Accordia Bank

HSA

Terms & Conditions

Health Savings Account Documents

Introduction

This document provides a comprehensive overview of the key materials, disclosures, and requirements related to Health Savings Accounts (HSAs). Its purpose is to ensure transparency and understanding of the benefits, responsibilities, and regulatory guidelines associated with HSA participation. Whether you are a new applicant or a continuing accountholder, this resource is designed to help you make informed decisions about your HSA and to comply with applicable federal regulations.

Health Savings Account Custodial Agreement

Quill Bank, d/b/a Accordia Bank, a Utah state chartered bank ("Custodian"), serves as the custodian of your health savings account ("HSA") in accordance with Section 223 of the Internal Revenue Code (the "Code").

This Health Savings Account Custodial Agreement ("Agreement") sets forth the terms and conditions that govern your Health Savings Account ("Account" or "HSA") with the Custodian. Throughout this Agreement, the words "Custodian", "we", "us", or "our" means Quill Bank, d/b/a Accordia Bank, its successors and assigns, and "you", "your", or "yours" means the named account owner of the HSA, any spouse beneficiary upon the death of the HSA owner, or any third-party authorized or appointed to access and use the HSA. The terms of this Agreement shall be binding upon you and the Custodian.

Article 1 – The Health Savings Account
An HSA is an individually-owned account maintained at a financial institution where tax-favored contributions can be made on behalf of individuals covered under certain High Deductible Health Plans ("HDHPs") with tax-free distributions allowed for qualified medical expenses. Note: An individual establishing an HSA is not entitled to tax-favored treatment unless certain federal requirements are met. Information about HSAs may be found at www.irs.gov or in IRS Publication 969 Health Savings Accounts and Other Tax-Favored Health Plans (available at https://www.irs.gov/publications/p969). Your HSA funds will be held by the Custodian and may be maintained through one or more depository institutions or service providers selected by the Custodian, and your HSA funds will earn interest in accordance with the Custodian's published rates. State taxation of HSAs varies from state to state. Nothing in this Agreement 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. Please consult the appropriate professional(s) when making decisions involving your HSA.

An HSA is established pursuant to federal tax law, and is neither endorsed by nor sponsored by an employer. Rather, it is an individual account arrangement between the Account Holder and the Custodian. As a result, the HSA is not part of an employer's ERISA (the Employee Retirement Income Security Act of 1974, as amended, and all rules and regulations adopted thereunder) benefit plan, even if the employer contributes to it or the employee makes pretax contributions to the HSA under an employer's cafeteria plan.

Any use of the HSA, including but not limited to, activating any associated debit card(s), registering on our website to obtain online access to your HSA, making or receiving contributions to the Account, or otherwise using the HSA, is affirmation of your instruction to have an HSA, and consent to be bound by the terms and conditions of this Agreement, the HSA Disclosure Statement, the HSA Terms and Conditions Statement, the Privacy Notice, the HSA Card Holder Agreement ("Card Agreement"), Truth in Savings Disclosure ("Truth in Savings"), and all other notices,

disclosures and documentation referenced herein or relating to the HSA as may be updated and/or provided to you from time to time and made available at www.accordia.bank (collectively the "HSA Documents").

Article II — Custodian Authority

The Custodian may perform any of its duties directly or through third-party service providers. You hereby authorize and instruct the Custodian to administer your Account, including the power to:

1. Perform any and all acts necessary or appropriate for the proper administration of the Account, including correcting errors, as Custodian, in its sole judgment, deems appropriate and without notice to you.
2. Place and hold Account assets in an FDIC (or NCUA or equivalent)-insured, U.S.-located depository institution. Additionally, some Account asset placement may include U.S. government and government agency debt obligations.
3. Establish and maintain any record-keeping sub-accounts for the efficient administration and management of the HSA.
4. At our sole discretion, hire any third-party service provider, such as an investment advisor or sub-Custodian, to provide certain services with respect to the HSA.
5. Collect service fees from the Account in accordance with this Agreement.
6. Request documentation and certification deemed appropriate to verify and establish your identity and the identity of any beneficiary or the estate upon your death.
7. Make payments, disbursements or distributions, including correcting errors, from the Account as directed by you or your authorized agent.
8. At our sole discretion, close the Account if the Account does not have a sufficient balance to pay fees that are due, or in other circumstances as outlined in this Agreement.
9. At our sole discretion, provide for a substitution of another custodian if necessitated by notice from the IRS.
10. Provide any information about your HSA, including your account number or any other non-public personal information, to third-party service providers in connection with the establishment and maintenance of your HSA.

Article III — Duties and Responsibilities of the Custodian

We will establish an HSA for you under Section 223 of the Internal Revenue Code of 1986, as amended, its sub-sections, and the applicable rulings and provisions (the "Code") upon submission of a properly executed written or electronic application ("Application"). Our sole obligations are as set forth herein. We assume no fiduciary status with regard to your HSA and nothing herein shall be construed to confer fiduciary status upon us for any purpose.

To help the U.S. government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. As a result, the Application requires you to provide your name, address, date of birth, Taxpayer Identification Number (TIN) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You must have a physical address in the United States and we reserve the right to decline your HSA request if we are not able to fully verify your personal information. The Custodian has policies and procedures in place designed to maintain the confidentiality of your personal information. We collect this information in accordance with our Privacy Policy available online at https://login.accordia.bank.

We will maintain your Account as a separate Account, distinct from all other Accounts, for your exclusive benefit and the benefit of your beneficiaries and we shall be responsible for performing only such services as are described in this Agreement. We agree to make available to you a statement of Account activity at least quarterly. You agree to examine each statement promptly upon receipt. Except as otherwise required by applicable law, if you do not notify us in writing of any objection to a matter shown on a statement within sixty (60) calendar days after the statement is made available to you, you will be deemed to have accepted the statement as correct, and we will be relieved of liability for matters shown on that statement to the extent permitted by applicable law. Notwithstanding the foregoing, any transaction that is an electronic fund transfer is governed by Article XVI and other applicable law, including, without limitation, the Electronic Fund Transfer Act and Regulation E, which controls over this paragraph. You can access and retrieve the statements through the Custodian's website or portal, or choose to have such statements mailed at an additional cost as provided for on the published schedule of fees.

We will apply interest to your Account in accordance with the current published rate(s) as may be adjusted from time to time.

We may accept cash contributions on your behalf during your tax year and such contributions will be applied to the tax year in which they were received by us unless otherwise designated by you. Contributions for any tax year may be made at any time before the unextended deadline for filing your federal income tax return for that year consistent with the requirements of Code Section 223 and any administrative procedures established by us. The total cash contributions are limited to the maximum statutory amounts (as established under Code Section 223) or as otherwise in this Agreement. Such contributions will be deposited into your Account at the first available opportunity after we have established the validity of the deposit. Notwithstanding anything to the contrary in this agreement, rollover contributions from an HSA or an Archer medical savings account ("Archer MSA") do not need to be made in cash and are not subject to the Code's maximum annual contribution limits. However, qualified transfers from an individual retirement account ("IRA") to your Account must be completed by a trustee-to-trustee transfer and are subject to the Code's maximum annual contribution limits. The custodian is not responsible for monitoring a third party's contributions to your Account. You must contact any third party regarding any missing contributions to your Account and you are responsible for monitoring those contributions.

We agree to submit reports to the IRS and to you as prescribed by the IRS.

We encourage you to retain a copy of this Agreement with your personal financial records.

We will assume all disbursements from your Account to be a Normal Distribution and not subject to income or excise tax unless notified by you within the applicable tax year. A Normal Distribution is defined as a withdrawal of money from your Account for the exclusive purpose of a qualified medical expense as defined by the Code. We will not provide any investment advice to you now or in the future even if investment options become available through your Account.

We agree to charge fees as indicated in this Agreement. We reserve the right to change the fees as indicated in this Agreement from time to time and will provide you with notice of the change prior to the effective date of the change.

We are not responsible for inquiring into the nature or amount of any contribution made to your Account by you or on your behalf by another individual or entity. We are not responsible for inquiring into the amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions comply with the Code. All materials provided by us are intended solely to provide a general description of HSAs and how they work, and are designed and distributed with the understanding that they do not constitute or include legal, tax, or other professional advice. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of an HSA with us. By signing the Application, you acknowledge and agree that nothing in this Agreement is construed to confer fiduciary status upon us. You have the full responsibility for any tax or investment consequences of all contributions to and distributions from the Account.

The Custodian is not responsible for fluctuations in the prices of an HSA investment, and investment advice is not part of the custodial services provided by the Custodian and is not covered in this Agreement.

We may have additional duties or responsibilities as detailed in this Agreement.

We may perform administrative and operational functions related to the establishment, maintenance, and operation of your Account, including recordkeeping and account servicing, directly or through third-party service providers engaged by us.

Article IV — Duties and Responsibilities of the Account Holder

You agree to provide us with the necessary information as may be required under this Agreement and the Code.

You agree that it is your responsibility to determine your eligibility to establish and contribute to an HSA. You represent that, for any period in which a contribution is made, you: i) are covered under a high deductible health plan (HDHP); ii) are not covered (as a dependent or otherwise) under any plan that is not an HDHP; iii) are not entitled to Medicare; and iv) cannot be claimed as a tax dependent on anyone else's tax return.

You agree that it is your responsibility to be aware of the nature or amount of any contribution to your Account made by you or on your behalf by another individual or entity. You further agree that it is your responsibility to be aware of any amount or timing of any distribution from your Account requested by you, or whether such contributions or distributions comply with the Code. You have the full responsibility for maintaining records relating to contributions and distributions and receipts for qualified medical expenses and any tax or investment consequences of all contributions to and distributions from the Account. You are responsible for and must take into account any and all amounts that count toward the annual contribution limit, including but not limited to rollovers, amounts you previously made to your Account, and any amounts contributed by any other HSA provider, custodian, or trustee. Contributions to Archer MSAs or other HSAs you own count toward your Account's maximum annual contribution limit.

You are required to keep an accurate record of all contributions, receipts, investments, distributions and all other transactions relating to the Account. You may be required to produce such records in the event of an audit by the IRS. You agree to pay the fees for services performed under this Agreement. You are responsible for notifying the Custodian that there are excess contributions to the Account. It is your responsibility to request the withdrawal of any excess contributions plus any net income attributable to such contributions and pay any taxes thereon.

You understand that no portion of the Account may be invested in Life Insurance or in "collectibles" as defined in Code section 408(m). Neither you nor the Custodian will engage in any prohibited transaction, as defined in Code Section 4975, with respect to the Account. You understand that you may not borrow from the Account or pledge any portion of the Account as a security or collateral for a loan.

The Custodian may make a distribution from the Account absent instruction from the Account Holder, if directed to do so pursuant to a court order, garnishment, IRS levy, or other levy. In such event, the Custodian shall not incur any liability for acting in accordance with such court order, garnishment or levy.

You may have additional duties or responsibilities as detailed in this Agreement.

Article V — Disbursement Process

You may withdraw all or any of the balance of your Account at any time. To receive a withdrawal from your Account, you must instruct us to distribute funds, in writing, at the address indicated on the Disbursement Request Form, by using the web portal (https://login.accordia.bank), or by using other procedures as we may from time to time specify (known collectively as the "Disbursement Process"). We may offer additional methods of Distributions such as a Credit or Debit Card at a future time without amending this Agreement.

In the event that an HSA Debit Card (the "Card") is issued to you, it will act as a method of Distribution. By signing, using or accepting the card, you agree that the use of the Card will be governed by the terms and conditions of this Agreement and the Cardholder Agreement supplied with the Card. The Card cannot be used at all Mastercard® acceptance locations. The Card may not be used to obtain a cash advance from any merchant, bank, or ATM. The use of the Card is restricted for use by yourself and qualified dependents and may only be used for qualified medical expenses as defined by the Code and acceptance of the Card by a merchant may not make a statement of the qualification of such charge as an eligible medical expense. All amounts charged on your Card will be paid by electronically deducting the corresponding amount from your Account and you authorize such deductions to be made in accordance with this Agreement and may not exceed the available cash on deposit, excluding investment account funds, if any, in your Account at the time of purchase. We will establish the setup, monthly and other fees, if any, associated with the Card and will also establish if such fees, if any, will be deducted from your Account, paid by your employer, or paid by you with non-Account funds.

The availability of funds in your account may be subject to reasonable funds availability rules imposed by us. You may make Distributions from your Account up to the amount of your Account Balance. At no time may you withdraw more funds than are available in your Account.

You are responsible for complying with all laws governing withdrawals, transfers, and taxes.

Article VI — Amendments

This Agreement may be amended automatically from time to time without any action on the part of Account Holder or the Custodian to comply with the provisions of the Code and related regulations. Such amendments may be made retroactively to the later of the effective date of this Agreement or the effective date of any future legal requirements.

Other amendments may be made by the Custodian and will become effective thirty (30) days after notice is provided to you. If you do not agree to such amendment, you may close the Account and transfer the balance to another custodian prior to the effective date of the amendment.

Article VII — Beneficiary Designation

You have the authority and responsibility to designate at least one Account Beneficiary who will receive the benefit of the Account upon your death.

You also have the authority to change this designation at any time for any reason by completing and submitting the Beneficiary Designation Form made available on the Custodian's website or portal. Any subsequent Beneficiary Designation Form in valid form bearing a later execution date shall automatically revoke all prior designations. Any Beneficiary change or amendment shall not become effective until received by the Custodian in accordance with applicable procedures. You represent and warrant that any Beneficiary designation submitted to us is complete, accurate, and satisfies all legal requirements under applicable law.

You understand that in the event of your death, your Account Balance, if any, will be distributed to the individual(s) listed as the Beneficiary(ies) on the Application (or subsequent Beneficiary Change Forms) with appropriate percentages of the Account Balance distributed as noted. If no Beneficiary is provided or if we cannot locate the Beneficiary after a reasonable search, the Account Balance, if any, will be paid to your estate.

If the designated Beneficiary is your spouse, that person may continue the Account as if originally established by him or her.

You understand that in some states, your spouse may be required to provide consent if not named as the Beneficiary. It is your responsibility to ensure that the Beneficiary designation made by you complies with applicable laws.

If you die before the entire interest in your Account has been distributed, the Custodian may continue to accept and process contributions to the Account until we have actual notice of the death and have had a reasonable opportunity to act on such notice. Upon notification of your death, we will freeze the Account, disallowing any withdrawals, transfers, or distributions until required documentation has been received. Before funds in the Account can be transferred or paid to a Beneficiary and the Account closed, we may require presentation of such documents as we deem appropriate, including but not limited to: (a) a certified copy of the death certificate; (b) letters testamentary or letters of administration; (c) decrees of probate court; (d) the Beneficiary Designation Form; (e) documents evidencing that estate taxes are paid or not owed, if applicable; and (f) any other additional documents that we may require in our discretion.

Article VIII — Service Fees and Compensation to Custodian

The Custodian may assess and collect fees and may utilize third-party service providers to facilitate the calculation, processing, and collection of such fees. You are responsible for paying Custodian all fees, charges, and assessments

set forth in the HSA Documentation for the services we perform for you in connection with your HSA, including but not limited to, maintenance, administration, transfer, withdrawal and termination fees. The Custodian reserves the right to change such fees at any time but no such change that results in an increase in fees shall become effective without 30 days prior notice to you. If you do not agree to any fee increase, you may close the Account and transfer the balance to another custodian, provided you initiate the transfer prior to the effective date of the fee increase. Maintaining the Account after notice has been provided to you will be deemed as your acceptance of the new fees.

In addition to the availability on the website, a copy of the published effective fee schedule is available from us, and we are responsible for the establishment of some of the fees such as the Account Setup and Monthly Fee. Other fees such as an NSF Charges and Close Account Fees, will be assessed against your account. All fees assessed directly against your account will be indicated on your fee schedule. A comprehensive fee schedule is available from us. The Custodian may deduct all fees and expenses from the Account or allow fees to be paid from other sources, such as your employer. If the Account does not have sufficient funds to pay fees when due, the Custodian may accrue such fees and deduct them from the Account when sufficient funds become available. It is your responsibility to ensure that all Account fees are paid in accordance with this Agreement.

You understand and agree that the Custodian receives additional compensation from third parties related to the Account and the Card, including without limitation, interest fee earnings from depository institutions that do not affect the interest earned by the Account; interchange fees arising from the use of the Debit card that may be issued to your Account and are paid by the merchant at which the Card is used; and fees in connection with any HSA investments, as outlined in Article XIV "Self-Directed Investments" below. This compensation is in addition to any administration fees related to the HSA.

Article IX — Assignment, Resignation or Termination

The Custodian reserves the right to assign this Agreement without your 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. In the event that our organization changes its name, reorganizes, merges with another organization, or if our entire organization (or any portion that includes your HSA) is bought by another organization, that organization shall automatically become the custodian or trustee of your HSA, but only if such organization qualifies under the Code to be an HSA custodian or trustee. We may resign as the custodian hereunder without your consent, by providing notice of such resignation 30 days prior to the effective date of our resignation. In such event, you shall appoint a qualified successor custodian. Upon receipt of a written appointment of the successor custodian, the Custodian shall cause the assets of the Account to be transferred to such successor custodian in accordance with applicable procedures. If after 30 days from notice of resignation, we have not received written appointment of a successor custodian, we shall pay or otherwise transfer the assets remaining in the Account to you. We have the right to reserve any necessary balance from the transfer that we deem necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against us.

You may terminate this Agreement for any reason at any time by providing at least 30 days' prior written notice to us l. At such termination, you shall appoint a qualified successor custodian who shall assume all rights, powers, privileges, liabilities and duties as your custodian. The Custodian shall cause the transfer of all Account assets and appropriate account information to the successor custodian in accordance with applicable procedures. We have the right to reserve any necessary balance from the transfer that we deem necessary to make payment for any liabilities constituting a charge against the assets of the Account or a charge against us. Such transfers may be effected through third-party service providers or sub-custodians engaged by the Custodian.

We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets.

Article X — Notice

Except as otherwise permitted by us, all instructions to us under this Agreement must be in writing.

You will be bound by any instructions we receive from you or your authorized agent.
Any notice, report, payment, distribution or other material required to be delivered by us to you under this Agreement, shall be deemed delivered and effective (a) three days after the date mailed by us to your last known address of record as provided on the Application or the last notification of an address change received by us from you or (b) supplied to https://login.accordia.bank for electronic distribution when we have previous knowledge that you have access to the site.

Any notice or instructions required to be delivered by you to us under this Agreement shall be deemed delivered when actually received by us and should be sent to the address shown on the Application or such other address as we may make available to you. Notices should be U.S. mail, first class with postage prepaid and properly addressed.

Your interest in the balance of your Account is nonforfeitable as provided in Code Section 223(d)(1)(E), except to the extent provided otherwise in IRS guidance.

Article XI – Electronic Signatures
In the event that we have received your electronic signature in connection with your Account Application, we may rely on such electronic signature for purposes of your authorization of withdrawals or third-party transfers, your notices to change your name or address or your other instructions to us. We are not required to obtain your physical signature for such purposes or any other purpose, except as may be required by law.

Article XII — Disputes and Arbitration
Should a dispute arise, you are encouraged to first attempt to resolve the issue by contacting us through the Custodian's designated customer service channels. The Custodian may establish reasonable procedures and requirements for submitting and resolving disputes. Dispute resolution communications and processes may be administered through third-party service providers engaged by the Custodian.

Any dispute, controversy or claim arising out of or relating to the Agreement that is not resolved informally by the parties shall be submitted for and settled by binding arbitration upon receipt by either you or us of a written notice calling for such. In no event may arbitration be initiated more than one year following the date the dispute arose. A single arbitrator appointed by the American Arbitration Association shall conduct arbitration under the commercial rules then prevailing of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceeding shall be awarded reasonable attorney fees and all other costs and expenses incurred directly in connection with the proceedings, unless the arbitrator for good cause determines otherwise. Any arbitration proceeding under the HSA documentation shall be conducted in Utah County, Utah. The arbitrator may construe or interpret, but shall not vary or ignore the terms of the HSA documentation, shall have no authority to award extra contractual damages of any kind, including punitive or exemplary damages, and shall be bound by controlling law. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The parties acknowledge that because the HSA documentation affects interstate commerce, the Federal Arbitration Act applies. No dispute resolution proceeding between you and the Custodian shall be permitted to be conducted in a class, representative, or private attorney general action, nor may any such proceeding be consolidated with any other dispute. The Custodian and you agree that any claims related to the validity of this class waiver shall only be resolved by a court of competent jurisdiction located in Utah County, Utah.

Article XIII – Indemnification
You agree to indemnify, defend and hold harmless the Custodian and its affiliates, successors, assigns, directors, agents and employees (each, an "indemnitee") from and against any and all claims, damages, expenses and losses, including attorney's fees, incurred by us resulting from or in connection with (a) any actions undertaken by an indemnitee at your instruction or direction; (b) the Custodian's good faith performance of this Agreement; (c) in

connection with our honoring of any subpoena or court order relating to your HSA; (d) any act or failure to act of any service provider or fund relating to the Investments; (e) and other costs, expenses or liabilities arising under the HSA Documentation. Notwithstanding the foregoing, with respect to any losses described in clauses (b) - (e) of the preceding sentence, shall be excluded from such indemnification obligations to the extent that such losses are determined by a court of competent jurisdiction through a final, non-appealable order to have been caused by the willful misconduct, bad faith or fraud of an indemnitee.

Article XIV – Self-Directed Investments

At our election, investment options permitted under applicable law, including but not limited to, mutual funds and other securities (HSA Investments), may be made available for all or a portion of the balance in your HSA in excess of a minimum amount established by us. The HSA Investments are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested. In the event that you are eligible to invest in HSA Investments, your HSA Investments shall be subject to this Article XIV and any other agreements applicable to your HSA Investments.

By utilizing HSA Investments, you hereby authorize and instruct the Custodian to administer the HSA Investments, including the power to (1) at our sole discretion, hire third-party service providers, such as custodians, clearing firms, investment advisers or trading partners, to provide certain services with respect to the HSA Investments; (2) to collect service fees and other administration fees from the HSA Investments; and (3) to make payments, disbursements or distributions from the Account as directed by you or your authorized agent, in conformity with the terms of this Agreement and applicable law.

HSA Investments are self-directed and you have the sole authority and responsibility to select and direct your investments, including through any investment options or model allocation approaches made available through the Custodian's platform or selected service providers. Custodian has no duty other than to follow your investment directions and shall be under no duty to question your instructions, review, monitor or replace HSA Investments, vote any HSA Investments or otherwise exercise any investment control or discretion. We shall not be liable for any investment losses sustained by you that result from your exercise of investment control over your HSA. We make no representations as to the quality or performance of any HSA Investments.

Matrix Trust Company, a Colorado corporation and non-depository trust company serves as custodian of all HSA Investments and Matrix Settlement & Clearance Services, LLC, a New York limited liability company serves as the trading partner (together "Matrix"). Matrix accepts trade orders on behalf of the Custodian and executes trades on behalf of account holders.

Fees associated with trading access will be charged as a separate line item against your savings account. If sufficient funds are not available in the savings portion of the Account, fees may be satisfied through redemption or liquidation of HSA Investments on a prorated basis in accordance with this Agreement. Custodian will make every attempt to process trades in accordance with the best execution and price. The Custodian will make every effort to execute trades submitted within 3 business days, not including trade holidays. If the Custodian fails to process a trade order by the third day, then the original trade day price will be honored and the Custodian will make the investor/account holder whole.

Notwithstanding any provision of this Agreement requiring Account Holder direction, the Custodian is authorized, in connection with Accounts that include HSA Investments, to redeem, transfer, or liquidate investment assets and apply the proceeds to the savings portion of the Account, without prior instruction from you, in order to: (i) restore or maintain any required minimum cash balance thresholds; (ii) satisfy fees, charges, or other amounts due under this Agreement; and (iii) facilitate account administration, including account closure. Such actions may be performed by the Custodian directly or through its service providers and are administrative in nature. Such transactions may be

executed on a system-driven basis, including through a proportional or standardized methodology across investment holdings. You acknowledge and agree that these actions are administrative in nature, are necessary for account maintenance, and do not constitute investment advice, a recommendation, or discretionary management by the Custodian.

You acknowledge that any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific HSA investment made by you and the terms and conditions of the HSA Documentation regarding availability of funds. Neither the Custodian nor Matrix is responsible for any fluctuations in the price of an HSA Investment that may occur during the period between the time that a purchase or sale of such HSA Investment is initiated and the time at which the purchase or sale is executed on your behalf. The price of an HSA Investment shall be determined by the closing price on the day that the purchase or sale of such HSA Investment is executed. If a purchase or sale of an HSA Investment is initiated after the close of the U.S. equity markets, the purchase or sale will generally be executed on the next day in which the U.S. equity markets are open.

You acknowledge and agree that the Custodian or Matrix may receive certain administration fees in connection with your HSA Investments.

Article XV – Electronic Fund Transfers

This Article applies to electronic fund transfers ("EFTs") made to or from your Account, including but not limited to transactions initiated using the Card, preauthorized credits or debits, automated clearing house ("ACH") transfers, and wire transfers. In the event of a conflict between this Article and the Card Agreement, this Article shall govern. The Custodian may provide EFT services directly or through a third-party service provider.

You may use the Card or other electronic means to make the following types of transfers: (a) merchant transactions for qualified medical expenses; (b) preauthorized recurring credits or debits to or from the Account; and (c) one-time electronic payments or transfers as permitted under the HSA Documents.

We may charge fees for EFTs as described in the applicable fee schedule. Fees are subject to change from time to time. You will receive prior notice of any fee increases as required by applicable law.

Contact us AT ONCE if you believe the Card has been lost or stolen or that someone has made an unauthorized transfer from your Account. Telephoning is the best way to minimize losses. You will generally not be liable for unauthorized EFTs if you contact us promptly. If you do not notify us within sixty (60) calendar days after we make available the FIRST statement on which the unauthorized transfer appeared, you may be liable for all unauthorized EFTs occurring after the 60-day period to the extent we could have prevented such transfers had you notified us in time. If extenuating circumstances (such as a long trip or hospitalization) prevented you from notifying us, we may extend the applicable time periods.

To the extent required by applicable law, if we do not complete an EFT to or from your Account on time or in the correct amount in accordance with the HSA Documents, we will be liable for your losses or damages. However, we will not be liable if: (a) through no fault of ours, you do not have sufficient available funds in the Account to make the transfer; (b) circumstances beyond our control (such as fire, flood, or computer or communications failure) prevent the transfer despite reasonable precautions we have taken; or (c) there are other exceptions as provided by applicable law.

In case of errors or questions about an EFT involving your Account, contact us by telephone at 1-800-706-6577 or by writing to us at Accordia Bank HSA, P.O. Box 55210, Little Rock, AR 72215. You must notify us no later than sixty (60) calendar days after we made available the FIRST statement on which the problem or error appeared. When notifying us, please: (a) provide your name and Account number; (b) describe the error or the transfer you are unsure about and explain why you believe it is an error or why you need more information; and (c) state the dollar amount of the suspected error. If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we elect to do so, we will provisionally credit your Account within ten (10) business days for the amount you believe is in error, so that you will have the use of the funds during our investigation. For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate. For new Accounts, we may take up to twenty (20) business days to provisionally credit your Account. We will notify you of the results of our investigation within three (3) business days after completing it. If we determine that no error occurred, we will send you a written explanation and you may request copies of the documents that we used in our investigation.

Article XVI – Unclaimed Property

Unclaimed property laws may require the Custodian to turn over any Account funds that are considered abandoned by the applicable state (generally the state in which you reside or have listed as the address for your Account). Unless the laws of the applicable state provide otherwise, your Account may be considered abandoned when: (a) the Account ceases to be an HSA as a result of your death (if you have no surviving Beneficiary), a determination that you were never an eligible individual, or other such circumstances; and (b) you or those with authority to act on the Account (e.g., the estate representative or the Account Beneficiary) fail to claim the funds and/or fail to conduct activity on the Account, such as making a deposit or withdrawal, for a period of time specified in the applicable state's unclaimed property law. Before the Custodian turns over any abandoned Account funds, we may send a notice to the email address or physical address we currently have on file for the Account or to the applicable Beneficiary's address. If an applicable state requires the Custodian to turn over funds before the Account has ceased to be an HSA, the Custodian will not be liable for any taxes or penalties associated with a non-qualified distribution to that state. The Custodian may be required to liquidate any HSA Investments prior to escheatment. Alternatively, the applicable state may liquidate such investments following escheatment. In either case, the claimant is only entitled to receive the proceeds from the sale minus any expenses. Uncashed distribution checks will be voided and returned to the Account if outstanding for one hundred eighty (180) days, regardless of whether issued to you or a third party.

Article XVII – Defaults

You will be in default if you fail to meet any of your obligations under this Agreement or any other agreement with us relating to the Account. Events of default include, without limitation: (a) failure to pay fees, charges, or assessments when due under this Agreement; (b) permitting or causing an overdraft in the Account; (c) providing false, inaccurate, or misleading information in connection with the Account; or (d) engaging in a prohibited transaction with respect to the Account within the meaning of Code Section 4975. In the event of a default, the Custodian may exercise any legal rights it may have under this Agreement or applicable law, including, without limitation, the right to close the Account in accordance with Article X. If we are required to take any legal action under this Agreement to collect amounts owed by you, you agree to pay our reasonable court and collection costs and attorney's fees and disbursements. If you are in default, or upon the closure of the Account (whether such closure is initiated by you or by us), we shall not be obligated to continue to provide services under the HSA Documents.

Article XVIII - General Provisions

Anything contained in this Agreement to the contrary notwithstanding, neither you nor your beneficiary shall be entitled to use any portion of the Account as security for a loan or engage in any prohibited transaction, within the meaning of section 4975 of the Code, with respect to the Account.

Except to the extent otherwise required by law, none of the funds held in the Account shall be subject to the claims of any creditor of you or your beneficiary, nor shall you or your beneficiary have any right to anticipate, sell, pledge, option, encumber or assign any of the benefits, payments or proceeds to which you may be entitled under the Agreement.

If any question arises as to the meaning of any provision of this Agreement, then we shall be authorized to construe or interpret any such provision, and our construction and interpretation shall be binding upon you and your beneficiary.

Throughout this Agreement, the singular form includes the plural where applicable. Any provision of this Agreement which would disqualify the Account as an HSA for purposes of the Code, shall be disregarded to the extent necessary to make the Account qualify as an HSA under the Code.
The headings and articles of this Agreement are for convenience of reference only, and shall have no substantive effect on provisions of this Agreement.

The provisions of this Agreement shall be construed and interpreted in accordance with the internal laws of the state of Utah without regard to principles of law regarding conflicts of laws, except to the extent superseded by applicable federal law. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither your nor our 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 any provision.

Notwithstanding any other articles which may be added or incorporated into this Agreement, the provisions of Articles I through XVIII hereof and this sentence will be controlling. Any additional articles or provisions that are not consistent with Section 223, sub-sections, applicable rulings and provisions of the Code will be invalid.

This Agreement is part of a series of documents and agreements executed by the Parties relating to the Account, all of which shall be construed consistently to give effect to the intent of the Parties.
By executing the Application, you are bound by the terms and conditions of this Agreement and the HSA Documents.

If you are a minor or become legally incapacitated, we may require that you or your legal representative appoint a representative in a form acceptable to us. Such representative may act on your behalf under this Agreement and exercise all of your rights hereunder. We may follow all directions from such representative and rely on those directions as if they came from you. We are not responsible for verifying the validity of any such appointment or for any tax consequences or losses resulting from actions taken at the direction of such representative.

HSA TERMS AND CONDITIONS STATEMENT

The terms of this HSA Terms and Conditions Statement, along with the HSA Disclosure Statement, the Health Savings Account Custodial Agreement, the Privacy Notice, the Truth in Savings Disclosure and the HSA Card Holder Agreement, govern the operation of your account unless varied or supplemented in writing.

Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this form, the words “we”, “our”, or “us” mean the HSA Custodian as indicated on your Health Savings Account Custodial Agreement, and the words “you” or “your” mean the account holder(s). This account may not be transferred or assigned without our written consent.

The Custodian may utilize third-party service providers to perform certain administrative or operational functions on its behalf.

Your Account is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this statement is to:

Summarize the rules applicable to the more common transactions; Establish rules to govern transactions or circumstances, which the law does not regulate; and Establish rules for certain events or transactions which the law already regulates but permits variation by agreement.

We may permit some variations from this standard agreement, but any such variations must be agreed to in writing.

LIABILITY – You agree to the terms of this Account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. You agree to be liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees.

DEPOSITS – Any items, other than cash, may not be accepted for deposit, and if accepted will be given provisional credit only until collection is final. Unless otherwise disclosed, interest on non-consumer accounts will be paid only on collected funds, subject to minimum balance or other limitations, if any. We are not responsible for transactions initiated by mail or outside depository until they are received and recorded by the Custodian. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open.

WITHDRAWALS – Unless otherwise clearly indicated on the account records, only you may withdraw or transfer all or any part of the account balance at any time on forms approved by us. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. The fact that we may honor withdrawal requests that overdraw the finally collected account balance does not obligate us to do so, unless required by law.
Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer.

ACH AND WIRE TRANSFERS – This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party

originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION – You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on your application or the Account portal. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

The HSA is an individual account and therefore is owned by one person.

AMENDMENTS AND TERMINATION – We may change any term of this agreement. For other changes we will give you notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance.

STATEMENTS – You must examine your statement of account with "reasonable promptness". If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement, but other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 20 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

SET-OFF – To the extent permitted by applicable law and consistent with the requirements of Code Section 223(d)(1)(E), You each agree that we may (without prior notice and when permitted by law) set off any due and payable fees, charges, assessments, or other amounts owed to us under this Agreement or the HSA Documents against the funds in the Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off. This set-off right shall not be exercised in a manner that would cause the Account to fail to qualify as an HSA under the Code.

AGENCY (POWER OF ATTORNEY) DESIGNATION – Agents may make account transactions on the behalf of the parties, but have no ownership or rights at death unless named as beneficiary(ies).

HSA DISCLOSURE STATEMENT

OVERVIEW – Section 223 of the IRS Code permit eligible individuals to establish a Health Savings Account for taxable years. A Health Savings Account ("HSA") is an individually owned account maintained at a custodian where tax-favored contributions can be made on behalf of individuals covered under certain High Deductible Health Plans ("HDHPs") with tax-free distributions allowed for qualified medical expenses. An HSA is portable, which means that the Account Holder can use the HSA after termination of employment or retirement.

GENERAL REQUIREMENTS OF AN HSA – Your contributions must be made in the form of cash or as an Electronic Funds Transfer (EFT). Your regular annual contributions for any taxable year may be deposited at any time during that taxable year and up to the due date for the filing of your federal income tax return for that taxable year, no extensions. This generally means April 15th of the following year.

An HSA can be established under a properly designed cafeteria plan under Section 125 of the Code. This allows you to make a salary reduction of the contribution amount to your HSA. This results in a contribution to the HSA that is deducted from your paycheck before taxes are calculated.

The Custodian of your HSA must be a bank, insurance company or any other entity that is approved to act in such a capacity by the Secretary of the Treasury.

No portion of your HSA funds may be invested in life insurance contracts.

The assets in your HSA may not be commingled with other property except in a common trust fund or common investment fund.

You may not invest HSA assets in collectibles (as described in Section 408(m) of the Code). A collectible is defined as any work of art, rug or antique, metal or gem, stamp or coin, alcoholic beverage, or any other tangible personal property specified by the IRS. The assets of your HSA remain tax-exempt while the funds are in your account.

ELIGIBILITY FOR AN HSA – You are permitted to make a regular contribution to your HSA for any taxable year if you are an "Eligible Individual." An eligible individual means, with respect to any month, any individual who: (1) is covered under a High Deductible Health Plan (HDHP) on the first day of such month; (2) is not also covered by any other health plan that is not an HDHP; (3) is not enrolled in benefits under Medicare; and (4) may not be claimed as a dependent on another person's tax return.

An HDHP is defined as a High Deductible Health Plan with an annual deductible and out-of-pocket limits that are updated annually for Cost of Living adjustments (visit irs.gov or contact us for current limits). The deductible is not required to apply to charges relating to "Preventive Care" expenses.

An individual is not disqualified from being an Eligible Individual solely because he or she has any of the coverage listed below in addition to the HDHP. This coverage is classified as Permitted Insurance and includes insurance if substantially all of the coverage provided under such insurance relates to:

- Liabilities incurred under worker's compensation laws;
- Tort liabilities;
- Liabilities relating to ownership or use of property; or
- Insurance for a specified disease or illness (e.g., cancer insurance);
- Insurance paying a fixed amount per day (or other period) of hospitalization; and
- Insurance for Dental, Vision, or Long-Term Care.

An individual is not disqualified from establishing and contributing to an HSA solely because he or she is a participant in a Health FSA with a grace period, provided the individual either has a zero balance on the last day of the plan year or the individual transfers the entire balance to the HSA as of the last day of the plan year (subject to the FSA one-time rollover rules set forth below).

CONTRIBUTIONS TO AN HSA – The maximum contribution permitted for an Eligible Individual with self- only coverage of an HDHP is the statutory maximum that is updated annually for Cost-of-Living adjustments (visit irs.gov or contact us for current limits). The maximum contribution permitted for an Eligible Individual with family coverage of an HDHP is the statutory maximum that is updated annually for Cost-of-Living adjustments (visit irs.gov or contact us for current limits). The annual contribution limit is the sum of the limits determined separately for each month based on the individual's status and health plan coverage as of the first day of the month. HSA rules are applied without regard to community property laws.

An individual who first becomes an eligible individual anytime on or before the first day of December of any year is treated as though they are an eligible individual for the entire year so long as they continue to be an eligible individual for 12 months beginning with the last month in the year in which the individual became an eligible individual.

If an individual fails to be an eligible individual during that 12-month period, all contributions attributable to months for which the individual was not an eligible individual during the year are included in gross income for the year in which the individual ceases to be an eligible individual (except for failure to maintain eligible individual status due to disability or death) and such amounts are subject to a 20% excise tax.

Contributions must be made in the form of cash or as an EFT. Contributions can be made by you or by other individuals on your behalf. Your HSA contribution limit is reduced by any contributions made by others on your behalf. Contributions made to your HSA in the form of a Rollover, or transfer of asset, from an MSA or HSA must be in accordance with the Code and must be in the form of cash or as an EFT.

An Eligible Individual who is age 55 or older is allowed to make an additional "catch- up" contribution of $1000 for tax year 2009 and thereafter.

If an Eligible Individual makes an HSA contribution, a deduction is permitted for the taxable year equal to an amount, which is the aggregate amount, paid in cash during such taxable year to an HSA. All HSA contributions must be made for a calendar year no later than the taxpayer's tax filing due date (generally April 15), not including extensions.

If a married couple is covered under separate HDHPs, then each spouse is eligible for his/her own HSA, in which case each spouse could contribute up to the maximum statutory amount for an individual into his/her own HSA. If a married couple is covered under the same high deductible health plan and each spouse makes contributions to a separate HSA account, then the maximum statutory amount for a family may be divided equally between them or they can agree to divide it in another fashion.

Employer contributions to an employee's HSA, within statutory limits under a cafeteria plan, are not included in compensation paid to the employee. Employers deduct the HSA contributions on their tax return and report the amount on the employee's W-2 form as non-taxable income.
EXCESS CONTRIBUTIONS – Generally, excess HSA contributions is any contribution that exceeds the contribution limits, and such excess contributions are subject to a 6% excise tax on the principal amount of the excess each year until the excess is corrected.

For Post-tax and Employer contributions, the 6% excise tax may be avoided if the excess amount plus the earnings attributable to the excess is distributed by your tax filing deadline including extensions for the year during which the excess contribution was made, and you do not take a deduction for such excess amount. If you decide to correct your excess in this manner, the principal amount of the excess returned is not taxable (but excess employer contributions would have been taxable when made). However, the earnings attributable to the excess are taxable to you in the year that the distribution occurred.

If you do not correct your excess contribution in the manner prescribed above by the due date for filing your tax return, then you may withdraw the principal amount of the excess (no earnings need be distributed). An excise tax will apply, however, first to the year in which the excess contribution was made and each subsequent year until it is withdrawn. The excise tax rate is currently 6% but is subject to change.

ROLLOVER HSAs – A rollover from another HSA/MSA is any amount you receive from one HSA/MSA and rollover into another HSA. You are not required to roll over the entire amount received from the first HSA/MSA. However, any amount you do not roll over will be taxed at ordinary income tax rates for Federal Income Tax purposes and may be subject to an additional excise tax if the distribution does not meet one of the exceptions. The excise tax will be 20% for the amount withdrawn from an HSA/ MSA and not subsequently rolled to another HSA within the allotted timeframe. The following special rules also apply to rollovers between HSAs/MSAs:

- The rollover must be completed no later than the 60th day after the day the distribution was received by you.
- You may have only one HSA/MSA to HSA rollover during a 12 consecutive month period measured
- from the date you received a distribution of an HSA/ MSA which was rolled over to another HSA.

- You are not required to receive a complete distribution from your HSA/MSA in order to make a rollover contribution into another HSA, nor are you required to roll over the entire amount you received from the first HSA.
- If you inherit an HSA/MSA due to the death of the account holder, you may not roll this HSA/MSA into your own HSA unless you are the spouse of the decedent.

In addition, an unlimited amount of direct HSA trustee-to-trustee transfers may occur.

ROLLOVER IRAs – A one-time rollover from trustee-to-trustee transfer of IRA funds to an HSA is permitted to the extent the transfer doesn't exceed the maximum annual HSA contribution amount updated annually for Cost-of-Living adjustments (visit irs.gov or contact your HSA administrator for current limits). The IRA transfer is not treated as a rollover contribution. Thus, any amounts transferred from the IRA to the HSA during the year reduce the maximum amount that may otherwise be contributed to the HSA during that year.
If an individual electing the one-time transfer does not remain an eligible individual for the 12 months following the month of the contribution, the transferred amount is included in the income and subject to a 20% additional tax.

DISTRIBUTIONS – Any amounts distributed from your HSA account for qualified medical expenses are not included in your gross income for the year and are not subject to the 20% excise tax.
Qualified medical expenses include amounts paid with respect to the individual, the individual's spouse, and the individual's dependents, for medical care defined under section 213(d) of the Code if such amounts are not compensated for any insurance or otherwise. Medical Care includes amount paid:

A) for the diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body;
B) for transportation primarily for and essential to medical care referred to above; or
C) amounts paid for certain lodging while away from home primarily for and essential to medical care, if such medical care is provided by a physician in a licensed hospital and is no significant element of personal pleasure, recreation, or vacation in the travel away from home. The term medical care does not include cosmetic surgery.

Generally qualified medical expenses do not include payment of insurance premiums. Exceptions to this rule include coverage under:

A) a health plan during any period of continuation coverage required under Federal law (COBRA);
B) a qualified long-term care insurance contract (as defined in section 7702(b) IRC);
C) a health plan during a period in which the individual is receiving unemployment compensation under any Federal or State law; or
D) Medicare premiums, when deducted from Social Security payments.

Any amounts distributed from an HSA account that are not used to pay for qualified medical expenses are included in the gross income of the taxpayer. Also, such distribution will be subject to a 20% excise tax. Exceptions to the 20% excise tax include:

- distributions due to the Account Holder becoming disabled (defined under section 72(m)(7) IRC);
- distributions made to the beneficiary(ies) upon the death of the Account Holder;
- distributions made to an Account Holder after such individual becomes eligible for Medicare. (The age specified in section 1811 of the Social Security Act is currently age 65.); or
- distributions from an HSA/MSA that are subsequently rolled over to another HSA within 60 days from the day of receipt of the distributions.

If the Account Holder designated his/her spouse as the designated beneficiary, the surviving spouse shall be treated as the account holder of the HSA after the Account Holder's death. This means that when the Account Holder dies, if the surviving spouse is the designated beneficiary, then the surviving spouse assumes such account automatically.

If a non-spouse beneficiary (other than the estate) is the designated beneficiary, then the HSA ceases to be an HSA on the date of death, and the fair market value of the Account on the date of death is treated as taxable to such non-spouse beneficiary for such taxable year.

If the taxpayer's estate is the designated beneficiary, then the fair market value of the assets in the account are includible in the decedent's gross income on the last tax return of the decedent.

Distributions made to a beneficiary shall not be taxable to the extent that the decedent incurred qualified medical expenses prior to death and the beneficiary pays such amounts within one year of the date of death. If the designated beneficiary is the estate and the decedent's gross income for the last taxable year is increased by the amount of the distribution, then the estate taxes are reduced by such amount.

PROHIBITED TRANSACTIONS – If you or your beneficiary(ies) engage in a prohibited transaction (as defined under Section 4975 of the Code) with your HSA, it will lose its tax exemption and you must include the value of your account in your gross income for that taxable year. If you use your HSA for security or pledge any portion of your HSA as collateral for a loan, the amount so pledged will be treated as a distribution and will be included in your gross income for that year.

REPORTING REQUIREMENT – Each year, we will report to the IRS and to you, as required by the Code. A Tax Form 1099-SA and Tax Form 5498-SA will be made available before the regulatory deadline. The form 1099- SA reflects Distributions from your Account and the Form 5498-SA reflects Contributions and the fair market value of your Account.

If you are an HSA account holder, additional reporting using the Form 8889 is required by you, to be sent along with your Tax Form 1040.

TRANSFERS – A direct transfer of all or a portion of your funds is permitted from this HSA to another HSA or vice-versa. Transfers do not constitute a distribution since you are never in receipt of the funds.

The monies are transferred directly to the new trustee or custodian.

If you should transfer all or a portion of your HSA to your former spouse's HSA under a divorce decree (or under a written instrument incident to divorce) or separation instrument, you will not be deemed to have made a taxable distribution but merely a transfer. The portion so transferred will be treated at the time of the transfer as the HSA of your spouse or former spouse
This disclosure statement is intended to provide only a summary of the rules and regulations that apply to Health Savings Accounts (HSAs). It is intended to be informational and does not constitute tax or legal advice regarding any specific situation. For more information or tax advice, please contact your tax advisor.

TRUTH IN SAVINGS DISCLOSURE/ACCOUNT OWNER'S DISCLOSURE

Interest
The interest rate and Annual Percentage Yield (APY) applicable to the entire balance in your HSA Deposit Account on any given day will depend on which of the specific balance ranges your daily Account balances fall within on that day:

Daily Balance	Rates as of 8/1/2026	APY as of 8/1/2026
$25,000.00 and higher	0.75%	0.75%
$250.00 to $24,999.99	0.50%	0.50%
$0.00 to 249.99	0.25%	0.25%

Please Note:
- Interest rate and Annual Percentage Yield are subject to change at any time.
- Account Fees may reduce earnings.

HSA Services

You are responsible for the payment of the fees as set forth below. However, in some instances, the fees, or a portion thereof, may be paid by an Employer. To the extent the fees are not paid by another entity, we will deduct the fees from your Deposit Account. These fees are subject to change by us at any time (including, but not limited to, the expiration of your High Deductible Health Plan), upon notice to you as required by applicable law. Certain administrative and support services may be provided by a third-party service provider on behalf of the Custodian.

Monthly Investment Option Fee (Investment Threshold is $1,000.00)	*$3.00*
Debit Card Reissue Fee (per card)	*$4.95*
Withdrawal by paper check	*$2.95*
Close Account Fee	*$0.00*
Balance Transfer Fee (Trustee-to- Trustee)	*$0.00*
Monthly Statement by mail	*$4.00*
Monthly Maintenance Fee	*$0.00*
*ACH (Return of Originated Item)**	*$5.00*

*This fee applies when an ACH debit you originate from your Account is returned unpaid (for example, for insufficient funds). This fee is not currently charged but may be charged in the future.

Included with your HSA Account:

Online Account Access	No charge
Online Monthly Savings Statements	No charge
Online Monthly Investment Statements	No charge
Regular Distributions by EFT	No charge
Annual Statement by Mail	No charge
Form 1099-SA & 5498-SA by Mail	No charge

Please Note:

- The cash balance in your HSA Deposit Account is held by the Custodian, Quill Bank (d/b/a Accordia Bank), a member of the Federal Deposit Insurance Corporation (FDIC).
- The cash balance in your HSA Deposit Account is insured by the FDIC up to the maximum amount permitted by law - currently $250,000 per depositor, for each applicable ownership category - when aggregated with any other deposits you hold at the Custodian in the same ownership category.
- The portion of your HSA that you choose to invest is not a deposit. HSA investments are not insured by the FDIC, are not guaranteed by the Custodian or any bank, and may lose value, including loss of principal.
- For more details regarding the general terms and conditions that apply to your HSA, please see the Custodial Account Agreement and Disclosures for Health Savings Accounts.
- Fees are established by the Custodian and may be administered or collected with the assistance of a third-party service provider.

How We Calculate Account Earnings
Each month your interest earned is determined by the daily balance and daily rate for each day of the month using the above rate schedule. The daily rate is multiplied by the principal in the account for each day to get the daily interest earned. The sum of each day's interest becomes the posted deposit earnings for the month. Interest begins

to accrue no later than the business day we receive credit for the deposit of non-cash items (e.g. checks). Interest is compounded and posted to your account monthly. The interest rate and APY is based on your account balance.

How We Handle Interest Upon Account Closure
If the account is closed on the 1st day of the month, there are no earnings accrued to post. The account is closed and the full balance less pending fees, distributions, or card authorizations, will be distributed. If the account is closed after the 1st day of the month, the system will determine the interest accrued based on the number of days the account was active during the month. This amount is automatically posted to the account prior to the final distribution.

Minimum Deposit for New Accounts
No minimum balance or initial deposit requirements apply to this account.

PRIVACY NOTICE

PERSONAL INFORMATION PRIVACY PROTECTION NOTICE – The Custodian is committed to protecting the privacy and confidentiality of your personal information. In connection with your HSA, certain administrative services may be performed by third-party service providers on behalf of the Custodian. We value your business and the trust you put in us. To offer you the financial products and services you seek, we collect, maintain, and use information about you on a routine basis. To help you better understand how your personal information is protected, we are providing you with the following statement describing our practices and policies with respect to the privacy of customer information. In the event you terminate your customer relationship with us, or become an inactive customer, we will continue to adhere to the policies and practices described in this notice.

INFORMATION WE COLLECT – As your trusted custodian, we collect, retain, and use personally identifiable financial information (or nonpublic personal information) about individual customers, allowed by law, to provide products and services to our customers. We may collect nonpublic information from such sources as:

- applications or other forms;
- information about your transactions with us, our affiliates, or others, and
- information we receive from a consumer reporting agency.

HEALTH INFORMATION WE COLLECT – We may collect personally identifiable health information, like medical reports, for certain products or services that we offer. We do not share personally identifiable health information with anyone except as may be requested or required in connection with processing a product or service you have requested or as required or permitted by law.

USE OF INFORMATION – We use personal information in ways that are compatible with the purposes for which we originally requested it. For example, we will use the information you give us to process your requests and transactions, to provide you with additional information about products and services or to evaluate your financial needs. We collect and use personal information to administer our business and deliver quality service to you. This may include advising you about our products or services, those of our affiliates, those of our business partners and other opportunities that we believe may interest you.

INFORMATION WE SHARE – We may disclose nonpublic personal information about you with our corporate affiliates and other nonaffiliated third parties under certain circumstances to provide account services. Any nonpublic information shared is conducted in strict adherence to applicable law. We do not disclose any nonpublic personal information about you to anyone, except as permitted by law.

WHO RECEIVES INFORMATION AND WHY – We do not disclose any nonpublic personal information about our customers, or former customers, to anyone, except as permitted by law. We may exchange such information with our affiliates and certain non-affiliated third parties (under limited circumstances) to the extent permissible under law to service your account, report to credit bureaus, manage risk, and other financial services related activities.

ACCURACY AND RIGHT TO CORRECT – We continually strive to maintain complete and accurate information about you and your accounts. Should you ever believe that our records contain inaccurate or incomplete information about you, please notify us. We will investigate your concerns and correct any inaccuracies.

HOW WE PROTECT YOUR INFORMATION – We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

Your confidence in us is important and we want you to know that your personal and account information is safe.

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