10. Transfers and Rollovers. The Custodian may accept transfers and rollovers from other plans. The Account Owner represents and warrants
that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or
rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in
the Custodial Account. The Custodian will duly act on written instructions from the Account Owner received in a form and manner acceptable
to the Custodian to transfer the HSA to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any
predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the
transfer or rollover.
11. Miscellaneous.
Account Owner's Age-- The Custodian will track the Account Owner's age and will rely on the information provided by the Account Owner.
Authorized Agent-- If you have designated that the Authorized Agent shall continue to have power after your disability or incapacity, the
Authorized Agent's authority survives your disability or incapacity. The Authorized Agent may act for a disabled or incapacitated party until
the authority of the Authorized Agent is terminated. If you have designated that the Authorized Agent shall not have power after your
disability or incapacity, the Authorized Agent's authority terminates upon your disability or incapacity. If you failed to specify whether the
Authorized Agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your
disability or incapacity. Your death terminates the authority of the Authorized Agent. We may continue to rely on the agency designation to
the extent permitted by lawuntil we have proper notice of an event of termination and have had a reasonable period of time to act upon it.
Employer Contributions-- The Custodian is not responsible for monitoring Employer Contributions or notifying the Account Owner of any
Employer Contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to
Employer Contributions and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of
the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA.
Custodian as Agent-- The Account Owner acknowledges that he or she has the sole responsibility for any taxes, penalties or other fees and
expenses associated with his or her actions or inactions regarding the laws, regulations and rules associated with this Agreement. Further,
the Account Owner acknowledges and understands that the Custodian will act solely as an agent for the Account Owner and bears no
fiduciary responsibility. The Custodian will rely on the information provided by the Account Owner and has no duty to question or
independently verify or investigate any such information. The Account Owner will indemnify and hold the Custodian harmless from any
liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement,
except liability arising from gross negligence or willful misconduct of the Custodian.
Custodian Acquired/Merged-- If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or
custodian, that institution will automatically become the trustee or custodian of this HSA unless otherwise indicated.
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