



First Horizon Bank Health Savings Account Sweep Agreement and Investment Instructions

THIS SWEEP AGREEMENT AND INVESTMENT INSTRUCTIONS (this “Agreement”) describes the feature available to account owners of First Horizon Health Savings Accounts (“FH HSAs”) which permits the purchase and sale of shares of mutual funds for the benefit of the FH HSA (the “Program”) and is made between the person signing below as “Account Owner,” and First Horizon Bank, a division of First Tennessee Bank National Association, as custodian of the Account Owner’s FH HSA (“Bank”).

By signing this Agreement, you agree to be bound by its terms and conditions. Specifically, you and Bank agree as follows:

1. **Definitions.** As used in this Agreement, these terms shall have the following meanings:

(A) “Account Owner” and “you” refer to the person signing this Agreement who has established, or in connection with this Agreement is establishing, an FH HSA for which Bank serves as custodian under a separate Custodial Agreement.

(B) “Depositor Agreement” means the Bank Depositor Agreement and Disclosures document which sets forth rules applicable to deposit accounts at Bank, including the HSA Deposit Account.

(C) “Fund” or “Funds” means the MM Fund and/or the Other Mutual Funds, as applicable.

(D) “HSA Deposit Account” means the interest-bearing demand deposit account established by Bank for your benefit pursuant to a separate FH HSA account application and enrollment agreement and which is subject to the Depositor Agreement.

(E) “HSA Fund Account” means shares of the Funds purchased for your benefit under the Program and held for your benefit in the name of Bank and/or its agent on the books and records of the Funds.

(F) “HSA Website” means the First Horizon Banking Online website (“Banking Online”) and the PFPC, Inc. website which you may access through Banking Online in connection with the Program.

(G) “MM Fund” means shares of the Administrative class of the Goldman Sachs Trust – Financial Square Money Market Fund.

(H) “Other Mutual Funds” mean shares of the administrative class (Class A) of non-money market funds issued by the Goldman Sachs Trust and which are available under the Program and described on the HSA Website.

(I) “Peg Balance” means the threshold amount over which funds in your HSA Deposit Account will be invested in one or more Funds.

(J) “Return Sweep” describes the process by which shares in the MM Fund (but not Other Mutual Funds) are redeemed and the proceeds transferred to the HSA Deposit Account to cover a negative Daily Balance (as hereinafter defined) and to replenish the Peg Balance.

(K) “Sweep” means the process by which the closing Daily Balance (as hereinafter defined) in the HSA Deposit Account above the Peg Balance is debited from the HSA Deposit Account and used to purchase shares of the MM Funds and/or Other Mutual Funds in accordance with your instructions.

2. **Eligibility.** You are eligible, subject to the Bank’s approval, to participate in the Program by electing it as one of the features associated with your FH HSA. You represent that you have the power and authority to enter into this Agreement.

3. **Peg Balance.** The minimum Peg Balance in your HSA Deposit Account is \$1,000.00, but you can establish a higher Peg Balance.

4. **Sweep Investment Instructions.** You specifically authorize and instruct Bank (and/or its agent) to invest automatically certain HSA Deposit Account balances in shares of the Funds in accordance with the following procedures, and to hold shares of the Funds in the name of Bank as custodian of your FH HSA. Bank will determine the balance in the HSA Deposit Account at the conclusion of each business day, after posting all credits and debits to the HSA Deposit Account that occurred on that day. This closing HSA Deposit Account balance is referred to as the “Daily Balance.” If the Daily Balance exceeds the Peg Balance by \$100 or more, the amount by which the Daily Balance exceeds the Peg Balance will, on the next business day, be debited from the HSA Deposit Account and will purchase shares of the Funds for the HSA Fund Account. Bank will purchase shares of the MM Fund unless you have provided instructions to purchase shares of Other Mutual Funds as described in Section 5 below.

5. **Investment Instructions Concerning Other Mutual Funds.** The Program allows you to instruct Bank (and/or its agent) to purchase shares of Other Mutual Funds or to exchange MM Fund shares held for your HSA Fund Account for shares of Other Mutual Funds. To provide these instructions, you will need to log on to Banking Online or follow other instructions provided through the HSA Website. If your MM Fund shares are used for a Return Sweep and the market value of the remaining MM Fund shares is insufficient to settle the exchange, the exchange will not occur, and you will be notified. Shares of Other Mutual Funds may be exchanged for shares of the MM Fund by following the procedure described above. If you exchange shares of Other Mutual Funds for shares of the MM Fund, the market value of such MM Fund shares will be available for the Return Sweep feature on the second business day following the date of such exchange instructions, so long as such instructions are provided prior to the Fund cut-off time as disclosed in the applicable Fund prospectus or otherwise disclosed on the HSA Website, otherwise, the market value of such shares will be available on the third business day thereafter.

6. **Return Sweep Instructions.** If the Daily Balance is a negative balance, shares in the MM Fund (but not Other Mutual Funds) held in your HSA Fund Account will be redeemed and the proceeds transferred back to the HSA Deposit Account on the next business day in the amount needed to cover the negative Daily Balance and replenish the Peg Balance. If the market value of the MM Fund shares is insufficient to cover the combined amount of the negative Daily Balance and the Peg Balance, the automated Return Sweep will not occur. In that event, Bank is

authorized, but is not obligated, to cause a Return Sweep to occur in an amount up to the market value of the MM Fund shares. **Shares of Other Mutual Funds are not included in the Return Sweep feature and will not be redeemed or transferred back to your HSA Deposit Account to cover a negative Daily Balance or replenish the Peg Balance. The “Available Balance” in your HSA Account will include the market value of shares in the MM Fund, but will not include the market value of shares of Other Mutual Funds.**

7. **Fees.** Fees charged for the HSA Deposit Account are described in the Depositor Agreement and Bank’s fee schedules. **An additional \$2.50 per month administration fee is charged for the Program. This monthly fee will start immediately after acceptance of this Agreement by Bank and will apply each month even if the Sweep feature is not activated during the month.** Other fees and expenses incurred by the Funds are disclosed in the current prospectus for each Fund.

8. **Account Owner Acknowledgments Concerning the Funds.** You acknowledge that:

(A) In connection with entering into this Agreement, you have received a current prospectus for the MM Fund, which includes more complete information about charges and expenses, you have read the prospectus carefully, and you are relying solely on the prospectus in selecting to invest in the MM Fund;

(B) In order for you to invest in the Other Mutual Funds, you will need to provide such instructions to Bank and/or its agent through the HSA Website, and you will receive a current prospectus for the Other Mutual Funds through the HSA Website. You acknowledge that you will read the prospectus carefully before investing in the Other Mutual Funds, and will rely solely on the prospectus in selecting to invest in the Other Mutual Funds. You consent to the delivery of such prospectus via the HSA Website. You acknowledge that you are able to print, download, or store electronically on your computer system the prospectus for your review and for record keeping purposes.

(C) Neither Bank, its affiliates nor their respective representatives have made any representation as to the appropriateness or investment quality of the Funds;

(D) Bank is acting solely as your agent in placing orders with the Funds;

(E) All investments are yours, are made at your own risk, and are without recourse to Bank and/or its affiliates;

(F) Bank may be compensated by the Funds or by service providers to the Funds for providing administrative or shareholder support services as described in the prospectus; and

(G) All Fund transactions in your HSA Fund Account are subject to the terms of each prospectus as amended from time to time.

9. **Additional Account Owner Acknowledgments.** You further acknowledge and understand that:

(A) **Fund shares are not backed or guaranteed by the Bank or any affiliate thereof and are not bank deposits, nor are they insured by, guaranteed by, or obligations of the FDIC.**

(B) Fund shares involve investment risks, including the possible loss of the principal amount invested.

(C) An investment in shares of the MM Fund is not insured by the U.S. Government and there can be no assurance that the MM Fund will be able to maintain a stable net asset value of \$1.00 per share.

(D) Past performance is not indicative of future results.

(E) Bank has the right to change the Funds available under the Program by providing you with at least thirty (30) days notice (if practical under the circumstances).

(F) Bank is authorized to hire agents to perform its duties and obligations under this Agreement. You acknowledge that PFPC Inc., a Massachusetts corporation, and/or PFPC Trust Company, a Delaware limited purpose trust company, provide services to Bank in connection with the Program. A copy of PFPC's privacy policy is attached to this Agreement.

10. **Transaction Statements.** You will receive a periodic HSA Deposit Account statement. You will receive an HSA Fund Account statement reflecting purchases and redemptions of Funds made in accordance with the Program for each month in which a purchase or redemption of Funds takes place and not less than once every three (3) months if there are no purchases or redemptions in your HSA Fund Account. The HSA Fund Account statement also will reflect HSA Fund Account earnings and dividends paid.

11. **Limitation of Liability.** Bank, and its affiliates and agents, shall not be liable for any damages resulting from causes which are beyond their reasonable control (including but not limited to fire, flood, or other destructive causes, failure of equipment, computer hardware, software, power or sources of transportation or supply). Bank shall have no liability for (i) the actions of the Funds, its custodians, distributors, agents or any other third party; or (ii) acting upon any instructions, including telephone exchanges and inquiries believed to be genuine, and you agree to indemnify Bank with respect to any losses or damages arising out of or relating to the foregoing. Bank shall not be liable for any consequential, special or indirect losses or damages which you may incur or suffer as a consequence of performance or nonperformance of Bank's obligations under this Agreement, whether or not the likelihood of such losses or damages should have been known by Bank.

12. **Termination.** As indicated in the Depositor Agreement, Bank reserves the right to terminate the HSA Deposit Account without cause, and to change fees and other features of HSA Deposit Accounts, providing only such notice as required by law. Accordingly, participation in the Program is also subject to termination and modification by Bank with appropriate notice. Either you or Bank may terminate this Agreement at any time by written notification to the other party. Upon termination of this Agreement, Bank will redeem MM Fund shares and Other Mutual Funds shares and credit the proceeds to the HSA Deposit Account. Any accrued dividends or distributions payable with respect to Fund shares shall be credited to the HSA Deposit Account when paid in accordance with the applicable prospectus. If you direct Bank to close your HSA Deposit Account, this Agreement will terminate, and you agree that Bank may leave the HSA Deposit Account open until all redemptions of Fund shares and payment of all accrued dividends and distributions have been completed.

13. **Miscellaneous.** You agree that you have received a copy of the Depositor Agreement and that all its provisions apply to the HSA Deposit Account. You also agree that you have received a copy of the Custodial Agreement and that all of its provisions apply to the HSA Deposit Account and the HSA Fund Account. You grant us the same rights in your Fund shares in the HSA Fund Account as we have in the HSA Deposit Account. Further, you agree that any customer-initiated changes to this Agreement will not be effective unless approved in writing by a Bank President, Executive Vice President or Senior Vice President. All terms of this Agreement shall be binding upon your heirs, representatives, and assigns. This Agreement is effective upon acceptance by Bank of an executed copy of this Agreement from you. For purposes of this Agreement, a facsimile signature will be deemed an original signature. The Sweep feature will be activated within a reasonable time after acceptance of this Agreement by Bank. You should retain a copy of this Agreement for your files.

Account Owner's Signature:

Printed Name: _____

Date: _____

Address: _____

Daytime Telephone Number: _____

Social Security Number: _____

HSA Deposit Account Number: _____

Print and sign the agreement, complete the information above, and mail or fax the complete agreement to:

First Horizon Msaver
P.O. Box 26106
Shawnee Mission, KS 66225
Fax: 1-877-624-0299 or 913-317-2015

ACCEPTED:

First Horizon Bank, a division of First Tennessee Bank
National Association, as Custodian

By: _____

Title: _____

Date: _____

PFPC Trust Company Privacy Principles

PFPC Trust Company serves as custodian for self-directed savings and retirement accounts, such as Individual Retirement Accounts, Qualified Plans, 403(b)(7) Plans and Health Savings Accounts, as well as for mutual fund Wrap Product and Global Cash Portal accounts (the “Accounts”).

You are receiving this notice because either (i) you own or are considering establishing an Account that contains an investment in shares of a Fund (a “Fund”) serviced by PFPC Trust Company or PFPC Trust Company’s affiliate, PFPC Inc., or (ii) you own or are considering an Account for which PFPC Trust Company acts (or will act) as custodian for the Account’s assets.

We are committed to maintaining the privacy of Account owners and to safeguarding their nonpublic personal information.

We may collect nonpublic personal information from Account applications and other forms that Account owners send to establish and maintain Accounts. We may also have access to specific information regarding an Account owner’s transactions with the Funds or other service providers.

We do not disclose any nonpublic personal information about any Account owner or former Account owner to anyone, except as permitted by law or as necessary in order to service the Account.

We restrict access to nonpublic personal information about the Account owners to our employees with a legitimate business use for the information. We maintain physical, electronic, and procedural safeguards designed to protect the nonpublic personal information of Account owners.

Questions regarding this notice may be directed in writing to: Privacy Coordinator, PFPC Trust Company, MS# W5-F301-03-01, P.O. Box 8916, Wilmington, DE 19899-8916.



A member of the PNC Financial Services Group