



NOTICE OF CHANGE IN TERMS

The following changes to your Health Savings Account Agreement and Disclosure Statement with The Bank of New York Mellon (the “Agreement”) will take effect November 1, 2016.

1. In Article XI, Section 1 *General*, the following sentence is added to the end of the sections titled “Closing Account”, “Resignation or Removal of Custodian”; and “Death; Liquidation of Funds in Non-Deposit Vehicle”:

If for any reason we are unable to liquidate a Non-Deposit Vehicle, then your funds invested in that Non-Deposit Vehicle will remain invested in it, and it will be your or your representative’s responsibility to dispose or otherwise take action with respect to them.

2. The following paragraph titled *Limitation of Liability* is added to Article XI, Section 1 *General* of the Agreement:

Limitation of Liability. We are not liable to you for any act or failure to act that is reasonable under the circumstances or that is consistent with any applicable laws, rules, or regulations, or with general commercial practices of banks.

3. In Article IX, Section 7 titled *Transfer of Funds to Depository Bank* is revised to read as follows:

How the Program Works Generally. Your Account (other than the balance, if any, held in a Non-Deposit Vehicle) is subject to a program (the “Program”) in which we may transfer all funds in your Account, except as deemed necessary by us to pay any items presented to us for payment or to complete wire or ACH transfers (or as otherwise provided below), into an account we maintain in our capacity as your custodian with one or more unrelated FDIC-insured banks. Each such bank shall be referred to as a “Depository Bank”; funds transferred to a Depository Bank pursuant to the Program shall be referred to as “Transferred Funds”; and the account we maintain at each Depository Bank shall be referred to as the “Depository Account.” A Depository Bank’s records of the Depository Account to which Transferred Funds are deposited will reflect the fact that we are the depositor of the funds, but are acting in a capacity as agent and custodian for our HSA customers. No evidence of ownership such as an account passbook or certificate will be issued to you for the amounts held in the Depository Accounts. Instead, your amounts held in the Depository Banks will be evidenced by book entry on our records.

Management of Depository Accounts. Under the Program, we will be maintaining custody of some or all of your Account funds in the Depository Account at one or more Depository Banks in lieu of maintaining those funds as a deposit with us. To the extent necessary to pay items, process withdrawals, and to honor wire, debit card, and ACH transfers from your Account, however, Transferred Funds will be re-transferred from one or more Depository Bank(s) to your Account with us. The Depository Banks are chosen by us, in collaboration with Xerox HR Solutions, LLC (“XHR”). XHR is an unrelated entity that, pursuant to agreements with various employers and health plans, provides HSA account administration and other related services; XHR also facilitates access to other service providers like us as part of its BenefitWallet HSA solution. We act as your HSA custodian pursuant to an agreement with XHR and we are paid by XHR for acting as the HSA custodian of your Account. If there is more than one Depository Bank, XHR directs us as to how Depository Account balances should be allocated among participating Depository Banks. These allocations may change from time

to time as XHR specifies, and may result in your HSA funds being held all in one Depository Bank, in a combination of several Depository Banks, or, potentially, only in your Account with us as necessary to process payments and transfers from your Account. XHR also specifies the order in which Transferred Funds are returned to your Account from the Depository Banks, such as to pay items presented to us for payment from your Account or as otherwise provided in this Agreement. We maintain records sufficient to determine the amount of Transferred Funds deposited in each Depository Bank, or we may delegate that responsibility to another entity.

FDIC Insurance. Your funds held in a Depository Account with each Depository Bank are insured by the Federal Deposit Insurance Corporation (“FDIC”), up to applicable FDIC insurance limits. FDIC is an independent agency of the U.S. government. The FDIC insurance limit for HSAs is typically \$250,000 per deposit owner; however, as noted below, certain other accounts held in the same insurable capacity with the same Depository Bank may count towards that limit (in addition to your Transferred Funds).

If you open and maintain a deposit account with a Depository Bank, either directly or through an intermediary such as a deposit broker, and such deposit account is not established pursuant to the Program (each such deposit account, an “Independent Account”), then the funds on deposit in the Independent Account will not consist of Transferred Funds and we will not be aware of any funds in the Independent Account. In general, Independent Account deposits you maintain at a Depository Bank will be combined with Transferred Funds you maintain in the same insurable capacity at that Depository Bank for purposes of FDIC insurance coverage; this may cause all or part of your funds in an Independent Account and all or part of your Transferred Funds in the same Depository Bank to be in excess of FDIC limits and not insured. It is your obligation to monitor your deposits in Depository Banks; we have no obligation to monitor your deposits with Depository Banks other than your Transferred Funds.

Transferred Funds in a Depository Account do not constitute deposits with us. In the event we are placed into receivership, you will not be a creditor of ours with respect to Transferred Funds; rather, you will be a depositor of the Depository Bank(s). It is possible that funds may not be transferred from your Account to a Depository Bank on the day we are placed in receivership; funds not transferred will remain in your Account and retain their status as deposits with us. Similarly, if a Depository Bank is placed into receivership, you would be a creditor of the Depository Bank to the extent of any of your Transferred Funds to that Depository Bank; you would not be a depositor of ours with respect to those funds.

We are not responsible for monitoring your entitlement to FDIC insurance other than with respect to Transferred Funds. For more information about FDIC insurance, visit www.fdic.gov or call 877-ASK-FDIC (877-275-3342).

Current Depository Banks. At present, the Program utilizes two Depository Banks in which your Transferred Funds may be deposited: PNC Bank and Sallie Mae Bank. Neither Depository Bank determines the interest rate you receive on your Transferred Funds. Transferred Funds deposited with PNC Bank are not available for access at PNC Bank branches or other PNC Bank platforms, nor are Transferred Funds deposited with Sallie Mae Bank available directly from Sallie Mae Bank. We reserve the right to deposit Transferred Funds in other Depository Banks and to change the Depository Banks to which we can deposit Transferred Funds from time to time, in which case the same terms and conditions would apply to that Depository Bank unless otherwise specified. We will advise you of such changes. You can contact us for a current list of Depository Banks by calling 877-472-4200 or writing us at BenefitWallet Service Center, P.O. Box 1584, Secaucus, NJ 07094-1584.

Information about your Account, the Depository Account, and your Transferred Funds can be shared among the Depository Banks, XHR and us to the extent necessary to accomplish the purposes of the Program.

Interest and other Fees. Interest earned on deposit balances with the Depository Banks, less the amount, if any, of interest credited to you as described in the Health Savings Account Fee and Rate Schedule is currently paid to XHR pursuant to our services agreement with them. While we receive fees from Xerox for our services as your HSA custodian generally pursuant to our service agreement with Xerox, we do not retain any of the interest earned on Depository Accounts from Depository Banks. Information regarding rates of interest and other compensation earned by Xerox may be obtained from Xerox. Information regarding other Account fees and expenses is provided on the Health Savings Account Fee and Rate Disclosure.

The Depository Banks may use Depository Accounts to fund their day-to-day activities. Depository Banks may earn net income from the difference between the interest paid to XHR and to you and the income they actually earn on such Depository Accounts. Interest rates paid by Depository Banks pursuant to the Program may be lower than market interest rates and/or interest rates paid by the Depository Banks for other classes of accounts.

Changes. We can terminate or amend the Program at any time and from time to time; if we deem it necessary or appropriate to do so, including on the direction of XHR, we may refrain from completing a transfer to a Depository Bank on any particular day or days or revise the method of allocating deposits among Depository Banks. At any time the Program is in effect we may choose to retain all or part of your funds in your Account with us instead of transferring them to a Depository Bank. If we terminate the Program, we may later reinstate it. We will notify you of any termination or reinstatement of the Program.

Agreement to Participate. Except as otherwise provided in this Agreement, all funds deposited or otherwise credited to your Account (other than funds held in a Non-Deposit Vehicle) as of a particular day will be transferred out of the Account the following business day either to (a) one or more of the Depository Banks, or (b) to you or a third party in order to fund a withdrawal from or other debit to your Account, as applicable. We do not have, and will not exercise, any authority or control with respect to your Account or participation in the Program.

By accepting this Agreement and/or continuing to maintain your Account with us, you acknowledge and agree that you have made the decision to participate in the Program and that neither we, any of our affiliates nor XHR acts as a fiduciary with respect to you or your Account. You acknowledge and agree that you have read and understood this Section 7 and reviewed the description of our compensation above. Your acceptance of this Agreement constitutes your acceptance of the terms of the Program and your direction for your Account to participate in the Program on the terms described herein.

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