

# HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT

OneBridge Benefits Inc. (the "Custodian" or "we" or "us") is an Internal Revenue Service ("IRS") authorized passive nonbank trustee ("NBT") operating as the custodian of health savings accounts ("HSA"). The Custodian's IRS NBT Authorization Letter is available on its website and upon request by calling its customer care center at 1-888-865-1628. The named account owner ("you" or "Account Owner") is establishing an HSA (the "Account") with the Custodian exclusively for the purpose of paying or reimbursing Qualified Medical Expenses (as defined below) of the Account Owner, his or her spouse, and/or tax dependents. Account Owner hereby appoints Custodian as custodian for Account Owner's Account, established pursuant to an HSA Election Form or other enrollment documentation submitted to Custodian by you or by your employer on your behalf, and authorizes Custodian to perform relevant custodial and administrative services.

If you instruct Custodian to open the Account, Custodian is instructed by your employer to open the Account on your behalf, you contribute funds to the Account, or you otherwise use the Account, you consent to the terms and conditions of this Health Savings Account Custodial Agreement and all supplementary documents referenced herein or otherwise used by the Account Owner to access or use the Account (collectively, this "Agreement"). The terms of this Agreement shall be binding upon the Custodian and the Account Owner and their respective successors and assigns. Nothing in this Agreement, nor any document or information distributed by us, is intended as legal, tax, financial, investment or medical advice or advice in respect of estate planning or the consequences of a change in marital status or beneficiary designation. Information relating to HSAs may be found at [www.treasury.gov](http://www.treasury.gov) or in IRS Publication 969—Health Savings Accounts and Other Tax-Favored Health Plans. State level taxation of HSAs varies from state to state. You should consult with an attorney or other qualified tax professional prior to establishing or using your Account to confirm eligibility requirements and other applicable rules and restrictions.

**The Account Owner and the Custodian agree as follows:**

## ARTICLE 1 – Contributions

- 1.1. The Custodian will accept cash contributions made by or on behalf of the Account Owner. No contributions will be accepted by the Custodian for any Account Owner that exceed the IRS maximum amount for family coverage plus the catch-up contribution for the calendar (tax) year for which the contribution is made.
- 1.2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
- 1.3. Rollover contributions from an HSA or an Archer Medical Savings Account ("Archer MSA"), unless prohibited under this Agreement, need not be in cash and are not subject to the maximum annual contribution limits set forth in Article 2. Rollover contributions to the Account must be made within 60 days after the date of Account Owner's receipt. Only one rollover contribution to an HSA during a one-year period is permitted.
- 1.4. If you instruct the trustee or custodian of an HSA to transfer funds directly to your Account, the transfer is not considered a rollover. There is no limit on the number of these transfers, and they are not subject to the maximum annual contribution limits set forth in Article 2.
- 1.5. Qualified transfers from an individual retirement account ("IRA") to the Account must be completed by a trustee-to-trustee transfer and are subject to the maximum annual contribution limits set forth in Article 2.
- 1.6. The Account will be established as of the first day of the month during which it is funded, whether by an employer contribution, a pre-tax salary reduction contribution, or an after-tax contribution, unless it is considered established on a prior date when funded with amounts rolled over or transferred from a prior HSA.

## ARTICLE 2 – Contribution Limits

- 2.1. The maximum annual contribution limit for an Account Owner with single coverage and the maximum annual contribution limit for an Account Owner with family coverage are established each year by the Internal Revenue Service (IRS). These limits are subject to cost-of-living adjustments each calendar year. Contribution limits for the current year

may be found at [www.treasury.gov](http://www.treasury.gov) or in IRS Publication 969.

- 2.2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this Account.
- 2.3. An additional \$1,000 catch-up contribution may be made by Account Owner if they are age 55 or older at any time during the tax year and are not enrolled in Medicare.
- 2.4. 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 3 – Account Owner Responsibility for Contributions

- 3.1. Account Owner is solely responsible for determining whether they are eligible to make or receive contributions to the Account.
- 3.2. Account Owner is solely responsible for determining whether contributions to the Account have exceeded the maximum annual contribution limit described in Article 2. If contributions to the Account exceed the maximum annual contribution limit, including the catch-up contribution limit if applicable, Account Owner shall notify the Custodian that there exist excess contributions to the Account. It is the responsibility of Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution. The Account Owner is solely responsible for any tax consequences that result from exceeding the contribution limits set annually by the Internal Revenue Service for single or family coverage.
- 3.3. It is the Account Owner's responsibility to ensure that any employer contributions due are made to the Account. Custodian shall not be liable for any losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses Account Owner incurs as a result of any employer's contribution to the Account or failure to make any contributions to the Account. Custodian is not responsible for monitoring any employer's Account contributions, notifying Account Owner of employer contributions, or the failure of any employer to make a contribution. The Account Owner is responsible for contacting their employer regarding the employer's contributions to the Account and for monitoring those contributions. In considering whether contributions have exceeded the allowable annual contribution limit, the Account Owner must take into account any employer contributions as well as any transfers, rollovers or contributions previously made to this Account or to any other HSA that may also count toward the annual contribution limit.
- 3.4. The Account Owner is solely responsible for all tax consequences arising from contributions to and withdrawals from this Account and acknowledges that no tax advice has been provided, or will be provided, by the Custodian.

## ARTICLE 4 – Vested Status

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

## ARTICLE 5 – Prohibited Use of Funds

- 5.1. No part of the 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.
- 5.2. The assets of this Account may not be commingled with other property.
- 5.3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this Account (such as borrowing or pledging the Account or engaging in any other prohibited transaction as defined in Internal Revenue Code Section 4975).
- 5.4. In the event Custodian is notified, or suspects, that the Account is subject to unauthorized access or is the subject of fraud or theft, Custodian may limit or stop transactions to and from the Account in order to safeguard the funds in the Account for up to 30 days, pending investigation of the identified issues. Custodian shall not be liable for any losses of any kind occurring as a result of these restrictions or investigations.
- 5.5. The Account Owner shall have no right to pledge, assign, hypothecate, or in any manner create a lien upon any assets, payments, or benefits while such are held in the Account or cause or allow the assets in the Account to be subject to or responsible for the debts, contracts, or torts of any person whether or not entitled to distributions under this Agreement.

## ARTICLE 6 – Withdrawals

- 6.1. Withdrawals of Funds from this Account may be made upon the direction of the Account Owner. The Account Owner may request a withdrawal from the Account through the Account Owner's online participant portal account or by completing the Custodian's HSA Withdrawal Request Form. Withdrawal requests made in any other manner (for example, orally, by phone, or email) will not be honored. If a Benefits Card is made available in connection with the Account, the additional provisions in Article 26 apply.
- 6.2. Withdrawals from this Account that are used exclusively to pay or reimburse Qualified Medical Expenses of the Account Owner, his or her spouse, or tax dependents are tax free. Withdrawals that are not used to pay or reimburse Qualified Medical Expenses are included in the Account Owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the withdrawal is made after the Account Owner's death, disability, or reaching age 65.
- 6.3. The Custodian is not required to determine whether the withdrawal is for the payment or reimbursement of Qualified Medical Expenses. Only the Account Owner is responsible for substantiating that the withdrawal is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the withdrawal is tax free. Account Owner should consult a tax advisor regarding the tax treatment of any withdrawals from the Account.
- 6.4. The Account Owner may not make withdrawals in excess of the funds available in the Account. The Custodian has no obligation to distribute funds, and is not liable for failing to honor any withdrawal request, that would exceed the available funds in the Account. If the Account becomes overdrawn for any reason, the Account Owner agrees to immediately repay the overdrawn amount and any associated collection fees and costs incurred by the Custodian in connection therewith.
- 6.5. The Custodian may process any withdrawal from the Account required or authorized hereunder by making a direct deposit to the Account Owner's designated account at a banking institution or, if Custodian does not have a direct deposit authorization on file for Account Owner, by issuing a check to Account Owner and mailing it to the address on file with Custodian.
- 6.6. Use of a Benefits Card to make withdrawals is subject to Article 26 and the cardholder agreement provided with the Benefits Card, as amended from time to time.

## ARTICLE 7 – Successor in Interest

If the Account Owner becomes deceased before all funds in the Account are distributed, the entire Account will be disposed of as follows:

- 7.1. Account Owner may designate one or more Beneficiaries of the Account as set forth in Article 16. If the Beneficiary is the Account Owner's spouse, or if the Account Owner is married as of the date of their death and has not designated any Beneficiary, then the Account will become the surviving spouse's Account as of the date of death and will remain an HSA.
- 7.2. If the Beneficiary is not the Account Owner's spouse, the Account will cease to be an HSA as of the date of Account Owner's death. If the Beneficiary is the Account Owner's estate, the fair market value of the Account as of the date of death is included on the Account Owner's final income tax return. For non-spouse Beneficiaries other than an estate, the fair market value of their share of the Account is taxable to the Beneficiary in the tax year of Account Owner's death, less any Qualified Medical Expenses incurred by the Account Owner paid by the Beneficiary within one year after the date of death.
- 7.3. Upon the Account Owner's death, the Account, less any amounts retained to pay outstanding fees and expenses, will be distributed to the Beneficiary(ies) as soon as administratively practicable. If Account Owner has designated more than one primary Beneficiary, the Account will be divided among them as specified in the Account Owner's Beneficiary designation. If a primary Beneficiary predeceases Account Owner, their benefit will be allocated to the surviving primary Beneficiaries or if none exist, to the contingent Beneficiaries as specified on the Beneficiary designation. Contingent Beneficiaries will receive a benefit only if there is no surviving primary Beneficiary, as specified. If a contingent Beneficiary predeceases Account Owner, their benefit will be allocated to the surviving contingent Beneficiaries. If no surviving spouse and no primary or contingent Beneficiaries survive the

Account Owner or if the Account Owner fails to designate any Beneficiary as of their date of death and has no surviving spouse, the Account will be distributed to Account Owner's estate.

- 7.4. No Account distribution will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death, a valid Beneficiary designation and any additional documents that Custodian may require in its discretion, and all fees and expenses applicable to the Account have been paid or satisfied from Account assets.

## ARTICLE 8 – Tax Reports

- 8.1. The Account Owner agrees to provide the Custodian with any information necessary for the Custodian to prepare any report or return required by the IRS. Account Owner is responsible for preparing and submitting any tax reports and returns that are not prescribed for custodians of an HSA.
- 8.2. The Custodian agrees to prepare and submit any report or return as prescribed for custodians of an HSA by the IRS, including Form 1099-SA and Form 5498-SA. In addition, the Custodian may execute any declarations or certificates pertaining to the Account that may be required under any tax law(s) or governmental regulation(s) now or hereafter in effect without prior approval of the Account Owner. Custodian shall provide the Account Owner all information regarding the Account that is under its control as is necessary for the Account Owner to file all required returns, reports, or other documents to the applicable taxing authorities. It is solely the Account Owner's responsibility to comply with all applicable reporting requirements with respect to the Account, including any reports required pursuant to Internal Revenue Code Section 223.

## ARTICLE 9 – Precedence of IRS Rules

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of Articles 1 through 8 and this sentence are controlling. Any additional article in this Agreement that is inconsistent with Section 223 of the Internal Revenue Code or IRS published guidance with respect to an HSA will be void.

## ARTICLE 10 – Amendment; Assignment

- 10.1. This Agreement will be amended from time to time to comply with the provisions of the Internal Revenue Code ("Code") or IRS published guidance. Any amendment made by the Custodian to comply with the Code and related regulations does not require the Account Owner's consent. In case of a retroactive amendment required by law, the Custodian will provide written notice to the Account Owner of the amendment within 30 days after the amendment is made, or if later, by the time that notice of the amendment is required to be given under regulations or other guidance provided by the IRS.
- 10.2. Other amendments may be made with the consent of the Custodian and the Account Owner and in compliance with the Amendment provisions in Article 10.3. The Account Owner will be deemed to have consented to any amendments 30 days from the date that notice of the amendment is sent to the Account Owner. If the Account Owner timely notifies Custodian that it does not consent to the amendment(s), then Account Owner will be deemed to have terminated the Agreement and Custodian will close the Account and transfer the Account balance in accordance with Articles 17.1 and 17.2.
- 10.3. The Custodian may amend this Agreement for any other reason at any time as the Custodian determines advisable. Notice of any amendment will be delivered to Account Owner pursuant to Article 18.2 of this Agreement. The amendment will be effective on the date specified in the notice to the Account Owner. Account Owner is responsible for obtaining the most current Agreement, which can be found on the online portal at [portal.yourwaybenefits.com](http://portal.yourwaybenefits.com) or requested by calling Custodian's customer care center at 1-888-865-1628. This Agreement may not be amended by the Account Owner without the Custodian's written consent.
- 10.4. The Custodian reserves the right to assign this Agreement without the Account Owner's prior consent, provided that any assignee must be qualified under the Code to be an HSA custodian or trustee. Upon assignment of this Agreement, the assignee shall automatically become custodian of the Account if it is qualified under the Code to serve as an HSA custodian or trustee. The Custodian shall not be liable for any actions or failures to act either on the part of any successor custodian or trustee, or for any tax consequences that result from the transfer or distribution of the Account Owner's assets.

## ARTICLE 11 – Definitions

**Account Owner.** Account Owner means the individual named as the Account owner on the HSA Election Form or enrollment documentation for whose benefit the Account is established.

**Agreement.** Agreement means and includes this Health Savings Account Custodial Agreement and all supplementary documents referenced herein or otherwise used by the Account Owner to access or use the Account. The Agreement may be amended from time to time as provided in Article 10.

**Beneficiary.** Beneficiary means the person(s) or entity the Account Owner designates in writing in a form and manner acceptable to the Custodian that will be entitled to receive the proceeds in the Account upon the death of the Account Owner.

**Benefits Card.** Benefits Card means a benefits card or debit card provided by the Custodian to the Account Owner to use for qualified withdrawals from the Account. Use of the Benefits Card is subject to Article 26 and the cardholder agreement provided with the Benefits Card, as amended from time to time.

**Custodian.** Custodian means OneBridge Benefits Inc., or any duly authorized successor thereto. The Custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a nonbank custodian or trustee of an individual retirement account (IRS) or Archer MSA, or any other person approved by the IRS. OneBridge Benefits Inc. is an Internal Revenue Service authorized passive nonbank trustee of health savings accounts under section 223 of the Code.

**Fund.** Fund means all of the money, securities, and other property which may be transferred, assigned and delivered to the Custodian from time to time to be held in custody hereunder in the Account, together with the investments made with them, the proceeds received from them, and the gains and accumulations on them, and the portion thereof from time to time remaining, to be held and disposed of by the Custodian (without distinction between principal and interest) in accordance with the terms and provisions of this Agreement and proper directions received by the Custodian.

**High Deductible Health Plan (HDHP).** High Deductible Health Plan or HDHP means a health plan as defined under section 223(c)(2) of the Code.

**Instruction.** Instruction means any oral, written or electronic direction given to the Custodian in a form and manner required or accepted by the Custodian. The Custodian may require that any Instruction be in writing or in an electronic format, and may recognize standing requests, directions, or requisitions as Instructions.

**Qualified Medical Expenses.** Qualified Medical Expenses means amounts paid for medical care as defined in Section 213(d) of the Internal Revenue Code for the Account Owner, their spouse, or tax dependents, but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not Qualified Medical Expenses.

**Regulations.** Regulations mean the U.S. Treasury Regulations.

**Self-Only Coverage and Family Coverage.** Under an HDHP, Family Coverage means coverage that is not Self-Only Coverage.

## ARTICLE 12 – Custodian’s Responsibilities

The Custodian, as agent of the Account Owner, but not as the investment fiduciary or Investment Manager, shall take, hold, invest, and distribute all of the assets of the Account in accordance with the terms of this Agreement and Instructions of the Account Owner. The Custodian will serve as a nondiscretionary, directed passive custodian of the Account. The Custodian is responsible for maintaining custody of the assets held in the Account on behalf of the Account Owner, and for investing those assets as directed by the Account Owner. Notwithstanding the foregoing, the Custodian has the right to liquidate investments or other assets in the Account if necessary to process withdrawal requests or to pay fees, expenses, or taxes properly chargeable against the Account. The Account Owner agrees not to hold the Custodian liable for any adverse consequences that may result from such liquidation. If liquidating the Account assets is not sufficient to resolve any Account negative balance, Account Owner will be responsible for any remaining deficiency.

## ARTICLE 13 – Other Representations and Responsibilities of Account Owner

- 13.1. The Account Owner has established the Account voluntarily.
- 13.2. The Account Owner represents that no contributions will be made to the Account unless the Account Owner satisfies applicable IRS eligibility requirements; specifically, the Account Owner: (1) is covered under a qualifying HDHP; (2) has no other health coverage except what is permitted; (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on someone else’s tax return. If the Account Owner is unsure whether he or she is covered by a qualifying HDHP, contact your

health plan. Contribution eligibility is not required for making a rollover or trustee-to-trustee transfer, or to open an HSA incident to death or divorce. Any rollovers or transfers into the Account will be from another HSA or other qualified account.

- 13.3. The Account Owner represents that all information that the Account Owner has provided or will provide to the Custodian in relation to this Agreement and the Account is complete and accurate and that the Custodian may rely upon it. The Custodian shall not be required to determine the validity or sufficiency of any receipt, affidavit, notice, form, or other paper or agreement delivered to the Custodian under this Agreement.
- 13.4. The Account Owner will comply with all legal requirements governing this Agreement and the Account and assumes all responsibility for their actions including, but not limited to, eligibility determinations, contributions, withdrawals, Beneficiary designations, penalties, proper filing of tax returns and compliance with the Code and other applicable law in connection with this Agreement and the Account.
- 13.5. The Custodian may choose to request direction from the Account Owner as to any specific action or situation that arises with the Account, and if a request for direction is made, the Custodian shall incur no liability for following the Account Owner’s direction or for taking no action if no such direction is furnished to the Custodian.
- 13.6. In the event that Custodian notifies Account Owner that Custodian has failed to comply with the requirements to act as trustee or custodian of the Account, Account Owner shall designate a new qualified trustee or custodian to which the Account shall be transferred.
- 13.7. The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules as amended from time to time.
- 13.8. The Account Owner is responsible for determining the suitability of any HDHP associated with this Account.
- 13.9. Account Owner shall have a username and password that will allow Account Owner to access their Account online through Custodian’s online account portal. It is Account Owner’s sole responsibility to keep the password private. Custodian shall be entitled to rely on the entry of a username and password into Custodian’s systems as confirmation of the identity of the person to whom the username and password were issued. Account Owner shall be responsible for all actions taken by any person using Account Owner’s username and password, whether or not such use was authorized by Account Owner. In the event that Account Owner has provided an electronic signature to Custodian in connection with an account application or other click sign agreement, Account Owner agrees that Custodian may rely on such electronic signature for purposes of Account Owner’s authorization of withdrawals or third-party transfers, notices to change of name or address or other Account or Account Owner information, or other Instructions to Custodian. Custodian shall not be required to obtain Account Owner’s physical signature for such purposes or any other purpose, except as may be required by law.
- 13.10. The Account is established by you pursuant to federal tax law, and is neither endorsed by nor sponsored by your employer or any other third party. Your Account is an individual custodial account between you and us that is owned by you. As a result, the Account is not part of an ERISA benefit plan, even if your employer or a third-party contributes to your Account, pays your Account fee(s), or you make pre-tax contributions to the Account under your employer’s cafeteria plan.

## ARTICLE 14 – Custodian’s Authorization and Empowerment

The Account Owner hereby authorizes and empowers the Custodian to administer the Account, including the power:

- 14.1. To hold funds received from time to time from the Account Owner or another source, such as rollovers and HSA transfers, on behalf of the Account and Account Owner.
- 14.2. To invest Account funds as directed by the Account Owner.
- 14.3. To collect service and any other applicable fees from the Account in accordance with this Agreement and applicable fee schedules, as amended from time to time.
- 14.4. To perform any and all other acts, which in its judgment may be necessary or appropriate for the proper administration of the Account and the custodial assets, including correcting errors made by either the Custodian or an employer, or employing such attorneys, agents, and vendors as the Custodian deems appropriate without notice to the

Account Owner.

- 14.5. To seek, at the expense of the Account, direction or approval from a court of competent jurisdiction whenever the Custodian shall, in its sole discretion, deem it appropriate.
- 14.6. To request such documentation and certification deemed appropriate within the Custodian's discretion to verify and establish the identity of the named Beneficiary(ies) or estate upon death of the Account Owner.
- 14.7. To pay any estate, inheritance, income, or other tax or assessment attributable to any property or interest held in the Account out of the assets of the Account upon such information or direction as the Custodian may require.
- 14.8. To require releases or other related documentation from the taxing authority, the Account Owner, each Beneficiary or other payee, and require indemnification from each payee as may be necessary for the Custodian's protection against tax liability.
- 14.9. To make payments, disbursements or distributions from the Account as directed by the Account Owner, in conformity with the terms of this Agreement and applicable law.
- 14.10. In the Custodian's sole discretion, to close the Account if the Account does not have a sufficient balance to pay fees that are due.
- 14.11. In the Custodian's sole discretion, to close the Account if Custodian cannot sufficiently verify the identity of the Account Owner as required by applicable law, if Account Owner appears on any government sanctions or exclusions list, or if Custodian knows or has reason to believe that the Account is being used to launder money, finance terrorism, or for any other illegal activity.
- 14.12. In the Custodian's sole discretion, to not accept rollovers or transfers to the Account from a custodian or trustee of another HSA or certain other type of account.
- 14.13. In the Custodian's sole discretion, to substitute another trustee or custodian if the IRS notifies the Custodian that a substitute custodian is required for the Account.
- 14.14. In an effort to preserve the Account from becoming unclaimed or escheating to a State, the Custodian may implement policies and procedures to locate the Account Owner if the Custodian reasonably determines that the Account may be abandoned, including engaging third-party services to locate the Account Owner. To the extent permitted by applicable law, reasonable fees and expenses incurred by the Custodian in its effort to locate an Account Owner under the foregoing circumstances may be charged against the Account. Notwithstanding the above, if a positive balance in the Account becomes subject to escheatment under any State law, the Custodian shall comply with such applicable law, subject to the rules, policies, and procedures established by the Custodian as permitted by applicable law.

## ARTICLE 15 - Investment of Account

- 15.1. The full balance of the Account will be invested in one or more funds available in the investment fund lineup. The investment funds available in the lineup are selected and monitored by Alta Trust Company as the Investment Manager. Alta Trust Company and Custodian do not select the investments in the Account. All investment funds are made available through the Charles Schwab Trust Bank trading platform (the "HSA Investments"). Account Owner agrees to and acknowledges the investment disclosures set forth in this Article 15 and any additional investment disclosures posted on Account Owner's online portal account.
- 15.2. Account Owner will choose and manage the investment of their funds from the investment options available in the investment fund lineup. Until such time as Account Owner chooses the investments, or if Account Owner elects not to choose the investments, all contributions to the Account are automatically allocated to the default investment fund. Account Owner may view the available investment options and change their investment allocations by logging in to their online portal account at [portal.yourwaybenefits.com](http://portal.yourwaybenefits.com).
- 15.3. The available investment options may change from time to time, and Account Owner may move the funds in their Account to different investment options available. Any investment changes Account Owner makes are subject to the terms and conditions of the investments, including but not limited to any applicable minimum deposit requirements and early redemption penalties.
- 15.4. All HSA Investments are offered by prospectus only. Prospectuses contain important information regarding the mutual funds or other

investments included in the investment fund lineup, including information on any fees charged for investment management, distribution, administrative services, and other expenses. Account Owner should read the prospectus carefully and consider the fund's investment objectives, risks, charges and expenses before investing.

- 15.5. HSA Investments and the Fund are not FDIC insured, are not bank issued or guaranteed by Custodian or any subsidiaries, and are subject to risk including fluctuations in value and the possible loss of the principal amount invested. Neither Custodian nor the Investment Manager guarantees HSA investments or the Fund from loss or decline in value.
- 15.6. Investment transactions for the Account will be processed by Custodian only after Custodian receives an Instruction in proper form from the Account Owner. Investment transactions will be processed either as soon as administratively practicable thereafter or, if later, on the scheduled date for processing. Custodian may rely conclusively on all Instructions given by Account Owner, and Custodian's records of a transaction will be conclusive as to the content of any Instructions. Custodian will have no responsibility to see that any investment Instructions comply with the law and regulations applicable to an HSA. If investment Instructions are incomplete or unclear, Custodian will notify the Account Owner within a reasonable period of time. If Custodian receives an Instruction from the Account Owner that appears to be incomplete or unclear to Custodian in its sole discretion, Custodian will not be required to act on such Instructions and may hold uninvested any asset until proper Instructions are received from the Account Owner. Custodian will not be liable for interest or market gains or losses incurred due to receiving improper or unclear Instructions on investment transactions.
- 15.7. Account Owner acknowledges and agrees that Custodian is not providing any investment advice or recommendations to the Account Owner, and is not an investment fiduciary, an investment manager, or an investment adviser registered under the Investment Advisers Act of 1940. Custodian does not assume responsibility with respect to the investment and reinvestment of funds held in the Account and shall not be liable for any loss which results from the Account Owner's exercise of control over the Account.
- 15.8. Account Owner acknowledges and agrees that a prospectus has been made available to them electronically prior to and following Account Owner's purchase of any available mutual funds. To the extent that Account Owner directs investment of the Account 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. Some mutual funds may charge a redemption fee. Redemption fees, if any, will be charged to the assets held in the Account. Account Owner cannot reimburse their Account for redemption fees. For further information on redemption fees, Account Owner should read the applicable mutual fund prospectus.
- 15.9. Electronic Receipt of Prospectuses and other Investment Documents. Account Owner consents to receive electronically, by accessing Custodian's website and/or portal, all documentation (including but not limited to, prospectuses, supplements, statements of additional information, and shareholder reports for any of the available funds in which you chose to invest, and other documentation related to Account Investments like trade confirmations) (collectively "Investment Documents"). Account Owner may access certain Investment Documents through the internet with appropriate browser software, such as Microsoft Internet Explorer or equivalent. To access an Investment Document in PDF, Account Owner must have Adobe Acrobat Reader installed on their computer, which may be obtained free of charge at [www.adobe.com](http://www.adobe.com). Account Owner acknowledges that they have the hardware and software necessary to receive and store Investment Documents electronically and to print Investment Documents if desired. Account Owner may keep copies of Investment Documents by downloading and saving them to their computer. Account Owner should download or print all important fund information and read it carefully. Account Owner agrees to read and agrees to the terms and conditions of the respective prospectus and any supplements before investing.
- 15.10. Account Owner may obtain a paper copy of any Investment Document by printing it from their computer. In addition, upon Account Owner's written request to Custodian at OneBridge Benefits Inc., P.O. Box 4391, Clinton, IA 52733-4391, Custodian will provide Account Owner with a paper copy of any Investment Document. The request for a paper copy of an Investment Document will not, by itself, constitute a withdrawal of consent to receive Investment Documents electronically.
- 15.11. Account Owner may withdraw their consent to the receipt of electronic



Investment Documents at any time by contacting Custodian's customer care center at 1-888-865-1628. However, if Account Owner withdraws such consent, Custodian reserves the right to terminate the Account and this Agreement.

- 15.12. Account Owner agrees to irrevocably grant, assign and transfer to the Investment Manager any and all voting and/or redemption rights in the shares of any HSA Investments of the Account. Account Owner agrees that such assignment shall not be construed to confer any fiduciary status upon Custodian and may under no circumstances be revoked. Account Owner further agrees that Custodian will not be liable for any act or failure to act in connection with the voting and/or redemption rights assigned herein and that Custodian may, at its sole discretion, take any action or no action as deemed necessary and appropriate by it or as permitted by applicable statute, rule or regulation.
- 15.13. Account Owner hereby declines and/or waives the receipt of any and all confirmations of any trades in the HSA Investments. Account Owner may obtain verification of any transaction in their HSA Investments by monitoring the HSA Investments through their online portal account accessible at [portal.yourwaybenefits.com](http://portal.yourwaybenefits.com). Account Owner may request a written confirmation of a transaction by contacting Custodian's customer care center at 1-888-865-1628.

## ARTICLE 16 – Beneficiary Designations

- 16.1. The Account Owner may designate one or more primary and contingent Beneficiaries of the Account at any time during their lifetime by completing a Beneficiary designation change through their online account at [portal.yourwaybenefits.com](http://portal.yourwaybenefits.com) or by submitting a Beneficiary Designation Form to Custodian. All subsequent Beneficiary designations duly received by Custodian will revoke all prior designations on file with Custodian.
- 16.2. Account Owner represents and warrants that any Beneficiary designation submitted to Custodian is complete, accurate, authentic, and satisfies all legal requirements under state and other applicable law. Account Owner is responsible for complying with state and other applicable law regarding non-spouse beneficiaries (including obtaining any spousal consent required by state law) and for monitoring and updating all Beneficiary designations as Account Owner deems necessary upon a change in marital status, death of a Beneficiary, or other change that may impact Account Owner's Beneficiary designations. Custodian is not responsible for confirming that Account Owner has obtained all consents that may be required by applicable law with respect to any Beneficiary designation.
- 16.3. Custodian accepts no responsibility to verify the accuracy, completeness, or authenticity of any Beneficiary designation or spousal consent and Account Owner agrees to hold Custodian harmless from any liability associated with any forms, consents, or other information Account Owner provides with respect to the Account, including Beneficiary designations.

## ARTICLE 17 – Termination

- 17.1. The Account Owner may terminate this Agreement at any time by providing 30 days' advance written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of receipt of the termination notice, the Custodian will no longer accept additional contributions to the Account under the Agreement. Upon termination of this Agreement, Account Owner agrees to name a successor custodian and notify the Custodian in writing of the name of said successor custodian. In the event that the Account Owner does not name a successor Custodian, the Custodian shall distribute the Account, less any applicable fees or penalties, in cash, as a single payment to the Account Owner. Account Owner is solely responsible for any tax consequences resulting from any such distribution made by Custodian.
- 17.2. If this Agreement is terminated, the Custodian may retain a reasonable amount it believes is necessary to cover any fees, expenses, or penalties chargeable against the Account.
- 17.3. If the Custodian merges with another organization (or comes under the control of any federal or state agency) or if the Custodian (or any portion which includes the Account) is acquired by another organization, that organization (or agency) shall automatically become the trustee or custodian of the Account, but only if that organization is the type of organization authorized to serve as an HSA trustee or custodian. If the Custodian fails to comply with certain Regulations, or is not keeping the records, making the returns, or sending the

statements that are required by Regulations, the IRS may, after notifying the Account Owner, require the Account Owner to substitute another custodian or trustee.

- 17.4. The Custodian may resign at any time by providing 30 days' advance written notice to the Account Owner. Upon receiving such written notice, the Account Owner may appoint a successor trustee or custodian in writing on a form acceptable to Custodian. Upon such appointment and upon receiving acknowledgment from the successor trustee or custodian of acceptance of the Account, the Custodian shall transfer the Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed and no distribution Instructions are provided by the Account Owner within 30 days after the resignation notice was transmitted, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Account, less any applicable fees or penalties, in cash, as a single payment to the Account Owner. Account Owner is solely responsible for any tax consequences resulting from any such distribution made by Custodian.

## ARTICLE 18 – Instructions, Notices, Changes to Account Information

- 18.1. The Account Owner is responsible for providing any Instructions, notices, or changes to Account information in writing to the Custodian. Changes to Account information shall be made by completing and submitting an Account Change Form to Custodian or through the Account Owner's online participant portal account. Such communications will be considered delivered and effective upon actual receipt by the Custodian or any later date specified in writing by the Account Owner.
- 18.2. The Account Owner consents and agrees that all notices, documentation, and other information related to the Account, including with respect to investments and fees, will be made available by Custodian to Account Owner through the online participant portal or delivered to the Account Owner via electronic means, and will be considered delivered when so made available or delivered. Any notices required to be sent to the Account Owner by the Custodian will be sent electronically to the last email address on file with the Custodian and are effective when emailed unless a later effective date is specified by the Custodian.

## ARTICLE 19 – Service Fees and Other Compensation to the Custodian

- 19.1. The Custodian may charge the following fees or expenses related to the Account: administration fees, maintenance fees, paper statement fees, asset-based fees, and other designated fees (including, without limitation, transfer and account closure fees). All fees and expenses, which are subject to change from time to time, are disclosed on the Custodian's written schedule of fees available through the online participant portal at [portal.yourwaybenefits.com](http://portal.yourwaybenefits.com).
- 19.2. Fees and expenses may be changed upon 30 days' notice to the Account Owner. The Custodian may deduct all fees and expenses from the balance of the Account and may liquidate investments, at its discretion, to satisfy fee obligations associated with the Account and this Agreement. Account Owner will be responsible for any deficiency. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately from other sources outside of the Account, such as the Account Owner's employer.
- 19.3. The Custodian earns interchange fees arising from the use of the Benefits Card that may be issued for the Account. Interchange fees are paid by the merchants and not by the Account Owner.

## ARTICLE 20 – Hold Harmless; Limitation of Liability

- 20.1. Account Owner agrees to release and hold harmless the Custodian and any parent, subsidiary, related company, successor, assign, or affiliate of the Custodian, including their respective owners, directors, managers, officers, employees, representatives and agents (the "OneBridge Parties"), from and against any and all losses, claims, damages, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including but not limited to legal expenses, court costs, attorneys' fees, and costs of investigation) (together, the "Losses") of any nature whatsoever arising out of or in connection with: (a) any actions undertaken by the Custodian in accordance with or in reliance on

any authorization, certification, notice, information, confirmation, instruction, or other direction from the Account Owner; (b) Custodian's good faith performance of this Agreement or its good faith administration of the Account; (c) the HSA Investments and any loss or diminution of the Fund resulting from changes in the market value of the Fund assets; and (d) any action or inaction by Account Owner's employer with respect to Account contributions.

- 20.2. Account Owner waives any and all claims of any nature it now has or may have against any OneBridge Party that arise, directly or indirectly, from any action that the Custodian takes in good faith in accordance with any authorization, certification, notice, information, confirmation, instruction, or other direction from the Account Owner.
- 20.3. No claim may be made by the Account Owner against the Custodian or any OneBridge Party for any lost profits or any special, indirect, exemplary, punitive, or consequential damages in respect of any breach or wrongful conduct in any way related to this Agreement or Custodian's administration of the Account.
- 20.4. Custodian is not liable to Account Owner for any statements, representations, actions, or inactions of any insurance agent or agency that sells or offers for sale a HDHP or other insurance plan associated with the Account. The Account Owner agrees to release and hold the Custodian harmless from any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner any HDHP associated with this Account. The insurance agent or agency is not the Custodian's representative.
- 20.5. The provisions of this Article 20 shall survive the termination, amendment or expiration of this Agreement.

## ARTICLE 21 – Maintenance of Records; Tax Reports

The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article 8 of this Agreement. The Custodian may, at its discretion, furnish additional tax reports or information to the Account Owner. The Account Owner will be deemed to have approved any tax reports or accounting of the Account unless he or she objects in writing to the contents of such report or accounting within sixty (60) days of its mailing or electronic transmission by the Custodian (if Account Owner elects e-communication). Any objections must set forth the specific grounds on which they are based. Upon approval or deemed approval of any tax report or accounting, the Custodian shall be forever released from any and all liability with respect to matters reported. Paper reports will be mailed to Account Owner if they have not elected e-communication or if they request a paper copy by calling the customer care center at 1-888-865-1628. Custodian will charge any paper fee set forth in the applicable fee schedule for any paper reports mailed to the Account Owner. For terms pertaining to account statements, see Article 24.

## ARTICLE 22 – Miscellaneous

- 22.1. Minimum Values. The Custodian reserves the right to establish HSA, deposit and/or withdrawal minimums and/or limitations on the frequency of withdrawals. The Custodian may resign or charge additional fees if the minimums are not met.
- 22.2. Other Providers. At its discretion, the Custodian may, without the consent of the Account Owner, appoint other service providers to fulfill certain of its obligations hereunder, including reporting responsibilities, and may compensate such service providers accordingly.
- 22.3. Applicable Law. This Agreement shall be construed and interpreted according to the laws of the State of New York to the extent that such laws are not preempted by the laws of the United States of America without giving effect to principles of law regarding conflicts of laws. All contributions to, and payments from, the Account shall be deemed to take place in the State of New York.

## ARTICLE 23 – U.S. Patriot Act Notifications

The following notification is provided to Account Owner pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, Custodian is required to obtain, verify, and record information that identifies each person who opens an account. As a result, when Account Owner opens an account, Custodian will ask for their name, taxpayer

identification number, physical address, date of birth, and other information that will allow Custodian to verify the identity of the Account Owner. The Custodian may also ask to see Account Owner's driver's license or other identifying documents. Account Owner must have a physical address in the United States.

If Custodian opens the Account prior to verifying Account Owner's identity, Custodian will place the Account in a suspended status until it verifies Account Owner's identity. Account Owner may not make withdrawals from the Account, use the Account, or make changes to the Account while it is in suspended status.

In the event Custodian cannot sufficiently verify Account Owner's identity within a reasonable time of the Account opening, Custodian may close the Account, in Custodian's sole discretion, and return any contributions (plus or minus gains or losses) to the original contributor. During the time the Account remains open, the Custodian will charge all applicable Account fees.

## ARTICLE 24 – Statements; Website; Portal; Privacy

- 24.1. Statements and Reporting Written Objections or Exceptions. The Custodian shall furnish or cause to be furnished to the Account Owner electronic statements concerning the status of the Account at least quarterly and annually. If Account Owner does not elect e-communication, a paper statement will be mailed to Account Owner annually and if they request one by calling the customer care center at 1-888-865-1628. Custodian will charge any paper fee set forth in the applicable fee schedule for any paper statements mailed to the Account Owner.
- 24.2. The Account Owner shall have sixty (60) days after the date of delivery or first viewing the statement online through the participant portal, as the case may be, to file any written or verbal objections or exceptions with the Custodian. Written objections should be sent to the Custodian by secure messaging through the online participant portal; verbal objections should be made by calling the Custodian's customer care center at 1-888-865-1628. The failure to file any objections or exceptions concerning errors or transactions within said sixty (60) day period shall signify the Account Owner's approval of the statement and preclude the Account Owner from making future objections or exceptions regarding the statement. Such approval by the Account Owner shall constitute a full release and discharge of the Custodian with respect to such statement and all transactions, deposits, and disbursements disclosed on such statement.
- 24.3. Online participant portal. The Custodian may grant the Account Owner online access to the Account through Custodian's online participant portal. Such portal may be made available for view access only, or to allow the Account Owner to manage investments, as well as to execute certain other services online (requesting withdrawals, making account changes, etc.). The Custodian does not guarantee and is not liable for the performance, security or privacy of the online participant portal, its website, browser, or Internet connection through which Account Owner accesses their Account. Portal access may be unavailable at times, such as (a) when systems require regular maintenance or upgrades; (b) when unforeseen maintenance is necessary; (c) when major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruption in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism, or other circumstances beyond the Custodian's control; or (d) when other circumstances warrant, based on Custodian's discretion. The Custodian is not under any circumstance liable for the unavailability of access to the portal or data entry errors and other errors made by the Account Owner. The Custodian will provide the Account Owner a username and password that will allow the Account Owner access to their Account online. It shall be the Account Owner's responsibility to keep the username and password (and other unique credentials such as social security number) private and secure. Custodian shall be entitled to rely on the entry of a username and password into Custodian's systems as confirmation of the identity of the person to whom the username and password were issued. The Account Owner shall be responsible for all actions taken by any person using the Account Owner's username and password (or other credentials) whether or not such use was authorized by the Account Owner. The Custodian does not approve or endorse information on or linked to the website or portal that is prepared by third parties, including information regarding HSA investments. The Custodian makes such information available only as a service and convenience to the Account Owner. The Custodian does not guarantee the accuracy, timeliness, or completeness of such information, and does not warrant any results from Account Owner's use or reliance on such information. Investment information may quickly become unreliable for various reasons, including but not limited to, changes in

market conditions, economic circumstances, and other events. The Custodian assumes no responsibility to keep content current or to correct inaccuracies or errors and reserves the right to terminate access to the portal at any time. Through the use of the portal, Account Owner agrees that the Custodian and its affiliates will not be liable to Account Owner in any way for the termination, interruption, delay, or inaccuracy of any investment information.

- 24.4. Privacy. The Custodian collects, processes, discloses, and safeguards Account information in accordance with the Notice of Privacy Practices, which is provided in the Account Owner's welcome packet and is available on the online participant portal. Custodian's website and portal privacy policies are also available at [www.onebridgebenefits.com](http://www.onebridgebenefits.com) and [portal.yourwaybenefits.com](http://portal.yourwaybenefits.com).

## ARTICLE 25 – Invalidity; No Waiver

If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected and shall remain valid and enforceable. Neither the Account Owner's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of the Agreement shall be construed as a waiver of such provisions.

## ARTICLE 26 – Optional Benefits Card

The following provisions apply if a Benefits Card is made available to Account Owner with respect to the Account. Availability of a Benefits Card may be subject to certain eligibility requirements.

- 26.1. Use of the Benefits Card is subject to the cardholder agreement provided with the Benefits Card, as amended from time to time. The use of any Benefits Card in connection with the Account may be limited to eligible merchants that provide, among other things, health care-related goods and services that are eligible for reimbursement as Qualified Medical Expenses and that supply applicable MCC codes for verification purposes.
- 26.2. When a Benefits Card is used for a purchase through an electronic funds transfer network, a hold may be placed on the funds available in the Account that may be necessary to cover the transaction. The hold will be in the amount of the transaction request submitted by the merchant for authorization. Held funds are not available for withdrawal or distribution during the period the hold is in effect, which will be no more than 3 business days.
- 26.3. The Account Owner is solely responsible for resolving any disputes with a merchant that accepts the Benefits Card concerning the quality of the goods and services purchased. Any Benefits Card issued to an Account Owner for use with the Account is the property of the Custodian or other issuer of the Benefits Card and must be returned if requested. The Custodian may also refuse to offer a Benefits Card to any Account Owner at any time and for any reason or may terminate the Benefits Card without notice.
- 26.4. If there are not enough funds in the Account when a Benefits Card transaction is performed, the Custodian may, in its discretion, refuse to pay the transaction or, if the transaction is paid and the Account is overdrawn, notify the Account Owner promptly regarding the amount of money needed to be deposited to cover the overdraft. Account Owner agrees to promptly deposit into the Account the amount of any such overdraft, plus pay all applicable fees. If an overdraft is honored by the Custodian, there is no obligation to do so at any future time. It is Account Owner's responsibility to protect any Benefits Card issued to them, to sign the signature panel on the back of the card upon receipt, and to protect access to the PIN assigned to the Benefits Card. Custodian is not responsible for any improper or unauthorized use of the Benefits Card.
- 26.5. If the Account Owner's Benefit Card also contains funds in a flexible spending account (FSA) and/or health reimbursement arrangement (HRA) administered by OneBridge Benefits Inc., the Benefit Card transaction will be applied to available funds in the following order: FSA, HRA, HSA.

## ARTICLE 27 – Dispute Resolution; Binding Arbitration

- 27.1. The Account Owner is encouraged to resolve any disputes through the Custodian's toll-free customer care center at 1-888-865-1628 or by secure message through the online participant portal. The Custodian does not encourage any disputes to be initiated by unsecured/unencrypted electronic mail because the communication

may involve non-public personal information that may be intercepted.

- 27.2. Except as provided in Article 27.4, the Account Owner agrees that any claim, dispute, or controversy between the Account Owner and the Custodian (including any of their affiliates, successors, assigns, beneficiaries, spouses, directors, agents and employees) and any claim arising from or relating to the Agreement (including but not limited to the relationships which result from this Agreement), no matter against whom made, including the applicability of this arbitration clause and the validity of the entire agreement or any part hereof, shall be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the AAA Arbitration Rules in effect at the time the claim is filed. **Account Owner agrees that any arbitration shall only be brought by the Account Owner individually and not on behalf of any other individual, group, class, or collective.** Any arbitration hearing shall take place in Buffalo, New York and the Account Owner irrevocably waives any objection on the grounds of venue, forum non-conveniens, or any similar grounds. For disputes under \$10,000, the arbitration may be conducted in person, virtually, or based on written submissions. Rules and forms of the AAA may be obtained at [www.adr.org](http://www.adr.org).
- 27.3. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. The award of the arbitrator will be final and judgment upon the award may be entered in any court having jurisdiction. If the arbitrator finds that the Account Owner's claim is frivolous, then the Account Owner shall pay for their own costs and the arbitrator's fees and expenses, or such amounts as the arbitrator may decide. All decisions by the arbitrator are final and binding, and not subject to appeal to any court.
- 27.4. Notwithstanding the foregoing, (a) the Account Owner may choose to file a case in small claims court located in Erie County, New York for any dispute that could have been resolved in such small claims court, and (b) the Custodian shall have the right to bring suit against the Account Owner in a court of competent jurisdiction located in Erie County, New York for the recovery of any sums owed to the Custodian under this Agreement, including, but not limited to, fees, costs, overdrawn amounts, expenses, and sums paid by the Custodian in error to or for the benefit of the Account, and each party to this Agreement consents to that court's exercise of personal jurisdiction over them. All court costs, legal expenses, reasonable compensation of time expended by the Custodian in the performance of its duties, and other appropriate and pertinent expenses and costs may be collected by the Custodian from the Account.
- THE ACCOUNT OWNER IS HEREBY NOTIFIED THAT BY ACCEPTING THIS AGREEMENT, ACCOUNT OWNER IS WAIVING ALL RIGHTS UNDER FEDERAL, STATE OR ANY OTHER LAW TO BRING OR PARTICIPATE IN ANY ACTION, ARBITRATION, OR OTHER PROCEEDING ON A CLASS OR COLLECTIVE BASIS.**