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CUSTODIAL AGREEMENT AND DISCLOSURE STATEMENT

The Accountholder is establishing this Health Savings Account (“HSA”) exclusively for the purpose of paying or reimbursing qualified medical expenses of the Accountholder, his or her spouse, and dependents. The Accountholder 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. Alerus Financial, National Association is the “Custodian” under this agreement.

Note: This Agreement is subject to a binding arbitration clause and waiver of class action described in section 11.21 of this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited. You may opt out of this arbitration clause by notifying Alerus in writing within 60 days of the date you first consent to this Agreement containing the arbitration clause. You may opt out by sending your written notice to:

Alerus Financial, N.A., Attn: Legal Compliance, P.O. Box 6001, Grand Forks, ND 58206-6001

Include your name, your residence address, and a clear indication that you wish to opt out of the HSA Agreement arbitration clause. If you opt out, neither you nor Alerus will be subject to binding arbitration.

The Accountholder and the Custodian make the following agreement:

Article I.

1.01 The Custodian will accept cash contributions for the tax year made by the Accountholder or on behalf of the Accountholder (by an employer, family member or any other person). No contributions will be accepted by the Custodian for any Accountholder that exceeds the maximum amount for family coverage plus the catch-up contribution (for individuals who attain age fifty-five (55) before the close of the tax year).

1.02 Contributions for any tax year may be made at any time before the deadline for filing the Accountholder’s federal income tax return for that year (without extensions).

1.03 Rollover or transfer contributions from an HSA, Individual Retirement Account, or an Archer Medical Savings account (Archer MSA) are permitted subject to applicable rules.

Article II.

2.01 Contributions to the Accountholder’s HSA are subject to a maximum annual limit as provided in Internal Revenue Code (Code) section 223(b)(2). These amounts are based on whether the Accountholder has elected single or family coverage under the HDHP. The limits are subject to annual cost-of-living adjustments provided in Code Section 223(g). Eligibility and contribution limits are determined on a month-to-month basis.

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

2.03 An additional catch-up contribution may be made for an Accountholder who is at least age fifty-five (55) or older and not enrolled in Medicare.

2.04 Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

Article III.

It is the responsibility of the Accountholder to determine whether contributions to this HSA have exceeded the maximum annual contribution limits described in the Internal Revenue Code (Code) and related guidance. If contributions to this HSA or any combination of your HSAs exceed the maximum annual contribution limit, the Accountholder shall remove the excess

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contributions. It is the responsibility of the Accountholder to timely request the withdrawal of the excess contribution and any net income attributable to such excess contribution. Regardless of which year excess contributions were made, a withdrawal of excess contributions will be reported as having occurred in the tax year of such withdrawal.

Article IV.

The Accountholder's interest in the balance in this custodial account is nonforfeitable.

Article V.

5.01 No part of the custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Internal Revenue Code (the "Code").

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

5.03 Neither the Accountholder 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 the Code Section 4975).

Article VI.

6.01 Debit Card payments and distributions of funds from this HSA may be made upon the direction of the Accountholder.

6.02 Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Accountholder, his or her spouse, or dependents are not subject to federal taxes. However, distributions that are not used for qualified medical expenses are included in the Accountholder's gross income and are subject to an additional twenty percent (20%) tax on that amount. The additional twenty percent (20%) tax does not apply if the distribution is made after the Accountholder's death, disability, or reaching age sixty-five (65).

6.03 The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Accountholder is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is not subject to federal taxes.

Article VII.

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

7.01 If the beneficiary is the Accountholder's spouse, the HSA shall become the spouse's HSA as of the date of death.

7.02 If the beneficiary is not the Accountholder's spouse, the HSA shall cease to be an HSA as of the date of death. If the beneficiary is the Accountholder's estate or if there is no beneficiary, the fair market value of the account as of the date of death is taxable on the Accountholder's final personal income tax return. For other beneficiaries, the fair market value of the Accountholder is taxable to that person in the tax year that includes such date.

Article VIII.

8.01 The Accountholder agrees to provide the Custodian with information necessary for the Custodian to prepare any reports or returns it is required to file by the IRS.

8.02 The Custodian agrees to prepare and submit any reports or returns as prescribed by the IRS.

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Article IX.

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

Article X.

We have the right to amend this agreement at any time. Any amendment we make to comply with federal or state law does not require your consent. You will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, you notify us in writing that you do not consent.

Your HSA is established with the Custodian on the date it is set up with the Custodian. If the initial account is established after the first of the month, the HSA is established the first of the following month. The Custodian makes no representation whether expenses incurred after the establishment date of an unfunded HSA may be reimbursed from contributions that are made on a later date.

Article XI

11.01 Definitions. In this Agreement, the words “you,” “your,” and “Accountholder” all refer to you as the individual who owns the HSA. The words “we,” “us,” and “Custodian” all refer to Alerus Financial, N.A. “Cash Account” means the HSA value threshold amount which is not available for investment by you. The “Default Fund” means the investment used by us if you fail to provide investment direction. “Investment Account” means the amount of your HSA value in excess of the Cash Account available for investment direction by you. “Investment Portal” means the web-based access we provide to you to control the Investment Account.

11.02 Service Providers. We will maintain custody of your HSA assets in your cash account (“Cash Account”) and investment account (“Investment Account”). We are authorized to place securities orders, settle security trades, hold securities in custody and perform related activities on your behalf. We are also authorized to contract for or make other arrangements with any affiliate or third party for the provision of necessary services to your HSA.

In addition to our custodial services, we provide certain recordkeeping and administration duties to your HSA. These duties include (a) providing you with access to a personal HSA website account, (b) maintaining electronic records showing the assets of your HSA and records of contributions, distributions, investment sweeps and any other related transactions, (c) processing distribution requests from your HSA, and (d) maintaining all information necessary for us to prepare required returns, reports, or other documents for applicable taxing authorities, including IRS Forms 1099-SA and 5498-SA.

All of your questions and comments should be directed through our website or our Client Service Center. You must provide all investment instructions for your HSA through the Investment Portal offered on our website.

You agree that we may appoint a third party to perform recordkeeping and administrative duties by providing you notice in advance of the appointment.

In the event you terminate employment with your employer or otherwise discontinue making contributions under your employer’s HSA funding program, you may be offered an opportunity to continue to receive HSA services under our HSA retail HSA program. You will be provided with details of that program, which may include, without limitation, changes to your investment choices, fees, plan type, user name, password, and/or online security features.

11.03 Notices and Change of Address. We reserve the right, at our discretion, to post notices on your HSA website account or send notices via email or U.S. mail to the last electronic or mailing address maintained in our records. Such notice will be considered effective when posted or sent to the intended recipient, whether by email or mail. Any notice you send to us to change your email address or other mailing address will be considered effective when actually received. In the event of your death, your spouse or account beneficiary must notify us of any corresponding change in email or other mailing address. Any notice you provide to us will be considered effective when actually received.

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11.04 Representations and Responsibilities. You represent and warrant that any information you provide us regarding your HSA with respect to this agreement is complete and accurate. We are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or we receive ambiguous directions regarding any transaction, or we in good faith believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We are not responsible in the event of any failure or interruption of services resulting from the act or omission of any third party service provider used to give such direction, and shall not be responsible for any losses. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have the right, but not the obligation to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP.

You acknowledge that establishment of your HSA is completely voluntary on your part and that, to the best of your knowledge, your employer does not (a) limit your ability to move funds to another HSA beyond restrictions imposed by the Code; (b) impose conditions on utilization of HSA funds beyond those permitted under the Code; (c) make or influence the investment decisions with respect to funds contributed to an HSA; (d) represent that the HSA is an employee welfare benefit plan established or maintained by your employer; or (e) receive any payment or compensation in connection with the HSA.

We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this agreement (e.g., attorney-in fact, executor, administrator or investment manager); however, we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. We shall not be responsible for losses of any kind that may result from directions, actions or failures to act by your authorized agent, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act by your authorized agent. You will have thirty (30) days after you receive any notice, however received, pertaining to any documents, account information or other information to notify us in writing of any errors or inaccuracies. If you do not notify us within thirty (30) days, the notices, documents, account information or other information shall be deemed correct and accurate, and we shall have no further liability.

We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this agreement, or as required under the Code and the applicable guidance with respect to HSAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorneys' fees, arising from or in connection with this agreement. To the extent written instructions or notices are required under this agreement, we may accept or provide such information in any other forms permitted by law, including through electronic mediums.

11.05 Service Fees. We reserve the right to charge a periodic service fee or other designated fees (e.g., a transfer/closure/rollover or investment management fee) for maintaining your HSA. In addition, we have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA. We have the right to charge a \$75 per hour fee for any additional services provided to you that are not described in this agreement. We may charge you separately for any fees or expenses, or may deduct the amount of the fees or expenses from the assets in your HSA at our discretion. We reserve the right to charge any additional fee upon thirty (30) days' notice to you that the fee will be effective.

We may charge a separate fee for administration and other services related to your HSA. You authorize us to deduct the amount of the fees or expenses from the assets in your HSA. Your employer may also agree to pay all or a portion of these fees on your behalf. The amount of fees payable may be set forth in a separate fee schedule which may be part of your application or disclosed on your HSA website account. In all cases, if we close your HSA because your account balance does not exceed \$25 for twelve (12) consecutive months, we may charge you an account closing fee equal to the lesser of \$25 or the remaining balance in your HSA. If your account balance is zero and your employment with your employer has been terminated, we have the right to close your HSA immediately.

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To the extent that you direct the investment of your HSA in mutual funds, balances invested in those mutual funds are subject to investment fees and other charges and expenses as described by the applicable prospectuses, available on your Investment Portal and this agreement. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.

11.06 Your HSA Website Account. You will require access to the internet to open your HSA and will provide you with access to a personal HSA website account. You will need to establish a user name and password. We will post all information you need to manage your HSA on your HSA website account. This information includes your account balance, contributions, distributions, annual IRS Forms 1099-SA and 5498-SA, and any amendments to this agreement. You agree to review your HSA at least once per month. You are responsible for protecting access to your HSA, monitor and responding to any notification we provide to you and not sharing your username and password with anyone.

Your HSA website account has all of the information and tools you need to manage your HSA and make investments.

11.07 Cash Account. We will receive contributions (including rollovers, transfers, and mistaken distributions) from you and/or your employer and transfer them to a contribution account maintained with us. We will transfer these amounts from the contribution account to the Cash Account in your HSA. The funds in your Cash Account are separately accounted for. The funds in your Cash Account, combined with other eligible deposits you have with us, are FDIC-insured up to \$250,000 or the current maximum level, if different.

We will pay interest on funds in your Cash Account. We may revise interest rates from time to time which will be reflected on your HSA website account.

11.08 Distributions. You may access your HSA via debit card, electronic transfer or a check request. You may request a direct transfer of your HSA balance to another HSA custodian. No distributions of in-kind transfers shall be permitted. The Social Security Number or tax identification number of the recipient must be on file or provided to us before we are obligated to make a distribution or transfer. Distributions shall be subject to all applicable tax and other laws and regulations, including possible early distribution penalties or surrender charges and do not have any withholding requirements. You have authorized electronic debit and credit entries, if applicable, to your designated checking or savings account. You have also authorized adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this agreement.

If you request a distribution from your HSA or use your debit card for more than the balance in your Cash Account, some or all of your investments will be sold as described in Section 11.21 and sufficient funds will be transferred from your Investment Account to the Cash Account to cover the amount of the distribution.

We may temporarily hold funds in contribution or distribution accounts in the ordinary course of administration. Until such time that funds deposited to a contribution account are allocated to your Cash Account, or funds are withdrawn electronically or by check from a distribution account, any revenue we earn from the use of funds deposited in these accounts shall be part of our compensation for servicing this HSA. You acknowledge and understand that fees charged under this agreement would be higher if we did not earn revenue from the funds held in these accounts.

11.09 No Overdrafts Permitted. You agree not to withdraw or attempt to withdraw funds in excess of the balance in your HSA. Should an overdraft occur, you must repay the overdraft immediately and we are not required to provide you notice or make demand for such repayment. If you have an overdraft, we reserve the right to close your HSA without notice to you. The closing of your HSA does not relieve you of your obligation to repay the full amount of the overdraft. Contributions made by you to your HSA shall be applied first, to any outstanding fees related to your HSA, and second, to any negative balance of your HSA. Until you contribute the necessary funds to reinstate your HSA, all account activity shall be suspended. If after ninety (90) days you have not contributed the necessary funds, then you agree to be subject to any and all collection actions needed to recover such funds and your HSA shall be closed.

11.10 Mistaken Distributions. We may allow you to return your mistaken distributions provided there is clear and convincing evidence that the amount(s) distributed from the HSA was because of a mistake of fact due to reasonable cause. In

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determining whether this standard has been met, we shall have the ability to rely on your representation that the distribution was, in fact, a mistake. We may not permit the return of mistaken distributions that relate to a calendar year after December 31st of that year.

In no event shall we restrict or limit HSA distributions to the payment or reimbursement of your qualified medical expenses. However, we may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on both the frequency and the minimum amount of distributions from the HSA.

11.11 Automatic Investment Setting. You may set up your HSA to make automatic transfers from your Cash Account to the Investment Account on your HSA website account. Your Cash Account must exceed the investment threshold by at least the minimum amount before transferring funds. When that occurs, the excess funds will be automatically transferred to your Investment Account. If you do not provide instructions on where to invest such amounts, the amount will be held in an investment ("Default Fund"). This Default Fund may be an interest-bearing FDIC-insured account offered by us or a similar fund within your Investment Account. Unless you make changes, your investment allocations will remain in effect and be applied to both current and future contributions to your Investment Account.

Your automatic investment setting will not be monitored by us. If all HSA assets are to be held in the Cash Account you must turn off your instructions for automatic investments in your Investment Account.

Your ability to invest through your HSA depends on the balance in your Cash Account. If the investment threshold falls below the required amount by more than the minimum amount for transferring funds, your mutual funds will be automatically sold as described in Section 11.21 and transferred back to your Cash Account. This may require liquidation of some or all of your investments in order to transfer the proceeds to your Cash Account.

11.12 Investment Options. Your Investment Account includes a Default Fund. If the Default Fund is an interest-bearing FDIC-insured account, interest will be paid on cash held in this Default Fund at the rate described in the Investment Portal. Cash held in your Investment Account, combined with other eligible deposits you may have with us, are FDIC-insured up to \$250,000 or the then current limit.

A broad array of mutual funds will be available for investment. These funds will either be selected by us, by an independent investment advisory firm, or in the alternative established with the parameters of Department of Labor guidance permitting HSA investment options to mirror your employer's defined contribution retirement plan to the extent feasible. **You acknowledge and agree that investments, including mutual funds, are not a deposit and are not insured by the FDIC or any federal government agency. We do not guarantee the value of your investments, and they may lose value. You also acknowledge that past investment performance is not a guarantee of future investment results. You agree to review investment information before you invest in mutual funds or other investments. We do not provide investment advice and are not responsible for the performance of the investments in your HSA. You are solely responsible to determine the suitability of the HSA investment based upon your circumstances.**

The available HSA investment line up may change from time to time with advanced notice of such changes to you including your options to change your investments and the result of a failure to provide investment instruction.

We may pay a financial advisor ("FA") to establish, monitor, and otherwise determine the Investment Line Up and Default Fund. In that case, we will provide you with advance notice of the appointment of the FA and the fee schedule applicable to his or her services.

11.13 Investment Portal. You must complete all investment transactions, including all communications and instructions, through the Investment Portal available through your HSA website account. You may use the Investment Portal to place orders for the purchase and sale of mutual funds or other investments we make available. You hereby authorize and direct us to accept such investment instructions from the Investment Portal and your HSA website account, to pay for mutual fund share purchases from your HSA, and to transfer proceeds from the sale of mutual fund shares to your Cash Account.

You agree that we rely only on instructions received through the Investment Portal and your HSA website account, and we

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have no duty to investigate any instructions. Our obligation to execute your instruction is contingent upon the determination that the instruction can be administered and the instructions have followed our procedures. Your investment instructions may be delayed at our discretion due to pending investment activity.

We will not provide you investment advice, or select or recommend mutual funds for you. We will not question whether an investment you select is appropriate or suitable for you. You agree that we will not be liable for any investment losses.

Investment transactions for your HSA will not be processed until we receive the funds to be invested and the instruction in proper form. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing.

You are solely responsible for managing the investments in your HSA and for communicating investment instructions through the Investment Portal on your HSA website account. All instructions received from the Investment Portal or your HSA website account shall be deemed to have been authorized by you.

11.14 Investment Fees, Expenses, Dividends and Rights. Some mutual funds may charge a redemption fee when they are sold. Any redemption fee will be charged to your Investment Account and you cannot reimburse your HSA for redemption fees. The mutual fund prospectus will disclose whether redemption fees apply.

Some mutual funds pay dividends or interest. Dividends and interest will be reinvested in the same mutual funds that pay them. The prospectus for each fund will provide more information. All conversion, subscription, voting and other rights pertaining to any securities held in your HSA, if applicable, will be exercised on your behalf.

We may retain certain fees we receive from mutual funds for shareholder and recordkeeping services ("12b-1 and STA fees") as additional compensation for services. We will deduct a custodial management fee from your Investment Account equal to an annual fee of one-quarter of one percent (.25%). The fee will be calculated and applied on a periodic (daily, monthly, or quarterly basis) on balances in your Investment Account. The 12b-1 and STA fees, if any, are described in the prospectus or other disclosure materials made available to you through the Investment Portal.

Funds held in the Cash Account and in the interest-bearing FDIC-insured account (if the interest-bearing FDIC-insured account is selected as the Default Fund) in your Investment Account are used by us for general banking purposes and may generate income to us. Such income is considered part of our compensation for providing the HSA services.

11.15 Consent to Electronic Disclosures. By executing this agreement, you agree that all account information from us including but not limited to your enrollment form, our Custodial Agreement and Disclosure Statement, our Interest Rate Disclosure, our Privacy Policy, IRA Forms 1099-SA and 5498-SA, documents issued by mutual fund companies (including prospectuses, trade confirmations, and other investment fund information), and any confirmation of your online instructions or elections shall be made available exclusively in electronic form. Account information may be viewed at any time by logging into your HSA website account. Account information related to your HSA will be posted on your HSA website account, or at our discretion, provided either by email to the email address on file for you, or by U.S. mail to your mailing address we have on file for you. You are responsible to advise us in writing of any change to either your email or mailing address.

Records of your HSA contributions, distributions, investment activity, earnings and balances will be made available exclusively through your HSA website account. Before being granted online access to your HSA records, it will be necessary to enter a user name, password and/or enhanced online security feature that you will receive prior to logging into your HSA website account.

Your consent to electronic notices will apply to all future applicable notices relating to your HSA until you are no longer an Accountholder or until you withdraw consent as provided below.

If you wish to receive your HSA summary and tax forms in paper form, you may select that option by changing your election online in your HSA website account under Statements & Notifications. Additional fees may apply for paper copies. Investment options may not be available if you do not consent to receive prospectuses, trade confirmations and related documents in

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electronic form. If you wish to withdraw your consent to electronic delivery of notices on a future date, please contact us via the contact information listed in your HSA website account. We reserve the right to not open an account or to close your account if you withdraw your consent to electronic delivery of notices.

You will also need Adobe Acrobat Reader to view and download the agreements, disclosures, HSA summaries, tax forms, investment fund information or any other applicable forms. In order to keep agreements and summaries for your records, you will need access to a printer or the ability to download and save information.

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

You agree to check your HSA website account no less frequently than monthly to view your HSA activity. In addition, you agree to respond as soon as feasible to other communications and information we may provide you from time to time regarding your HSA. You are responsible to verify that all activity on your HSA is authorized. You must keep your HSA user name, password, and/or enhanced online security feature confidential. We are not responsible for any other person's use of your user name, password, and/or enhanced online security feature, including but not limited to unauthorized account distributions or other loss.

You agree that we may satisfy our obligation to provide you with an annual copy of our Privacy Policy by keeping it available to review on this website.

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of this HSA Custodial Agreement. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

To withdraw your consent, you must contact us at 833.325.3787.

You must promptly notify us of any change in your email or other electronic address.

Hardware and Software You Will Need

To access Online Services and Electronic Records on a traditional computer, you will need:

- A computer with any of the following operating systems: Windows XP or higher, Apple OSX or higher.
- An internet connection with an internet browser that is up-to-date, had a high security standard, and is compatible with and supported by your operating system.
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit, or a printer, if you wish to print or retain any electronic documents.
- An email account with an internet service provider and email software.
- Software that accurately reads and displays .PDF files (such as a current version of Adobe Reader).

To access Online Services and Electronic Records on a mobile device, you will need:

- A mobile device with any of the following operating systems: Android or iOS.
- A data plan provided by your mobile carrier.
- To access Online Services and Electronic records at **Alerus.com**, a mobile browser that is compatible with and supported by your operating system (such as Chrome or Safari).
- To access Online Services and Electronic Records through one of our mobile applications, you will need to download the applicable Alerus application at your respective app store.
- If you wish to view .PDF files on your mobile device, software that accurately reads and displays .PDF files (such as the mobile version of Adobe Reader).

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You should check these terms occasionally for updates on supported software.

We reserve the right to discontinue support of current versions of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for continued use.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use our website after receiving notice of the change is reaffirmation of your consent.

Multiple Access Devices

Your acceptance of this agreement on one device constitutes your acceptance on all access devices you use. For example, if you view and accept this agreement on a tablet, the terms of this Agreement will apply to account access on a desktop computer (or vice versa).

Additionally, by viewing and accepting this agreement on any access device, you are reasonably demonstrating your ability to access your HSA and view electronic information in the format that the services are provided on that device and all subsequent devices. If you change access devices (or use multiple access devices), it is your responsibility to ensure the new access device meets the applicable system requirements and that you are still able to access the account and electronic information on the new device. Your continued use of the website on other access devices is your reaffirmation of this Agreement.

Please note, we may be unable to fulfill and service Alerus products or services in a language other than English. Future communications may be in English only. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and explain any future communications in English.

By providing your consent to this Custody Agreement, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email account.

11.16 Custodian Powers. We may register securities in our name or in the name of our nominee without disclosing that such securities are held as custodian or as nominee. Except as expressly provided otherwise in this agreement, we shall have all of the powers generally conferred on custodians under the laws of the State of North Dakota. Additionally, we shall also have the power to perform any and all acts that it deems necessary or appropriate for the proper custodial servicing of your HSA. We may adjust the balance of your HSA as necessary to correct administrative errors, including improperly allocated contributions, distributions, earnings or losses. In the event a check or other instrument is returned for insufficient funds, any corresponding contributions to your HSA are also subject to adjustment by us.

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

You understand that if you designate your spouse as primary death beneficiary or contingent death beneficiary of your HSA, the dissolution, termination, annulment or other legal termination of your marriage will automatically revoke all beneficiary designations, both primary and contingent. After such revocation and until such time as a new beneficiary designation is completed, your HSA shall be treated as if there is no beneficiary designated.

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Based on the above, if your spouse acquires the interest in your HSA by reason of being the death beneficiary at your death, your HSA shall be treated as if the surviving spouse were the Account holder, in order for the distribution to be completed to your spouse; your spouse must have a valid social security number. If the death beneficiary is not your spouse, your HSA (or in accordance with rules established by the IRS the relevant portion thereof) will cease to be an HSA as of your date of death. Upon learning of your death, we may, in our complete and sole discretion, make a final distribution to a death beneficiary (other than your spouse) of his or her interest in your HSA. This distribution may be made without the death beneficiary's consent and may be placed in an interest-bearing (or similar) account that we choose.

11.18 Termination of Agreement, Resignation, or Removal of the Custodian. You may terminate this agreement at any time by giving written notice to us. If this agreement is terminated by you, we may charge your HSA an amount of money necessary to cover any associated costs pertaining to terminating this agreement and closing your account.

We may close your HSA for any reason or no reason, effective thirty (30) days after we provide written notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. In some cases, and in our sole discretion, we may permit you to reinstate your HSA. If you do not reinstate your HSA or complete a transfer of your HSA within thirty (30) days from the date we provide written notice to you, we have the right to transfer your HSA assets to a qualified successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum.

11.19 Successor Trustee or Custodian. If we change our name, reorganize, merge with another organization (or comes under the control of any federal or state agency), or if the entire organization (or any portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA trustee or custodian. If the organization is not the type of organization authorized by law to serve as an HSA trustee or custodian, then you must make arrangements to transfer your HSA to another financial organization. If you do not complete a transfer of your HSA within thirty (30) days from the date we provide written notice to you, we have the right to transfer your HSA assets to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum.

11.20 Liquidation of Assets. We have the right to liquidate assets in your Investment Account if necessary to make distributions or to pay fees, expenses, taxes, penalties or surrender charges properly chargeable against your HSA. We will liquidate your investments in the same proportion as your investment holdings, and you agree not to hold us liable for any adverse consequences that may result from our decision to liquidate investments in this order. You understand that you might not receive the total amount of your requested distribution due to market fluctuations during the time period for processing your distribution request.

11.21 Alternative Dispute Resolution/Applicable Law/Interpretation. Any dispute or claim arising in any way to your HSA will be resolved by binding arbitration conducted by the American Arbitration Association (AAA) under its rules, rather than in court. A party may initiate arbitration by written notice to the other and otherwise following the rules, then in existence, set by AAA. Each party agrees that this alternative dispute resolution will only be conducted on an individual basis and not in a class, consolidated, or representative action. This Agreement shall be governed by and construed under the laws of the State of North Dakota. If it is necessary to enforce arbitration or an arbitration award, or take other court action, whether state or federal, the case shall be venued in the appropriate state or federal court for the State of North Dakota. If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of this agreement shall be construed as a waiver of such provisions or your right or our right thereafter to enforce each and every such provision.

11.22 Disclaimers. Your HSA is established by this agreement and is not intended to constitute an "employee welfare benefit plan" or an "employee pension benefit plan" as defined by ERISA or any similar state or federal law. Regardless of the status of the HSA under ERISA, we are not the "plan administrator" or "plan sponsor" of your HSA or of any arrangement or plan of which the HSA is a part. We expressly disclaim responsibility for ERISA's participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to your HSA, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. We are not providing services to you or your HSA as a fiduciary under ERISA, under any comparable and applicable provisions of federal, state or local law, or under the Investment

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Advisor's Act of 1940, and nothing in this agreement shall be construed as conferring fiduciary status upon us. If and to the extent that your HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that your HSA is subject to ERISA's continuation coverage requirements, this agreement may be amended or terminated at our sole discretion as of the effective date of such determination or on such later date, as we deem appropriate.

We have no duty to determine whether your contributions or distributions comply with the Code, Treasury Regulations, IRS Rulings or this agreement. In no event shall we be responsible to determine if contributions made by your employer to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

We will maintain all confidential information in accordance with all applicable banking laws and regulations. Your HSA established by this agreement, however, is not intended to be a "health plan" or other "covered entity" as defined by regulations interpreting the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). We expressly disclaim responsibility for the duties imposed upon covered entities or their business associates under HIPAA Privacy and Security Rules, except as may be agreed upon pursuant to a business associate agreement between us and a covered entity or business associate. If and to the extent that we are determined to be responsible for compliance with HIPAA beyond the duties we voluntarily assume, this agreement may be amended or terminated at our sole discretion as of the effective date of such determination or such later date, as we deem appropriate.

HSAs are personal health savings vehicles rather than group employee benefits. Although with respect to your HSA, your employer may have agreed to forward contributions through its payroll system to for contribution to your HSA, you are not restricted from moving funds to another HSA custodian or trustee (but your employer is not required to forward payroll contributions to another HSA provider).

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

11.23 Abandoned HSAs. Your HSA may be considered abandoned when there is no owner-generated activity (including, but not limited to, deposits, withdrawals, letters, phone calls or address changes), for an extended period of time. In the event that we determine that your HSA has been abandoned, we may close your account and issue a check to your address on your HSA website account. Funds in abandoned HSAs may also be "escheated" (transferred) to the state of your residence if your HSA is deemed abandoned. We will attempt to contact you before turning over funds to a state. Once the funds are transferred, you may be able to recover the funds from the state. You agree that we are not responsible for any funds that are escheated to a state.

If your HSA balance is \$25 or less for twelve (12) or more consecutive months we reserve the right to cancel your HSA debit card and close your HSA without notifying you. If your account balance is zero and your employment with your employer has been terminated, we have the right to close your HSA immediately.

11.24 Disclosure Statement.

a. Important Information about Procedures for Opening and Maintaining your HSA. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each individual who opens an account. What this means for you, when you open an HSA, you are required to provide your name, residential address, date of birth, and identification number. As part of the ongoing maintenance of your HSA we may require other information or documentation that allows us to identify you. You understand that your HSA may be closed if additional verification is not possible. Upon such closure, funds deposited in your HSA will be returned to you, less any fees or expenses chargeable against your HSA, or penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your HSA. We are not liable for any tax consequences or tax withholdings you may incur as a result of the transfer or distribution of your assets.

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b. Force Majeure. We will be released without any liability on our part from the performance of our obligations hereunder, to the extent our performance is prevented by the event of Force Majeure. Force Majeure will mean any event or condition not reasonably within our control which prevents in whole or in material part, the performance by us of our obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

We shall not be liable for failure to perform or delay in performance of any of our obligations under this agreement to the extent that such failure or delay results from any act of God, including but not limited to a blizzard, flood, tornado or any other adverse weather conditions; military operation; terrorist attack; widespread and prolonged loss of use of the internet or the world wide web; national emergency; civil commotion; or the order of any government agency or acting government authority or any other cause beyond our reasonable control whether similar or dissimilar to the foregoing causes.

c. Alerus Financial Privacy Policy. By executing this agreement, you acknowledge receipt of our Privacy Policy. You agree to receive future notices of any updates to the Privacy Policy at www.alerus.com or in this agreement which is available on your HSA website account and to review the Privacy Policy no less frequently than annually. See Privacy Policy on next page.

d. Sweep Disclosure Notification. As set forth under this agreement, you may make contributions to your HSA. Based on the value of your HSA and minimum amounts defined disclosed to you in the Investment Portal, funds may be moved between your Cash Account and Investment Account. This automatic feature is known as a "Sweep." The Cash Account will be a depository account with us. The Investment Account may either be held in a deposit account with us or invested in mutual funds at your direction.

If you direct that the funds be in a deposit account with us, then these funds will be insured by the FDIC to the extent of the deposit insurance limits. In the event we fail, you will be a secured creditor of us to the extent of the FDIC deposit insurance limits. If the funds are in excess of the FDIC deposit insurance limits, you will be an unsecured creditor with respect to the excess.

If you direct that the funds be invested with a mutual fund, then these funds are not considered a deposit account with us and are not FDIC insured. In the event we fail, these funds will remain your separate funds at the outside mutual fund and are subject to the mutual fund's provisions.

By executing this agreement, you acknowledge receipt of this Sweep Disclosure Notification and agree to receive future notices of any updates to the Sweep Disclosure Notification at www.alerus.com or in this agreement which is available on your HSA website account, and to review the Sweep Disclosure Notification no less frequently than annually.

e. Custodian Information. Alerus Financial, National Association, 401 Demers Avenue, Grand Forks, ND 58201.

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FACTS	WHAT DOES ALERUS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	The types of personal information we collect and share depend on the product or service you have with us. The information can include: <ul style="list-style-type: none"> ▪ Social security number and income ▪ Account balances and payment history ▪ Credit history and credit score When you are <i>no longer</i> our client, we continue to share your information as described in this notice.
HOW?	All financial companies need to share clients' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients' personal information; the reasons Alerus chooses to share; and whether you can limit this sharing.

REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	Does Alerus share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
For our marketing purposes—to offer our products and services to you.	Yes	No
For joint marketing with other financial companies.	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experience.	Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness.	No	We don't share
For our affiliates to market to you.	No	We don't share
For nonaffiliates to market to you.	No	We don't share

QUESTIONS	Call 800.279.3200 or go to alerus.com .
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WHO ARE WE?	
Who is providing this notice?	Alerus and its affiliates (please see Affiliate definition following for list).

WHAT WE DO	
How does Alerus protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We further restrict access to your information to only those employees who need to know that information in order to provide products and services to you.

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WHAT WE DO

<p>How does Alerus collect my personal information?</p>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> ▪ Open an account or apply for a loan ▪ Make deposits or withdrawals from your account ▪ Provide account information or give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can't I limit all sharing?</p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ▪ Sharing for affiliates' everyday business purposes—information about your creditworthiness. ▪ Affiliates from using your information to market to you. ▪ Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See Other Important Information section for your rights under state law.</p>

DEFINITIONS

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Our affiliates include companies with an Alerus name—financial companies such as Alerus Financial Corporation and Alerus Financial, N.A.</i></p>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Alerus does not share with nonaffiliates so they can market to you.</i></p>
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include securities broker-dealer companies.</i></p>

OTHER IMPORTANT INFORMATION

Residents of CA, CT, IL, ND, or VT: We will not share your non-personal information with either affiliates or non-affiliates without your consent, except as permitted by state law.

Residents of NV: Nevada law requires us to disclose that you may request to be placed on our internal Do Not Call List at any time by calling 800.279.3200 or writing to Alerus, P.O. Box 6001, Grand Forks, ND 58206. For more information contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3309, Las Vegas, NV 89101; telephone - 702.486.3132; email – BCPInfo@ag.state.nv.us.



CUSTOMER IDENTIFICATION PROGRAM IMPORTANT ACCOUNT OPENING INFORMATION

In accordance with the USA PATRIOT Act, Alerus Financial, N.A. will be following the customer identification requirements established as part of this regulation. Federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account.

WHAT DOES THIS MEAN FOR YOU?

When opening an account or adding an additional owner to an account, we require information that will positively identify you as an individual or a business entity. We will ask for name, address, and other information that will provide proper identification. We appreciate your assistance and cooperation with this safeguarding identification process as we proudly support all efforts to protect and maintain the security of our customers and our country.

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ELECTRONIC DISCLOSURE

In order to apply for an HSA, you must consent to receipt of documents in electronic form, including your enrollment form, Custodial Agreement and Disclosure Statement, Alerus Financial, N.A. Interest Rate Disclosure, Alerus Financial, N.A. Privacy Policy, 1099-SA and 5498-SA tax forms, documents issued by mutual fund companies, including prospectuses, trade confirmations, and other investment fund information, your HSA summary and any confirmation of your online instructions or elections. Your consent will apply to all future applicable notices relating to your Health Savings Account (HSA) until you are no longer an accountholder or until you withdraw consent as provided below.

All communications will be provided electronically. If you wish to receive your HSA summary and tax forms in paper form, you may select that option by changing your election under Statements & Notifications. Additional fees may apply for paper copies. Consult your HSA Administrator for any applicable. Investment options may not be available if you do not consent to receive prospectuses, trade confirmations and related documents in electronic form.

Security, Hardware and Software Information

In order to receive information and disclosures in electronic format, you must have access to a computer with the following browser software or equivalent software and communications access to the Internet:

Browser Software	Minimum Version Required
Microsoft Internet Explorer (IE)	IE9 and greater
Mozilla FireFox	Most current and prior 2 versions
Apple Safari	5.x or greater
Google Chrome	Most current and prior 2 versions
Microsoft Edge (Windows 10)	Most current and prior 2 versions

You will also need Adobe Acrobat Reader to view and download the agreements, disclosures, HSA summaries, tax forms, investment fund information or any other applicable forms.

For Your Records

In order to keep agreements and summaries for your records, you will need access to a printer or the ability to download and save information.

Withdrawing Your Consent

You may withdraw your consent to receive the initial account opening disclosures by exiting this online session any time prior to submitting your application for processing. Your consent is not stored unless you complete this online session. If you wish to withdraw your consent to electronic delivery of notices on a future date, please contact us at the contact information listed on this website. We reserve the right to not open an account or to close your account if you withdraw your consent to electronic delivery of notices.

By checking the "I have read and agree to the Electronic Disclosure Agreement" box below, you indicated your consent to receive the disclosures listed above electronically. You also confirm that you have the effective ability to access the agreements, disclosures, summary, tax forms, investment information, and confirmations in electronic form.

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HEALTH SAVINGS ACCOUNT FEES

FEES

Monthly Account Management..... \$3.50

DEBIT CARD

Debit Card Replacement..... \$5.00 (one-time fee charged at replacement)

Additional Debit Card(s) \$5.00 (one-time fee charged as additional cards are issued – per two cards)

MISCELLANEOUS

Stop Payment \$30.00 (applies if you request that TPA stops payment on a distribution you requested from your HSA)

Paper Statement..... \$5.00 (per statement)

Check Fee \$0.50 (per check issued)

Transfer/Closure Fee \$15.00 (per transfer)

Set-Up Fee \$10.00