

FOR BRANCH USE ONLY	
Branch Prefi	Account Number
RR1/Rep of Record	RR2/Pay-To Rep
Agency	
Are holders employees of your B/D? <input type="checkbox"/> No <input type="checkbox"/> Yes	
Is this a managed account? <input type="checkbox"/> No <input type="checkbox"/> Yes	

## Premiere Select® Health Savings Account Application

Use this application to establish a Premiere Select Health Savings Account, referred to as "HSA" or "account," with your Broker/Dealer to be held at National Financial Services LLC ("NFS"). Type on screen or fill in using CAPS AL letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

### 1. Account Owner

You must have a U.S. street address and reside in the United States to open a Premiere Select HSA.

*Enter full name as evidenced by a government-issued, unexpired document (e.g., driver's license, passport, permanent resident card).*

Personal Information				
First Name		Middle Name	Last Name	
Date of Birth MM DD YYYY		Email		
Daytime Phone		Evening Phone		<input type="checkbox"/> Single/Divorced/Widowed <input type="checkbox"/> Married
		# of Dependents		
Country of Citizenship			Country of Tax Residency	
<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number		Type of Government-Issued ID	ID Number
State/Country of ID Issuance	ID Issuance Date	ID Expiration Date		

*Cannot be a P.O. Box or Mail Drop and must be a U.S. Address.*

Legal Address			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

Same as Legal Address

*Complete only if different from Legal Address above.*

Mailing Address			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

**Income Source, Affiliations, and Associations** *Industry regulations require us to ask for this information.*

Check one.  Employed  Retired  Not Employed

*Provide Income Source if retired or not employed.*

Occupation	Income Source	Employer Name	
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

*continued on next page*



# 1. Account Owner *continued*

Check all that apply and provide information.

- You are, or an immediate family/household member is, a senior foreign political figure.
- You are, your spouse, or any of your relatives (including parents, in-laws and/or dependents, etc.), living in your home (at the same address), is a member of the board of directors, is a 10% shareholder, or is a policy-making officer or can direct corporate management of policies of a publicly traded company (an "Affiliate"). You must provide the information below:

Company Name	CUSIP or Symbol

- Check this box if any of these scenarios apply to you. You are registered with or employed by a Financial Industry Regulatory Authority ("FINRA") member firm ("associated person"), you are the spouse of an associated person, you are a child who resides in the same household or is financially dependent on the associated person, you are related to an associated person who has control over your account or an associated person materially contributes financial support to you and has control over your account, or you are affiliated with or employed by FINRA, any other self-regulatory organization ("SRO") or a municipal securities dealer.
  - Same as employer above. *If different, provide the information below.*

Company Name			
Address Line 1		Address Line 2	
City	State/Province	Zip/Postal Code	Country

### Primary Trusted Contact Optional

*If your Broker/Dealer has questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment and/or neglect, your Broker/Dealer may contact the person(s) you name as trusted contact. They will have no ability to transact on the account.*

First Name		Middle Name	Last Name	
Email		Relationship to Account Owner		
Daytime Phone	<input type="checkbox"/> Mobile Number	Evening Phone	<input type="checkbox"/> Mobile Number	
Attention				
Address Line 1		Address Line 2		
City	State/Province	Zip/Postal Code	Country	

### Alternate Trusted Contact Optional

First Name		Middle Name	Last Name	
Email		Relationship to Account Owner		
Daytime Phone	<input type="checkbox"/> Mobile Number	Evening Phone	<input type="checkbox"/> Mobile Number	
Attention				
Address Line 1		Address Line 2		
City	State/Province	Zip/Postal Code	Country	



## 2. Suitability

**Financial Position** Choose the range that best describes your situation or provide the dollar amount.

### Annual Income

From all sources

- \$0–\$25,000  
 \$25,000–\$50,000  
 \$50,000–\$100,000  
 Over \$100,000

\$ \_\_\_\_\_

### Estimated Net Worth

Excluding primary residence

- \$0–\$50,000  
 \$50,000–\$100,000  
 \$100,000–\$500,000  
 Over \$500,000

\$ \_\_\_\_\_

### Investable/Liquid Assets

Including cash and securities

- \$0–\$50,000  
 \$50,000–\$100,000  
 \$100,000–\$500,000  
 Over \$500,000

\$ \_\_\_\_\_

### Federal Tax Bracket

- 0%–15%  
 21%–27½%  
 Over 27½%

### Account Funding Source

Check all that apply.

- Asset appreciation  
 Business revenue  
 Inheritance  
 Legal/insurance settlement  
 Sale of assets  
 Savings from earnings  
 Other

### Annual Expenses

Recurring

- \$0–\$50,000  
 \$50,000–\$100,000  
 \$100,000–\$250,000  
 \$250,000–\$500,000  
 Over \$500,000

\$ \_\_\_\_\_

### Special Expenses

Future and non-recurring

- \$0–\$50,000  
 \$50,000–\$100,000  
 \$100,000–\$250,000  
 Over \$250,000

\$ \_\_\_\_\_

### Timeframe

Required for Special Expenses

- Within 2 years  
 3–5 years  
 6–10 years

Other

### Investment Profile

#### Investment Purpose

- Save for education  
 Save for retirement  
 Save for short-term goal(s)  
 Generate income  
 Accumulate wealth  
 Preserve wealth  
 Market speculation  
 Other

Other

#### Investment Objectives

Rank your investment objectives for this account in order of importance (1 being the highest). Review the attached Customer Agreement for important information on investment objectives. Select only the applicable objectives (consult with your investment professional for more information).

- \_\_\_ Preservation of capital  
 \_\_\_ Income  
 \_\_\_ Capital appreciation  
 \_\_\_ Speculation  
 \_\_\_ Trading profits  
 \_\_\_ Growth and Income  
 \_\_\_ Other

Other

#### Risk Tolerance

- Conservative  
 Moderately Conservative  
 Moderate  
 Moderately Aggressive  
 Aggressive  
 Combination: \_\_\_\_\_

#### Investment Time Horizon

- Near Term  
 Very Short  
 Short  
 Intermediate  
 Long  
 Combination: \_\_\_\_\_

#### General Investment Knowledge

- Limited  
 Good  
 Extensive

### Product Knowledge

#### Investment Product Knowledge

Check either None, Limited, Good, or Extensive based on your knowledge of the following, **OR** provide your number of years of experience:

	None	Limited	Good	Extensive	<b>OR</b>	Number of Years	Transactions per Year
Stocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Short Term	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Limited Partnerships	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Variable Contracts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Futures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Annuities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Alternative Investments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Margin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Foreign Currency	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Foreign Securities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Life Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> 0–5	<input type="checkbox"/> 6–15 <input type="checkbox"/> Over 15



## 2. Suitability *continued*

### Additional Suitability Information

#### Decision-Making Experience

Check all that apply:

- I consult with my broker.  Yes  No  
 I make my own decisions.  Yes  No  
 I consult with my family/friends.  Yes  No

Additional Information

**Assets Held Away – Provide total value of assets held away and percentages for each type of asset. Total of all percentages must equal 100%.**

Total value of assets held away:	Stocks	Mutual Funds	Variable Contracts	Alternative Investments
\$	%	%	%	%
	Bonds	Options	Security Futures	Foreign Currency
	%	%	%	%
	Short Term	Limited Partnerships	Annuities	Foreign Security
	%	%	%	%
		Life Insurance	Other	Other explain
		%	%	

## 3. Account Characteristics

### Dividend, Interest, Capital Gains Instructions *Check one.*

- Reinvest all mutual fund dividends and capital gains; pay dividends and interest from all eligible securities in cash and credit the core account investment vehicle.
- Reinvest all mutual fund dividends and capital gains; reinvest dividends and interest from all eligible securities.
- Pay all mutual fund dividends and capital gains in cash and credit the core account investment vehicle; reinvest dividends and interest from all eligible securities.
- Pay all mutual fund dividends and capital gains in cash; pay dividends and interest from all eligible securities in cash; credit the core account investment vehicle.

### Core Account Investment Vehicle

Consult your Broker/Dealer for a list of available core account investment vehicles. If you are or become a non-U.S. customer, your options may become limited. Indicating no choice will be considered your authorization for your Broker/Dealer to use its default option as the core account investment vehicle. Unless you are a non-U.S. customer, this will either be a specific money market mutual fund, in which event your Broker/Dealer will have provided the prospectus for that fund, or a bank sweep product, in which event your Broker/Dealer will have provided a disclosure document describing that product in detail. You authorize your Broker/Dealer and/or NFS to change the investment vehicle for your core account at its discretion. Ensure that you have read the money market mutual fund prospectus or bank sweep disclosure document, as applicable, before making a decision on the appropriate core account investment vehicle selection.

Investment Vehicle Name	Investment Vehicle Symbol

### Duplicate Information

Completing this section will be considered your request to your Broker/Dealer to instruct NFS to send the type(s) of duplicate documents you have selected, to the party or parties indicated below. Attach an additional sheet if necessary.

Check all that apply.  Trade Confirmations  Statements

Name			
Address			
City	State/Province	Zip/Postal Code	Country

*continued on next page*

### 3. Account Characteristics *continued*

#### HSA Debit Card

Upon acceptance of your application, you will automatically be provided a debit card with no annual fee, which can be used to pay for qualified medical expenses directly from your account. These debit cards are issued by PNC Bank, N.A. and the debit card program is administered by BNY Mellon Investment Servicing Trust Company. Refer to the applicable terms, conditions and disclosures provided with this application.

#### eDelivery

Paper delivery of account statements, trade confirmations and/or eligible letters can be suppressed and a reminder delivered to you electronically when they are ready to be viewed online. Selecting this option indicates your interest in this optional feature. A follow-up email will be sent to you with instructions on how to complete the enrollment process.

#### Annual Maintenance Fee Payment Instructions

Complete this section to establish instructions for paying the annual maintenance fee for your Premiere Select HSA. Payments made from your bank account via Electronic Funds Transfer ("EFT") or Intra-Bank Payment ("IBP"), described below, must be from a 1st Party account, meaning the name on the bank account and this HSA are the same. Payments made via a journal transaction from your nonretirement account must be from an account registered to you either individually or as a joint owner.

**Choose one payment method below and provide the requested information. If no payment method is selected, the fee will be deducted from your HSA's core account investment vehicle.**

Check one.  Core Account Deduction *Deduct the annual fee from your HSA core account.*

Account number must be provided.  Journal *Transfer cash from your nonretirement account.*

Premiere Select Standing Payment Instructions form required.  Electronic Funds Transfer *Transfer funds via EFT from your bank account to your HSA to pay the annual fee.*

Intra-Bank Payment *Transfer funds via IBP from your bank account to your HSA to pay the annual fee. Available to Bank/Broker/Dealer clients ONLY.*

#### Asset Movement Authorization

As the owner of the HSA identified above, you hereby constitute and appoint your Broker/Dealer and its representatives, agents, successors and assigns as your agent for the purpose of instructing NFS, as the agent of Fidelity Personal Trust Company ("FPTC"), your HSA custodian, with respect to distributions and transfers from your HSA. The authorization includes making any federal and state income tax withholding elections. You specifically confer upon your Broker/Dealer, acting as your agent, the powers listed below.

**Direct NFS to pay distributions from your HSA based on the following election. If you do not choose an option, the account will be coded with Asset Movement Authorization Level 0.**

Check one.  Asset Movement Authorization Level 1 *See complete definition in the Premiere Select Health Savings Account Customer Agreement.*

Asset Movement Authorization Level 2 *See complete definition in the Premiere Select Health Savings Account Customer Agreement.*

This includes the authority to direct NFS with respect to the following:

- Timing and amount of any distribution(s).
- Type of Distribution(s).

#### Duration of Authorization

You understand and acknowledge that you are creating a continuing authorization to your Broker/Dealer, acting as your agent. This authorization can be terminated by you at any time by written notification to NFS and to your Broker/Dealer. You also understand that NFS and/or your Broker/Dealer may terminate any and all of the powers granted to your Broker/Dealer, acting as your agent, upon notice. The powers granted to your Broker/Dealer, acting as your agent, may be terminated if NFS is notified of your disability, incapacity, or death.

# 4. HSA Beneficiary/Successor Beneficiary Designation

- If your account contains community property and you do not designate your spouse as your primary beneficiary for at least 50% of the value of your account, you may want to consult with your attorney or tax advisor to determine the impact of community property laws on your beneficiary designations
- If more than one beneficiary is named and no share percentages are indicated, payment shall be made to your primary beneficiary(ies) who survives you in equal shares. If a percentage is indicated and a primary beneficiary(ies) does not survive you, unless you have checked the per stirpes box, the percentage of that beneficiary(ies)' designated shares shall be divided equally among the surviving primary beneficiary(ies). If there is no primary beneficiary living at the time of your death, payment shall be made to your contingent beneficiary(ies). Payment to your contingent beneficiaries will be made according to the rules of succession described for primary beneficiary(ies)
- Upon transfer of assets to multiple beneficiaries, all residual income paid to your HSA and any fractional shares that cannot be divided equally among the beneficiaries will be systematically allocated to the beneficiary receiving the largest share proportion of the HSA assets. If the HSA is transferred evenly, or at different intervals, the income and/or fractional shares will be systematically allocated to the last beneficiary paid
- To change your beneficiary designation in the future, you must complete a Premiere Select HSA Beneficiary Designation form, which can be obtained from your investment representative.
- Before making a per stirpes designation, consult with an estate-planning attorney. By checking the per stirpes box, you are agreeing that if the specified beneficiary(ies) predeceases you, his or her share of the account will pass through to his or her descendants. Per stirpes will be construed and defined according to the laws of the Commonwealth of Massachusetts in force at the time of death of the depositor.

### Primary Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/Trust is required for each beneficiary.

If beneficiary is a trust, provide trust name and date trust was established.

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
	Country of Citizenship/Organization		Name of Trustees if applicable	
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
	Country of Citizenship/Organization		Name of Trustees if applicable	
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
	Country of Citizenship/Organization		Name of Trustees if applicable	
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
	Country of Citizenship/Organization		Name of Trustees if applicable	
<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage %
	Country of Citizenship/Organization		Name of Trustees if applicable	

continued on next page



# 4. HSA Beneficiary/Successor Beneficiary Designation *continued*

## Contingent Beneficiaries

For each beneficiary, check one and provide information. Social Security/Taxpayer ID Number or Date of Birth/Trust is required for each beneficiary.

**If beneficiary is a trust, provide trust name and date trust was established.**

To designate additional beneficiaries, attach instructions with the necessary beneficiary information.

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
				%
	Country of Citizenship/Organization		Name of Trustees <i>if applicable</i>	

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
				%
	Country of Citizenship/Organization		Name of Trustees <i>if applicable</i>	

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
				%
	Country of Citizenship/Organization		Name of Trustees <i>if applicable</i>	

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
				%
	Country of Citizenship/Organization		Name of Trustees <i>if applicable</i>	

<input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse <input type="checkbox"/> Trust	Beneficiary Name			<input type="checkbox"/> Per Stirpes
	<input type="checkbox"/> SSN <input type="checkbox"/> TIN	Social Security/Taxpayer ID Number	Date of Birth/Trust MM DD YYYY	Share Percentage
				%
	Country of Citizenship/Organization		Name of Trustees <i>if applicable</i>	



## 5. Signatures and Dates *Form cannot be processed without signatures and dates.*

**Customer Identification Program Notice:** To help the government fight financial crimes, Federal regulation requires your Broker/Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners, i.e., entity owners and control persons, of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker/Dealer cannot obtain and verify this information. We or your Broker/Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

In the section below, "NFS," "us," and "we" refer to National Financial Services LLC and its officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives as the context may require; "you" refers to the account owner(s) indicated on the account form and any authorized individuals; "Broker/Dealer" refers to the financial institution with which you opened your account

By signing below, you:

- Adopt the HSA and appoint FPTC (or its successor or assign) as Custodian, and your Broker/Dealer and NFS to perform administrative services pursuant to the terms of the Custodial Agreement and Customer Agreement.
- Acknowledge that you received, read, and understood the HSA Documents that apply to the account you are opening with this application, including the Custodial Agreement and Customer Agreement, and that you agree to all terms and conditions on this application and in the above agreements, as these agreements may be amended from time to time.
- Certify that you are establishing this HSA exclusively for the purpose of paying or reimbursing qualified medical expenses for you, your spouse, or your qualified dependents.
- Represent that, unless this account is used solely to make transfers or rollover contributions, you are eligible to contribute to this HSA — specifically that you (1) are covered under a high-deductible health plan (HDHP), (2) are not 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 currently enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return.
- Acknowledge that you are solely responsible for maintaining your HSA account in accordance with Section 223 of the Internal Revenue Code and related IRS guidance. You understand that you are responsible for determining your eligibility, your contribution limits, and the tax consequences of any distributions. Further, you understand that you are responsible for maintaining sufficient records to support these determinations, as well as notifying your Broker/Dealer of any distributions necessary to correct excess contributions made to your account.
- Acknowledge that the use of HSA funds to pay for expenses other than qualified medical expenses must be included in your gross income for tax purposes and, if you are not disabled or over age 65, is subject to a 20% tax penalty. You understand that you are responsible for determining whether a particular medical expense is a qualified medical expense and that you must keep all receipts and records for tax purposes. For details on qualified medical expenses, please refer to IRS publications 969 and 502 or contact a tax professional.
- Understand that it is the intent of the Premiere Select HSA to not be considered an employee benefit plan nor group health plan and therefore not governed by the rules of ERISA.
- Acknowledge that payment to beneficiaries will be made according to the rules of succession described in the Premiere Select HSA Custodial Agreement and Disclosure Statement and as otherwise described herein.
- Understand and acknowledge that there are fees associated with your Premiere Select HSA. The fees are more fully described in the Premiere Select Health Savings Account Customer Agreement ("Customer Agreement") and Premiere Select HSA Custodial Agreement.
- Affirm you have reviewed the fees with your Broker/Dealer and/or investment professional, and you have determined the fees are reasonable for the services provided to you in connection with your Premiere Select HSA.
- Understand that unless you provide written notice to the contrary, NFS and your Broker/Dealer may supply your name and other information (including your Social Security/tax identification number) to issuers of securities held in your account so you can receive important information and participate in corporate actions regarding such securities.
- Affirm that you are at least 18 years old and legally authorized to enter into this Agreement in the state in which you reside.
- Represent and warrant that you have disclosed to your Broker/Dealer your employer information and affiliation status
- Understand that all communications with your Broker/Dealer and NFS may be monitored or recorded, and you consent to such monitoring or recording.
- Agree that if an entity is opening the account, you will notify your Broker/Dealer if or when beneficial ownership information of the entity changes.
- Indemnify and hold harmless your Broker/Dealer, NFS, FPTC, their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from any claims or losses that may occur in the event that you fail to meet any IRS requirements concerning your Premiere Select HSA(s).
- Certify that all information provided in this application is true, accurate, and complete.
- Represent that you have received and read the Customer Agreement, the appropriate Premiere Select HSA Custodial Agreement and Disclosure Statement, of which this Application is a part, governing this account and agree to be bound by such Agreements as are currently in effect and as may be amended from time to time. These Agreements shall be construed, administered, and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.
- Affirm that you have also read, understand, and agree to the terms of the applicable prospectus or disclosure document for any mutual fund that you purchase or exchange or Bank Deposit Sweep Program into which you have funds transferred or invest, including any mutual fund or Bank Deposit Sweep Program that you choose for your core account investment vehicle and that you agree to future amendments to these terms.
- Agree that if you choose a bank sweep product for your core account investment vehicle, you represent that you are: (1) a natural person or (2) if you are a fiduciary, including trustee, custodian, agent, administrator or executor, each of the beneficial owners of the account is a natural person.
- If you are not a U.S. person, state that you are submitting IRS Form W-8BEN with this application to certify your foreign status and, if applicable, to claim tax treaty benefits.

### **For Annual HSA Maintenance Fees:**

- Have authorized your bank to establish Electronic Funds Transfers ("EFT") or Intra-Bank Payments ("IBP") in order to allow electronic payments from the account(s) identified on the standing payment instructions.
- Understand and agree that NFS cannot confirm the account registration on your bank account.
- Agree to pay any transaction fees your bank may charge in connection with the EFT or IBP payment transaction.

*continued on next page*



## 5. Signatures and Dates *continued*

Understand this account is governed by a Pre-Dispute Arbitration Agreement, which appears on the last page of the Customer Agreement. You acknowledge receipt of the pre-dispute arbitration clause.

Signature and Date is required.

Print HSA Owner Name <i>First, M.I., Last</i>	
HSA Owner Signature	Date <i>MM - DD - YYYY</i>
<b>SIGN</b> ▶	▶

### For Branch Use Only

Account accepted in accordance with firm policies.

Registered Rep. Name	Signature	Date <i>MM - DD - YYYY</i>
Office Manager/Principal Nam	Signature	Date <i>MM - DD - YYYY</i>

# Muriel Siebert & Co., Inc & Siebert Advisor NXT, Inc.

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Muriel Siebert & Co., Inc. (“MSCO”) is a broker-dealer and its affiliate Siebert AdvisorNXT, Inc. (“AdvisorNXT”) is an investment adviser. Both are registered with the Securities and Exchange Commission (SEC). MSCO is also a member of the Financial Industry Regulatory Authority (FINRA), the New York Stock Exchange (NYSE) and the Securities Investor Protection Corporation (SIPC).

- **Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.**

## What investment services and advice can you provide me?

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We offer both brokerage and investment advisory services.

Our **brokerage services** include buying and selling securities at your direction and providing you with investment recommendations, financial tools and planning services, and investor education from time to time or at your request. We offer mutual funds, exchange traded funds (ETFs), domestic and international equities, options, fixed income securities, certificates of deposit (CDs) and structured notes, unit investment trusts, and variable annuities. Unless we separately agree in writing, we do not monitor your brokerage account and you make the ultimate decision regarding the purchase or sale of investments.

Our **advisory services** include our asset allocation services using mutual funds and exchange traded funds (ETFs) and managed portfolios from in-house and third-party investment managers. **Depending on which program you select, our asset allocation services are either “non-discretionary” or “discretionary”—meaning that either we will recommend investments to you and you will make the ultimate decision regarding the purchase or sale of investments (non-discretionary), or we will make the ultimate investment decisions without your signoff (discretionary). The third-party managers we make available to you will invest your account on a discretionary basis using mutual funds, ETFs, and other securities.** All of our advisory services are offered through “wrap fee programs” (as described below) and either we or the third-party manager will monitor your advisory account and investments as standard services. At AdvisorNXT this service will be provided on a weekly basis. You must meet certain investment minimums to open an advisory account. Current account minimums may be accessed through your investment professional, or at [www.siebert.com](http://www.siebert.com).

**For Additional information** regarding our broker dealer services please visit our website at [www.siebert.com](http://www.siebert.com). For our advisory services visit [www.siebert.com](http://www.siebert.com) and refer to our latest [Brochure Form ADV Part 2-A, Items 4, 5 & 7](#).

Our affiliate Park-Wilshire Insurance offers a variety of insurance products, including fixed and immediate annuities and life insurance.

**Conversation Starters.** Ask your financial professional—

- **Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?**

## What fees will I pay?

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The fees you pay depend on whether you choose brokerage services, advisory services, or both.

For **brokerage services**, the principal fees and costs are transaction-based fees for recommendations and execution of securities trades. Depending on the investment product you select, these fees can include up-front commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment (“trails”). If we buy a security from you or sell a security to you for our own account (as “principal”), we may mark the price up or down, which is a benefit to us. Because we are compensated for transactions, *we have an incentive to encourage you to trade more frequently* and in greater amounts, and to trade with us as principal because we receive more revenue when you do so.

You will also pay fees for custodial or administrative services, as well as fees and expenses that are included in the expense ratios of certain of your investments, including in mutual funds, ETFs, and variable annuities. **For additional information about the fees and costs for our brokerage services**, please visit [www.siebert.com](http://www.siebert.com).

For **advisory services**, the principal fees and costs are the “wrap” program fee for the program you select. These fees are “asset-based” meaning that the fee is calculated as a percentage of the assets invested in your advisory account according to the fee schedule in your advisory agreement with us. This means that the more assets you invest in your account, the more you will pay in fees, and therefore *we have an incentive to encourage you to increase your advisory account assets*. **For additional information about the fees and costs for our advisory services please refer to our Siebert AdvisorNXT, Inc., brochure Form Part 2-A, Item 4.**

The annual wrap advisory fee includes all brokerage commissions, transaction fees, and other related costs and expenses except those inherent in a particular investment vehicle. The annual investment advisory fee is prorated and charged quarterly, in advance, based upon the market value of the assets under management as of the last day of the previous quarter. AdvisorNXT may change the fee at any time by giving 30 days’ prior written notice.

Investment Advisory Fees for the initial period or the first quarter of service are calculated on a pro rata basis from the inception date of the account to the end of the first quarter. If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets may be adjusted on a pro rata basis for deposits and/or withdrawals occurring within such quarter and will be calculated in accordance with the advisory agreement based on the days remaining in the quarter.

In the **AdvisorNXT Robo Management program**, you may also pay miscellaneous fees that your account’s custodian may charge, including wire fees, transfer fees, and other fees. **For additional information**, please see [Siebert AdvisorNXT, Inc. Brochure Form Part 2-A Item 4](#).

***You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.***

**Conversation Starters.** Ask your financial professional—

- ***Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?***
- ***What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?***

When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we must act in your best interest and not put our interest ahead of yours. **At the same time, the way we make money creates some conflicts with your interests.** You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means:

## Examples of Ways We Make Money and Conflicts of Interest.

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- **Proprietary Products:** We will earn higher fees, compensation, and other benefits when you invest in a product that we (or one of our affiliates) advise, manage, or sponsor, such as a mutual fund or structured CD. As such, we have an incentive to recommend (or to invest your assets in) those products over third-party products.
- **Third-Party Payments:** We receive payments from third party product sponsors and managers (or their affiliates) when we recommend or sell certain products. As such, we have an incentive to recommend (or to invest your assets in) products of third parties that pay us over products of third parties that do not pay us or pay us less.
- **Revenue Sharing:** Certain managers and sponsors (or their affiliates) share the revenue they earn when you invest in certain of their investment products (primarily mutual funds, unit investment trusts, cash sweep vehicles and variable annuities) with us. As such, we have an incentive to recommend (or to invest your assets in) products of sponsors and managers that share their revenue with us, over other products of sponsors or managers that do not share their revenue, or who share less.
- **Principal Trading:** We may buy or sell securities to you for our own account because we earn compensation (such as commission equivalents, mark-ups, mark-downs, and spreads).

For additional information, please refer to our [Siebert AdvisorNXT, Inc. Brochure Form ADV Part 2-A](#), Section 4 and 7.

**Conversation Starter.** Ask your financial professional—

- **How might your conflicts of interest affect me, and how will you address them?**
- **How do your financial professionals make money?**

The firm's financial professionals are principally compensated based on a percentage of the revenues that are produced by the clients they service.

In Advisory Accounts Siebert financial professionals are compensated based on the amount of client assets they service. The fee revenue generated is split between the firm and the financial professional based on a negotiated payout percentage.

In Brokerage Accounts the Firm's financial professionals are compensated based on sales commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment. Also, Siebert financial professionals may buy a security from you or sell a security to you for our own account (as "principal"), and the price to you may be marked up or down. Finally, Siebert may be compensated by issuers of some financial instruments for selling their products. The revenue generated from all these activities is split between the firm and the financial professional based on a negotiated percentage.

- **Do you or your financial professionals have legal or disciplinary history?**

**Yes.** Visit [Investor.gov/CRS](https://investor.gov/CRS) or [www.brokercheck.finra.org](https://www.brokercheck.finra.org) for a free and simple search tool to research us and our financial professionals. The Firm also provides a biography of your Investment Advisor Representative when opening an Advisory account. This document includes any legal and disciplinary history.

**Conversation Starter.** Ask your financial professional—

- ***As a financial professional, do you have any disciplinary history? For what type of conduct?***

**Conversation Starter.** Ask your financial professional—

- ***Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?***

For assisted accounts, a dedicated financial representative or investment advisor representative will be assigned to you. Should your dedicated representative no longer be available or should you request another representative, another qualified professional will be assigned.

For brokerage services that are self-directed, no financial services representative will be assigned to you. Our support services will include customer service and broker assisted representatives should you have questions regarding your account.

For both assisted and self-directed accounts, you will always have access to Principals of the firm should you have concerns about your assigned professional or any other matter. Please contact us at 800-872-0444 for any needs you may have concerning Muriel Siebert, Siebert AdvisorNXT or your account.

Account Number



## CRS Attestation Form

### Return Instructions:

#### New Accounts:

Email: service@siebert.com  
Phone: 800.872.0444  
Fax: 212.486.2784

### 1. Account Owner Information

Provide the Account Owner names.	First Name	Middle Name	Last Name	
	Address			
	City	State	Zip/Postal Code	
	Email	Phone		

### 2. Secondary Account Owner Information *If Applicable*

Provide the Secondary Account Owner names.	First Name	Middle Name	Last Name	
	Address			
	City	State	Zip/Postal Code	
	Email	Phone		

Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](http://Investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

I have received and read the investment services and advice Form CRS prior to account opening and understand the information that has been provided. I authorize you to contact me for discussion and/or review of my investment decisions and positions and funds held in my account.

Signature	Date MM - DD - YYYY

Signature	Date MM - DD - YYYY



# Health Savings Account Customer Agreement

This Health Savings Account Customer Agreement ("HSA Customer Agreement") contains the terms and conditions that govern your Premiere Select® Health Savings Account ("HSA"). It describes the features and policies associated with the account. Review this document and keep it for your records. Do not return it with your application.

## Who's Who in This Agreement

In this document, "us," "we," and "our" refer to your Broker/Dealer. "NFS" is National Financial Services LLC, a NYSE member, whom we have engaged to provide custody and clearing services for us.

The terms "account owner," "you," and "your" refer to the owner(s) indicated on the account application. For joint accounts, these terms refer to all owners, collectively and individually. For accounts owned by entities, such as trust or business accounts, these terms refer both to the entity and to all account holders.

- to let us or NFS verify the information you provide and obtain credit reports and other credit-related information about you at any time, such as payment and employment information, for any purpose
- to let us or NFS share with third parties any information you provide, but only as required by law or as permitted by our and/or NFS's privacy policy
- to resolve disputes concerning your relationship with us or NFS (other than class actions) through arbitration rather than in a court of law
- to understand that, whenever you invest in, or exchange into, any mutual fund (including any fund chosen for your core account), you are responsible for obtaining and reading that fund's prospectus, including its description of the fund, the fund's fees and charges, and the operation of the fund
- to understand that whenever you invest in or have funds transferred to any Bank Deposit Sweep Program, you are responsible for obtaining and reading that Bank Deposit Sweep Program's disclosure document, including:
  - the description of the Bank Deposit Sweep Program;
  - the list of eligible banks and process by which deposits will be made for a Bank Deposit Sweep Program, which list and process may change from time to time;
  - the Bank Deposit Sweep Program's fees and charges; and
  - the different protections and terms that may apply to investments in shares of a mutual fund and deposits of funds into a Bank Deposit Sweep Program, including the differences between Securities Investor Protection Corporation ("SIPC") protection and Federal Deposit Insurance Corporation ("FDIC") insurance
- to determine if any funds transferred to an account at a bank in the Bank Deposit Sweep Program and any separate bank accounts held at that same bank will affect FDIC insurance coverage for all your funds held at that bank
- to notify us in writing any time there is a material change in your financial circumstances or investment objectives
- to comply with all applicable laws and regulations concerning trading in restricted securities and securities of issuers of whom you are an affiliate
- to be bound by the current and future terms of this agreement, from the time you first use your account or sign your application whichever happens first
- to understand that we or NFS can change the core account investment vehicles available for your account at any time, including changing the core account investment vehicle from a mutual fund to a bank deposit account
- to understand that NFS has the right to reject any transaction for any reason
- to the extent that any part of this HSA Customer Agreement, the related Application, Custodial Agreement and Disclosure Statement ("Documents"), as applicable, were obtained online by you, you represent to the best of your knowledge that the terms of the Documents have not changed and are identical to the terms as originally set forth by FPTC or its successors, NFS, and us. You acknowledge that any alteration of the original terms of the Documents shall be null and void, and you shall be bound by the terms of the original Documents as set forth by FPTC, NFS, and us. You also understand and acknowledge that any agreement established by the above-referenced Documents may be terminated in the event that FPTC, its agents, affiliates, or its successors have reasonable grounds to believe the Document(s) has/have been altered.

## Commitments Between You and Us

### Our Commitments to You

When we accept your account application, we are agreeing to serve as your Broker/Dealer and to maintain an account for you. We agree, subject to our acceptance of an authorized order, to buy, sell, or otherwise dispose of securities for you according to your instructions. We and NFS also agree to provide various services and features, as described below. Note that NFS has no fiduciary responsibilities to you or this account, and does not offer any tax, legal, or investment advice, or opinions on the suitability of any investment in connection with this account.

### Your Commitments to Us

Many of these commitments are spelled out more completely on the following pages, but in general, when you sign the account application, you represent and agree to the following:

- to understand that Fidelity Personal Trust Company ("FPTC"), Custodian of your HSA, and NFS do not provide any investment advice as defined under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code, and/or any applicable Securities regulations, in connection with this account, nor does NFS give any advice or offer any opinion with respect to the suitability of any security or order. All transactions will be done only on your order or the order of your authorized representative, except as otherwise described herein.
- to accept full responsibility for the content and accuracy of all authorized instructions placed on your account, and for all results and consequences of these instructions; this includes all investment decisions and trading orders, and all instructions placed by you or any other person you authorize
- to pay all fees, charges, and expenses incurred in your account
- to maintain enough assets in your account to satisfy all obligations as they become due, and to authorize us or NFS to take whatever steps we or NFS may consider necessary to resolve unpaid debts or other obligations
- to (or, in the event you do not, we) choose a money market fund for your core account investment vehicle and to authorize liquidating shares of that account to satisfy any and all debits against your account
- to use the account and its features according to this agreement
- to (or, in the event you do not, we) choose a Bank Deposit Sweep Program for your core account investment vehicle and to authorize withdrawing the applicable balance in your Bank Deposit Sweep Program to satisfy any and all debits in your account
- to let us or NFS monitor and/or record any phone conversations with you

## Account Features

### Core Account and Income Account

Your account includes a core account that is used for settling transactions and holding credit balances ("Core Account"). Amounts credited to your core account will be invested in the core account investment vehicle you indicate on your account application. You understand that if you do not select a core account investment vehicle, or if you are or become a non-U.S. customer who then returns to the U.S., you authorize us or NFS to use the default option as the core account investment vehicle. This will either be a specific money market mutual fund, in which event we will provide the prospectus for that fund, or a bank sweep product, in which event we will provide a disclosure document describing that product in detail.

If you are or become a non U.S. customer, the core will be a money market fund that is eligible for purchase by non-U.S. customers or your uninvested cash will remain in a free credit balance. Different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. You understand that if you do not select a core account, your Broker/Dealer may not consider these differences when selecting a default core account for you.

If the core account investment vehicle designated in your account becomes unavailable at any time for any reason, or if your core account investment vehicle is a money market fund that imposes a fee or gate, you authorize your Broker/Dealer and/or its agent to select an alternative core account investment vehicle in its (their) discretion. In this event, any or all of the credit balance in your account may be placed into the alternative core account investment vehicle at any time.

By signing the Health Savings Account Application, you represent that you have read this Health Savings Account Customer Agreement and understand, authorize and consent to your Broker/Dealer changing your core account investment vehicle, if it becomes unavailable due to circumstances beyond the control of your Broker/Dealer, to another money market mutual fund or bank sweep product, if available, in accordance with applicable rules and regulations, including the Internal Revenue Code and ERISA. You agree to hold NFS, your Broker/Dealer and/or their agents harmless for any actions taken in connection with or resulting from changing your core account investment vehicle, including but not limited to any changes in the rate of return offered by the alternative core account.

### Bank Deposit Sweep Program

If you (or, in the event you do not, we) choose a Bank Deposit Sweep Program as your core account investment vehicle, cash balances in your account will be automatically swept into interest-bearing deposit accounts at one or more federally insured banking institutions that are participating in the Bank Deposit Sweep Program (each, a "Bank") as more fully described in the Disclosure Document. Your cash balances held at each Bank will be eligible for FDIC insurance up to \$250,000 (principal plus accrued interest) per depositor in each insurable capacity per Bank, in accordance with applicable FDIC rules. All deposits (for example, deposits you may make at the Bank outside of the Bank Deposit Sweep Program plus the Bank Deposit Sweep Program cash balance) held by an individual in the same right and legal capacity and at the same Bank are insured up to \$250,000 as described above. Special rules apply to insurance of trust deposits. The amount of FDIC coverage will be limited by the number of Banks in the Bank Deposit Sweep Program, the number of Banks in which your money is deposited, and other factors as more fully described in the Bank Deposit Sweep Program disclosure document. All FDIC insurance coverage is in accordance with FDIC rules.

Neither NFS nor your Broker/Dealer will monitor the total amount of your Bank Deposit Sweep Program and other balances at each Bank to determine whether it exceeds the limit of applicable FDIC insurance.

**You are responsible for monitoring the total amount of your assets on deposit with each Bank (including accounts at each Bank held in the same right and legal capacity) in order to determine the extent of FDIC insurance coverage available to you on those deposits, including your Bank Deposit Sweep Program balance held at each Bank.**

Refer to your Bank Deposit Sweep Program disclosure document for more information on FDIC insurance coverage. You may also contact your Investment Representative with any questions you may have about the Bank Deposit Sweep Program.

### Statements

NFS will send to the address of record a statement of account:

- every calendar quarter, at a minimum
- for any month when you have trading or cash management activity

Your account statements will show all activity in your account for the stated period, including securities transactions, cash balances, credits and debits to your core account, and all fees paid directly from your account.

NFS will also send confirmation for every securities transaction in your account. The only exceptions are automatic investments, automatic withdrawals, dividend reinvestments, transfers to other accounts, and transactions that involve only your core account; for these activities, your regular account statement serves in place of a confirmation.

### Money Market Fund Same-Day Trading and Settlement Program

You agree that your use of the Money Market Fund Same-Day Trading and Settlement Program (SDS) is governed by the terms and conditions in this section. You understand and acknowledge that: (1) SDS purchase trades (buy orders) are funded by cash wired into your account on the day you place an SDS purchase trade (buy), (2) you cannot use the available balance in your core account to fund an SDS purchase trade, (3) cash wired into your account and not used that day will settle overnight into your core account and becomes ineligible to fund SDS purchase trades, (4) NFS may cancel any purchase trade if you have not wired cash into your account by the last transmission intervals available for the SDS fund you want to buy, (5) transmission intervals are determined by NFS and the applicable fund company at their discretion, (6) sale/redemption (sell order) proceeds will not be released to you until the wire is received by NFS, (7) all orders must be placed during trading hours; overnight orders will not be accepted, (8) once an order has been transmitted to the fund company by NFS, it cannot be canceled, and (9) retirement accounts are not eligible for this program.

### Account Protection

Securities in accounts carried by NFS are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit [www.sipc.org](http://www.sipc.org) or call 202-371-8300.

### Transferring Money Electronically

Options for transferring cash in and out of your core account electronically include wires, which use the Federal Reserve wire system, and electronic funds transfers (EFTs), which work like an electronic check. These features are optional and require separate instructions from you, which we will relay to NFS.

### Dividend Reinvestment

In addition to reinvestment of mutual fund dividends, reinvestment of dividends from eligible equities and closed-end funds is an option for most accounts, including retirement accounts. You can choose to have the service apply to all eligible securities in your account, or only to certain ones, although during the time when a security is enrolled for reinvestment, all of that security's eligible distributions must be reinvested through this service.

With certain securities (such as mutual funds), the reinvestment options available in this account may be different than those you would have if you were to invest directly with the issuer.



## Investment Objectives

Below are five common investment objectives. As the account owner, it is up to you to select the account's investment objective. Neither we nor NFS can assure you that any given investment or strategy will achieve your investment objective. Note that the typical investments listed are only examples of the types of investments historically associated with each objective.

### Preservation of Capital

- seek to maintain principal
- interested in investments with very low historical risk of loss of principal

#### *Typical Investments*

- money market funds
- high-quality short-term fixed-income investment

### Income

- seek to generate income from investments
- interested in investments with low historical risk of loss of principal

#### *Typical Investments*

- high-quality short- and medium-term fixed-income investment
- short-term bond funds
- covered call options

### Capital Appreciation

- seek to grow principal value over time
- willing to invest in securities with moderate to above-average historical risk of loss of principal

#### *Typical Investments*

- common stocks
- lower-quality medium-term fixed-income investment
- equity mutual funds or index funds

### Growth and Income

- seek a mix of growing principal value and generating income from investments
- willing to invest in securities with moderate historical risk of loss of principal while having the potential to pay income

#### *Typical Investments*

- common stocks
- medium-term fixed-income investments
- growth and Income mutual funds

## Policies on Transactions

### Credits to Your Account

During normal business hours ("Intra-day"), activity in your account such as deposits and the receipt of settlement proceeds are credited to your account versus any of your debit obligations and may be held as a net free credit balance (the "Intra-day Free Credit Balance"). If you utilize a money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) is automatically swept into your core account, where it is handled as described in this Agreement, except as otherwise noted therein. If you utilize an option other than a money market fund as your core position, the Intra-day Free Credit Balance, if any, generated by such activity occurring prior to NFS's nightly processing cycle is automatically swept into your core account, where it is handled as described in this Agreement, except as otherwise noted herein.

Activity in your account such as deposits and the receipt of settlement proceeds may also occur after the cut-offs described above, or on days the market is not open and the Fedwire Funds Service is not operating (collectively "After-hours"). Those amounts are credited to your account and may be held as a free credit balance (the "After-hours Free Credit Balance") and your net free credit amounts will be included in the next core sweep.

If you utilize a Fidelity money market fund as your core account investment vehicle, there will be an additional automatic sweep into your core account early in the morning prior to the start of business on each business day. This sweep will include your After-hours Free Credit Balance along with credit amounts attributed to certain actual or anticipated transactions that would otherwise generate an Intra-day Free Credit Balance on such business day.

Like any free credit balance, the Intra-day and After-hours Free Credit Balances represent amounts payable to you on demand by NFS. Subject to applicable law, NFS may use these free credit balances in connection with its business. NFS may, but is not required to, pay interest on free credit balances held in your account overnight; provided that the accrued interest for a given day is at least half a cent. Interest, if paid, will be based upon a schedule set by NFS, which may change from time to time at NFS's sole discretion.

Interest paid on a free credit balances will be labeled "Credit Interest" in the Investment Activity section of your account statement. Interest is calculated on a periodic basis and credited to your account on the next business day after the end of the period. This period typically runs from approximately the 20th day of one month to the 20th day of the next month, provided, however, that the beginning and ending periods each year run, respectively, from the 1st of the year to approximately the 20th of January, and approximately the 20th of December to the end of the year. Interest is calculated by multiplying your average overnight free credit balance during the period by the applicable interest rate, provided, however, that if more than one interest rate is applicable during the period, this calculation will be modified to account for the number of days each period during which each interest rate is applicable.

Each check or Automated Clearing House deposit (ACH) deposited is promptly credited to your account. However, the money may not be available to use until up to six business days later, and NFS may decline to honor any debit that is applied against the money before the deposited check or ACH has cleared. If a deposited check or ACH does not clear, the deposit will be removed from your account, and you are responsible for returning any interest you received on it. Note that NFS only can accept checks denominated in U.S. dollars and drawn on a U.S. bank account (including a U.S. branch of a foreign bank). In addition, if NFS has reason to believe that assets were incorrectly credited to your account, NFS may restrict such assets and/or return such assets to the account from which they were transferred.

### Debits to Your Account

Deferred debit card charges are debited monthly. All other debit items (including checks, debit card transactions, bill payments, securities purchases, electronic transfers of money, levies, court orders or other legal process payments) are paid daily to the extent that sufficient funds are available. Note that debits to resolve securities transactions will be given priority over other debits, such as checks or debit card transactions.

As an account owner, you are responsible for satisfying all debits in your account, including any debit balance outstanding after all assets have been removed from an account, and any costs (such as legal fees) that NFS incurs collecting the debit. You are responsible for ensuring that checks issued to you representing distributions from your account are promptly presented for payment. If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct NFS, in its sole discretion, to cancel the check and return the underlying proceeds to you by depositing the proceeds into your account.

To help ensure the proper discharge of debits, it is NFS' policy to do the following when settling debits against your account.

During normal business hours, activity in your account such as wire disbursements and bill payments are debited from your account.

If you utilize a money market fund as your core account investment vehicle and there are debits in your account generated by such activity occurring prior to the market close each business day (or 4:00 PM ET on business days when the market is closed and the Fedwire Funds Service is operating) your debits will be settled using the following sources, in this order:

1. any Intra-Day Free Credit Balances,
2. the core account,
3. any shares of a Fidelity money market fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment.

If you utilize an option other than a money market fund as your core account investment vehicle, and there are debits in your account generated by such activity occurring prior to NFS' nightly processing cycle your debits will be settled using the following sources, in this order:

1. any Intra-Day Free Credit Balances,
2. the core account,
3. any shares of a Fidelity money market fund held in the account that maintains a stable (i.e., \$1.00/share) net asset value and is not subject to a liquidity fee or similar fee or assessment. (If you want to opt out of this source, please contact your Broker/Dealer).

If you utilize a Fidelity money market fund as your core account investment vehicle, there will be an additional automatic sweep early in the morning prior to the start of business on each business day, and debits associated with certain actual or anticipated transactions that would otherwise generate a debit in your account during the business day will be settled using the core account.

In addition to the foregoing, NFS may turn to the following sources to satisfy a debit balance in your account:

- any shares of a Fidelity money market fund held in another non-retirement account with the same registration (which you authorize us to sell for this purpose when you sign the application)
- any securities in any other account at NFS in which you have an interest

In the event you hold a money market fund in your core account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, NFS will remove the impacted fund from your core account and you will hold that fund as a non-core position in your account. Any future core transaction sweeps to the impacted money market fund will cease and amounts in your account awaiting reinvestment will be held in a free credit balance as described in this agreement. The cash available and running collected balance in your account will be reduced by the amount of the value of the impacted money market fund if the fund had been included in the cash available and running collected balance. Payment of debit items from your account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted. NFS and/or your Broker/Dealer will help facilitate the selection of a different core account investment vehicle.

In the event you hold a money market fund in your account that is held outside of your core account that is subject to a liquidity fee or redemption gate (as described in more detail in the fund's prospectus), upon notice to NFS by the fund that a liquidity fee or redemption gate has been imposed, the cash available and running collective balance in your account will be reduced by the amount of the value of the impacted money market mutual fund. Payment of debit items from your account will continue to be paid as described in this agreement, but NFS will only pay items from a money market fund that has imposed a liquidity fee as part of that payment process after the other sources are attempted.

You acknowledge that if a money market fund held in your account imposes a liquidity fee or redemption gate, the money market fund may not provide NFS with much, if any, advance notice of such liquidity fee or redemption gate. As a result, you may not be notified of such liquidity fee or redemption gate when you submit a trade. However, as instructed by the fund (and disclosed in the fund prospectus), your trade will be subject to such liquidity fee or redemption gate, and it may be applied to your trade retroactively.

Money market fund shares used to pay debits are redeemed at the NAV in effect at the time. For disclosures concerning money market funds, see "Money Market Fund Investments" later in this agreement.

## Resolving Unpaid Debts or Other Obligations

If your available balance is not enough to satisfy a given debit, we and NFS reserve the right to take action as we see fit, including any of the following:

- decline to honor the debit, which may result in fees (such as a returned check fee) or other consequences for you

Note that at any time, we or NFS may reduce your available balance based on obligations that have been incurred but not yet debited.

It is important to understand that we and NFS have additional choices for resolving unsatisfied obligations. Like many other securities brokers, we and NFS reserve the right to sell, transfer, or otherwise use any assets or other property in which you have an interest — either currently or at any other time — to discharge any obligations you may have to us or NFS (including unmatured and contingent obligations), and to do so without further notice or demand. For example, if you have bought securities but not paid for them, we or NFS may sell them ourselves and use the proceeds to settle the purchase.

We or NFS may also use property to satisfy an obligation, whether or not we or NFS have made advances in connection with this property. This provision extends to any property held by you or carried for any account of yours, including any credit balances, assets, and contracts, as well as shares of any mutual funds or other investment companies for which we, NFS, or an affiliate of either one provides management or administrative services. Although we or NFS may use other methods when we determine they may be more appropriate, we or NFS reserve the right to use the provisions described in this section at any time, except in cases involving retirement accounts when these provisions would conflict with the Employee Retirement Income Security Act of 1974 (ERISA) or the Internal Revenue Code of 1986, both as amended.

## Fee Payments

You hereby acknowledge that there are fees associated with your HSA. I understand that there is a \$35 NFS Annual Maintenance Fee that may be paid separately (if consented to by NFS) or collected from your HSA. You understand that there is a \$25 NFS Liquidation/Termination fee that will be collected directly from your account when you liquidate or terminate your HSA. You understand and hereby acknowledge that NFS may change the fees from time to time. You will contact your Broker/Dealer for further fee information.

If the annual fee amount is deducted from your core account, you must ensure that sufficient funds are available; if your core account has insufficient funds to cover the fee amount owed, your account may receive an unpaid fee posting; if an unpaid fee posting exists in your core account, and if you contribute to your HSA, part or all of the contribution will be applied to the unpaid fee posting, however, the full contribution amount will still be reported to the IRS (as applicable); your Broker/Dealer may sell any or all of your HSA assets to satisfy the HSA annual maintenance fee and any associated expenses such as brokerage commissions and/or liquidation charges.

You understand that FPTC may be required to file IRS Form 990-T on your behalf in order to report Unrelated Business Taxable Income (UBTI) of \$1,000 or more on Master Limited Partnerships (MLP) and Limited Partnerships (LP) held in your HSA. IRS Form 990-T is required to be filed by the tax filing deadline, including any extensions. You understand that in accordance with Section 19(a) of your Premiere Select HSA Custodial Agreement, as applicable, if a Form 990-T filing is required a \$300 IRS 990-T UBTI Tax Return Filing fee will be paid from the core account of this HSA.

If your account is enrolled (or subsequently becomes enrolled) in a managed account program you're your Broker/Dealer, you authorize NFS to deduct from your HSA fees for financial advisory services rendered to you by your Broker, Financial Advisor, or Investment Professional (herein, "Investment Professional") in connection with your Health Savings account, and as described in your Premiere Select HSA Custodial Agreement and Disclosure Statement, as applicable. You represent that you have reviewed the financial advisory fees with your Investment Professional. You understand that the determination of whether any financial advisory fees paid to your Broker/Dealer and/or Investment Professional are reasonable for the services provided to you by your Broker/Dealer and/or Investment Professional is your sole

responsibility, and that NFS and FPTC are not parties to any written agreements you may have entered into with your Broker/Dealer and Investment Professional which allows for financial advisory fees to be charged by your Investment Professional. You acknowledge and agree that neither NFS nor FPTC will incur any liability for the payment of financial advisory fees to your Investment Professional, and you authorize NFS to accept instructions from your Broker/Dealer or Investment Professional as to the amount and timing of the payment of financial advisory fees and to debit your account to pay such fees to your Investment Professional on your behalf. You understand your Broker/Dealer may charge fees in addition to or in lieu of those described herein, and that it is your obligation to ensure you comply with the HSA contribution, distribution, and prohibited transactions rules.

You understand that the financial advisory fees will be paid from the core account of your HSA as described in this HSA Customer Agreement. You understand this authorization will remain in effect until it is terminated by you, your Broker/Dealer or by NFS (or its agents, affiliates, or successors) in writing. You acknowledge and agree such termination shall not affect any obligation or liability arising prior to termination. NFS shall be entitled to rely conclusively upon any financial advisory fee instruction or direction received by your Broker/Dealer or Investment Professional and NFS and FPTC shall be indemnified for any action or inaction with respect to honoring such instructions or directions.

#### **Use of Funds Held Overnight**

As compensation for services provided with respect to accounts, NFS receives use of: amounts from the sale of securities prior to settlement; amounts that are deposited in the accounts before investment; and disbursement amounts made by check prior to the check being cleared by the bank on which it was drawn. Any above amounts will first be netted against outstanding account obligations. The use of such amounts may generate earnings (or "float") for NFS or instead may be used by NFS to offset its other operational obligations. Information concerning the time frames during which NFS may have use of such amounts and rates at which float earnings are expected to accrue is provided as follows:

- (1) **Receipts.** Amounts that settle from the sale of securities or that are deposited into an account (by wire, check, EFT or other means) will generally be invested in the account's core account investment vehicle by close of business on the business day following NFS's receipt of such funds. NFS gets the use of such amounts from the time it receives funds until the core account purchase settles on the next business day. Note that amounts disbursed from an account (other than as referenced in Section (2) below) or purchases made in an account will result in a corresponding "cost" to NFS. This occurs because NFS provides funding for these disbursements or purchases one day prior to the receipt of funds from the account's core account.

These "costs" may reduce or eliminate any benefit that NFS derived from the receipts described previously.

- (2) **Disbursements.** NFS gets the use of amounts disbursed by check from accounts from the date the check is issued by NFS until the check is presented and paid.
- (3) **Float Earnings.** To the extent that such amounts generate float earnings, such earnings will generally be realized by NFS at rates approximating the Target Federal Funds Rate.

#### **Transaction Settlement Deadlines**

Unless notified to the contrary, you need to pay for all transactions by 2 p.m. Eastern Time on the settlement date, and deliver all securities in time for us to receive them one business day before the settlement date. We and NFS reserve the right to cancel or liquidate, at your risk, any transaction not settled in a timely way.

#### **Bank Wires and EFT Transactions**

Bank wire transfers to your bank are normally processed the same day, depending on the time received. A wire may be for between \$10,000 and \$999,999,999.99.

EFTs are normally completed within three business days of your request. Money deposited via EFT is normally not available for withdrawal for four to six business days. An EFT transfer may be for between \$10 and \$999,999,999.99. The two accounts involved in an EFT transaction must have at least one owner's name in common (and that name must match exactly).

For EFT transactions, you hereby grant us limited power of attorney for purposes of redeeming any shares in your accounts (with the right to make any necessary substitutions), and direct us to accept any orders to make payments to an authorized bank account and to fulfill these orders through the redemption of shares in your account. You agree that the above appointments and authorizations will continue until either the account is terminated, we receive written notice of any change, or we have sent 30 days' written notice to your account's address of record indicating that we will cease to act as agents to the above appointments.

#### **Checkwriting**

When you request (and are approved for) checkwriting, your checks will be drawn on an account at BNY Mellon. If you write a check and your collected balance (as defined in "Debits to Your Account") is not sufficient to honor the full amount, the check will be dishonored and neither BNY Mellon nor we are liable to you for any consequences.

Checkwriting is covered by its own Checkwriting and Debit Card Agreement and Disclosure Statement, which are mailed to you. Although these documents are provided separately, they are incorporated herein by reference (are legally considered part of this agreement).

You are responsible for reviewing your confirmations and statements for your account and for monitoring all of your check transactions for accuracy, including for any unauthorized transactions, such as forged signatures. You are responsible for immediately notifying us of any inaccurate check transactions.

#### **Debit Cards**

When you request (and are approved for) a debit card, BNY Mellon will issue a card to you. Each debit card is covered by the Checkwriting and Debit Card Agreement and Disclosure Statement (see "Checkwriting") above.

As an account owner, you are responsible for:

- any usage of any debit card on the account
- understanding the terms of the debit card agreement before you begin using the card
- advising any other card holders on your account that these agreements will apply to them, that they may be responsible for paying any charges you or other card holders fail to pay, and that their credit records may be affected by any activity on the account, whether attributable to them or not.

Total debit card transactions generally are limited to your collected balance, or to the following, whichever is lower:

- total debit card transactions (including merchant transactions, and authorizations): \$30,000 per day
- any additional limits set by BNY Mellon or by a merchant, or bank processing a transaction

Note that on any account, we typically reduce your collected balance as soon as a debit card transaction is authorized, whether or not the authorization results in an actual transaction.

#### **Dividend Reinvestment**

With this feature, all dividends paid by securities that you designate for reinvestment are automatically reinvested in additional shares of the same security. ("Dividends" here means cash dividends and capital gain distributions, but not cash-in-lieu payments, late ex-dividend payments, and special dividend payments.) In designating any security for reinvestment, you authorize NFS to purchase shares of that security for your account.

To be eligible for this feature, a security must satisfy all of the following:

- be a closed-end fund, domestic common stock, or ADR
- be held in street name by NFS (or at a securities depository on its behalf)
- not be held as a short position

Dividends are reinvested on shares that satisfy all of the following:

- the security is eligible
- you own the shares on the dividend record date
- you own the shares on the dividend payable date (or the posting date, for shares handled through the Depository Trust Company ("DTC") program described below), even if you sell them that day
- your position in the security has been settled on or before the record date
- the shares are designated for reinvestment as of 9:00 p.m. Eastern Time on the record date (or, if the record date is not a business day, then the last business day before the record date)

If you designate securities on an account-wide basis, any ineligible securities you own will automatically be designated if and when they become eligible.

The reinvestment of dividends may be delayed in certain circumstances. NFS reserves the right to suspend or completely remove securities from participation in dividend reinvestment and credit such dividends in cash at any time without notice.

If you designate securities individually, and want to designate a new security you are buying, you can do so when you place your order to buy the security; however, if you are buying through a limit order, you will have to reconfirm the designation at the end of every business week that your order remains unfilled.

If an issuer delays a dividend, the reinvestment will occur on the day the dividend is actually paid.

Automatic reinvestments often involve purchase of partial shares, calculated to three decimal places. Partial shares pay pro-rated dividends and can be sold if you sell your entire share position, and will be liquidated automatically in transfers and certain other situations, but otherwise typically cannot be sold.

Although for dividend reinvestments your regular account statement takes the place of a confirmation, you can obtain immediate information the day after the reinvestment date by contacting us.

#### Optional Dividends

At times certain issuers that pay dividends may offer shareholders an opportunity to elect to receive stock or cash, or a combination of both. This is known as an "Optional Dividend." The issuer will assign a default if no instruction is received. For example, the default option could be cash, stock, or a combination of both. You have the opportunity up until the applicable deadline to make an election to receive the payment of their choice. Please be advised, if you do not make an election prior to the deadline, your account will be assigned a default election based on the dividend reinvestment program instructions you established with respect to your account. **This default election will be utilized in lieu of the issuer's default option being applied to your account.**

#### Depository Trust Company's (DTC) Dividend Reinvestment Program

At our option, we may buy reinvestment shares through a program offered by the Depository Trust Company ("DTC") that offers a share price discount of up to 5%. To find out which securities are currently available through the DTC, contact us. Note that the availability through this program of any given security may change without notice. Also note that DTC program transactions take longer to process: Although the transactions are effective as of the dividend payable date, they are generally not posted to your account until 10 to 15 days later. If you sell your dividend-generating shares before the posting date, the dividend will not be reinvested.

To remove securities from the dividend reinvestment service, notify us in writing or during business hours. We must receive your notification by 9:00 p.m. Eastern Time one business day before the record date (or, if the record date is not a business day, then two business days before the record date).

Note that dividend reinvestment does not assure a profit on your investments and does not protect against loss in declining markets.

#### Precious Metals

Precious metals are not covered by SIPC account protection, but are insured by the depository at market value if stored through NFS. When trading precious metals, note that because they can experience sudden and rapid price changes, they are risky as investments, and you cannot be guaranteed an advantageous price when you trade them. If you take delivery of precious metals, delivery charges and sales and use taxes will apply.

## Monitoring Your Account

As an account owner, you are responsible for monitoring your account. This includes making sure that all transactions are accurate and that you are receiving confirmations, account statements, and any other expected communications. It also includes reviewing these documents to see that information about your account is accurate and contains nothing suspicious. You understand that NFS does not monitor your account for you and has no duty to advise you of any issue regarding your account or us.

If you have a Bank Deposit Sweep Program as your core account investment vehicle, you are responsible for monitoring the total amount of your assets on deposit with each Bank in the Bank Deposit Sweep Program (including amounts in other accounts at each Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to you. If you are a trustee or other fiduciary, you are responsible for determining the application of the insurance rules for the account and its beneficiaries.

So long as we or NFS send communications to you at the physical or electronic address of record given on the application, or to any other address given to us by an owner, the communications are legally presumed to have been delivered, whether you actually received them or not. In addition, confirmations are legally presumed to be accurate unless you specifically tell us otherwise within five days of when they were sent to you; account statements, within ten days.

If you have not received a communication you expected, or if you have a question or believe you have found an error in any communication from us, telephone us immediately, then follow up with written notice.

## Asset Movement Authorization

If you do not select Level 1 or Level 2 Asset Movement Authorization, your signature will be required for money movement transactions.

#### Asset Movement Authorization Level 1:

This authorization permits your Broker/Dealer to request the following:

- Disbursement of checks made payable to you and sent to your mailing address of record.
- Disbursement of checks made payable and/or mailed to an alternate name(s) and/or address pursuant to written standing instructions\* from you.
- Transfers of cash or securities\*\* from your HSA to accounts you own individually that are maintained at your Broker/Dealer, and if applicable, to your accounts held with Fidelity Brokerage Services LLC (an affiliate of NFS) through your Broker/Dealer's affiliate investment advisor.
- Disbursement of funds electronically (including via Bank Wire\*\*, Electronic Funds Transfer ("EFT") and any other means available) pursuant to written standing instructions\* from you.
- Transfers of cash or securities\*\* from your HSA to accounts that you do not own individually that are maintained at your Broker/Dealer pursuant to written standing instructions\* from you (distributions from HSAs to nonretirement accounts that you do not own individually).

\* You must submit a Premiere Select Standing Payment Instructions form separately to establish written standing instructions (refer to Standing Payment Instructions below).

\*\* This is ineligible for periodic distribution plans.

OR

### Asset Movement Authorization Level 2

This authorization permits your Broker/Dealer to:

- Perform all Authorization Level 1 payment methods (see above).
- Disburse funds via Bank Wire to any account you own individually that is maintained at a receiving bank or financial institution, without standing instructions from you. **Note:** You understand and agree that NFS cannot confirm the account registration at the receiving bank or financial institution and will rely solely on the representations of your Broker/Dealer as to the registration of the receiving account.

**Timing and amount** — Your Broker/Dealer will direct NFS with respect to the timing and specific amount of distributions to be made in cash or in-kind.

**Reason for distribution** — Your Broker/Dealer will direct NFS with respect to the reason for the distribution for certain distribution types. The following reasons may apply:

- Normal — All distributions not due to death, disability, divorce or return of excess contribution will be a normal distribution.
- Return of Excess Contribution.
- Death Distribution

**Note:** By signing this form you accept any consequences, including any tax obligations, associated with any distribution initiated by you or your Broker/Dealer.

**Standing Payment Instructions** You must establish standing payment instructions with your Broker/Dealer to permit your Broker/Dealer to disburse funds electronically (including via Bank Wire, EFT, and any other means available) on your behalf, to disburse checks made payable and/or mailed to an alternate name(s) and/or address, and/or to transfer cash or securities from your HSA to accounts that you do not own individually. Complete a Premiere Select Standing Payment Instructions form and submit to your investment representative.

**Payment method** — Your investment representative will direct NFS to pay distributions from your HSA to you or a third party based on the Asset Movement Authorization levels.

**Important:** You must complete the appropriate distribution request form and submit to your investment representative for the following requests:

- Distribution(s) due to disability.
- Distribution(s) to correct an excess contribution.

### Standing Instructions

You must establish standing instructions to permit your Authorized agent/Advisor to disburse funds electronically (including via Bank Wire, EFT, and any other means available), via check to an alternate payee or address or to a nonretirement account, held with your Broker/Dealer, that you do not own individually.

## Limits of Responsibility

Although all entities that provide services to your account strive to ensure the quality and reliability of those services, neither we nor NFS can be responsible for the availability, accuracy, timeliness, completeness, or security of any service related to your account.

You therefore agree that we and NFS are not responsible for any losses (meaning claims, damages, actions, demands, investment losses, or other losses, as well as any costs, charges, attorneys' fees, or other fees and expenses) that you incur as a result of conditions beyond our control or any agreement between the parties. This includes, for example:

- any action that is done in accordance with the procedures described in this agreement or an applicable mutual fund or securities prospectus or Bank Deposit Sweep Program disclosure document or other investment description
- the acceptance and processing of any order placed on your account, whether received electronically or through other means, as long as the order reasonably appears to be authentic

- investment decisions or instructions placed in your account, or other such actions attributable to you or any authorized person
- occurrences related to governments or markets, such as restrictions, suspensions of trading, bank closures or bank regulatory, legal or other limitations or restrictions, or high market volatility or trading volumes
- uncontrollable circumstances in the world at large, such as wars, earthquakes, power outages, or unusual weather conditions
- occurrences related to computers and communications, such as a network or systems failure, a message interception, or an instance of unauthorized access or breach of security
- the storage and use of information about you and your account(s) by our systems and transmission of this information between you and us; these activities occur entirely at your risk
- telephone requests for money transfers, so long as we transmit the proceeds to you or the bank account number identified
- any checks or other debits to your account that are not honored because the account has insufficient funds. If any service failure is determined to be our responsibility, we will be liable only for whatever benefit you would have realized up to the time by which you should have notified us, as specified earlier in "Monitor Your Account."

## Indemnification

You agree to indemnify us from, and hold us harmless for, any losses (as defined in "Limits of Responsibility") resulting from your actions or failures to act, whether intentional or not, including losses resulting from actions taken by third parties.

Beyond taking reasonable steps to verify the authenticity of instructions, we have no obligation to inquire into the purpose, wisdom, or propriety of any instruction we receive.

## Terms Concerning This Agreement

### Applicability

This agreement is the only agreement between you and us concerning its subject matter, and covers all brokerage accounts that you, at whatever time, open, reopen, or have opened with us. In addition, if you have already entered into any agreements concerning services or features that relate to this account, or if you do so in the future, this agreement incorporates by reference the terms, conditions, and policies of those agreements. In the case of any conflict between this agreement and an agreement for a particular service or feature, the service or feature agreement will prevail.

### Governing Laws and Policies

**This agreement and its enforcement are governed by the laws of the Commonwealth of Massachusetts, except with respect to its conflicts-of-law provisions.**

All transactions through NFS are subject to the rules, guidelines, and customs of the marketplace where they are executed, and those of any clearing facility NFS may use, as well as applicable state and federal laws and any NFS trading policies and limitations that are in effect at the time.

### Modification and Enforcement

We may amend this agreement at any time. This may include changing, dropping, or adding fees and policies, changing features and services or the entities that provide them, and limiting the usage or availability of any feature or service, within the limits of applicable laws and regulations. Although it is our policy to send notice to account owners of any material changes, we are not obligated to do so in most cases. Outside of changes originating in these ways, no provision of this agreement can be amended or waived except in writing by one of our authorized representatives.

We or NFS may transfer our interests in this account or agreement to any of our successors and assigns, whether by merger, consolidation, or otherwise. You may not transfer your interests in your account or agreement except with our prior written approval, or through

inheritance, corporate dissolution, or similar circumstance, as allowed by law, in which case any rights and obligations in existence at the time will accrue to, and be binding on, your heirs, executors, administrators, successors, or assigns.

We or NFS may enforce this agreement against any and all account owners. Although we or NFS may not always enforce certain provisions of this agreement, both parties retain the full right to do so at any time.

If any provision of this agreement is found to be in conflict with applicable laws, rules, or regulations, either present or future, that provision will be enforced to the maximum extent allowable, or made to conform, as the case may be. However, the remainder of this agreement will remain fully in effect.

If for any reason (such as the termination of a contract between us and NFS) your account is held directly by NFS, it may be restricted, and there may be new or different fees and commissions. Examples of restrictions include the ability to place sell orders only and the loss of electronic trading.

NFS may offset regulatory transaction or activity fees that are assessed by certain self-regulatory organizations or regulatory authorities against NFS ("Activity Assessment Fees"). You acknowledge that NFS has the right to determine such offset of Activity Assessment Fees in its sole and exclusive discretion and that such offset of Activity Assessment Fees may differ from or exceed the regulatory transaction or activity fees in connection with your transactions. Such differences may be caused by various factors including, among other things, the rounding methodology used by NFS, the use of allocation accounts, transactions or settlement movements for which a regulatory transaction or activity fee may not be assessed, differences between the dates of fee rate changes and various other reasons. You acknowledge that NFS has made no representation that Activity Assessment Fees assessed to you will equal the regulatory transaction fees assessed against NFS in respect of or resulting from your transactions.

#### Termination

We or NFS can terminate your account or this agreement at any time, for any reason, upon written notice to you. You can close your account, or terminate any optional feature, by notifying us in writing or calling us on a recorded line. When an account is closed, all debit cards, checkwriting, and other features associated with it are terminated.

Regardless of how or when your account is closed, you will remain responsible for all unpaid obligations of your account. This includes charges, debit items, or other transactions you initiated or authorized, whether arising before or after termination, as well as any fees incurred but not yet charged to your account. Payment for these obligations will be deducted from your final account balance.

Your account balance and certain uncashed checks issued from your account may be transferred to a state unclaimed property administrator if no activity occurs in the account or the check remains outstanding within the time period specified by the applicable state law.

**Texas Residents only:** In accordance with Texas House Bill 1454, you, as an account owner, may designate a representative for the purpose of receiving a due diligence notice. If you add a designated representative, NFS is required to mail the written notice upon presumption of abandonment to the representative, in addition to mailing the notice to you, the account owner.

In the event that we or NFS determine that the Bank Deposit Sweep Program is no longer an eligible core account investment vehicle, you authorize the withdrawal of your account balance from the Bank Deposit Sweep Program and agree that such funds may be invested in a different core account investment vehicle at the sole discretion of us or NFS. You understand and agree that the new core account investment vehicle (i) may not be a Bank Deposit Sweep Program, (ii) may not be eligible for FDIC insurance and (iii) may not provide the same interest rate and/or rate of return as your previous core account investment vehicle. In the event of such occurrence, you may contact your Broker/Dealer for information on any such core account investment vehicle.

## Notices and Disclosures

### Account Administration

FINRA Rule 4311 requires that we identify the various account administration functions that we and NFS each agree to perform. Below is a summary of this information; for a more complete description, contact us.

As your Broker/Dealer, we will:

- open, approve, and monitor your brokerage account
- transmit accurate, timely instructions to NFS regarding your brokerage account
- determine the suitability of any investment recommendations and advice
- operate your brokerage account in compliance with applicable laws and regulations
- maintain proper books and records of all services we perform for you

At our direction, NFS will:

- execute, clear, and settle transactions that we process through them
- send you transaction confirmations and periodic brokerage account statements, if we don't do this ourselves
- act as custodian for all funds and securities they receive on your behalf
- carry out our instructions regarding the transactions, and the receipt and delivery of securities, on your brokerage account
- maintain proper books and records of all services they perform in connection with your account

Note that NFS may not have verified certain pricing information that we or third parties provide to you. For more information on the allocation of services, speak with one of our representatives.

### Non-Transferable Securities

In the event that any securities in your account become non-transferable, NFS may remove them from your account without further notice. Non-transferable securities are those where transfer agent services have not been available for six or more years. A lack of transfer agent services may be due to a number of reasons, including that the issuer of such securities may no longer be in business and may even be insolvent.

Note the following:

- There are no known markets for these securities.
- NFS is unable to deliver certificates to you representing these positions.
- These transactions will not appear on Form 1099 or any other tax reporting form.
- The removal of the position will not be reported as a taxable distribution and any reinstatement of the position will not be reported as a contribution.
- If transfer agent services become available sometime in the future, NFS will use its best efforts to have the position reinstated in your account.
- Positions removed from your account will appear on your next available account statement following such removal as an "Expired" transaction.

By opening and maintaining an account with NFS, you consent to the actions as described above, and you waive any claims against your Broker/Dealer or NFS arising out of such actions. You also understand that your Broker/Dealer does not provide tax advice concerning your account or any securities that may be the subject of removal from or reinstatement into your account and you agree to consult with your tax advisor concerning any tax implications that may arise as a result of any of these circumstances.

## Routing of Orders

Brokerage orders (including those generated by reinvested dividends) are routed through NFS, who in turn sends orders to various exchanges or market centers for execution. In deciding where to send an order, NFS looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. Although you can give instructions with a written order (though not an order placed through any telephone, electronic, or online trading system) that the order be sent to a particular marketplace, NFS's order-routing policies are designed to result in transaction processing that is favorable for you.

Note that we and NFS may receive monetary payments or other consideration (such as financial credits or reciprocal business) for directing equity trades to particular broker/dealers or market centers for execution.

## Credit-Related Information

For the name and address of any credit reporting agency from whom we or NFS has obtained information about you, send a written request to us or the card issuer, as applicable.

## Money Market Fund Investments

You could lose money by investing in a money market fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the fund is not

insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Fidelity's government and U.S. Treasury money market funds will not impose a fee upon the sale of your shares, nor temporarily suspend your ability to sell shares if the fund's weekly liquid assets fall below 30% of its total assets because of market conditions or other factors.

## Customer Identification Program Notice

To help the government fight financial crimes, Federal regulation requires your Broker/Dealer and us to obtain your name, date of birth, address, and a government-issued ID number before opening your account, and to verify the information. In certain circumstances, we may obtain and verify comparable information for any person authorized to make transactions in an account. Also, Federal regulation requires us to obtain and verify the beneficial owners and control persons of legal entity customers. Requiring the disclosure of key individuals who own or control a legal entity helps law enforcement investigate and prosecute crimes. Your account may be restricted or closed if we or your Broker/Dealer cannot obtain and verify this information. We or your Broker/Dealer will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if your account is restricted or closed.

NFS does not permit bearer-share entity accounts known to NFS on its platform. If it comes to NFS' attention that an entity account has issued or is permitted to issue bearer shares, NFS will restrict the account to permit liquidations only.

## Pre-Dispute Arbitration Clause

**This agreement contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when you sign your account application, You, your Broker/Dealer, and NFS agree as follows:**

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed and any amendments thereto, shall be incorporated into this agreement.

**All controversies that may arise between me, my Broker/Dealer and NFS concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice**

**interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between me, my Broker/Dealer and NFS whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If I designate the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then I shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member. If I do not notify you in writing of my designation within five (5) days after such failure or after I receive from you a written demand for arbitration, then I authorize you and/or NFS to make such designation on my behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

Account Number

Premiere Select®

# Standing Payment Instructions

Use this form to establish, change, or delete standing Intra-Bank Payment ("IBP"), Bank Wire, Electronic Funds Transfer ("EFT"), Journal and/or Check Disbursement instructions on your Premiere Select Traditional, Roth, Rollover, SEP or SIMPLE IRA, IRA Beneficiary Distribution Account ("BDA"), Roth IRA BDA, Premiere Select Retirement Plan account, or Retirement Plan BDA, (collectively referred to as "retirement account") and Health Savings Account ("HSA") held through National Financial Services LLC ("NFS").

Type on screen or fill in using CAPI AL letters and black ink. If you need more room for information, use a copy of the relevant page.

## Helpful to Know

- **ONLY use this form for retirement or HSA accounts.**
- Standing Instructions that are added to your account may be purged from the system due to inactivity after an extended period of time.
- If establishing 1st Party EFT instructions, a copy of a voided check, deposit slip or statement must be provided to your Broker/Dealer with this form.
- If you are using standing Electronic Funds Transfer (EFT) or Intra-Bank Payment (IBP) instructions to pay your IRA or HSA Annual Maintenance Fee, the instructions must be from a 1st Party account.
- If you are using standing journal instructions to pay your IRA or HSA Annual Maintenance Fee, the account must be an account registered to you either individually or as a joint owner and cannot be a retirement account or HSA.
- **Note:** Contact your investment representative for information on how to request a distribution from your account and/or how to establish IRA or HSA annual maintenance fee payment instructions, as applicable.

## 1. Account Owner

First Name	Middle Name	Last Name

## 2. Intra-Bank Payments (IBP) Standing Instructions

IBP is a same-day transfer system that enables you to move money between your IRA or HSA and your bank account carried at your Broker/Dealer's affiliated bank.

- Check one. ▶  Establish new instructions
- Use these instructions to pay the Annual Maintenance Fee
- Change existing instructions
- Delete existing instructions
- Checking **OR**  Savings

Obtain the correct routing number from the bank. ▶

Bank Routing Number	Bank Name
Bank Account Number	Owner(s) Name(s) Exactly as on Bank Account





### 3. Bank Standing Instructions

**Bank Standing Instructions** allow you to move money between your retirement or HSA account and a bank account via Bank Wire (processed via the Federal Reserve System), or EFT (processed via the Automated Clearing House, "ACH"). **Bank Wire:** Once Bank Wire standing instructions are established and approved, they are active immediately. Your Broker/Dealer and/or your bank may charge a fee for a Bank Wire. **EFT:** EFT may take 4-5 business days to become active. Business days are Monday through Friday. Bank and New York Stock Exchange holidays are not included. EFT receipts are available for 1st Party EFT only and are allowed into Premiere Select Traditional, Roth, Rollover, SEP-IRAs, and HSAs only. **If establishing 1st Party EFT, a voided check, deposit slip or statement must be included with this form.**

#### Bank Wire

- Check one.  Establish new instructions  
 Change existing instructions  
 Delete existing instructions

Line Number

*If you have multiple instructions established and are changing or deleting an existing instruction, include the line number. Obtain the line number from your investment representative.*

Obtain the correct routing number from the bank. Different routing numbers may be used for Bank Wires and EFT transactions.

Payee Name(s) and Address is REQUIRED.

Use to provide an additional message to receiving bank.

Use for wiring through an intermediary bank.

REQUIRED if the bank account is OUTSIDE the U.S.

Bank Routing Number		Bank Name		
Bank Account Number <i>final destination</i>		Payee Name(s) Exactly as Shown on Bank Account		
Payee Address				
City		State/Province	Zip/Postal Code	
Details				
Further Credit Account Number			Further Credit Name	
SWIFT Code			Destination Country	

#### EFT Instructions #1

- Check one.  Establish new instructions  
 Change existing instructions  
 Delete existing instructions

Line Number

*If you have multiple instructions established and are changing or deleting an existing instruction, include the line number. Obtain the line number from your investment representative.*

- Check one.  **1st Party** The retirement or HSA account owner is an owner of the bank account.  
 Use these instructions to pay the Annual Maintenance Fee.  
 **3rd Party** The retirement or HSA account owner is not an owner of the bank account.  
 Checking **OR**  Savings

Obtain the correct routing number from the bank. Different routing numbers may be used for Bank Wires and EFT transactions.

Bank Routing Number		Bank Name		
Bank Account Number <i>final destination</i>		Payee Name(s) Exactly as Shown on Bank Account		

continued on next page



### 3. Bank Standing Instructions *continued*

#### EFT Instructions #2

- Check one. ►  Establish new instructions  
 Change existing instructions  
 Delete existing instructions

Line Number

*If you have multiple instructions established and are changing or deleting an existing instruction, include the line number. Obtain the line number from your investment representative.*

- Check one. ►  **1st Party** *The retirement or HSA account owner is an owner of the bank account.*  
 Use these instructions to pay the Annual Maintenance Fee.  
 **3rd Party** *The retirement or HSA account owner is not an owner of the bank account.*  
 Checking **OR**  Savings

*Obtain the correct routing number from the bank. Different routing numbers may be used for Bank Wires and EFT transactions.*

Bank Routing Number	Bank Name
Bank Account Number <i>final destination</i>	Payee Name(s) Exactly as Shown on Bank Account

### 4. Journal Standing Instructions

**Journal Standing Instructions** allow you to transfer cash or securities from the account number provided at the top of this form to another brokerage account ("to account") provided below.

- Certain journals and transfers are not permissible from retirement or HSA accounts to other brokerage accounts or retirement accounts. Consult with your investment representative for further information.
- Establish Instructions *Provide the "to account" numbers that you wish to establish:*  
 Use these instructions to pay the Annual Maintenance Fee *Payment will be transferred from the first account listed below.*

Account Number

Account Number

Account Number

Account Number

- Delete Instructions *Provide the "to account" numbers that you wish to delete:*

Account Number

Account Number

Account Number

Account Number



## 5. Check Disbursement Standing Instructions

**Check Disbursement Standing Instructions** allow you to request that a check be paid and mailed to the name and address on record or to an alternate payee and/or alternate address listed below.

### Payee #1

- Check one. ▶  Establish new instructions
- Change existing instructions
- Delete existing instructions

Line Number
-------------

*If you have multiple instructions established and are changing or deleting an existing instruction, include the line number. Obtain the line number from your investment representative.*

- Check one. ▶  **1st Party** Paid and mailed to name and address on record.  
(If selected, only the Memo and Check Stub Information fields can be modified.)
- 3rd Party** Paid and/or mailed to an alternate name(s) and/or address.

Avoid any account number or SSN that compromises a customer's identity. If needed, use the Memo and Check Stub Information fields.

Payee		
Attention maximum 32 characters total including "Attn:"		Care of maximum 32 characters total including "C/O"
Attn:	<b>OR</b>	C/O
Address		
City	State/Province	Zip/Postal Code
Memo maximum 30 characters		
Check Stub Information maximum 100 characters		

Information provided in the Memo field will print on the check but will not appear visible in the window of the envelope.

### Payee #2

- Check one. ▶  Establish new instructions
- Change existing instructions
- Delete existing instructions

Line Number
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*If you have multiple instructions established and are changing or deleting an existing instruction, include the line number. Obtain the line number from your investment representative.*

- Check one. ▶  **1st Party** Paid and mailed to name and address on record.  
(If selected, only the Memo and Check Stub Information fields can be modified.)
- 3rd Party** Paid and/or mailed to an alternate name(s) and/or address.

Avoid any account number or SSN that compromises a customer's identity. If needed, use the Memo and Check Stub Information fields.

Payee		
Attention maximum 32 characters total including "Attn:"		Care of maximum 32 characters total including "C/O"
Attn:	<b>OR</b>	C/O
Address		
City	State/Province	Zip/Postal Code
Memo maximum 30 characters		
Check Stub Information maximum 100 characters		

Information provided in the Memo field will print on the check but will not appear visible in the window of the envelope.

## 6. Signature and Date *Form cannot be processed without signature and date.*

By signing below, you:

- Authorize National Financial Services LLC ("NFS"), the agent of Fidelity Management Trust Company ("FMTC") and Fidelity Personal Trust Company, FSB ("FPTC"), Custodian/Trustee, to utilize these payment instructions when you request a distribution(s) from your account for payment to the designated payee, bank or other brokerage accounts above in accordance with the instructions given by you and/or your Broker/Dealer to NFS without first confirming those instructions with you directly.
- Understand and agree that NFS will not be liable for any loss, cost, or expense so long as NFS transmits the distribution proceeds to the bank account or payee identified above or transfers cash or securities to another brokerage account maintained at your Broker/Dealer identified above. NFS reserves the right, but has no obligation, to confirm your Broker/Dealer's instructions with you prior to acting on such instructions.
- Further certify and agree that the above directions and authorizations in this document will continue until your Broker/Dealer and, if required, NFS receive the actual written notice of any change thereof.
- Further agree to indemnify and hold harmless NFS, FMTC, FPTC and their officers, directors, employees, agents, affiliates, shareholders, successors, assigns, and representatives from and against any and all losses, claims, or financial obligations that may arise from any act or omission by you and/or your Broker/Dealer with respect to your retirement or HSA account.
- Understand and agree that NFS cannot confirm the account registration at a receiving bank or financial institution
- Understand that these instructions may be purged from your account if the instructions have not been used for an extended period of time.

**Either the account owner or an authorized individual must print name, sign, and date.**

Print Account Owner Name <i>First, M.I., Last</i>	
Account Owner Signature	Date <i>MM - DD - YYYY</i>
<b>SIGN</b> ▶	▶

# Premiere Select<sup>®</sup> HSA Custodial Agreement

## Premiere Select Health Savings Account Under Section 223(a) of the Internal Revenue Code

### IMPORTANT TAX INFORMATION

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With respect to the information provided in this HSA Custodial Agreement:

1. Please consult your own tax advisor with respect to your specific situation.
2. While certain information may be provided to support the marketing of the Premiere Select Health Savings Account, it is not and should not be considered tax and/or legal advice and such information should not be used for the purposes of avoiding the payment of federal tax penalties.

The Account Owner, as defined herein, whose name appears on the accompanying Application as defined herein is establishing a health savings account ("HSA") exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and dependents, or other such uses as may be allowed under law or regulation. The Account Owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a High Deductible Health Plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. Contributions in cash in conjunction with the accompanying Application, are being deposited with the Custodian. The Account Owner and the Custodian make the following Agreement:

#### Article I

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1. The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member, or any other person). No contributions will be accepted by the Custodian for any Account Owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
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.
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.

#### Article II

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1. For calendar year 2019, the maximum annual contribution limit for an account owner with single coverage is \$3,500. This amount increases to \$3,550 in 2020. For calendar year 2019, the maximum annual contribution limit for an account owner with family coverage is \$7,000. This amount increases to \$7,100 in calendar year 2020. These limits are subject to cost-of-living adjustments.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.

3. An additional \$1,000 catch-up contribution may be made for account owners who are at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax.

#### Article III

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It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

#### Article IV

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The Account Owner's interest in the balance in this Custodial Account is nonforfeitable.

#### Article V

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1. No part of the custodial funds in this Account as defined herein may be invested in life insurance contracts or in collectibles as defined in Section 408(m).
2. The assets of this Account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in Section 4975).

#### Article VI

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1. Distributions of funds from this HSA may be made upon the direction of the Account Owner or their Authorized Agent.
2. Distributions from this HSA that are used exclusively to pay or reimburse Qualified Medical Expenses of the Account Owner, his or her spouse, or dependents are tax free. However, distributions that are not used for Qualified Medical Expenses are included in the Account Owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Account Owner's disability, reaching age 65, or death.
3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. Only the Account Owner is responsible for substantiating that the distribution is for Qualified Medical Expenses and is responsible for maintain any records sufficient to show, if required, that the distribution is tax free.

#### Article VII

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

1. If the Beneficiary as defined herein is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Account Owner's estate, the fair market value of the Account as of the date of death is taxable on the Account Owner's final return. For other Beneficiaries, the fair market value of the Account is taxable to that person in the tax year that includes such date.

## Article VIII

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1. The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

## Article IX

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Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles I through VIII and this section are controlling. Any additional article in this Agreement that is inconsistent with Section 223 or IRS published guidance will be void.

## Article X

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This Agreement may be amended from time to time by the Custodian to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the Account Owner and the Custodian.

## Article XI

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1. **Definitions.** The following definitions shall apply to terms used in this Agreement:
  - (a) "Account" or "Custodial Account" means the custodial account established hereunder for the benefit of the Account Owner.
  - (b) "Agreement" means the Premiere Select HSA Custodial Agreement, including the information and provisions set forth in any Application that goes with this Agreement, as may be amended from time to time. This Agreement, including the Account Application and any designation of a Beneficiary, may be proved either by an original copy or by a reproduced copy thereof, including, without limitation, a copy reproduced by photocopying, facsimile transmission, electronic record, or electronic imaging.
  - (c) "Account Application" or "Application" shall mean the application and the accompanying instructions, as may be amended from time to time, by which this Agreement is established between the Account Owner and the Custodian. The statements contained therein shall be incorporated into this Agreement.
  - (d) "Account Owner" means the person named in the Account Application establishing an Account for the purpose of making contributions to a health savings account as provided for under the Code. This term shall not include a Beneficiary (other than a surviving spouse Beneficiary who establishes or re-registers an HSA in his or her own name with the Custodian after the death of an Account Owner).
  - (e) "Authorized Agent" means the person or persons authorized by the Account Owner in a form and manner acceptable to the Custodian to purchase or sell Shares or Other Funding Vehicles in the Account Owner's Account and to perform the duties and responsibilities on behalf of the Account Owner as set forth under this Agreement. The Custodian shall have no duty to question the authority of any such Authorized Agent.
  - (f) "Beneficiary" shall mean the person(s) or entity (including a trust or estate, in which case the term may mean the trustee or personal representative acting in their fiduciary capacity) designated as such by the Account Owner (i) in a manner acceptable to and filed with the Custodian pursuant to Article XI, Section 6, of this Agreement, or (ii) pursuant to the default provisions of Article XI, Section 6, of this Agreement.
  - (g) "Code" shall mean the Internal Revenue Code of 1986, as amended.

- (h) "Company" shall mean FMR LLC, a Delaware corporation, or any successor or affiliate thereof to which FMR LLC may, from time to time, delegate or assign any or all of its rights or responsibilities under this Agreement.
  - (i) "Custodian" shall mean Fidelity Personal Trust Company, FSB or its successor(s) or affiliates. Custodian shall include any agent of the Custodian as duly appointed by the Custodian.
  - (j) "High Deductible Health Plan" or "HDHP" shall mean a health plan that satisfies the requirements of Section 223(c)(2) of the Code with respect to deductibles and out-of-pocket expenses.
  - (k) "Investment Company Shares" or "Shares" shall mean shares of stock, trust certificates, or other evidences of interest (including fractional shares) in any corporation, partnership, trust, or other entity registered under the Investment Company Act of 1940 for which Fidelity Management & Research Company, a Massachusetts corporation, or its successors or affiliates (collectively, for purposes of this Agreement, "FMR") serves as investment advisor.
  - (l) "Money Market Shares" shall mean any Investment Company Shares that are issued by a money market mutual fund.
  - (m) "Other Funding Vehicles" shall include (i) all marketable securities traded over the counter or on a recognized securities exchange that are eligible for registration on the book entry system maintained by the Depository Trust Company ("DTC") or its successors; (ii) if permitted by the Custodian, interest-bearing accounts, including those of the Custodian; and (iii) such other non-DTC eligible assets (but not including futures contracts) that are permitted to be acquired under a custodial account pursuant to Section 223(d) of the Code and which are acceptable to the Custodian. Notwithstanding the above, the Custodian reserves the right to refuse to accept and hold any specific asset. All assets of the Custodial Account shall be registered in the name of the Custodian or its nominee, but such assets shall generally be held in an Account for which the records are maintained on a proprietary recordkeeping system of the Company.
  - (n) "Qualified Medical Expenses" shall mean the term as defined by Section 223(d)(2) of the Code, which includes amounts that are paid for medical care as defined in Code Section 213(d) for the Account Owner, his or her spouse, or dependents (as defined in Section 152 of the Code) to the extent such amounts are not compensated for by insurance or otherwise, and excludes certain types of expenses for HSA purposes.
2. **Investment of Contributions.** Contributions to the Account may only be invested in Investment Company Shares and Other Funding Vehicles. The Custodian reserves the right to refuse to accept and hold any specific asset, including tax-free investment vehicles. Contributions shall be invested as follows:
    - (a) *General.* Contributions (including transfers of assets) will be invested in accordance with the Account Owner's or the Authorized Agent's instructions in the Application, or as otherwise directed in a form and manner acceptable to the Custodian. By giving such instructions to the Custodian, such person will be deemed to have acknowledged receipt of the then-current prospectus or disclosure document for any Investment Company Shares or Other Funding Vehicles in which the Account Owner or the Authorized Agent directs the Custodian to invest assets in the Account. All charges incidental to carrying out such instructions shall be charged and collected in accordance with Article XI, Section 16.
    - (b) *Initial Contribution.* The Custodian will invest all contributions (including transfers of assets) promptly after the receipt thereof.
    - (c) *Incomplete, Unclear or Unacceptable Instructions.* If the Custodian has not been instructed or receives instructions as to investment selection or allocation which are, in the

opinion of the Custodian, incomplete, not clear or otherwise generally not acceptable in the Custodian's sole discretion, the Custodian may request additional instructions from the Account Owner or Authorized Agent. The Custodian may also refuse to accept any further instructions from Account Owner or their Authorized Agent. Pending receipt of such instructions any amount may (i) remain uninvested pending receipt by the Custodian of clear investment instructions from the Account Owner or Authorized Agent, (ii) be invested in Money Market Shares, or other core account investment vehicle, or (iii) be returned to the Account Owner as the case may be, and any other investment may remain unchanged. The Custodian shall not be liable to anyone for any loss resulting from delay in investing such amount or in implementing such instructions. Notwithstanding the above, the Custodian may, but need not, for administrative convenience maintain a balance of up to \$100 of uninvested cash in the Custodial Account.

- (d) *Minimum Investment.* Any other provision herein to the contrary notwithstanding, the Account Owner or any Authorized Agent may not direct that any part or all of the Custodial Account be invested in Investment Company Shares or Other Funding Vehicles unless the aggregate amount to be invested is at least such amount as the Custodian shall establish from time to time.
- (e) *No Duty, No Investment Advice.* The Custodian shall not have any duty to question the directions of the Account Owner or Authorized Agent in the investment or ongoing management of the Custodial Account or to advise the Account Owner or Authorized Agent regarding the purchase, retention, withdrawal, or sale of assets credited to the Custodial Account. The Account Owner acknowledges the Custodian not providing any investment advice associated with the Custodial Account. The Custodian, or any of its affiliates, successors, agents or assigns, shall not be liable for any loss which results from the Account Owner's or Authorized Agent's exercise of control (whether by his or her action or inaction) over the Custodial Account, or any loss which results from any directions received from the Account Owner or any Authorized Agent with respect to HSA assets.

**3. Contribution Deadlines.** The following contribution deadlines generally apply to your HSA: The last day to make annual contributions (including catch-up contributions) for a particular tax year is the deadline for filing the Account Owner's federal income tax return (not including extensions), or such later date as may be determined by the Department of the Treasury or the Internal Revenue Service for the taxable year for which the contribution relates; provided, however, the Account Owner (or the Account Owner's Authorized Agent) designates, in a form and manner acceptable to the Custodian, the contribution as a contribution for such taxable year. The Custodian will not be responsible under any circumstances for the timing, purpose, or propriety of any contribution nor shall the Custodian incur any liability for any tax, penalty, or loss imposed on account of any contribution.

**4. Rollover Contributions.** The Custodian will accept for the Account Owner's Custodial Account in a form and manner acceptable to the Custodian all rollover contributions, which consist of cash, and it may, but shall be under no obligation to, accept all or any part of any other property permitted as an investment under Code Section 223. The Account Owner or an Authorized Agent shall designate in a form and manner acceptable to the Custodian each rollover contribution as such to the Custodian, and by such designation shall confirm to the Custodian that a proposed rollover contribution qualifies as a rollover contribution within the meaning of Section 223(f)(5) of the Code. The Account Owner (or an Authorized Agent) shall provide any information the Custodian may require to properly allocate rollover contributions to the Account Owner's Account(s). Submission by or on behalf of an Account Owner of a rollover contribution consisting of assets other than cash or property permitted as an investment under this Article XI shall be deemed to be the instruction of the Account Owner to the Custodian that, if such rollover contribution is accepted, the Custodian will use its

best efforts to sell those assets for the Account Owner's Account, and to invest the proceeds of any such sale in accordance with Section 2. The Custodian shall not be liable to anyone for any loss resulting from such sale or delay in effecting such sale; or for any loss of income or appreciation with respect to the proceeds thereof after such sale and prior to investment pursuant to Section 2; or for any failure to effect such sale if such property proves not readily marketable in the ordinary course of business. All brokerage and other costs incidental to the sale or attempted sale of such property will be charged to the Custodial Account in accordance with Article XI, Section 16. The Custodian will not be responsible for any losses the Account Owner may incur as a result of the timing of any rollover from another trustee or custodian that is due to circumstances reasonably beyond the control of the Custodian.

**5. Reinvestment of Earnings.** In the absence of other instructions pursuant to Section 2, distributions of every nature received in respect of the assets in an Account Owner's Custodial Account shall be reinvested as follows:

- (a) in the case of a distribution in respect of Investment Company Shares that may be received, at the election of the shareholder, in cash or in additional Shares of an Investment Company, the Custodian shall elect to receive such distribution in additional Investment Company Shares;
- (b) in the case of a cash distribution that is received in respect of Investment Company Shares, the Custodian shall reinvest such cash in additional Shares of that Investment Company;
- (c) in the case of any other distribution of any nature received in respect of assets in the Custodial Account, the distribution shall be liquidated to cash, if necessary, and shall be reinvested in accordance with the Account Owner's (the Authorized Agent's,) instructions pursuant to Section 2.

**6. Designation of Beneficiary.**

An Account Owner may designate a Beneficiary for his or her Account as follows:

- (a) *General.* An Account Owner may designate a Beneficiary or Beneficiaries at any time, and any such designation may be changed or revoked at any time, by a designation executed by the Account Owner in a form and manner acceptable to, and filed with, the Custodian; provided, however, that such designation, or change or revocation of a prior designation, shall not be effective unless it is received and accepted by the Custodian no later than nine (9) months after the death of the Account Owner, and provided, further, that such designation, change, or revocation shall not be effective as to any assets distributed or transferred out of the Account prior to the Custodian's receipt and acceptance of such designation, change, or revocation. Subject to Sections 8, 9 and 10 below, the Custodian may distribute or transfer any portion of the Account immediately following the death of the Account Owner under the provisions of the designation then on file with the Custodian, and such distribution or transfer discharges the Custodian from any and all claims as to the portion of the Account so distributed or transferred. The latest such designation or change or revocation shall control except as determined by applicable law. If the Account Owner had not by the date of his or her death properly designated a Beneficiary in accordance with the preceding sentence, or if no designated primary or contingent Beneficiary survives the Account Owner, the Account Owner's Beneficiary shall be his or her surviving spouse, but if he or she has no surviving spouse, his or her estate. If the Account Owner designates more than one primary or contingent Beneficiary but does not specify the percentages to which such Beneficiary(ies) is entitled, payment will be made to the surviving Beneficiary(ies), as applicable, in equal shares. Unless otherwise designated by the Account Owner in a form and manner acceptable to the Custodian, if a primary or contingent Beneficiary designated by the Account Owner predeceases the Account Owner, the Shares and Other Funding Vehicles for which that deceased Beneficiary is entitled will be divided equally

among the surviving primary and contingent Beneficiary(ies), as applicable. If the Beneficiary is not a U.S. citizen or other U.S. person (including a resident alien individual) at the time of the Account Owner's death, the distribution options and tax treatment available to such Beneficiary may be more restrictive. Unless otherwise designated by the Account Owner in a form and manner acceptable to the Custodian, if there are no primary Beneficiaries living at the time of the Account Owner's death, payment of the Account Owner's Account upon his or her death will be made to the surviving contingent Beneficiaries designated by the Account Owner. If a Beneficiary does not predecease the Account Owner but dies before receiving his or her entire interest in the Custodial Account, his or her remaining interest in the Custodial Account shall be paid to such Beneficiary's estate. In all cases, the Custodian shall be authorized to rely on any representation of facts made by the Account Owner, the executor or administrator of the estate of the Account Owner, any Beneficiary, the executor or administrator of the estate of any Beneficiary, or any other person deemed appropriate by the Custodian in determining the identity of unnamed Beneficiaries. Notwithstanding any provision of this Agreement to the contrary unless otherwise designated by the Account Owner (or following the death of the Account Owner, by a Beneficiary) in a form and manner acceptable to the Custodian, when used in this Agreement or in any designation of Beneficiary received and accepted by the Custodian, the term "per stirpes" shall be construed as follows: if any primary or contingent Beneficiary, as applicable, does not survive the Account Owner (or following the death of the Account Owner, the Beneficiary), but leaves surviving descendants, any share otherwise payable to such Beneficiary shall instead be paid to such Beneficiary's surviving descendants by right of representation.

- (b) *Minors.* If a distribution upon the death of the Account Owner is payable to a person known by the Custodian to be a minor or otherwise under a legal disability, the Custodian may, in its absolute discretion, make all, or any part of the distribution to (i) a parent of such person, (ii) the guardian, conservator, or other legal representative, wherever appointed, of such person, (iii) a custodial account established under a Uniform Gifts to Minors Act, Uniform Transfers to Minors Act, or similar act, (iv) any person having control or custody of such person, or (v) to such person directly. Notwithstanding anything in this Agreement to the contrary, if the Account is established for a minor under the provisions of either the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act (to the extent permitted by the Custodian), the beneficiary of such Account while so established and maintained shall be the minor's estate or as otherwise determined in accordance with the applicable state Uniform Gifts to Minors Act or Uniform Transfers to Minors Act.
- (c) *Judicial Determination.* Anything to the contrary herein notwithstanding, in the event of reasonable doubt respecting the proper course of action to be taken, the Custodian may in its sole and absolute discretion resolve such doubt by judicial determination that shall be binding on all parties claiming any interest in the Account. In such event all court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs shall be collected by the Custodian from the Custodial Account in accordance with Article XI, Section 16.
- (d) *No Duty.* The Custodian shall not have any duty to question the directions of an Account Owner (the Authorized Agent) (or, following the death of the Account Owner, the Beneficiary) as to the time(s) and amount(s) of distributions from the Custodial Account, or to advise him or her regarding the compliance of such distributions with applicable IRS requirements, including but not limited to Section 2056(b)(7) or Section 2056A of the Code.

- 7. **Payroll Deduction.** Subject to approval of the Custodian, an Account Owner may choose to have contributions to his or her Custodial Account made through payroll deduction if the employer agrees to provide such service. In order to establish payroll deduction, the Account Owner must authorize his or her employer to deduct a fixed amount or percentage from each pay period's salary up to the maximum annual HSA contribution limit per year. The Custodian shall continue to receive for the Account Owner's Account payroll deduction contributions until such time as the Account Owner's instruction to his or her employer (with reasonable advance notice) causes such contributions to be modified or to cease.
- 8. **Transfers to or from the Account.** Assets held on behalf of the Account Owner in another HSA may be transferred by the trustee or custodian thereof directly to the Custodian, in a form and manner acceptable to the Custodian, to be held in the Custodial Account for the Account Owner under this Agreement. The Custodian will not be responsible for any losses the Account Owner may incur as a result of the timing of any transfer from another trustee or custodian that are due to circumstances reasonably beyond the control of the Custodian. The Account Owner shall be responsible for ensuring that any transfer of another HSA by the trustee or custodian thereof directly to the Custodian is in compliance with the terms and conditions of the instrument governing the HSA of the transferor trustee or custodian, the Code and any related rules, regulations and guidance issued by the Internal Revenue Service. Assets held on behalf of the Account Owner in the Account may be transferred directly to a trustee or custodian of another HSA established for the Account Owner, if so directed by the Account Owner.
- 9. **Distributions from the Account.** In addition to Articles VI and VII, distributions from the Account will be made upon the request of the Account Owner or the Authorized Agent, (or, following the death of the Account Owner, the Beneficiary) to the Custodian in such form and in such manner as is acceptable to the Custodian. Notwithstanding this Section 9 and Section 15 below, the Custodian is empowered to make a distribution absent the Account Owner's (or the Authorized Agent or, after the death of the Account Owner, the Beneficiary) direction if directed to do so pursuant to a court order or levy of any kind, or in the event the Custodian resigns or is removed as Custodian. In such instance, neither the Custodian nor the Company shall in any event incur any liability for acting in accordance with such court order or levy, or with the procedures for resignation or removal in Section 22 below. The Custodian will not, under any circumstances, be responsible for the timing, purpose or propriety of any distribution made hereunder. Notwithstanding the foregoing and subject to applicable IRS requirements, the Custodian reserves the right to withdraw administrative fees from the Account and to correct errors, including but not limited to reversing erroneous deposits made to the Account.  
  
An Account Owner may repay a mistaken distribution made from the Account, to the extent that there is clear and convincing evidence that such amounts were distributed from an HSA because of a mistake of fact due to reasonable cause, no later than April 15 following the first year the Account Owner knew or should have known the distribution was a mistake. The Custodian may rely on a representation from the Account Owner that there is clear and convincing evidence that an amount distributed from an Account was the result of a mistake of fact due to reasonable cause.
- 10. **Death of the Account Owner.** In addition to Article VII, following the death of the Account Owner, a surviving spouse Beneficiary may be required by the Custodian to re-register the Custodial Account in his or her own name prior to transferring or distributing assets from the account or otherwise providing instructions to the Custodian regarding the disposition or investment of the Account. Following the death of the Account Owner, a surviving non-spouse Beneficiary may be required by the Custodian to establish a separate account to facilitate the distribution and/or investment of the Account assets.



- 11. Actions in the Absence of Specific Instructions.** If the Custodian receives no response to communications sent to the Account Owner (or their Authorized Agent (or, following the death of the Account Owner, the Beneficiary) at the Account Owner's (or their Authorized Agent or, following the death of the Account Owner, the Beneficiary's) last known address as shown in the records of the Custodian, or if the Custodian determines, on the basis of evidence satisfactory to it, that the Account Owner (or, following the death of the Account Owner, the Beneficiary) is legally incompetent, the Custodian thereafter may make such determinations with respect to distributions, investments, and other administrative matters arising under this Agreement as it considers reasonable, notwithstanding any prior instructions or directions given by or on behalf of the Account Owner (or, following the death of the Account Owner, the Beneficiary). Any determinations so made shall be binding on all persons having or claiming any interest under the Custodial Account, and the Custodian shall not incur any obligation or liability for any such determination made in good faith, for any action taken in pursuance thereof, or for any fluctuations in the value of the Account in the event of a delay resulting from the Custodian's good faith decision to await additional information or evidence.
- 12. Instructions, Notices, and Communications.** All instructions, notices or communications, written or otherwise, required to be given by the Custodian to the Account Owner (or, following the death of the Account Owner, the Beneficiary) shall be deemed to have been given when delivered or provided to the last known address, including an electronic address of the Account Owner or the Beneficiary in the records of the Custodian. All instructions, notices, or communications, written or otherwise, required to be given by the Account Owner (or, following the death of the Account Owner, the Beneficiary) to the Custodian shall be mailed, delivered or provided to the Custodian's the mailing address, including an electronic address as specified on the Application or Account statement (or such other address as the Custodian may specify), and no such instruction, notice, or communication shall be effective until the Custodian's actual receipt thereof.
- 13. Effect of Instructions, Notices, and Communications.**
- (a) *General.* The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in good faith in reliance upon, any instructions, notices, communications or instruments, written or otherwise, believed to have been genuine and properly executed. Any such notification may be proved by original copy or reproduced copy thereof, including, without limitation, a copy produced by photocopying, facsimile transmission, electronic record, or electronic imaging. For purposes of this Agreement, the Custodian may (but is not required to) give the same effect to a telephonic instruction or an instruction received through electronic commerce as it gives to a written instruction, and the Custodian's action in doing so shall be protected to the same extent as if such telephonic or electronic commerce instructions were, in fact, a written instruction. Any such instruction may be proved by audio recorded tape, data file, or electronic record maintained by the Custodian, or other means acceptable to the Custodian, as the case may be.
- (b) *Incomplete or Unclear Instructions.* If the Custodian receives instructions or other information relating to the Account Owner's (or, following the death of the Account Owner, the Beneficiary's) Custodial Account that are, in the opinion of the Custodian, incomplete or not clear, the Custodian may request instructions or other information from the Account Owner (the Authorized Agent, or, following the death of the Account Owner, the Beneficiary). Pending receipt of any such instructions or other information, the Custodian shall not be liable to anyone for any loss resulting from any delay, action, or inaction on the part of the Custodian. In all cases, the Custodian shall not have any duty to question any such instructions or information from an Account Owner (the Authorized Agent, or, following the death of the Account Owner, the Beneficiary) relating to his or her Custodial Account or to otherwise advise the Account Owner (the Authorized Agent, or, following the death of the Account Owner, the Beneficiary) regarding any matter relating thereto.
- 14. Tax Matters.**
- (a) *General.* (i) *Effective through December 31, 2016:* The Custodian shall submit required reports to the Internal Revenue Service and the Account Owner (or, following the death of the Account Owner, the Beneficiary); provided, however, that such individual shall prepare any return or report required in connection with maintaining the Account, or as a result of liability incurred by the Account for tax on unrelated business taxable income. (ii) The Custodian shall cause required reports and returns to be submitted to the Internal Revenue Service and to the Account Owner (or, following the death of the Account Owner, the Beneficiary) including any returns relating to unrelated business taxable income generated by the Account. Such individual shall prepare any other report or return required in connection with maintaining the Account, including the amendment of a return relating to unrelated business taxable income generated by the Account. Any taxes that result from unrelated business taxable income generated by the Account shall be remitted by the Custodian from available assets in the Account.
- (b) *Reports.* As required by the Internal Revenue Service, the Custodian shall deliver to the Account Owner (or, following the death of the Account Owner, the Beneficiary) a report(s) of certain transactions effected in the Custodial Account and the fair market value of the assets of the Custodial Account as of the close of the prior calendar year. Unless the Account Owner (or, following the death of the Account Owner, the Beneficiary) sends the Custodian written objection to a report within ninety (90) days of receipt, the Account Owner (or, following the death of the Account Owner, the Beneficiary) shall be deemed to have approved of such report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such report(s). The Company shall not incur any liability in the event the Custodian does not satisfy its obligations as described herein.
- 15. Spendthrift Provision.** Subject to Section 9 above, any interest in the Account shall generally not be transferred or assigned by voluntary or involuntary act of the Account Owner (or, following the death of the Account Owner, the Beneficiary) or by operation of law; nor shall any interest in the Account be subject to alienation, assignment, garnishment, attachment, receivership, execution, or levy except as required by law. However, this Section 15 shall not in any way be construed to, and the Custodian is in no way obligated or expected to, commence or defend any legal action in connection with this Agreement or the Custodial Account. Commencement of any such legal action or proceeding or defense shall be the sole responsibility of the Account Owner (or, following the death of the Account Owner, the Beneficiary) unless agreed upon by the Custodian and the Account Owner (or, following the death of the Account Owner, the Beneficiary), and unless the Custodian is fully indemnified for doing so to the Custodian's satisfaction. Notwithstanding the foregoing, in the event of a property settlement between an Account Owner (or, following the death of the Account Owner, the Beneficiary) and his or her spouse or former spouse pursuant to which the transfer of an Account Owner's (or, following the death of the Account Owner, the Beneficiary's) interest hereunder, or a portion thereof, is incorporated in a divorce decree or in an instrument, written or otherwise, incident to such divorce or legal separation, then the interest so decreed by a Court to be the property of such former spouse shall be transferred to a separate Custodial Account for the benefit of such former spouse, in accordance with

Section 223(f)(7) of the Code and Section 9 above. In the event the Custodian is directed to distribute assets from the Custodial Account pursuant to a court order or levy, the Custodian shall do so in accordance with such order or levy and Section 9 above, and the Custodian shall not incur any liability for distributing such assets of the Account.

**16. Fees and Expenses.**

- (a) *General.* The fees of the Custodian for performing its duties hereunder shall be in such amount as it shall establish from time to time, as communicated on the Schedule of Fees that accompanies this Agreement, or in some other manner as provided by the Custodian. All such fees, as well as expenses (such as, without limitation, brokerage commissions upon the investment of funds, fees for special legal services, taxes levied or assessed, or expenses in connection with the liquidation or retention of all or part of a rollover contribution), shall be collected by the Custodian or its affiliates from cash available in the Custodial Account, or if insufficient cash shall be available, by sale or withdrawal of sufficient assets in the Custodial Account and application of the sales proceeds or funds withdrawn to pay such fees and expenses. Alternatively, but only with the consent of the Custodian, fees and expenses may be paid directly to the Custodian.
- (b) *Broker or Advisor Fees.* The Custodian, as may be further outlined in the Account Application or separately, is authorized by the Account Owner (or, following the death of the Account Owner, upon direction from the Beneficiary), to deduct from the Account the fees your Authorized Agent charges for their services and paying these fees to the Authorized Agent. The Custodian shall not incur any liability for executing such direction. The Custodian shall be entitled to rely conclusively upon, and shall be fully protected in any action or non-action taken in full faith reliance upon any such fee disbursement direction.
- (c) *Sale of Assets/Withdrawal of Funds.* Whenever it shall be necessary in accordance with this Section 16 to sell assets or withdraw funds in order to pay fees or expenses, the Custodian may sell or withdraw any or all of the assets credited to the Custodial Account at that time, and shall invest the portion of the sales proceeds/funds withdrawn remaining after collection of the applicable fees and expenses therefrom in accordance with Section 2. The Company or Custodian shall not incur any liability on account of its sale or retention of assets under such circumstances.

**17. Voting with Respect to Securities.** The Custodian shall deliver to the Account Owner, or to an Authorized Agent if instructed by Account Owner, all prospectuses and proxies that may come into the Custodian's possession by reason of its holding of Investment Company Shares or Other Funding Vehicles in the Custodial Account. The Account Owner (or the Authorized Agent) may direct the Custodian as to the manner in which any Investment Company Shares or Other Funding Vehicles held in the Custodial Account shall be voted with respect to any matters as to which the Custodian as holder of record is entitled to vote, coming before any meeting of shareholders of the corporation that issued such securities, or of holders of interest in the Investment Company or corporation that issued such Investment Company Shares or Other Funding Vehicles. All such directions shall be in a form and manner acceptable to the Custodian, and delivered to the Custodian or its designee within the time prescribed by it. The Custodian shall vote only those securities and Investment Company Shares with respect to which it has received timely directions from the Account Owner (or the Authorized Agent); provided however, that by establishing (or having established) the Custodial Account the Account Owner authorizes the Custodian to vote any Investment Company Shares held in the Custodial Account on the applicable record date, for which no timely instructions are received, in the same proportions as the Custodian has been instructed to vote the Investment Company Shares held in the Custodial Accounts for which it has received timely instructions.

**18. Limitations on Custodial Liability and Indemnification.** Neither the Custodian, the Company, nor any agent or affiliate thereof provides tax or legal advice. Account Owners, Beneficiaries, and Authorized Agents are strongly encouraged to consult with their attorney or tax advisor with regard to their specific situation. The Account Owner and the Custodian intend that the Custodian shall have and exercise no discretion, authority, or responsibility as to any investment in connection with the Account and the Custodian shall not be responsible in any way for the purpose, propriety or tax treatment of any contribution, or of any distribution, or any other action or non-action taken pursuant to the Account Owner's direction (or that of the Authorized Agent, or, following the death of the Account Owner, the Beneficiary). The Account Owner who directs the investment of his or her Account shall bear sole responsibility for the suitability of any directed investment and for any adverse consequences arising from such an investment, including, without limitation, the inability of the Custodian to value or to sell an illiquid investment, or the generation of unrelated business-taxable income with respect to an investment.

Unless the Account Owner or an Authorized Agent on their behalf sends the Custodian written objection to any statement, notice, confirmation, or report within ninety (90) days of receipt from the Custodian, the Account Owner shall be deemed to have approved of such statement, notice, confirmation, or report, and the Custodian and the Company, and their officers, employees, and agents shall be forever released and discharged from all liability and accountability to anyone with respect to their acts, transactions, duties, and responsibilities as shown on or reflected by such statement, notice, confirmation, or report(s).

To the fullest extent permitted by law, the Account Owner and any Authorized Agent shall at all times fully indemnify and save harmless the Custodian, the Company and their agents, affiliates, successors, and assigns and their officers, directors and employees, from any and all liability arising from the Account Owner's (and, where applicable, the Authorized Agent's) direction under this account and from any and all other liability whatsoever that may arise in connection with this Agreement except liability arising from gross negligence or willful misconduct on the part of the indemnified person. The Custodian shall not have any responsibility or liability for the actions or inactions of any successor or predecessor custodian of this Account.

**19. Delegation to Agents.** The Custodian may delegate to one or more entities, including its affiliates, the performance of recordkeeping, ministerial and other services in connection with the Custodial Account, for a reasonable fee (to be paid by the Custodian and not by the Custodial Account). Any such agent's duties and responsibilities shall be confined solely to the performance of such services, and shall continue only for so long as the Custodian named in the Application or its successor serves as Custodian or otherwise deems appropriate.

Although the Custodian shall have no responsibility to give effect to a direction from anyone other than the Account Owner or their Authorized Agent (or, following the death of the Account Owner, the Beneficiary), the Custodian may, in its discretion, establish procedures pursuant to which the Account Owner (or, following the death of the Account Owner, the Beneficiary) may delegate, in a form and manner acceptable to the Custodian, to a third party any or all of the Account Owner's (or, following the death of the Account Owner, the Beneficiary's) powers and duties hereunder. Any such third party to whom the Account Owner (or, following the death of the Account Owner, the Beneficiary) has so delegated powers and duties shall be treated as the Account Owner (or, following the death of the Account Owner, the Beneficiary) for purposes of applying the preceding sentences of this paragraph and the provisions of this Agreement.

- 20. Information Reported to Employer.** If you establish this Account in connection with your employer, your employer may request and receive from Fidelity certain information relevant to the administration of employee Accounts. Any information furnished will be in accordance with Fidelity's Privacy Policy. Such information sharing with an employer is not indicative of, and should not be construed to create, an Account that is "an employee welfare benefit plan" under the Employee Retirement Income Security Act of 1974 (ERISA).
- 21. Amendment of Agreement.** The Custodian may amend this Agreement in any respect at any time (including retroactively), so that it may conform with applicable provisions of the Code, or with any other applicable law as in effect from time to time, or to make such other changes to this Agreement as the Custodian deems advisable. Any such amendment shall be effected by delivery to the Custodian and to the Account Owner or their Authorized Agent at his or her last known address, including an electronic address (as shown in the records of the Custodian) a copy of such amendment or a restatement of this Custodial Agreement. The Account Owner shall be deemed to consent to any such amendment(s) if he or she fails to object thereto by sending notice to the Custodian, in a form and manner acceptable to the Custodian, within thirty (30) calendar days from the date a copy of such amendment(s) or restatement is delivered to the Account Owner to terminate this Custodial Account and distribute the proceeds, as so directed by the Account Owner (or an Authorized Agent, or, following the death of the Account Owner, the Beneficiary).
- 22. Resignation or Removal of Custodian.** The Company may remove the Custodian at any time, and the Custodian may resign at any time, upon thirty (30) days' notice to the Account Owner (or their Authorized Agent, or, following the death of the Account Owner, the Beneficiary). Upon the removal or resignation of the Custodian, the Company may, but shall not be required to, appoint a successor custodian under this Custodial Agreement; provided that any successor custodian shall satisfy the requirements of Section 223(d)(1)(B) of the Code. Upon any such successor's acceptance of appointment, the Custodian shall transfer the assets of the Custodial Account to such successor custodian, provided, however, that the Custodian is authorized to reserve such sum of money or property as it may deem advisable for payment of any liabilities constituting a charge on or against the assets of the Custodial Account, or on or against the Custodian or the Company. The Custodian shall not be liable for the acts or omissions of any predecessor or successor to it. Upon acceptance of such appointment, a successor custodian shall be vested with all authority, discretionary or otherwise, of the Custodian pursuant to this Agreement. If no successor custodian is appointed by the Company, the Custodial Account shall be terminated, and the assets of the Account, reduced by the amount of any unpaid fees or expenses, will be distributed to the Account Owner (or, following the death of the Account Owner, the Beneficiary).
- 23. Termination of the Custodial Account.** The Account Owner or Custodian may terminate the Custodial Account at any time upon notice to the other party. Upon such termination, the Custodian shall transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another health savings account (within the meaning of Section 223 of the Code) designated by the Account Owner or an Authorized Agent as described in Article XI, Section 8. The Custodian shall not be liable for losses arising from the acts, omissions, delays or other inaction of any such transferee custodian or trustee. If notice of the Account Owner's intention to terminate the Custodial Account is received by the Custodian and the Account Owner has not designated a transferee custodian or trustee for the assets in the Account, then the Account, reduced by any unpaid fees or expenses, will be distributed to the Account Owner. Following the death of the Account Owner, if notice of the Beneficiary's intention to terminate the Custodial Account is received by the Custodian, the Account, reduced by any unpaid fees or expenses, will be distributed to the Beneficiary. Surviving spouse beneficiaries also have the option to transfer the assets of the Custodial Account, reduced by the amount of any unpaid fees or expenses, to the custodian or trustee of another health savings account designated by the surviving spouse as described in Article XI, Section 8. The prior two sentences are subject to the Custodian's applicable beneficiary re-registration/account establishment requirements.
- 24. Governing Law. This Agreement, and the duties and obligations of the Company and the Custodian under this Agreement, shall be construed, administered and enforced according to the laws of the Commonwealth of Massachusetts, except as superseded by federal law or statute.**
- 25. When Effective.** This Agreement shall not become effective until acceptance of the Application by or on behalf of the Custodian.

# Muriel Siebert & Co., Inc & Siebert Advisor NXT, Inc.

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Muriel Siebert & Co., Inc. (“MSCO”) is a broker-dealer and its affiliate Siebert AdvisorNXT, Inc. (“AdvisorNXT”) is an investment adviser. Both are registered with the Securities and Exchange Commission (SEC). MSCO is also a member of the Financial Industry Regulatory Authority (FINRA), the New York Stock Exchange (NYSE) and the Securities Investor Protection Corporation (SIPC).

- **Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://www.investor.gov/crs), which also provides educational materials about broker-dealers, investment advisers, and investing.**

## What investment services and advice can you provide me?

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We offer both brokerage and investment advisory services.

Our **brokerage services** include buying and selling securities at your direction and providing you with investment recommendations, financial tools and planning services, and investor education from time to time or at your request. We offer mutual funds, exchange traded funds (ETFs), domestic and international equities, options, fixed income securities, certificates of deposit (CDs) and structured notes, unit investment trusts, and variable annuities. Unless we separately agree in writing, we do not monitor your brokerage account and you make the ultimate decision regarding the purchase or sale of investments.

Our **advisory services** include our asset allocation services using mutual funds and exchange traded funds (ETFs) and managed portfolios from in-house and third-party investment managers. **Depending on which program you select, our asset allocation services are either “non-discretionary” or “discretionary”—meaning that either we will recommend investments to you and you will make the ultimate decision regarding the purchase or sale of investments (non-discretionary), or we will make the ultimate investment decisions without your signoff (discretionary). The third-party managers we make available to you will invest your account on a discretionary basis using mutual funds, ETFs, and other securities.** All of our advisory services are offered through “wrap fee programs” (as described below) and either we or the third-party manager will monitor your advisory account and investments as standard services. At AdvisorNXT this service will be provided on a weekly basis. You must meet certain investment minimums to open an advisory account. Current account minimums may be accessed through your investment professional, or at [www.siebert.com](http://www.siebert.com).

**For Additional information** regarding our broker dealer services please visit our website at [www.siebert.com](http://www.siebert.com). For our advisory services visit [www.siebert.com](http://www.siebert.com) and refer to our latest [Brochure Form ADV Part 2-A, Items 4, 5 & 7](#).

Our affiliate Park-Wilshire Insurance offers a variety of insurance products, including fixed and immediate annuities and life insurance.

**Conversation Starters.** Ask your financial professional—

- **Given my financial situation, should I choose an investment advisory service? Should I choose a brokerage service? Should I choose both types of services? Why or why not?**
- **How will you choose investments to recommend to me?**
- **What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?**

## What fees will I pay?

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The fees you pay depend on whether you choose brokerage services, advisory services, or both.

For **brokerage services**, the principal fees and costs are transaction-based fees for recommendations and execution of securities trades. Depending on the investment product you select, these fees can include up-front commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment (“trails”). If we buy a security from you or sell a security to you for our own account (as “principal”), we may mark the price up or down, which is a benefit to us. Because we are compensated for transactions, *we have an incentive to encourage you to trade more frequently* and in greater amounts, and to trade with us as principal because we receive more revenue when you do so.

You will also pay fees for custodial or administrative services, as well as fees and expenses that are included in the expense ratios of certain of your investments, including in mutual funds, ETFs, and variable annuities. **For additional information about the fees and costs for our brokerage services**, please visit [www.siebert.com](http://www.siebert.com).

For **advisory services**, the principal fees and costs are the “wrap” program fee for the program you select. These fees are “asset-based” meaning that the fee is calculated as a percentage of the assets invested in your advisory account according to the fee schedule in your advisory agreement with us. This means that the more assets you invest in your account, the more you will pay in fees, and therefore *we have an incentive to encourage you to increase your advisory account assets*. **For additional information about the fees and costs for our advisory services please refer to our Siebert AdvisorNXT, Inc., brochure Form Part 2-A, Item 4.**

The annual wrap advisory fee includes all brokerage commissions, transaction fees, and other related costs and expenses except those inherent in a particular investment vehicle. The annual investment advisory fee is prorated and charged quarterly, in advance, based upon the market value of the assets under management as of the last day of the previous quarter. AdvisorNXT may change the fee at any time by giving 30 days’ prior written notice.

Investment Advisory Fees for the initial period or the first quarter of service are calculated on a pro rata basis from the inception date of the account to the end of the first quarter. If assets are deposited into or withdrawn from an account after the inception of a quarter, the fee payable with respect to such assets may be adjusted on a pro rata basis for deposits and/or withdrawals occurring within such quarter and will be calculated in accordance with the advisory agreement based on the days remaining in the quarter.

In the **AdvisorNXT Robo Management program**, you may also pay miscellaneous fees that your account’s custodian may charge, including wire fees, transfer fees, and other fees. **For additional information**, please see [Siebert AdvisorNXT, Inc. Brochure Form Part 2-A Item 4](#).

***You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.***

**Conversation Starters.** Ask your financial professional—

- ***Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?***
- ***What are your legal obligations to me when providing recommendations as my broker-dealer or when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?***

When we provide you with a recommendation as your broker-dealer or act as your investment adviser, we must act in your best interest and not put our interest ahead of yours. **At the same time, the way we make money creates some conflicts with your interests.** You should understand and ask us about these conflicts because they can affect the recommendations and investment advice we provide you. Here are some examples to help you understand what this means:

## Examples of Ways We Make Money and Conflicts of Interest.

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- **Proprietary Products:** We will earn higher fees, compensation, and other benefits when you invest in a product that we (or one of our affiliates) advise, manage, or sponsor, such as a mutual fund or structured CD. As such, we have an incentive to recommend (or to invest your assets in) those products over third-party products.
- **Third-Party Payments:** We receive payments from third party product sponsors and managers (or their affiliates) when we recommend or sell certain products. As such, we have an incentive to recommend (or to invest your assets in) products of third parties that pay us over products of third parties that do not pay us or pay us less.
- **Revenue Sharing:** Certain managers and sponsors (or their affiliates) share the revenue they earn when you invest in certain of their investment products (primarily mutual funds, unit investment trusts, cash sweep vehicles and variable annuities) with us. As such, we have an incentive to recommend (or to invest your assets in) products of sponsors and managers that share their revenue with us, over other products of sponsors or managers that do not share their revenue, or who share less.
- **Principal Trading:** We may buy or sell securities to you for our own account because we earn compensation (such as commission equivalents, mark-ups, mark-downs, and spreads).

For additional information, please refer to our [Siebert AdvisorNXT, Inc. Brochure Form ADV Part 2-A](#), Section 4 and 7.

**Conversation Starter.** Ask your financial professional—

- **How might your conflicts of interest affect me, and how will you address them?**
- **How do your financial professionals make money?**

The firm's financial professionals are principally compensated based on a percentage of the revenues that are produced by the clients they service.

In Advisory Accounts Siebert financial professionals are compensated based on the amount of client assets they service. The fee revenue generated is split between the firm and the financial professional based on a negotiated payout percentage.

In Brokerage Accounts the Firm's financial professionals are compensated based on sales commissions, as well as fees that are charged on an on-going basis for as long as you hold the investment. Also, Siebert financial professionals may buy a security from you or sell a security to you for our own account (as "principal"), and the price to you may be marked up or down. Finally, Siebert may be compensated by issuers of some financial instruments for selling their products. The revenue generated from all these activities is split between the firm and the financial professional based on a negotiated percentage.

- **Do you or your financial professionals have legal or disciplinary history?**

**Yes.** Visit [Investor.gov/CRS](https://investor.gov/CRS) or [www.brokercheck.finra.org](https://www.brokercheck.finra.org) for a free and simple search tool to research us and our financial professionals. The Firm also provides a biography of your Investment Advisor Representative when opening an Advisory account. This document includes any legal and disciplinary history.

**Conversation Starter.** Ask your financial professional—

- ***As a financial professional, do you have any disciplinary history? For what type of conduct?***

**Conversation Starter.** Ask your financial professional—

- ***Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?***

For assisted accounts, a dedicated financial representative or investment advisor representative will be assigned to you. Should your dedicated representative no longer be available or should you request another representative, another qualified professional will be assigned.

For brokerage services that are self-directed, no financial services representative will be assigned to you. Our support services will include customer service and broker assisted representatives should you have questions regarding your account.

For both assisted and self-directed accounts, you will always have access to Principals of the firm should you have concerns about your assigned professional or any other matter. Please contact us at 800-872-0444 for any needs you may have concerning Muriel Siebert, Siebert AdvisorNXT or your account.

# Health Savings Account (HSA)

Save for the rising cost of health care, now and in retirement.

An HSA allows you to save money on a pretax basis to pay for qualified medical expenses; but, it can also be an effective long-term, tax-advantaged savings vehicle to help cover health care expenses in retirement.

## Eligibility

You can open and contribute to an HSA if you are:

- Enrolled in an HSA-eligible plan<sup>1</sup>
- Not covered by Medicare or an ineligible health plan
- Not claimed as a dependent on someone else's tax return

## Contribution limits for 2020

- Individual \$3,550
- Family \$7,100
- Catch-up \$1,000

## Benefits

- Triple tax advantage:<sup>\*</sup>
  1. Contributions are not subject to federal income tax.
  2. Investment earnings and interest grow tax free.
  3. Withdrawals are not taxed as long as you use the money for qualified medical expenses.
- It's your money: Your unused HSA money rolls over every year—no "use it or lose it." And, you keep your HSA if you move, change jobs, or insurance.
- It's investable: Choose to invest some or all of your HSA money for tax-free potential growth. You have a broad array of investment options to choose from, including the option to have your HSA professionally managed. Speak with your financial representative to see how an HSA can fit into your overall financial plan.

## Potential HSA tax benefits



Family HSA contribution  
**\$7,000**

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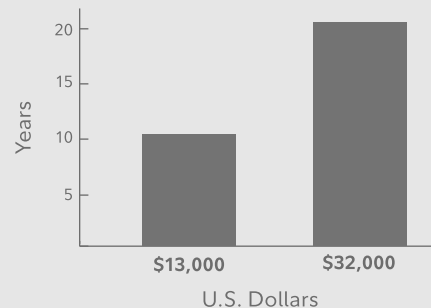


Your potential tax savings  
**\$1,750**

*This is a hypothetical example for illustrative purposes only. Example based on 25% federal income tax rate.<sup>2</sup>*

## Your money at work

Because the HSA isn't a "use it or lose it" account, your balance can build for years, and any money you don't use **can be invested** in mutual funds. See how your balance could grow if you save \$1,000 every year with a hypothetical 4.5% growth rate.<sup>3</sup>





## Contributing to your HSA

There are several ways for you to directly fund your account:

- **A bank account:** You can contribute to your HSA using EFT or electronic direct deposit. You can make one-time or recurring direct deposits from a linked bank account for added flexibility.
- **Transfer of assets:** You may have other HSAs. If so, it's easy to transfer some or all of your money between HSAs to consolidate them.
- **A one-time IRA contribution:** An HSA contribution from an IRA is a once-in-a-lifetime money-transfer option. These contributions are not subject to federal income taxes or the 10% penalty for early withdrawals. However, contributions from an IRA will count toward the IRS's annual limits on HSA contributions, and that money is not tax deductible.

Your employer (plan sponsor) may also provide the ability to fund your HSA with pretax payroll deductions. Work with your financial representative or Human Resource department to learn more and determine if that is an option for you.

## HSA cash management features

When you, your spouse, or your dependents have qualified medical expenses that aren't covered by your health care plan, you can use your HSA money tax free to pay for them. There are multiple ways you can spend from your HSA, including:

- **HSA Visa debit card:** Your HSA Visa debit card is a simple way to pay for your qualified medical expenses. Just swipe it at your participating health care provider, and the money debits directly out of your HSA balance.
- **Bill pay:** Fidelity BillPay® for HSAs is an online service enabling you to pay bills for qualified medical expenses electronically—any time, anywhere you have an internet connection. You can choose a one-time payment or automatic recurring payments to save you time—and both options are free.
- **Checkwriting:** You have the option to write a check directly to your provider.

Remember, you have the option to pay medical expenses out-of-pocket and invest some or all of your HSA money for tax-free potential growth.

## How the money works

1. **Open your HSA:** Your financial representative can help. Be sure and confirm you are using an HSA-eligible health plan.
2. **Money in:** Make pretax contributions, typically at regular intervals throughout the year. If you can fully fund your HSA, that's great. If not, you may want to:
  - Start by contributing the amount you may be saving in premiums if you are switching from a traditional health plan to a high-deductible health plan, or
  - Calculate what you think you will spend out of pocket for your deductible, copays, or coinsurance, and save at least enough to cover that.
  - Remember, you can talk with your financial representative, and make it part of your overall financial plan.
3. **Money out:** When you have a qualified medical expense, you can use your HSA to pay for it or you can pay out of pocket and save your HSA money for the future.
4. **Money not spent:** What you don't use this year is yours to keep, even if you leave your current job. You can save and invest it for the future—even into retirement. Over time, what you don't use could really add up.

For more information, please contact your financial representative.

\*With respect to federal taxation only. Contributions, investment earnings, and distributions may or may not be subject to state taxation.

<sup>1</sup>An HSA-eligible health plan is a high-deductible health plan (HDHP) that satisfies IRS requirements with respect to annual deductibles and maximum out-of-pocket expenses.

<sup>2</sup>With respect to federal taxation only. Contributions, investment earnings, and distributions may or may not be subject to state taxation. The triple tax advantages are only if the money is used to pay for qualified medical expenses as described in IRS Publication 969.

<sup>3</sup>This hypothetical example is based on annual contributions to an HSA plan and a 4.5% rate of return compounded annually. Your own plan account may earn more or less than this example. Investing in this manner does not ensure a profit or guarantee against loss in declining markets.

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## Premiere Select<sup>®</sup>

# HSA Checkwriting Instructions and Terms and Conditions

### Helpful to Know

- A Signature Card must accompany this form. Be sure to provide all required information and sign both in Section 2 and the attached Signature Card.
- By establishing checkwriting on your HSA, you are also establishing the ability to make contributions to, and take distributions from, your HSA via Automated Clearing House (ACH) direct credits (processed as current year contributions) and direct debits (processed as normal distributions). The ACH feature authorizes National Financial Services LLC ("NFS") to accept contribution and distribution instructions from institutions that participate in the ACH program. You must contact an eligible ACH institution to initiate a transaction using the ACH feature.
- Checkwriting and ACH privileges are only available from funds held in the core account investment vehicle ("core account") in your HSA. Your core account must have sufficient funds to cover check/ACH distributions and any federal and/or state income tax withholding, if applicable.
- Any checks that you write or ACH distributions you take from your HSA are considered HSA distributions and will be reported to the IRS on Form 1099-SA as normal distributions.

By signing below, you:

- Authorize and request BNY Mellon ("the Bank") or any of its affiliated bank to provide you with checks to make distributions from the core account in your Premiere Select HSA identified above and to accept checks presented for payment.
- Authorize the Bank to direct National Financial Services LLC ("NFS") as agent for Fidelity Personal Trust Company ("FPTC"), the custodian of your HSA, to make the necessary distributions from your HSA to pay the check.
- Agree, by using your first check, to be bound by the BNY Mellon Statement of Terms and Conditions. You further agree to be bound by the Premiere Select HSA Custodial Agreement and Disclosure Statement as well as the core account money market mutual fund prospectus and Premiere Select HSA Account Customer Agreement, all of which you have received, read and understand.
- Agree under penalty of law, not to write any checks and/or request distributions, which, in total, including any applicable federal and state tax withholding, would exceed the balance of your HSA.
- Agree to consult with your Broker/Dealer regarding any fees associated with Premiere Select HSA Checkwriting. Fees for check copies, stop payment orders and insufficient funds will be charged to your HSA two days after your request is received in good order, or, as the case may be, your check is presented for payment from your HSA.
- Certify under penalties of perjury that if you are a U.S. person (including a U.S. resident alien) the number shown in the Account Owner section of this form is your correct taxpayer (or Social Security) identification number. If you are not a U.S. person (including a U.S. resident alien), you have previously submitted IRS Form W-8BEN and included your U.S. taxpayer identification (or Social Security) number in order to claim tax treaty benefits, if applicable
- Understand this authorization may be terminated by you at any time by written notification to NFS. Any notification shall be effective only with respect to entries after receipt of such notification and a reasonable time to act on it. You may write checks on the checking service, which is governed by the rules of the Bank, the appropriate provisions of the Uniform Commercial Code, and the applicable state and federal law.
- Acknowledge you may write checks on the checking service, which is governed by the rules of the Bank, the appropriate provisions of the Uniform Commercial Code, and the applicable state and federal law.
- Understand that by electing the checkwriting privilege for your account, you may write checks on the checking account established with such bank as NFS may select from time to time, which shall be governed by the rules of the bank and applicable state and federal law.
- Understand that checks will be dishonored if the collected balance in your core account investment vehicle is insufficient to honor check in full. Neither NFS nor the Bank are liable to you for any consequences of such dishonor.
- Agree to notify NFS immediately upon the loss or theft of checks associated with your account.
- Agree to be subject to the terms, conditions, guidelines, and rules applicable to your Premiere Select HSA, including your Premiere Select HSA Custodial Agreement and Disclosure Statement now in effect and as may be amended from time to time, and of BNY Mellon as they pertain to the use of redemption checks.
- Acknowledge all checks will require your signature.
- Authorize the Bank to direct NFS to make the necessary distributions from your Premiere Select HSA to cover such checks, upon receipt of, and to the amount of, such checks drawn upon this account.
- Acknowledge and agree that the Bank shall be liable only for its own negligence.
- Acknowledge a copy of the BNY Mellon Statement of Terms and Conditions applicable to your account will be enclosed with your initial checks.

*continued on next page*



### Checks and ACH Distributions

Distributions from your HSA to pay checks that are presented for payment are made on the day the check is delivered for payment by BNY Mellon to NFS. The date of distribution will not be the date the check is written, or the date the check is deposited. ACH distributions will be reported on the date that funds leave your HSA.

Checking and ACH activity is reported on monthly statements. Cancelled checks will not be returned to you. If you need a copy of a check contact your Broker/Dealer. To ensure that you have a sufficient amount in your core account to cover a distribution, verify your balance before writing a check or initiating an ACH distribution. **If there are insufficient funds in your HSA core account to cover the amount of the distribution, your check will be returned or the ACH distribution will not be processed, as applicable, even if you have sufficient amounts in the other positions in your HSA.** Do not use a check or request an ACH distribution to close your HSA.

### ACH Contributions

Contributions to your HSA via ACH direct credits, will be processed as Current Year Employee (post-tax) Contributions. Any other type of contribution (including but not limited to prior year contributions, rollovers, Employer (pre-tax)) will not be accepted via ACH direct credits. Contributions that exceed the annual HSA contribution limit will be returned to the institution that initiated the ACH transaction.

Account Number

# HSA Checkwriting Application

Use this form to establish checkwriting on your Health Savings Account.

Complete the entire application, including the attached signature card. Type on screen or fill in using CAPS letters and black ink. If you need more room for information or signatures, use a copy of the relevant page.

## 1. Account Owner

Provide all information requested.	First Name		Middle Name	Last Name		
	Address					
	City		State/Province	Zip/Postal Code	Country	
	Social Security/Taxpayer ID Number		Date of Birth MM DD YYYY			

## 2. Signature and Date *Form cannot be processed without signature and date.*

The Account Owner must print name, sign, and date here and on the attached Signature Card.

Print Account Owner Name <i>First, M.I., Last</i>	
Account Owner Signature	Date <i>MM - DD - YYYY</i>
<b>SIGN</b> ▶	▶



# Checkwriting Signature Card

We must receive a completed signature card with ANY request to add checkwriting. We need ALL applicable signatures, as described in these instructions. All owners also must sign the Premiere Select HSA Checkwriting form.

## Establishing Checkwriting

Sign the card using the exact same form of your name as appears on the account registration.

## By signing below, you:

- Request that checkwriting be added to your account, appointing BNY Mellon as the agent to provide checkwriting service.
- Agree to the costs, conditions, and terms of usage of checkwriting, as described in the applicable customer agreement(s) governing your account.
- Authorize the withdrawal of money from your account to pay all checks.
- Agree to notify BNY Mellon immediately if any checks are lost or stolen.
- Guarantee the authenticity of any signature on the card.

## Signature Card

### Purpose of Card

- Establish checkwriting for the first time
- Update authorized users/signatures on an existing account

### Checkwriting Signature(s)

Print Account Owner Name *First, M.I., Last*

Account Owner Signature

Date *MM - DD - YYYY*

SIGN

### For Branch Use Only

Brokerage Account Number

Checking Account Number