become the custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA custodian under the Code. If the new entity is not qualified to be an HSA custodian, the HSA will be terminated effective as of the date the new entity takes control and all funds in your HSA will be distributed in accordance with the termination provisions set forth herein.

- (u) **Authorization.** You have authorized electronic debit and credit entries, if applicable, to your designated checking, money market, or savings account. You have also authorized adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this Agreement.

11.4 How Your HSA Operates and Investment Options. When you accumulate a \$1,000 minimum balance in your HSA, you have the option to invest a portion of your account in various mutual funds, which our RIA (as defined below) has made available to you.

- (a) The following defined terms are used to explain how the investment option works. As used herein, the term:
- “Menu of Investment Options” means the standard offering of mutual funds, as selected and monitored by Kellogg Asset Management, LLC, which is a registered investment advisor (“RIA”).
- “HSA Cash Balance” means balances that have not been directed to a mutual fund investment.
- “HSA Cash Balance Threshold” or “Threshold” means the maximum HSA Cash Balance that you have established, above which funds are swept into your HSA Investment Balance. When your HSA Cash Balance is less than your established Threshold, then a portion of your HSA Investment Balance will be liquidated and the funds will be swept back to restore your HSA Cash Balance to the Threshold that you have established for your HSA.
- “HSA Investment Balance” means the amount in your HSA which has been swept from your HSA Cash Balance and allocated to the investment options you have elected. You have the ability to invest these dollars into a variety of investment funds. Funds in the HSA Investment

ASSOCIATED BANK HEALTH SAVINGS ACCOUNT PLUS CUSTODIAL AGREEMENT (CONT.)

Balance are no longer insured by the Federal Deposit Insurance Corporation (FDIC).

Your HSA funds can be held in either an HSA Cash Balance or in an HSA Investment Balance. All contributions to your HSA are deposited to your HSA Cash Balance, and all distributions are made from your HSA Cash Balance. Your HSA Cash Balance will be insured by the FDIC up to \$250,000, subject to the maximum coverage limits pursuant to FDIC insurance coverage rules. If you have other deposit accounts with us in addition to your HSA, then the coverage available for your HSA may be less. For information about FDIC insurance coverage, see the "Your Insured Deposits" information at FDIC's website: <http://www.fdic.gov/deposit/deposits/insured/>.

When your HSA Cash Balance meets or exceeds your HSA Cash Balance Threshold, if applicable, then we will transfer funds from your HSA Cash Balance to your HSA Investment Balance in any amount of \$100 or more, and invest these funds in the mutual fund(s) you have designated in such allocation as you have directed. If you have not designated one or more mutual funds as investment choices, then any funds that are transferred from your HSA Cash Balance to your HSA Investment Balance will be invested in a default mutual fund selected by us.

When distributions from your HSA cause your HSA Cash Balance to fall below the Threshold, we will automatically sweep all or a portion of the funds from your HSA Investment Balance, depending on the amount needed to restore the Threshold, to your HSA Cash Balance. Funds will not sweep from your HSA Investment Balance to your HSA Cash Balance in any amount less than a \$100. For example, if your HSA Cash Balance Threshold is \$1,000 and you have \$925 in your HSA Cash Balance, then no transfer will be initiated. However, if you have \$875 HSA Cash Balance, a transfer will be initiated from your HSA Investment Balance in the amount of \$125 to bring your Cash Balance to the \$1,000 HSA Cash Balance Threshold. Funds swept out of your HSA Investment Balance are liquidated in the same proportion as your then current investment holdings. Funds will not be available for distribution in your HSA Cash Balance until the liquidation of investments is processed and the sweep out of your HSA Investment Balance is completed.

- (b) HSA Investment Options. HSA investment options include shares or participations of one or more investment companies as defined in the Investment Company Act of 1940, as amended. Such funds are often referred to as "mutual funds". Mutual funds for the Menu of Investment Options shall be selected by the RIA. Mutual funds made available as HSA investment options may include funds for which the RIA serves as

investment advisor, custodian, and/or distributor, and receives compensation for such services, as disclosed in the current prospectus for such mutual fund. The RIA may also provide administrative, shareholder, or sub transfer agency services, for other mutual funds that are available as HSA investment options, and the RIA may receive compensation from third parties for those services, as disclosed in the current prospectus for such mutual fund or as disclosed by us from time to time. All dividends, including capital gain distributions, paid on mutual fund shares shall be reinvested in full and fractional shares of the mutual fund paying the distribution in the manner specified in the prospectus of the mutual fund. We will exercise all conversion, subscription, voting and other rights pertaining to any securities held in your HSA, if applicable. Unless you make changes, your investment allocations will remain in effect and be applied to both current and future contributions to your HSA.

You have exclusive responsibility for and control over the investment of the funds in your HSA. All transactions are subject to any and all restrictions or limitations, direct or indirect, which are imposed by our charter, articles of incorporation, or bylaws; any and all applicable federal and state laws and regulations; the rules, regulations, customs and usages of any exchange, market or clearing house where the transaction is executed; our policies and practices; and this agreement. We shall have no discretion to direct any investment in your HSA. We assume no responsibility for rendering investment advice with respect to your HSA, nor will we offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA. In the absence of instructions from you (as delivered through designations you make in the Portal or such other means we elect to make available to you), or if your instructions are not otherwise in a form acceptable to us, we shall have the right to hold HSA funds in the HSA Cash Balance, and shall have no responsibility to hold these amounts in anything other than the interest bearing HSA Cash Balance unless and until directed by you. We will exercise the voting rights and other shareholder rights with respect to investments in your HSA Investment Balance. You will select the type of investment for your HSA Investment Balance. Your selection of investments shall be limited to those types of investments that we are authorized by our charter, articles of incorporation or bylaws to make available and do in fact make available for investment. The RIA may, in its sole discretion, make available to you, additional investment offerings, which shall be limited to mutual funds, money market instruments and other investments that we and the RIA are capable of holding in the ordinary course of business.

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Mutual funds that are made available as HSA investment options may change from time to time. The RIA will provide you with reasonable advance notice of such changes and give you the opportunity to change your investment allocations accordingly. If a mutual fund is eliminated as an HSA investment option and you do not instruct us to redirect your current investment balance, you authorize and direct us to liquidate that portion of your HSA Investment Balance invested in the eliminated mutual fund and transfer those funds to the default Dodge and Cox balance fund. If you have not redirected your investment allocation as it relates to future contributions, future contributions that would have been allocated to the eliminated mutual fund will instead be invested in such default mutual fund as may be identified by us from time to time. You may direct us to liquidate all or a portion of the mutual fund shares held in your HSA and to invest the proceeds in any other available mutual funds, subject, however, to the applicable terms and conditions of the prospectus for each mutual fund involved.

All or some mutual funds (their managers, servicing agents, advisors, distributors or other affiliates) that may be held in your HSA Investment Balance may pay, directly or indirectly, as administrative expenses of the mutual fund, pursuant to a written plan described in Securities and Exchange Commission Rule 12b 1, or in another manner, fees or other compensation to the Custodian or its affiliates in recognition of shareholder services and recordkeeping services provided ("12b 1 and STA fees"). The Custodian shall transfer 12b 1 and STA fees it receives to the RIA as compensation for investment advisory services provided by the RIA to us in the selection and monitoring of mutual funds made available in the Menu of Investment Options. Such 12b 1 and STA fees or other compensation are described in the prospectus or other disclosure materials made available to you. Administrative and management fees for your HSA Investment Balance would otherwise be higher if 12b 1 and STA fees were not payable to the RIA or its affiliates.

Some mutual funds may charge a redemption fee. Redemption fees, if any, will be charged to your HSA Investment Balance. You cannot reimburse your HSA for redemption fees. For further information on redemption fees, please see the mutual fund prospectus.

The value of your HSA Investment Balance and the growth in value of the HSA Investment Balance are dependent solely on the performance of the investment options you select.

You acknowledge that investment options available under this HSA such as mutual funds and other securities (other than your HSA Cash Balance) are not insured by the FDIC or any other agency, are not guaranteed by

us or any of our affiliates, or your employer, and may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results with respect to an investment option and that you will review investment information about the investment options before investing. You should seek the assistance of a financial professional to address any questions or concerns you may have about your investment options and the selection of investments for your HSA Investment Balance.

- (c) HSA Investment Feature. The ability to use the investment features described herein is available only online through the Portal. Accordingly, all investment transactions must be initiated and conducted through the Portal. Your investment in HSA investment options may constitute the purchase of securities. As a holder of securities, you may be entitled to receive certain documents, including but not limited to prospectuses and proxies. Any securities related documents required to be transmitted to you as a result of your investment in the HSA investment options will be transmitted to you electronically through the Portal. As a condition to using the Portal, you will be required to consent to the electronic delivery of all documents of any issuer whose securities are made available to your HSA, including issuers and securities made available after the date your account is opened. If you revoke your consent to electronic disclosure of investment information, you must contact us immediately. At that time you will be given the option to terminate your HSA (and, if you choose, roll it over to another provider), or to liquidate your investment in the investment options and hold your HSA entirely in cash.
- (d) Account Information. Records of your HSA contributions, distributions, investment activity, earnings and balances will be made available exclusively through the Portal. Before being granted online access to your HSA records, you will need to enter a personal identification number ("PIN"), user ID and/or enhanced online security feature that you will receive prior to logging into the Portal.

Your HSA information may be viewed at any time by logging into the Portal. Notices related to your HSA will be posted on the Portal, provided by e mail to the e mail address we have on file for you, or by U.S. Mail to the mailing address we have on file for you. You are responsible for notifying us of any change to your contact information, including your e mail or mailing address, by updating your profile in the Portal or by contacting our HSA Plus Customer Care Center at 800-270-7719.

Account information, notices and communications posted on the Portal will be accessible in a form you can view, save to your computer or print as paper copies.

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A link will be provided to any software necessary to view, print, and/or save your HSA information.

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

You agree to check the Portal or examine statements sent to you in the mail no less frequently than monthly to view your HSA activity and other communications and information and verify that all activity on your HSA is authorized activity. You are responsible for keeping your HSA, PIN user ID and/or enhanced online security feature confidential, and we are not responsible for any other person's use of your PIN, user ID and/or enhanced online security feature.

- (e) Liquidation of Assets. We have the right to liquidate assets in your HSA Investment Balance if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your HSA. We will liquidate your investments in the same proportion as your investment holdings, and you agree not to hold us liable for any adverse consequences that may result from our decision to liquidate investments in this order. You might not receive the total amount of your requested distribution due to market fluctuations during the time period for processing your distribution request.
- (f) Custodian Powers. We may register securities in our name or in the name of our nominee without disclosing that such securities are held as custodian or as nominee. Except as expressly provided otherwise in this Agreement, we shall have all of the powers generally conferred on custodians under the laws of the State of Wisconsin. Additionally, we shall also have the power to perform any and all acts that it deems necessary or appropriate for the proper custodial servicing of your HSA. We may adjust the balance of your HSA as necessary to correct administrative errors, including improperly allocated contributions, distributions, earnings or losses. In the event that a check or other instrument is returned for insufficient funds, then any corresponding contributions to your HSA are also subject to adjustment by us.

11.5 Representations, Warranties and Responsibilities.

- (a) You represent and warrant that any information you and/or your agents provide us regarding your HSA with respect to this Agreement is complete and accurate.

Further, you agree that any directions you give or action you take will be proper under this Agreement, and that the party receiving any such information or direction is entitled to rely upon it. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we in good faith believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible in the event of any failure or interruption of services resulting from the act or omission of any third party service provider used to give such direction, and shall not be responsible for any losses. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, Treasury Regulations, IRS Rulings or this Agreement. We have the right to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP. In no event shall we be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

- (b) You acknowledge that establishment of your HSA is completely voluntary on your part and that, to the best of your knowledge, your employer does not (i) limit your ability to move funds to another HSA beyond restrictions imposed by the Code; (ii) impose conditions on utilization of HSA funds beyond those permitted under the Code; (iii) make or influence the investment decisions with respect to funds contributed to an HSA; (iv) represent that the HSA is an employee welfare benefit plan established or maintained by the employer; or (v) receive any payment or compensation in connection with the HSA
- (c) By performing services under this Agreement, we are acting as your agent. You acknowledge and agree that we are not providing services to you or your HSA as a fiduciary under the Employee Retirement Income Security Act of 1974 ("ERISA") Section 3(21), under any comparable and applicable provisions of state or local law, or under the Investment Advisor's Act of 1940, and nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless

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

- (d) **Customer's Examination Responsibility.** You must examine your periodic HSA statements and report any unauthorized signatures, alterations, or other unauthorized transactions or errors, along with the relevant facts surrounding the same within the time period as hereinafter set forth. Even if reported in a timely manner, you may have to bear the loss or share the loss with us if your lack of ordinary care substantially contributed to the loss. If your Card and/or PIN was lost or stolen, you are obligated to inform us at once to mitigate your losses. If you furnish another person with your Card and/or PIN, you shall be deemed to authorize all transactions that may be processed at a terminal until you have given actual notice to us that further transactions are unauthorized. You are obligated to us for the amount of any money, property or services obtained by the authorized use of the Card to the extent that we are unable to charge such amount to your HSA, and you authorize us to charge the amount of any such obligation to any other accounts established by you with us.

You agree to use the contact information contained in Section 11.9 to notify us of any of the above-mentioned activity, including if you believe your Card has been lost or stolen or that someone has transferred money from your account without permission.

The time you have to examine your HSA statement and report to us depends on the type of transaction.

- (1) For Card transactions: Please see the HSA Card Agreement for details.
- (2) For all other Transactions:
 - If you fail to report any unauthorized signatures, alterations, other unauthorized transactions or errors in your HSA within 60 days of when we first send or make the HSA statement available, you cannot assert a claim against us on any items in that statement, and any loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care and applies regardless of whether you actually received the statement. If you are not receiving your statement, it is your obligation to notify us.

- If you claim a credit or refund because of any unauthorized activity, you must cooperate with us in the investigation of the loss, including giving us an affidavit containing statements that will enable us to pursue legal prosecution to prevent or recover any loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.
- You must pursue all rights you may have under any insurance coverage you maintain and provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.
- We may require that you notify law enforcement authorities and aid in the investigation and prosecution of any criminal act related to your HSA. We may also require a bond of indemnity in an amount satisfactory to us against all claims and expenses we may incur.

11.6 General. The following provisions address certain operating principles specific to your HSA.

- (a) **Prohibited Transactions.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to the use of your HSA, regardless of the purpose of that use, including use of the Portal and/or Mobile App, and for all communications that you may send through the Portal and/or Mobile App. We have the right, but not the obligation, to monitor for, block, and/or reverse any of the below-referenced prohibited communications, payments, transfers or other activities or transactions. In addition to disclosures elsewhere in this Agreement, related to your ability to conduct contributions and withdrawals, you are prohibited from conducting payments, transfers, other transactions, communications, or other activities that:
 - (1) Violate any law, statute, ordinance, or regulation, including prohibited transactions as described in IRS Code Section 4975;
 - (2) Are to or from persons or entities subject to applicable government sanctions;
 - (3) Relate to or involve gambling, gaming, and/or any other activity with an entry fee and a prize, whether on the internet or otherwise;
 - (4) Interfere with or attempt to interfere with or compromise in anyway our Portal and/or Mobile App. This includes, but is not limited to, imposing an

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unreasonable or disproportionately large load on our Portal and Mobile App infrastructure; exposing or otherwise compromising our Portal and/or Mobile App's infrastructure and/or data; or bypassing or attempting to bypass security measures and technology protecting the infrastructure and data on the Portal or Mobile App.

If you, or your death beneficiary, engage in a prohibited transaction with your HSA, as described above, your HSA may lose its tax-exempt status. In that event, you must include the value of your account in your gross income for the taxable year and pay all applicable taxes and penalties. We will not be liable for these taxes or penalties.

In no event shall we be liable for any claims or damages resulting from your scheduling of prohibited payments or our failure to monitor for, block, and/or reverse such payments. Unless required by applicable law, we have no obligation to research or resolve any claim resulting from a prohibited payment. All expenses and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility.

- (b) Agents. Subject to compliance with our procedures, you may designate one or more agents with such authority to act with respect to your HSA as is authorized in the legal form designating the agent. Note that the agent will not receive access to the Portal or mobile banking. Any designation of agent shall be executed in a form approved by us and shall be deemed an agency relationship. The instrument creating the agency relationship, whether it is a power of attorney or other document, must clearly set forth the authority granted to the agent to transact on your HSA. We will only allow an agent for an HSA if we determine that the document establishing the agency clearly authorizes the agent to do so. We may refuse to follow the directions of the agent with respect to your HSA if we determine, in our sole discretion, that the instrument creating the agency is invalid, ineffective, incomplete or does not clearly or adequately authorize the agent to act as requested. To help protect you, you agree that we may require your agent to provide current government-issued identification and other identifying information (e.g., agent's Social Security Number) before allowing the agent to be added to your HSA or transact on your behalf. By adding an agent to your HSA, you agree to hold us harmless from any and all acts of the agent with respect to the HSA and from our good-faith exercise of our discretion as to whether to accept or not accept directions from the agent.
- (c) Beneficiary(ies). If you die before you receive all of the funds from this HSA, payments from your HSA will be

made to your estate, unless you have designated death beneficiary(ies) for your HSA. You may designate one (1) or more persons or entities as death beneficiary of your HSA. If you are married, we will require a notarized consent from your spouse if you choose to designate a primary death beneficiary other than your spouse. This designation can be made only through the Portal or on a form provided by or acceptable to us, and it will be effective only when it is filed with us during your lifetime. Unless otherwise specified, each death beneficiary designation you make through the Portal or file with us will cancel all previous ones. The consent of a death beneficiary(ies) shall not be required for you to revoke a death beneficiary designation. If you have designated both primary and contingent death beneficiaries and no primary death beneficiary(ies) survives you, the contingent death beneficiary(ies) will acquire the designated share of your HSA. If you do not designate a death beneficiary, or if all of your primary and contingent death beneficiary(ies) predecease you, the death beneficiary will be your estate.

Based on the above, if your spouse acquires the interest in this HSA by reason of being the death beneficiary at your death, this HSA shall be treated as if your surviving spouse were you. If the death beneficiary is not your spouse, the HSA (or in accordance with rules established by the IRS for the relevant portion thereof) will cease to be an HSA as of the date of death. Upon learning of your death, we may, in our complete and sole discretion, make a final distribution to a death beneficiary (other than your spouse) of his or her interest in the HSA. This distribution may be made without the death beneficiary's consent and may be placed in an interest bearing (or similar) account that we choose. We are not responsible for interpreting or directing beneficiary designations or divisions.

- (d) Disclaimers. The HSA established by this Agreement is not intended to constitute an "employee welfare benefit plan" or an "employee pension benefit plan" as defined by ERISA. Regardless of the status of the HSA under ERISA, neither the Custodian nor WEX or the Sub-Custodian is an "employer" or "plan sponsor" of the HSA or of any arrangement or plan of which the HSA is a part. We expressly disclaim responsibility for ERISA's participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to your HSA, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. If and to the extent that the HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that the HSA is subject to ERISA's continuation coverage requirements, this agreement may be amended or terminated at our sole discretion as of the effective date

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of such determination or on such later date, as we deem appropriate.

We maintain confidential information in accordance with all applicable banking laws and regulations. The HSA established by this Agreement, however, is not intended to be a “health plan” as defined by final regulations interpreting the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Regardless of the status of the HSA under HIPAA Privacy Rules, we are not a “plan administrator” or “plan sponsor.” We expressly disclaim responsibility for the duties imposed upon “covered entities” under HIPAA Privacy Rules, except as may be agreed upon pursuant to a business associate agreement between us and a covered entity or any third party subject to the HIPAA Privacy Rules. If and to the extent that we are determined to be responsible for HIPAA compliance beyond the duties assumed pursuant to a business associate agreement, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or such later date, as we deem appropriate.

HSAs are personal health savings vehicles rather than group employee benefits. With respect to this HSA, your employer may have agreed to forward contributions through its payroll system to the Custodian, directly or indirectly. You are not restricted from moving funds to another HSA custodian or trustee, but your employer is not required to forward payroll contributions to another HSA provider.

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

- (e) **Adverse Claims.** If a dispute arises over your HSA and any person’s authority to give us instructions concerning your account (i.e. authorized signers), we may freeze your HSA and require the written consent of all parties claiming an interest or right in the HSA in order to obtain distributions from the HSA. We may maintain the freeze on the HSA until we receive evidence satisfactory to us that the dispute has been resolved or the party(ies) claiming an interest or right in the HSA do not have such an interest or right. We may, however, without liability to us, continue to honor instructions given to us by the individuals who appear as authorized signers according to our records. We may notify any and/or all signers, payees, beneficiaries, and other persons claiming an interest in the HSA of the dispute without assuming any liability on our part.
- (f) **Account Changes.** Any change made to your HSA is not effective until the change has been entered into our account information system, even though all necessary documentation to effect the change has been executed

and provided to us. You agree to verify that the change is effective prior to acting or failing to act in reliance on the change and agree to hold us harmless for any such reliance in the absence of verification.

- (g) **Special Instructions From You to Us.** If your instructions or orders concerning your HSA expose us to legal liability, we may require that you provide a satisfactory indemnity prior to following your instructions.

- (h) **Additional Minnesota Account Holder Disclosures.** Section 11.6 (h) applies to Minnesota Account Holders.

ATM/POS (Automated Teller Machine/Point of Sale) terminal transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM/POS terminal. Payment for goods or services by transfer of money through an ATM/POS terminal does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM/POS terminal. We are liable for all unauthorized withdrawals at an ATM/POS terminal unless the unauthorized withdrawal was due to the loss or theft of the ATM/POS Card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft, if you tell us within 60 days of receipt of the bill by you that contains the unauthorized withdrawal. (An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal and from which withdrawal you receive no benefit.)

You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, when applicable, plus court costs and reasonable attorneys’ fees incurred.

To protect the privacy of customers using electronic financial terminals, including any supporting equipment, structures or systems, information received by or processed through such terminals, supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment, structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information that is necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures or systems.

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11.7 Name, Address, Notices and Contact Preferences. If you request paper statements, we will send your statement to the name and address you have given on your HSA documentation. You must promptly notify us of any change of name or address for your HSA. Any change of name requires appropriate documentation. Your signature may be required on any address change request for it to be valid.

We may, at our discretion, change the mailing address on your HSA upon receipt of proper instructions, including but not limited to: a letter of instruction from you received electronically or telephonically, or based upon instructions received from a reliable third party or governmental agency. We may take whatever measures we deem reasonably necessary to verify the accuracy and validity of any change(s) effected within a reasonable time either prior to or subsequent to making a change. However, our failure to do so shall not constitute negligence on our part nor a breach of any duty or obligation. Further, we reserve the right to require additional documentation, assurances or other reasonable information prior to effecting any change or correction to the mailing address on your HSA. It is your sole responsibility to ensure the accuracy and validity of any change in address on your HSA, and you shall be required to take whatever action necessary to protect your interest within a reasonable time thereof.

11.8 Changing the Terms of Our Agreement. We reserve the right to amend this Agreement and related documents, such as the interest rate and HSA Fee Schedule, at any time. We will provide you with notice prior to the effective date of the change by sending written notice to you at the most recent address we have in our records, by providing notice to you by electronic means or by any other method permitted by law. Other notices may be in the form of a statement message, in a mass mailing with general advertising, or posted in the lobbies of our offices for a reasonable period of time. You may request full disclosure at any time for detailed account information. If you continue to use your account after the effective date of a change to this Agreement and related documents you are deemed to have agreed to the change.

11.9 Contact Information and Notifications.

Associated Bank Telephone Numbers:
Customer Care Center 800-270-7719

To write to us:
Associated Bank
P.O. Box 2785
Fargo, ND 58108

To report lost or stolen cards, call us at 800-270-7719.

International customers may call 262-879-0133.

Notices/Electronic Notices/Disclosures/Phone Number:

Written notice sent to the Bank by you is not effective until we receive it and have had a reasonable opportunity to act on it. Written notices mailed to you are effective when mailed to the address shown on our records. Electronic mail sent to the Bank or Bank personnel shall not be considered notice to the Bank. However, we may, in our sole discretion, rely on any information you provide via electronic mail.

If you elect to receive electronic communications and you provide us with an electronic address to receive such communications, you agree that we may send to you by electronic communication any information that is required by state or federal law or regulation to be sent to you in writing, provided such electronic communication or disclosure does not violate applicable laws and regulations. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on equipment, such as a personal computer monitor. You may obtain a paper copy of electronic communications or disclosures by contacting our Customer Care Center.

You assume sole responsibility for updating us regarding any changes to your electronic address. If you provide us with an electronic mail address, we may use such electronic mail address to send you communications, including marketing communications. If you would prefer not to receive marketing communications by electronic mail, such marketing electronic mail items will contain a method for you to opt-out of receipt of such marketing communications by electronic mail.

By providing a phone number, cellular phone number or other wireless device number, you are expressly consenting to receive communications at that number from the Bank and the Bank's agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. This express consent applies regardless of the call purpose. You are responsible for the cost of all voice, messaging and data charges that may apply to these calls and messages. We recommend that you review your contract with your telephone and/or mobile device carrier to evaluate the impact of voice calls, text messages, and emails on your service plan. If you do not want to be contacted for marketing purposes, you should ask to be added to our internal do-not-call for marketing list by calling our HSA Plus Customer Care Center at 800-270-7719.

11.10 Income Tax Consequences of Establishing an HSA. The following is a summary of tax considerations related to your HSA. Neither the Bank nor any of its affiliates give tax or legal advice. If you have tax or legal questions, consult with your tax and/or legal advisor for information specific to your situation, including qualified medical expenses and other tax implications.

- (a) **Tax Treatment of HSA Contributions.** If you are eligible to contribute to an HSA for any month during the taxable year, amounts contributed to your HSA are deductible in determining adjusted gross income up to the maximum

ASSOCIATED BANK HEALTH SAVINGS ACCOUNT PLUS CUSTODIAL AGREEMENT (CONT.)

contribution limits discussed above. The deduction is allowed regardless of whether you itemize deductions. Employer contributions to your HSA are excludable from your gross income and you cannot deduct such amounts on your tax return as HSA contributions. Any transaction, including a remote transaction – such as a computer or internet, ATM, or night deposit transaction – that results in a regular contribution to the HSA is considered a current tax year contribution. However, we may allow you to specify the tax year for a regulator contribution at the time of the contribution.

- (b) **Tax Deferred Earnings.** The investment earnings of your HSA are not subject to federal income tax until distributions are made; or, in certain instances, when distributions are deemed to be made.
- (c) **Taxation of Distributions.** The taxation of HSA distributions depends on whether the distribution is for a qualified medical expense. Generally, distributions paid due to qualified medical expenses are excluded from your gross income. Qualified medical expenses are amounts you pay for medical care (as defined in the Code Section 213(d)) for yourself, your spouse and your dependents (as defined in the Code Section 152), but only to the extent that such amounts are not covered by insurance or otherwise. Distributions made for purposes other than qualified medical expenses are included in your gross income and are subject to an additional twenty percent (20%) tax on the includable amount.
- (d) **Rollovers and Transfers.** Your HSA may be rolled over to another HSA of yours, or may receive rollover contributions, provided that all applicable rollover rules are followed. Rollover is a term used to describe a tax-free movement of cash or other property between any of your HSAs or other tax favored accounts. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, see your tax advisor.

Funds distributed from your HSA may be rolled over to another HSA that you own if the requirements of the Code Section 223(f)(5) are met. A proper HSA to HSA rollover is completed if all or part of the distribution is rolled over not later than sixty (60) days after the distribution is received. You may not have completed another HSA to HSA rollover from the distributing HSA during the twelve (12) months preceding the date you received the distribution. Further, you may roll over the same dollars or assets only once every twelve (12) months. Current IRS published guidance indicates that you may make only one rollover contribution to an HSA during a one (1) year period.

Funds distributed from your Archer MSA may be rolled over to your HSA. A proper MSA to HSA rollover is completed if all or part of the distribution is rolled over

not later than sixty (60) days after the distribution is received. Rollovers from an IRA to an HSA are also permitted subject to the requirements and limitations under the Tax Relief and Health Care Act of 2006 and IRS guidance issued thereunder.

At the time you make a proper rollover to an HSA, you must designate to the Custodian, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

- (e) **Limitations and Restrictions.**
 - (1) **Deduction of Rollovers and Transfers.** A deduction is not allowed for rollover or transfer contributions.
 - (2) **Pledging.** If you pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year and may be subject to the additional twenty percent (20%) federal tax penalty.
- (f) **Federal Tax Penalties. Twenty Percent (20%) Penalty.** If you receive a distribution that is included in your gross income, you are subject to an additional tax of twenty percent (20%). This additional twenty percent (20%) tax will apply unless a distribution is made after (i) attainment of age sixty five (65) (or, if different, the age specified under Section 1811 of the Social Security Act), (ii) death, or (iii) disability.
- (g) **Excess Contribution Penalty.** An excise tax of six percent (6%) is imposed upon any excess contribution you make to your HSA. This tax will apply each year in which an excess remains in your HSA. An excess contribution is any contribution amount which exceeds your contribution limit, excluding rollover and direct transfer amounts.

11.11 Dispute Resolution – Agreement to Arbitrate.

PLEASE READ THIS PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS CONCERNING YOUR HSA OR ANY ASPECT OF YOUR RELATIONSHIP WITH THE BANK ARE RESOLVED.

Most concerns can be resolved quickly and to your satisfaction by calling us. In the unlikely event that we are unable to resolve any Claims (as defined below) you may have to your satisfaction (or if we have not been able to resolve a Claim it has with you after attempting to do so) after following the procedures set forth in this provision, you and we agree to resolve those Claims through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Any arbitration under this Agreement will take place on an individual basis; class arbitrations, class actions, private attorney general actions, and non-individualized injunctive relief are not permitted. By agreeing to

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arbitrate, both you and we are waiving the right to a trial by jury or before a judge. For any non-frivolous Claim you file with a value of \$75,000 or less, we will pay the filing, administration and arbitrator fees charged by the American Arbitration Association (AAA) in connection with the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from us to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your reasonable attorney's fees even when you would not be entitled to recover such fees under applicable law in a court proceeding.

For purposes of this Agreement to Arbitrate only, references to "you," "we," "our," and "us" in this Agreement to Arbitrate include our respective parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors and assigns, as well as all authorized or HSA owners, custodians, users or HSA beneficiaries under this Agreement or prior agreements between us, as applicable.

We and you agree to arbitrate all disputes or claims arising out of or relating to your HSA or this Agreement ("Claims"). This Agreement to Arbitrate is intended to be broadly interpreted. Claims include, but are not limited to:

- (a) Claims arising out of or relating to your HSA, this Agreement or any transactions arising under this Agreement, or any other agreement governing your HSA, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (b) Claims that arose before the effective date of this Agreement or any prior deposit account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures); and
- (c) Claims that may arise after the termination of this Agreement.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et. seq., governs the interpretation and enforcement of this provision. This Agreement to Arbitrate shall survive the closing of your HSA and/or the termination of this Agreement.

- (d) Notice of Dispute and Arbitration Procedures. A party who intends to pursue a Claim must first send to the other a letter describing the Claim (a "Notice of Dispute"). Any Notice of Dispute sent to us should be addressed to:

Associated Bank
P.O. Box 2785
Fargo, ND 58108

Any Notice of Dispute sent to you by us shall be sent to the address in our records that is associated with your HSA at the time the Notice of Dispute is sent. The Notice of Dispute must (a) describe the nature and basis of the Claim; (b) propose the specific relief sought; (c) state the name and address of the claimant; and (d) include your HSA number to which the Claim relates. If we and you do not reach an agreement to resolve the Claim described in the Notice of Dispute within 45 days after the Notice of Dispute is received, you or we may commence an arbitration proceeding by filing a demand for arbitration with the AAA. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, you or we hereby agree to withdraw the demand for arbitration without prejudice to re-filing it 45 days after the date on which the premature arbitration demand was first filed. Neither you nor we shall disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.

A form for initiating arbitration proceedings is available on the AAA's website at adr.org. If the AAA is unavailable, the arbitration shall be administered by another arbitration provider as agreed to by the parties or selected by the court.

After we receive notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee unless the value of the relief sought in your Claim(s) (either to you or us) is greater than \$75,000. The maximum filing fee to be paid by you is currently \$200. However, these fees are subject to change at the discretion of the AAA. In addition, if we initiate any arbitration proceeding or if you initiate an arbitration proceeding in which the value of the relief sought (either to you or to us) is greater than \$75,000, the payment of all AAA filing, administration and arbitrator fees will be governed by the AAA Rules. If you are unable to pay your share of the filing fee, we will pay it directly to the AAA upon receiving a written request from you at the notice address provided above. Except as otherwise provided herein, we will pay the filing, administration, and arbitrator fees charged by the AAA for any arbitration initiated in accordance with the notice requirements above. If however, the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

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The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules") of the AAA, as modified by this Agreement to Arbitrate, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 800-778-7879, or by writing to the notice address provided above.

The arbitrator is bound by the terms of this Agreement to Arbitrate. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of Claims or the scope and enforceability of this Agreement to Arbitrate, including the interpretation of the prohibition of class and representative actions and non-individualized relief, are for the court to decide. If the value of the relief sought (either to you or to us) is \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the value of the relief sought (either to you or to us) exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your HSA as identified in our records at the time the arbitration is commenced is located.

Unless otherwise agreed by you and us, any award shall be rendered by the arbitrator not later than 14 days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

Unless both you and we agree otherwise, you or we, as applicable, must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, the AAA or the arbitrator shall either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (ii) dismiss the subsequent arbitration if it raises Claims that would be barred by applicable law if brought in court.

Under this Agreement to Arbitrate, arbitrators shall not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law.

(e) Alternative Payment and Attorney's Fees.

(1) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

- Pay you the amount of the award or \$2,500, whichever is greater (the "alternative payment"); and
- Pay your attorney, if any, the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs reasonably necessary to prove your Claim), that your attorney reasonably incurs for investigating, preparing, and pursuing your Claim in arbitration (the "attorney payment").

If we did not make a written offer to settle the Claim(s) before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney payment, respectively, if the arbitrator finds in your favor on the merits of your Claim(s). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, the alternative payment, and the attorney payment upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether the arbitrator's award is greater than the value of our last written settlement offer, the arbitrator shall not include in his or her calculations the value of any attorney's fees or expenses incurred by you after the date of our last written settlement offer. If you amend your Claim after an arbitrator is selected to include new or different Claims, the arbitrator should stay further arbitration proceedings for 30 days, during which time we may make a written settlement offer that is deemed to be effective before the date of the arbitrator's selection for purposes of assessing the availability of the alternative payment and/or attorney payment.

The right to the attorney payment supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or expenses. Although under some laws we may have a right to an award of attorney's fees and expenses if it prevails in an arbitration, we agree that we will not seek such an award unless you have retained an attorney and your Claim is determined to be frivolous or brought for an improper purpose (as determined by the arbitrator and measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

- (f) Prohibition of Class and Representative Actions and Non-Individualized Relief. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim; any injunctive relief must be individualized in nature and cannot affect account holders other than the claimant.

ASSOCIATED BANK HEALTH SAVINGS ACCOUNT PLUS CUSTODIAL AGREEMENT (CONT.)

YOU AND THE BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that any part of this Agreement to Arbitrate (other than the prohibitions in this paragraph) is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. However, if a court decides that applicable law precludes enforcement of any of this paragraph's prohibitions as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

- (g) Availability of Small Claims Court and Access to Government Agencies. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Agreement to Arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.
- (h) Future Changes to the Agreement to Arbitrate. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Agreement to Arbitrate (other than a change to any notice address, website link or telephone number provided herein), that change shall not apply to any Claim of which we had written notice on the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in this Agreement, any such termination shall not be effective until at least 30 days after written notice of such termination is provided to you, and shall not be effective as to Claims which arose prior to the date of termination.
- (i) Other Remedies. This Agreement to Arbitrate and the exercise of any of the rights you and we have under this provision shall not prohibit you or us from exercising any lawful rights either of us has to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this Agreement.

11.12 Miscellaneous.

- (a) Disclosure of Information to Third Parties. We will disclose information to third parties about your HSA or the transactions you make:
 - (1) That we believe is necessary to complete or document transactions, to investigate possible unauthorized transactions, or to resolve errors or claims or to combat fraud.

- (2) To verify the existence and condition of your HSA for a third party, such as a credit bureau, another financial institution or merchant.
- (3) In response to government agency inquiries, orders or subpoenas.
- (4) In response to court orders, subpoenas, garnishments, levies or other legal process.
- (5) To companies affiliated with us.
- (6) To comply with laws, rules and regulations.
- (7) If you give us your written permission.

We may report closed account information to account verification services. Additionally, a court judgment entered against you for amounts you owe us relating to your HSA may appear on your credit report.

We are not liable to you for the disclosure of information that does not fall into one of the aforementioned categories if such disclosure was not in violation of any statute, rule, regulation or agreement.

- (b) Information Sharing & Our Privacy Policy. By executing this agreement, you acknowledge receipt of the Associated Bank Privacy Policy. You agree to receive future notices of any updates to the Privacy Policy at www.associatedbank.com/privacy, and to review the Privacy Policy no less frequently than annually.

Refer to the Associated Banc-Corp "What Does Associated Banc-Corp Do With Your Personal Information?" disclosure for more information on our information sharing with affiliates and nonaffiliated third parties.
- (c) Waivers and Severability. We reserve the right to waive the enforcement of any of the terms of your HSA documentation with respect to any transaction or series of transactions. Any such waiver does not affect our right to enforce our rights with respect to other customers or to enforce any right with respect to later transactions with you. If any provision of this Agreement is found unenforceable, all remaining provisions continue in full force and effect. In special circumstances, we may permit some variations from this Agreement, but any variations must be in writing and signed by an authorized representative of the Bank.
- (d) Headings/Words and Phrases. Headings in this Agreement are for convenience or reference and will not govern the interpretation of the provisions. Words and phrases used in the documents should be construed so that the singular includes the plural and the plural includes the singular.
- (e) Legal Process. We shall not be liable to you for honoring garnishments, levies or other legal process received by or served upon us that, in our opinion, apply or may apply

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to your HSA. Notice of such disclosure or process will be provided to you if required by law. Any such process is subject to the right to set off the current fees imposed by us for processing such garnishments, levies or other legal processes. It is not our responsibility to determine the validity of any garnishment, levy, subpoena or other legal process served on us. If you believe that any such document should not be enforced or complied with, it is your responsibility to challenge it in the appropriate forum.

- (f) **Monitoring/Recording Telephone Calls.** To improve customer service and for other purposes (e.g., security purposes), you agree that we may monitor and/or record telephone conversations between you and us.
- (g) **Force Majeure.** We will be released without any liability on our part from the performance of our obligations hereunder, to the extent our performance is prevented by the event of Force Majeure. Force Majeure will mean any event or condition not reasonably within our control which prevents, in whole or in material part, the performance by us of our obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

We shall not be liable for failure to perform or delay in performance of any of our obligations under this agreement to the extent that such failure or delay results from any act of God, including but not limited to a blizzard, flood, tornado or any other adverse weather conditions; military operation; terrorist attack; widespread and prolonged loss of use of the internet

or the world wide web; national emergency; civil commotion; or the order of any government agency or acting government authority or any other cause beyond our reasonable control whether similar or dissimilar to the foregoing causes.

- (h) **Liability Limitation.** Except as otherwise expressly provided in this Agreement or otherwise expressly provided by applicable law, rule or regulation, you agree that neither we nor any entity or person who provides services or products to us (“Service Providers”) will be liable for any loss, injury or damage, including, but not limited to, indirect, incidental, special, consequential or punitive damages, whether under contract, tort or any other theory of liability, arising out of or relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the Service Providers are aware of the possibility of such events. To the extent any law, rule or regulation provides for us to be liable for any such loss, injury or damage, but permits our liability to be limited or eliminated by agreement, this paragraph limits or eliminates our liability to the fullest extent permitted.

We are also not liable for the propriety of any contributions under this Agreement or the purpose or propriety of any distribution made in accordance with your written instructions, which matters are your sole responsibility. To be clear, you are solely responsible for any tax consequences of distributions initiated from your account.

Associated Bank, N.A. is a Member FDIC. HSAs at Associated Bank, with the exception of invested funds, are covered by FDIC deposit insurance up to applicable FDIC limits. Visit the Federal Deposit Insurance Corporation (FDIC) Internet site at FDIC.gov or contact Customer Care at 800-270-7719 for more information on FDIC deposit insurance coverage.

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