



HEALTH SAVINGS ACCOUNT

**CUSTODIAL AGREEMENT, DISCLOSURE STATEMENT, AND
DESIGNATION OF REPRESENTATIVE ACCOUNTHOLDER**

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CUSTODIAL AGREEMENT

The Accountholder is establishing this Health Savings Account (“HSA”) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Accountholder, his or her spouse, and dependents.

To the extent the Agreement describes duties of the Custodian that have been delegated by the Custodian and/or the Accountholder to the TPA under the Designation of Representative by Accountholder, the references to Custodian will be substituted with references to the TPA.

ARTICLE 1 DEFINITIONS.

The following definitions shall apply throughout the Agreement, unless otherwise indicated. By way of example only, the Brokerage Agreement, Privacy Notice, and Bank Services Agreement may use different terms to refer to you or us.

Section 1.01 “Accountholder”

The Accountholder is the person who establishes the custodian account for the HSA. In parts of this Agreement, the words “you” or “your” may be used to refer to the Accountholder.

Section 1.02 “Agreement”

By opening this HSA, the Accountholder agrees to be bound by the terms of this Custodial Agreement, Disclosure Statement and Designation of Representative by Accountholder, plus all notices, disclosures, and other documents referenced herein or relating to the HSA provided by us, including, but not limited to, the Truist Financial Corporation Consumer Privacy Notice and the Pricing Guide and the Bank Services Agreement (the “Agreement”). The Agreement embodies the entire agreement and understanding with respect to the HSA and supersedes any and all prior agreements and understandings relating to the Accountholder’s HSA.

Section 1.03 “Archer MSA”

“Archer MSA” means an Archer Medical Savings Account, as defined in Code Section 220(d).

Section 1.04 “Breach”

A “Breach” is an unauthorized access to the HSA account.

Section 1.05 “Broker”

The “Broker” is the broker responsible for the Brokerage Sub-Account broker. Accountholder’s relationship with the Broker is governed by a separate arrangement referred to as the Brokerage Agreement.

Section 1.06 “Brokerage Sub-Account” (or “Health Savings Broker Account (HBSA)”)

A “Brokerage Sub-Account” (or “Health Savings Broker Account (HBSA)”) is a brokerage Investment Sub-Account authorized and directed by Accountholder into which funds in excess of the HSA Investment Threshold Amount may be transferred to be invested in securities.

Section 1.07 “Cash Account”

"Cash Account" shall mean the portion of the HSA held with us, i.e., the account into which HSA dollars are contributed and held until swept into the Investment Account or distributed. The Cash Account balance is utilized for authorizing distribution requests and purchases with a Debit Card.

Section 1.08 “Code”

“Code” means the Internal Revenue Service Code of 1986, as amended or replaced from time to time, and any regulations thereto.

Section 1.09 “Custodian”

Truist Bank is the “Custodian” under this Agreement. In parts of this Agreement, the words “we,” “us,” and “our” shall refer to the TPA and the Custodian.

Section 1.10 “Debit Card”

"Debit Card" shall mean the card issued to you to access funds in your HSA.

Section 1.11 “Default Fund”

The “Default Fund” refers to an interest-bearing investment fund to which the TPA will direct funds in the Sweep Investment Sub-Account in the absence of appropriate instructions from Accountholder directing investments otherwise.

Section 1.12 “ERISA”

“ERISA” refers to the Employee Retirement Income Security Act of 1974, as amended, and its implementing regulations.

Section 1.13 “HDHP” or “High Deductible Health Plan”

“HDHP” or “High Deductible Health Plan” means a plan described under Code Section 223(c)(d).

Section 1.14 “HIPAA”

“HIPAA” refers to the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations.

Section 1.15 “HSA”

“HSA” or “Health Savings Account” means a health savings account, as defined in Code Section 223(d).

Section 1.16 “HSA Investment Threshold Amount”

“HSA Investment Threshold Amount” shall mean the minimum balance that must be held in the Cash Account before HSA dollars may be moved between the Cash Account and the Investment Account or further contributions will be swept to the Investment Account, which such amount is set by the TPA.

Section 1.17 “Investment Sub-Account”

"Investment Sub-Account" shall mean an account, or accounts, into which HSA dollars are swept from the Cash Account. The Investment Account is not held or administered by us. It will be held by a third-party

identified by the TPA and with whom you and the TPA have separately contracted for investment services. Truist Bank is not the custodian of any Investment Sub-Account.

The Investment Sub-Account may include a “Sweep Investment Sub-Account” or a “Brokerage Sub-Account,” sometimes referred to as a “Health Savings Broker Account (HBSA).”

Section 1.18 “IRS”

“IRS” means the Internal Revenue Service.

Section 1.19 “Pricing Guide”

“Pricing Guide” is the list of fees payable and due Custodian and/or TPA for the maintenance and administration of the HSA. It is updated and made available to you periodically either in writing or electronically.

Section 1.20 “Qualified Medical Expenses”

“Qualified Medical Expenses” as defined in Code Section 223(d)(2), means amounts paid for certain specified (but not all) expenses related to medical care.

Section 1.21 “Rollover Contribution”

“Rollover Contribution” means a contribution of a distribution described in Code Sections 220(f)(5) or 223(f)(5) from an Archer MSA or an HSA, respectively, benefitting the Accountholder and made to the Cash Account within 60 days after the date of the distribution from the Archer MSA or HSA.

Section 1.22 “Sweep Investment Sub-Account”

“Sweep Investment Sub-Account” is an Investment Sub-Account authorized and directed by Accountholder into which funds in excess of the HSA Investment Threshold Amount may be transferred to be invested in mutual funds registered under the Investment Company Act of 1940, as amended.

Section 1.23 “Third-Party Administrator” (“TPA”) or “Designated Representative” or “HSA Administrator”

The Third Party Administrator (“TPA”) is the “Designated Representative” and “HSA Administrator.” The TPA is the custodian’s affiliate, McGriff Insurance Services, LLC, a subsidiary of Truist Insurance Holdings, LLC. Insurance products and services offered through TPA are not a deposit, not FDIC insured, not guaranteed by a bank, not insured by any federal government agency and may go down in value. In parts of this Agreement, the words “we,” “us,” and “our” shall refer to the TPA and the Custodian.

ARTICLE 2 ESTABLISHMENT OF AN HSA ACCOUNT.

The Accountholder and Custodian agree to the establishment of an HSA account in accordance with this Agreement. Accountholder represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she (i) is covered under a high deductible health plan (“HDHP”), (ii) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage), (iii) is not enrolled in Medicare, and (iv) cannot be claimed as a dependent on another person’s tax return. Accountholder has received, read, and understood the Agreement in its entirety, *especially the Disclosure Statement herein.*

ARTICLE 3 HSA OPERATIONAL TERMS AND CONDITIONS.

Section 3.01 Opening your HSA.

You agree that any information supplied on the HSA application form is true and correct, and that the TPA or Custodian may obtain reports from credit bureaus or consumer reporting agencies to investigate the information provided. The TPA may also verify your employment, compensation, assets, debts and references for purposes of considering your eligibility for products or services. The approval or denial of your request to open an HSA is in the TPA's sole discretion.

Section 3.02 Debit Card.

You may be provided two Debit Cards to access your HSA. Use of the cards is subject to the terms of separate agreements which will be provided to you with the Debit Cards.

Section 3.03 Delegation of Responsibility.

The Custodian has delegated responsibility for certain recordkeeping and administration to the TPA. The TPA shall receive and forward contributions to your HSA and make distributions from your HSA. All of your questions, comments, and instructions should be directed to the TPA through its website or by other means made available to you through the TPA. You have appointed the TPA your Designated Representative to serve as HSA Administrator in the "Designation of Representative by Accountholder" that is part of this Agreement.

When you provide instructions to the TPA regarding your HSA, the TPA will pass those instructions on to the Custodian.

Other third parties, such as your employer, or insurance brokers may also provide various services or aspects of the HSA account services. You agree that all such third parties will have access to such personal, financial and account information relating to you, the Accountholder, as may be necessary to perform the functions for which the third party has been engaged. Additionally, third parties may utilize additional affiliated or unaffiliated service providers as they deem necessary in connection with the administration and investment processing of your HSA, some of which may not be visible to Accountholders. You acknowledge and agree that such additional providers may also have access to such information for the purpose of providing services to your HSA.

Section 3.04 Notices and Change of Address.

Any required notice regarding this HSA will be considered effective when sent to the intended recipient via e-mail or, at our discretion, via U.S. Mail to the last electronic or other mailing address maintained for you by the TPA in its records. Any notice to be given to the TPA or the Custodian will be considered effective when actually received. You or the intended recipient must notify the TPA if you change your e-mail address or other mailing address. In the event of your death, your spouse or account beneficiary must notify the TPA of any corresponding change in e-mail or other mailing address.

Section 3.05 Representations and Responsibilities.

You represent and warrant that any information you provide us regarding your HSA with respect to this Agreement is complete and accurate. Further, you agree that any directions you give the TPA or action you take will be proper under this Agreement, and that we are entitled to rely upon any such information or directions. If we fail to receive directions from you regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we in good faith believe that any transaction requested is in dispute,

we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible in the event of any failure or interruption of services resulting from the act or omission of any third party service provider used to give such direction and shall not be responsible for any losses. We shall not be responsible for losses of any kind that may result from your directions to us or your actions or failures to act, and you agree to reimburse us for any loss we may incur as a result of such directions, actions or failures to act. We shall not be responsible for any penalties, taxes, judgments or expenses you incur in connection with your HSA. We have no duty to determine whether your contributions or distributions comply with the Code, Treasury Regulations, IRS Rulings or this Agreement. We have the right to require you to provide, on a form provided by or acceptable to us, proof or certification that you are eligible to contribute to this HSA, including, but not limited to, proof or certification that you are covered by a HDHP. In no event shall we be responsible to determine if contributions your employer may make to your HSA meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

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

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

By performing services under this Agreement, we are acting as your agent. You acknowledge and agree that we are not providing services to you or your HSA as a fiduciary under the Employee Retirement Income Security Act of 1974 (“ERISA”) Section 3(21), under any comparable and applicable provisions of state or local law, or under the Investment Advisor’s Act of 1940, and nothing in this Agreement shall be construed as conferring fiduciary status upon us. We shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the applicable guidance with respect to HSAs. You agree to indemnify and hold us harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorneys’ fees, arising from or in connection with this Agreement. To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other forms permitted by law, including through electronic mediums.

Section 3.06 Service Fees.

The Custodian reserves the right to charge a periodic service fee or other designated fees (e.g., a transfer, rollover, investment management or termination fee) for maintaining your HSA. In addition, the Custodian

has the right to be reimbursed for all reasonable expenses, including legal expenses, it incurs in connection with the administration of your HSA. The Custodian has the right to charge an additional hourly fee when it is required to research and/or provide documentation on your behalf. The Custodian may charge you separately for any fees or expenses or may deduct the amount of the fees or expenses from the assets in your HSA at its discretion. The Custodian reserves the right to charge any additional fee from time to time at its discretion. The TPA may charge a separate fee for administration and other services related to your HSA. You authorize the TPA to charge you separately for those fees, or to deduct the amount of the fees or expenses from the assets in your HSA. If your HSA is through your employer, your employer may also agree to pay these fees on your behalf.

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

The Accountholder agrees to pay all fees specified in the Pricing Guide or that are otherwise disclosed in advance to the Accountholder. The Pricing Guide may be amended or replaced at any time by giving the Accountholder at least 30 days' prior written notice. An employer or other third party may pay certain fees on your behalf, but you are responsible for any unpaid fees. To the extent permitted by applicable law, you authorize us, or our designee to collect all fees, charges, assessments and any other amounts you owe us, directly from the cash available in your HSA, or if sufficient cash is not available, by sale of sufficient assets in your HSA investments and application of the sale proceeds to pay such fees and expenses. You also understand and agree that we receive interchange fees and other compensation from third parties related to your Debit Card use and HSA investments and that this compensation is in addition to any administration fees related to the HSA.

Section 3.07 How your HSA Operates.

The TPA will receive contributions (including rollovers, transfers, and mistaken distributions) from you, your employer or any other person. You may arrange to have funds automatically deposited into your HSA from another account at Truist or from an account at a third-party financial institution. There may be a hold placed on the amount of any automatic transfer into the HSA from a third-party institution.

All contributions will initially be deposited into the TPA's omnibus HSA common trust or investment fund account at the Custodian and may subsequently be transferred into one or more linked common trust or investment fund sub-accounts that may be established for various purposes, such as for disbursing distributions. Your interest in the funds which are held in the omnibus or sub-accounts as shown on the TPA's records, is sometimes referred to herein as your "Cash Account" or "cash balance." Funds in your Cash Account are insured by the Federal Deposit Insurance Corporation (FDIC) to the maximum extent provided by law and will earn interest based on tiered interest rates that increase as you reach specified balance levels. Please note that contributions which the TPA receives by any method are not available for use as distributions from your HSA account to pay Qualified Medical Expenses until the funds are irrevocably credited to the omnibus account (i.e., when "final payment" is received.)

Interest will accrue daily based on the balance of funds on deposit in your HSA and will be paid on the last banking day of the month. This means that if you close your account before accrued interest is paid by us, any interest accrued up to the date the account is closed will be forfeited and no interest for that month will be paid. The interest rate and annual percentage yield on the full balance in your HSA will be on a tiered basis, as described in the Interest Schedule provided. Your interest rate and annual percentage yield (in any or all categories set forth in the Truth In Savings provisions of the Interest Schedule) may change at any time thereafter at our discretion, and without notice.

Section 3.08 HSA Investment Options.

Subject to this Agreement, and if directed by the Accountholder, the TPA is specifically authorized to invest a specified portion of the Accountholder's HSA balance in mutual funds registered under the Investment Company Act of 1940, as amended, via a sub-account (the "Sweep Investment Sub-Account"). For further details, see the "Sweep Investment Sub-Account Terms and Conditions" article of this Agreement.

Additionally, subject to this Agreement, the Accountholder may elect to invest a portion of the Accountholder's HSA balance in securities by establishing a securities brokerage sub-account (the "Brokerage Sub-Account" or sometimes referred to as "Health Savings Brokerage Accounts (HSBA)") and, collectively with the Sweep Investment Sub-Account, the "Investment Sub-Accounts"). For further details, see the "Brokerage Sub-Account Terms and Conditions" article of this Agreement.

The Accountholder shall have exclusive responsibility for and control over the investment of assets in the Investment Sub-Accounts. The TPA and Custodian shall have no discretion to direct any such investments, nor shall either of them provide the Accountholder with investment advice including offering any opinion regarding the value or suitability of any investment or any purchase or sale of securities.

INVESTMENTS MADE IN THE INVESTMENT SUB-ACCOUNTS (INCLUDING MUTUAL FUNDS, STOCKS, BONDS AND OTHER SECURITIES) ARE NOT FDIC-INSURED, MAY LOSE VALUE, AND ARE NOT GUARANTEED BY THE CUSTODIAN, ANY OF THE CUSTODIAN'S AFFILIATES INCLUDING THE TPA, OR YOUR EMPLOYER.

Past performance does not guarantee future results. You should consider a mutual fund's investment objectives, risks, and charges and expenses carefully before investing. This and other important information about the mutual funds available through the Sweep Investment Sub-Account can be found in the funds' prospectuses, copies of which are available at www.TruistHSAFlex.com or by calling 1-800-768-4873 or 1-800-930-2441. Please read each mutual fund's prospectus carefully and consider seeking the guidance of a financial advisor before investing in any fund. Likewise, you should consider the risks and merits of investing in any security before doing so through the Brokerage Sub-Account, including by reviewing prospectuses, SEC filings and other publicly available information regarding the issuer and its securities. You should also consider seeking the guidance of a financial advisor before investing in any mutual fund or any security. Neither the TPA nor the Custodian is providing any investment advice regarding the Investment Sub-Accounts or the investment options available to you through the Investment Sub-Accounts. Investing in certain funds or securities involves special risks, such as those related to investments in foreign securities, small and mid-capitalization stocks, and high-yield securities.

Section 3.09 Account Information.

The TPA shall send or make available records of your HSA contributions, distributions, investment activity, earnings and balances through periodic reports or statements. Such reports or statements may combine information concerning the HSA assets held in the Cash Account and, if applicable, any mutual fund investments. Statements will normally be made available online. For Accountholders for whom the TPA has an email address, the TPA will normally send an email notice each month with a link to log in and view the latest statement online. For those for whom the TPA does not have an email address or who have opted to receive paper statements, the TPA will mail the statements. Certain other types of information including recent transaction histories, mutual fund prospectuses, and various other securities-related documents are available exclusively online at www.TruistHSAFlex.com. In some situations, materials may be mailed to you upon request, but only if you agree to pay a fee for those services. Also, certain types of notices

concerning HSAs that do not require individual delivery to Accountholders may be posted on the TPA's website. The Accountholder agrees that the reports and documents provided by the TPA will be sufficient to comply with the rules and regulations regarding confirmation requirements for securities transactions, including transactions in mutual funds, and directs the TPA not to send notification of each individual transaction. **The Accountholder is hereby informed that he or she has the right to receive individual confirmation for each securities transaction at no additional cost, and the Accountholder hereby waives that right and authorizes the TPA to instead provide information on securities transactions in the periodic reports or statements for the period involved, in the form regularly used by the TPA for such purposes.**

You are solely responsible for maintaining the security of any login credentials that you select or that are issued to you, such as user IDs, passwords or PINs and other security features. The TPA and Custodian have no liability to you or any other person if someone else learns and uses any such login credentials. It is also your responsibility to carefully review each periodic statement and to promptly notify the TPA of any disputed items, errors, omissions, unauthorized transactions or other problems appearing on the statement. Neither the TPA nor the Custodian shall have any liability to you or any other person for any losses or damages you may incur as a result of your failure to promptly review any statement and to notify us of such problems, and each statement shall be deemed final and correct after 30 days from the statement date, unless applicable law requires a longer period.

In the event of a security breach or incident involving unauthorized access to the HSA account (a "Breach"), the TPA and Custodian are authorized, in addition to providing any notifications to the Accountholder required by applicable law, to notify any third parties regarding the occurrence of the Breach as the TPA or Custodian deems necessary or appropriate in its reasonable discretion. Such third parties may include, without limitation, law enforcement agencies, financial regulators and/or the Accountholder's employer.

If you establish an HSA account in connection with your employer, the employer may request and receive from the TPA certain information relevant to the administration of employee accounts. Any such information furnished by the TPA shall be consistent with the TPA and Custodian's privacy policies.

Section 3.10 Custodian Powers.

Except as expressly provided otherwise in this Agreement, the Custodian shall have all of the powers generally conferred on custodians under the laws of the State of North Carolina. Additionally, the Custodian shall also have the power to perform any and all acts that it deems necessary or appropriate for the proper custodial servicing of your HSA. The Custodian and/or TPA may adjust the balance of your HSA as necessary to correct administrative errors, including improperly allocated contributions, distributions, earnings or losses. In the event a check or other instrument is returned for insufficient funds, any corresponding contributions to your HSA are also subject to adjustment by the Custodian.

Section 3.11 Beneficiary(ies).

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

your HSA. If you do not designate a death beneficiary, or if all of your primary and contingent death beneficiary(ies) predecease you, your estate will be the death beneficiary.

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

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

Section 3.12 Distributions.

All requests for distributions or direct transfer to another HSA shall be made via electronic transfer, Debit Card, or on a form made available through the TPA and acceptable to the Custodian and TPA. Other methods of requesting distributions may be made available to you from time to time. No distributions of in-kind transfers shall be permitted, except at the Custodian's discretion. The Social Security Number or tax identification number of the recipient must be provided to the TPA before it is obligated to make a distribution. Distributions shall be subject to all applicable tax and other laws and regulations, including possible early distribution penalties or surrender charges and withholding requirements.

You agree not to withdraw or attempt to withdraw amounts in excess of the balance of the HSA. In the event that an overdraft occurs, you will immediately contribute an amount to the HSA equal to the amount of the overdraft and any outstanding fees assessed against the HSA, including any overdraft fees. Such contributions made by you to the HSA shall be applied, first, to any outstanding fees (including overdraft fees) payable to the Custodian and/or the TPA, and second, to the negative balance of the HSA. Until you contribute the necessary funds to have the account become positive, all account activity shall be suspended. If after ninety (90) days you have not contributed the above required amounts, then you agree to be subject to any and all collection actions needed to recover such amounts and the account shall be closed. If we must collect any amounts you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorneys' fees, to the extent permitted by law.

The Custodian may allow the return of mistaken distributions provided there is clear and convincing evidence that the amount(s) distributed from the HSA was because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, the Custodian shall have the ability to rely on your representation that the distribution was, in fact, a mistake. The Custodian may not permit return of mistaken distributions that relate to a calendar year after December 31st of that year.

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

Section 3.13 Abandoned HSAs.

Your HSA may be considered abandoned when there is no owner-generated activity (including, but not limited to, deposits, withdrawals, letters, phone calls or address changes), for an extended period of time.

In the event that the Custodian or TPA determines that your HSA has been abandoned, it may close your account and issue a check to your last known address. Funds in abandoned HSAs may also be “escheated” (transferred) to the state of your residence if your HSA is deemed abandoned. We will attempt to contact you before turning over funds to a state. Once the funds are transferred, you may be able to recover the funds from the state. You agree that we are not responsible for any funds that are escheated to a state.

If your HSA balance is zero for twelve (12) or more consecutive months (as determined by the Designated Representative) we reserve the right to cancel your Debit Cards, if any, and close your HSA without notifying you.

ARTICLE 4 ADDITIONAL LEGAL TERMS AND CONDITIONS.

Section 4.01 Termination of Agreement, Resignation, or Removal of the Custodian or TPA.

You may terminate this Agreement at any time by giving thirty (30) days’ prior written notice to the TPA; provided, however that termination of the account shall be effective only after any HSA payroll deductions and, if applicable, employer contributions are also terminated.

If this Agreement is terminated by you, the Custodian may charge to your HSA an amount of money necessary to cover any associated costs pertaining to terminating this Agreement. If you appoint a successor custodian or trustee that is authorized to act as such under the Code, then as soon as practicable following receipt of written notice of such appointment, the Custodian and TPA shall transfer all assets and appropriate records of the account to the successor custodian or trustee. The Custodian or TPA may, however, retain a portion of the assets of the account as a reserve for the payment of anticipated remaining fees and expenses, and shall pay over any remainder of this reserve to the successor custodian or trustee upon satisfaction of such fees and expenses.

The TPA or Custodian may resign and close your HSA for any reason or no reason, effective thirty (30) days after it provides written notice of its resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another financial organization. In some cases, and in its sole discretion, the Custodian may permit you to reinstate your HSA. If you do not reinstate your HSA or complete a transfer of your HSA within thirty (30) days from the date the Custodian mails the notice to you, the Custodian has the right to transfer your HSA assets to a qualified successor HSA custodian or trustee that it chooses in its sole discretion, or it may pay your HSA to you in a single sum.

Upon receipt of notice of the TPA’s resignation, you must make arrangements with the Custodian to appoint a new TPA. If the Custodian does not choose to assume the responsibilities of the TPA or appoint a new TPA acceptable to you, then the Custodian may resign.

The Custodian and TPA shall not be liable for any actions or failures to act on the part of any successor custodian or trustee or TPA, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this section. Once the Custodian and TPA have transferred the assets and records of your HSA, they shall be relieved of all liability with respect to the HSA.

Section 4.02 Successor Trustee or Custodian.

If the Custodian changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if the entire organization (or any portion which includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of your HSA, but only if it is the type of organization authorized to serve as an HSA trustee or custodian. If the organization is not the type of organization authorized by law to serve as an HSA trustee or custodian, then you must make arrangements to transfer your HSA to another financial

organization. If you do not complete a transfer of your HSA within thirty (30) days from the date the Custodian mails the notice to you, the Custodian has the right to transfer your HSA assets to a successor HSA custodian or trustee that it chooses in its sole discretion, or it may pay your HSA to you in a single sum.

Section 4.03 Amendments.

The Custodian and TPA have the right to amend this Agreement at any time. Any amendment made to comply with federal or state law does not require your consent. You will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, you notify the TPA in writing that you do not consent. Amendments shall specifically include restatements of this Agreement in its entirety.

Section 4.04 What Law Applies.

This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the laws of the State of North Carolina shall govern. If any part of this Agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

Section 4.05 Arbitration.

MUTUAL ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless You choose to opt out of mutual arbitration in the manner and time specified below, You and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

Requirement to Arbitrate. Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the Account, this Bank Services Agreement, any transaction conducted with us in connection with the Account or this Bank Services Agreement, or any aspect of our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity,

and includes claims for money damages and injunctive or declaratory relief. “Claim” also includes disputes concerning the use or disclosure of information about You or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

Special Definition of “We,” “Us,” “Our,” and “Parties.” Solely for purposes of this Mutual Arbitration Agreement, the terms “Truist,” “we,” “us,” “our,” and “Parties,” in addition to the meanings set forth in this Bank Services Agreement, also refer to Truist Bank and its employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The “Parties” refers to both You and Truist. “We,” “us,” “our,” and “Parties” also apply to third parties if You or Truist assert a Claim against such third parties in connection with a Claim You assert against us or Truist asserts against You.

Excluded Claims and Proceedings. Notwithstanding the foregoing, “Claim” does not include any individual action brought by You or us in small claims court or Your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court or the matter is not brought on an individual basis (i.e., a class, consolidated, collective, or representative basis). In addition, nothing in this Mutual Arbitration Agreement prevents You or us from exercising of any self-help rights, including set-off as described in the Bank Services Agreement section titled “Right of Setoff.” Any individual action in court by You or us that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind does not constitute a “Claim” that must be arbitrated. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement. Moreover, the term “Claim” also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled “Pre-Arbitration Dispute Resolution” or “Class, Consolidated, Collective, and/or Representative Action Waiver,” including whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

Federal Arbitration Act. Notwithstanding any choice of law or other provision in this Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

Class, Consolidated, Collective, and/or Representative Action Waiver. The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration. The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent You or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class,

consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

Arbitration Procedures.

a) **Pre-Arbitration Dispute Resolution:** The Parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration (“Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain the claimant’s name, telephone number, mailing address, and e-mail address, the Account number of any Account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party's counsel may participate in the conference, but both You and a Truist representative must personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential Account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating party’s Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If You are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked “Notice of Pre-Arbitration Dispute” and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

b) After completion of the informal dispute resolution conference, if the Claim remains unresolved, either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted and the factual basis of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys’ fees shall not count toward the calculation of the amount in controversy unless

such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: Arbitration Election, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for You in our files.

c) Any arbitration hearing must take place in a venue reasonably convenient to You. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved - to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

d) The arbitration will be administered by JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, www.jamsadr.com, 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

e) In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs unless otherwise provided by the rules of the administrator. Truist shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator's fees and room rental; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (3) the arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) except as provided in the Class, Consolidated, Collective, and/or Representative

Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law under the circumstances (including statutory awards of attorneys' and expert witness fees and punitive damages) but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (8) either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (9) under no circumstances is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

f) A single arbitrator will be selected in accordance with the rules of the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

Survival and Severability. This Mutual Arbitration Agreement shall survive the closing of Your Account and the termination of any relationship between us, including the termination of this Bank Services Agreement. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the 5 arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the Party taking the appeal subject to a reallocation of the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the Parties to this agreement.

Right to Opt Out (New Accounts) – Please Read. You may opt out of this Mutual Arbitration Agreement within thirty (30) days of opening Your Account. In order to opt out, You, and only You personally, must notify Truist of Your intention to opt out by submitting to Truist, via certified mail or by overnight carrier

mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You, and not any attorney, agent, or other representative of Yours and include Your name, address, Account name, and Account number. In order to be effective, Your opt out notice must be received by Truist within thirty (30) days of opening Your Account. This is the sole and only method by which You can opt out of this Mutual Arbitration Agreement and any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your opt out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than You. Your opt out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Truist does not receive proper notice of a timely opt out, You are agreeing to the terms of this Mutual Arbitration Agreement.

a) You may only opt out on behalf of Yourself. A written notice submitted to Truist indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other individuals.

b) Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes that might arise under any other Account or agreement with Truist that contains an arbitration provision to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other Account or agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

Impact on Pending Litigation. This Mutual Arbitration Agreement shall not affect Your existing rights with respect to any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of this Mutual Arbitration Agreement. However, if on such date You were bound by an existing arbitration agreement with Truist then that agreement shall continue to apply.

Right to Consult with an Attorney. You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

Section 4.06 Disclaimers.

The HSA established by this Agreement is intended not to constitute an “employee welfare benefit plan” or an “employee pension benefit plan” as defined by ERISA. Regardless of the status of the HSA under ERISA, neither the Custodian nor the TPA is an “employer” or “plan sponsor” of the HSA or of any arrangement or plan of which the HSA is a part. We expressly disclaim responsibility for ERISA’s participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to your HSA, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. If and to the extent that the HSA is deemed to be part of an arrangement or plan subject to ERISA, including any determination that the HSA is subject to ERISA’s continuation coverage requirements, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or on such later date, as we deem appropriate.

We will maintain all confidential information in accordance with all applicable banking laws and regulations. The HSA established by this Agreement, however, is not intended to be a “health plan” as

defined by final regulations interpreting the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Regardless of the status of the HSA under HIPAA Privacy Rules, we are not a “plan administrator” or “plan sponsor.” We expressly disclaim responsibility for the duties imposed upon “covered entities” under HIPAA Privacy Rules, except as may be agreed upon pursuant to a business associate agreement between us and a covered entity or any third party subject to the HIPAA Privacy Rules. If and to the extent that we are determined to be responsible for HIPAA compliance beyond the duties assumed pursuant to a business associate agreement, this Agreement may be amended or terminated at our sole discretion as of the effective date of such determination or such later date, as we deem appropriate.

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

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

Section 4.07 Force Majeure

We will be released without any liability on our part from the performance of our obligations hereunder to the extent our performance is prevented by the event of Force Majeure. Force Majeure will mean any event or condition not reasonably within our control which prevents in whole or in part the performance by us of our obligations hereunder or which renders the performance of such obligations so difficult and costly as to make such performance commercially unreasonable. We shall not be liable for failure to perform or delay in performance of any of our obligations under this agreement to the extent that such failure or delay results from any act of God, including but not limited to blizzard, flood, tornado, or any other adverse weather conditions; military operation; terrorist attack; widespread and prolonged loss of use of the internet or the world wide web; national emergency; civil commotion; the order of any government agency or acting government authority; or any other cause beyond our reasonable control whether similar or dissimilar the for the foregoing causes.

Section 4.08 Miscellaneous.

We can choose not to exercise or to delay enforcement of any of our rights under the Agreement without compromising them. Each party’s rights and obligations under this Agreement will be binding upon its heirs, executors, legal representatives, successors and permitted assigns. If any provision of the Agreement is held invalid or unenforceable, all other provisions of the Agreement shall remain in full force and effect.

ARTICLE 5 SWEEP INVESTMENT SUB-ACCOUNT TERMS AND CONDITIONS.

Section 5.01 Opening a Sweep Investment Sub-Account.

Your HSA includes the option of setting up automatic sweeps of excess funds into various mutual fund investments. To do this, you must open a Sweep Investment Sub-Account, which you may do at www.TruistHSAPFlex.com/. We generally require that you maintain a minimum cash balance of \$2,000 (the standard “HSA Investment Threshold Amount”) before you may invest excess funds above that amount in the menu of available mutual funds. If you wish, you may enter instructions online to change this HSA Investment Threshold Amount to any figure that is higher, but not lower, than the standard \$2,000. Also, since mutual fund investments require a minimum investment of \$100, this means that your cash balance must exceed the HSA Investment Threshold amount by at least \$100 before you can invest. Thus, at the standard threshold of \$2,000, your Cash Account must contain at least \$2,100 before the excess will be

swept to your Sweep Investment Sub-Account. To illustrate, if your cash balance is \$2,500 with a standard HSA Investment Threshold Amount of \$2,000, the excess of \$500 will be swept to your Sweep Investment Sub-Account. The automatic sweeps will occur on each business day when your cash balance exceeds your HSA Investment Threshold Amount by \$100 or more and you have no pending transactions.

Your HSA must be in good standing and remain in good standing to open and maintain a Sweep Investment Sub-Account. To the extent necessary to comply with applicable law, regulations or regulatory directives, the TPA reserves the right to (i) refuse to open a Sweep Investment Sub-Account for any Accountholder, or (ii) once open, close the Sweep Investment Sub-Account.

Any non-deposit investment products, i.e., mutual funds, that you purchase using funds in your Sweep Investment Sub-Account are not FDIC-insured; are not a deposit or other obligation of the Custodian; are not guaranteed by the Custodian, any of its affiliates including the TPA, or your employer; and are subject to investment risk and may lose value, including the possible loss of the principal amount invested and any investment gains.

Section 5.02 Available Mutual Funds.

If you open a Sweep Investment Sub-Account, you may invest in one or more mutual funds, as you direct by entering instructions online, from a set menu of funds that is made available for this HSA. Please visit www.TruistHSABFlex.com for more information regarding the current fund options that are available. You may also find prospectuses for the funds at our website. The fund options available to you will not be selected for or tailored to your individual circumstances. We do not suggest or guarantee that all the fund options available to you through the Sweep Investment Sub-Account are appropriate for your account. The availability of fund options for investment is not intended to be a recommendation to invest or hold any of these funds or securities in your Account.

Section 5.03 Investment Sub-Account Sweeps.

If you open a Sweep Investment Sub-Account, funds in excess of the HSA Investment Threshold Amount will be automatically swept into the Sweep Investment Sub-Account and allocated for investment to one or more mutual funds in the percentages that you specify. You may change prospectively the percentages of swept funds that are allocated to your mutual fund investments at any time, for amounts to be swept into the Sweep Investment Sub-Account after the change.

You may not deposit cash directly into the Sweep Investment Sub-Account for investment. Instead, you may invest funds in your Sweep Investment Sub-Account only by directing that your cash balance funds in excess of the HSA Investment Threshold Amount be automatically swept into the Sub-Account and invested according to your instructions.

Any automatic transfer of funds from your HSA Cash Account into your Sweep Investment Sub-Account may not at any time reduce the balance in your Cash Account below the HSA Investment Threshold Amount then in effect.

Other than as made available to you online through our website, you hereby decline or waive the receipt of any and all confirmations of your trades in HSA investments. You may obtain immediate confirmation of any transaction in the HSA investments by either using the Print Screen function following each transaction, or by monitoring your HSA investments online.

Section 5.04 Redemption of Mutual Fund Shares Held in Sweep Investment Sub-Account.

You may redeem mutual fund shares held in your Sweep Investment Sub-Account only as described herein, by entering your instructions through the TPA's website. You may, at any time, redeem shares in mutual funds that are held in your Sweep Investment Sub-Account and reinvest the proceeds in one or more other mutual funds from the menu of funds that we make available. We do not impose fees on any such redemption and reinvestment transactions; however, trading may cause you to incur sales charges from the applicable mutual fund(s). See the mutual fund prospectus at the TPA's website for additional information regarding each fund's fees and charges. See below for more information regarding investment fees and expenses.

If the cash balance in your HSA Cash Account at any time drops below the HSA Investment Threshold Amount because of distributions made from the Account, mutual fund shares in the Sweep Investment Sub-Account will be automatically liquidated from each such mutual fund on a pro rata basis according to its relative value in your portfolio and the proceeds transferred to restore the HSA Cash Account balance to at least the HSA Investment Threshold Amount. A \$100 minimum transfer amount is required. Also, if you give us online instructions to make a distribution from your HSA which, at the time the transaction is processed, exceeds the cash balance in your HSA, but does not exceed your total available balance including the value of your mutual fund investments, mutual fund shares in the Sweep Investment Sub-Account will be automatically liquidated from each such mutual fund on a pro rata basis according to its relative value in your portfolio and the proceeds transferred to cover the shortfall and then restore the cash balance to at least the HSA Investment Threshold Amount. A \$100 minimum transfer amount also will be required in this event. If the liquidation of all of your investments is insufficient to restore your cash balance to the HSA Investment Threshold Amount, then no further automatic investment sweeps will occur until you make additional HSA contributions sufficient to bring the cash balance above the threshold amount by at least \$100. In the event that you attempt to make a distribution that, as of the time the transaction is processed, exceeds your total available balance including your cash balance plus the value of all of your mutual fund investments, the transaction normally will be declined.

Section 5.05 Daily Cutoff Hour for Receipt of Instructions.

You must complete all investment transactions, including all communications and instructions, through your HSA website account. You may use your HSA website account to place orders for the purchase and sale of mutual funds or other investments we make available. You hereby authorize and direct us to accept such investment instructions from your HSA website account, to pay for mutual fund share purchases from your HSA, and to transfer proceeds from the sale of mutual fund shares to your Cash Account. Investment instructions that require the movement of cash to or from your Cash Account, which includes auto-investment transfers or one-time transfers, will be processed the Business Day following the Business Day investment instructions are submitted on your HSA website account. Investment instructions that do not require the movement of cash to or from your Cash Account, (such as investment election changes, realigning your portfolio or scheduling an automatic realignment of your portfolio) will be processed on the same Business Day if received prior to Close of Market. Any instructions received after Close of Market, will be processed within one (1) Business Day from receipt of complete and accurate Instructions. Your investment instructions received will be delayed one (1) Business Day if there are pending auto-investment transfers or one-time transfers. It is your responsibility to determine market holidays and when there is an early market closing, which would cause your investment instructions to be processed on the following Business Day.

Section 5.06 Mutual Fund Distributions.

Any distributions (dividends or capital gains) by any mutual fund held in your Sweep Investment Sub-Account will be automatically reinvested in additional shares of the same fund. Distributions will not be made in any other manner.

Section 5.07 Your Responsibility to Direct Investments.

You have exclusive responsibility for and control over the investment of the assets in your Sweep Investment Sub-Account, subject to the fund options we offer for your HSA. Neither the Custodian nor the TPA shall have discretion to direct any investment in your HSA. Neither the Custodian nor the TPA assumes any responsibility for rendering investment advice with respect to your HSA, nor will the Custodian or the TPA offer any opinion or judgment to you on matters concerning the value or suitability of any investment or proposed investment for your HSA. In the absence of instructions from you delivered electronically to the TPA in an approved form, or if your instructions are not otherwise in a form acceptable to us or are in any manner incomplete or unclear, the TPA and Custodian shall have the right to hold any applicable funds in an interest-bearing investment fund (the "Default Fund"). The Default Fund will be available in your Sweep Investment Sub-Account, and the TPA and Custodian shall have no responsibility to invest these amounts in anything other than the Default Fund unless and until otherwise properly directed by you. We reserve the right to designate one or more new Default Funds, and/or to change the Default Fund, from time to time.

Section 5.08 Electronic Transmission of Documents.

Your investments through the Sweep Investment Sub-Account constitute the purchase of interests in securities. As a holder of interests in securities, you may be entitled to receive certain documents such as prospectuses and proxies. You agree that any securities-related documents required to be sent to you will be transmitted electronically. If you become unable to access these documents electronically, you must promptly contact the TPA. At that time, you will be given the option to terminate your account (and, if you choose, to transfer it to another HSA custodian or trustee), or to liquidate your investments in the mutual fund options so as to hold your HSA assets entirely in the cash portion of the Account.

Section 5.09 Investment Sub-Account Custodian.

HSA investments in the Sweep-Investment Sub-Account or Brokerage Sub-Account will be held in an account at Charles Schwab Trust Bank, a registered broker-dealer, for the benefit of all Custodian's HSA owners. All orders entered as a result of your investment directions will be executed by Charles Schwab Trust Bank, subject to the terms of their Custodial Agreement, these Terms and Conditions, and the applicable prospectus. Investment recordkeeping services will be provided by Healthcare Bank, a third party service provider to WEX, or any other successor third party service providers designated by the Custodian.

Section 5.10 Investment Fees, Expenses, Dividends and Rights.

Some mutual funds may charge various types of fees which may reduce your investment returns. Such fees will be disclosed in the prospectus for each fund. In some cases, the TPA and/or Custodian may receive compensation in the form of a portion of such fees. Some mutual funds may charge a redemption fee when they are sold. Any redemption fee will be charged to your Sweep Investment Sub-Account and you cannot reimburse your HSA for redemption fees. The mutual fund prospectus will disclose whether redemption fees apply.

All conversion, subscription, voting and other rights pertaining to any securities held in your HSA, if applicable, will be exercised on your behalf. During the term of this Agreement, you hereby irrevocably grant, assign and transfer to us any and all voting rights in the shares of any and all HSA investments of your HSA. You affirm that such irrevocable assignment shall not be construed to confer any fiduciary status upon us and may under no circumstances be revoked. You further agree that we will not be liable for any act or failure to act in connection with the voting rights assigned herein and that we may, at our sole discretion, take any action or no action as deemed necessary and appropriate by us or as permitted by applicable statute, rule or regulation.

Some mutual funds pay dividends or interest. Dividends and interest will be reinvested in the same mutual funds that pay them. The prospectus for each fund will provide more information. We will allocate certain fees we receive from mutual funds for shareholder and recordkeeping services (“12b-1 and Sub-Transfer Agent Account fees”) to your Sweep Investment Sub-Account based on your holdings in each fund. The 12b-1 and Sub-Transfer Agent Account fees are calculated at the end of each calendar quarter and received within thirty (30) days thereafter. Your share of the 12b-1 and Sub-Transfer Agent Account fees, if any, will be allocated to your Investment Account within five (5) Business Days after receipt as additional earnings.

Subject to change in accordance with the terms of this Agreement, a custodial management fee will be deducted from your Sweep Investment Sub-Account equal to one-sixteenth of one percent (.0625%) per quarter or equal to an annual fee of one-quarter of one percent (.25%) on balances invested in mutual funds in your Sweep Investment Sub-Account. The 12b-1 and Sub-Transfer Agent Account fees are described in the prospectus or other disclosure materials made available to you through our website.

Section 5.11 Closure of the Sweep Investment Sub-Account.

The TPA or the Custodian may liquidate investments in the Sweep Investment Sub-Account and close the Sweep Investment Sub-Account if the average daily closing value of the assets in the Sweep Investment Sub-Account falls below \$100 over any thirty (30) day period.

Section 5.12 Additional Terms and Conditions; Amendments to Sweep Investment Sub-Account Terms and Conditions; Changes in Fund Offerings.

In addition to these Terms and Conditions and other provisions of this Agreement, your Sweep Investment Sub-Account may be subject to additional terms and conditions from time to time which will be communicated to you and may require your consent. The Custodian or the TPA may amend these Terms and Conditions and other provisions of this Agreement relating to investments at any time, including retroactively, to comply with the requirements of applicable law. The TPA will provide written notice to you of any such amendment. Any other amendments require your consent, by action or no action, and will be preceded by written notice to you. Such amendments may include, but are not limited to, amending the menu of available mutual funds by adding new mutual funds, removing mutual funds or replacing mutual funds with others, or by raising or lowering the standard HSA Investment Threshold Amount. In certain cases, such as where a mutual fund is removed from the menu of available funds, or one mutual fund is replaced with another, you will be given reasonable advance notice and time to move any funds you have invested in those mutual funds to other mutual funds or to liquidate all of your mutual fund investments. If a mutual fund is eliminated as an HSA investment option and you do not instruct us to redirect your current investment balance, you hereby authorize and direct us to liquidate your HSA funds invested in the eliminated mutual fund and transfer those funds to the Default Fund. If you have also not redirected your investment allocation as it related to future contributions, future contributions that would have been allocated to the eliminated mutual fund will instead be invested in the Default Fund. Unless otherwise required by applicable law, by continuing to maintain your HSA Sweep Investment Sub-Account after we

send you notice of any type of amendment described above, you are deemed to automatically consent to the amendment, which means that your written approval is not required for the amendment to apply.

ARTICLE 6 BROKERAGE SUB-ACCOUNT TERMS AND CONDITIONS.

Section 6.01 Opening a Brokerage Sub-Account.

In order to open a Brokerage Sub-Account (sometimes referred to as “Health Savings Brokerage Accounts (HSBA)”), the Accountholder will be required to have a balance in the Investment Sub-Account that meets or exceeds the HSA Investment Threshold Amount and enter into a separate agreement (the “Brokerage Agreement”) with the Brokerage Sub-Account broker (the “Broker”). Thus, at the standard threshold of \$2,000, your Cash Account must contain at least \$2,000 and a balance must be present in your Investment Sub-Account before you can open a Brokerage Sub-Account.

Your HSA must be in good standing and remain in good standing to open and maintain a Brokerage Sub-Account. To the extent necessary to comply with applicable law, regulations or regulatory directives, the TPA reserves the right to (i) refuse to open a Brokerage Sub-Account for any Accountholder, or (ii) once open, direct the Broker to close the Brokerage Sub-Account.

Section 6.02 Brokerage Sub-Account Investment Options.

The Brokerage Sub-Account will permit the Accountholder to direct the investment of the account within many investment choices available to the Brokerage Sub-Account. (The Sweep Investment Sub-Account’s auto-investment feature does not apply to the Brokerage Sub-Account, and investments within the Brokerage Sub-Account will not be liquidated if you have a negative balance in your Cash Account.) You are responsible for buying and selling investments within the Brokerage Sub-Account and/or making additional cash deposits to keep your Cash Account at the \$2,000 minimum threshold. The TPA or the Custodian may instruct the Broker to liquidate investments in the Brokerage Sub-Account only if the Brokerage Sub-Account is closed, deemed to be abandoned under applicable state law, subject to levies or garnishments, upon the Accountholder’s death, or pursuant to Section 6.03 of these Brokerage Sub-Account Terms and Conditions. The Accountholder agrees that the TPA and/or Custodian is not responsible for the selection or monitoring of investments in the Brokerage Sub-Account, determining the suitability of investments, or the fee disclosure obligations of the Broker. The Accountholder is responsible for complying with all laws and employer policies regarding insider trading. IF THE ACCOUNTHOLDER OR A FAMILY MEMBER ARE ASSOCIATED WITH A FINANCIAL INDUSTRY REGULATORY AUTHORITY (“FINRA”) OR EXCHANGE MEMBER FIRM, THE ACCOUNTHOLDER AGREES TO NOTIFY HIS OR HER EMPLOYER BEFORE OPENING A BROKERAGE ACCOUNT AND OBTAIN ANY REQUIRED AUTHORIZATIONS. The Accountholder agrees to work with the Broker as applicable regarding any investment restrictions and duplicate copies of trade confirmations and statements. The TPA and/or Custodian does not monitor the Accountholder’s investments and is not responsible for compliance with FINRA Rule 3210 or similar state or federal restrictions on insider trading.

Section 6.03 Closure of the Brokerage Sub-Account.

The TPA or the Custodian may instruct the Broker to liquidate investments in the Brokerage Sub-Account and to close the Brokerage Sub-Account if the average daily closing value of the assets in the Brokerage Sub-Account falls below \$100 over any thirty (30) day period.

Section 6.04 Additional Terms and Conditions; Amendments to Brokerage Sub-Account Terms and Conditions.

In addition to these Terms and Conditions and other provisions of this Agreement, your Brokerage Sub-Account will be subject to the terms of the Brokerage Agreement and may be subject to additional terms and conditions from time to time which will be communicated to you and may require your consent. The Custodian or the TPA may amend these Terms and Conditions and other provisions of this Agreement relating to investments at any time, including retroactively, to comply with the requirements of applicable law. The TPA will provide written notice to you of any such amendment. Any other amendments require your consent, by action or no action, and will be preceded by written notice to you. Such amendments may include, but are not limited to, raising or lowering the standard HSA Investment Threshold Amount. Unless otherwise required by applicable law, by continuing to maintain your Brokerage Sub-Account after we send you notice of any type of amendment described above, you are deemed to automatically consent to the amendment, which means that your written approval is not required for the amendment to apply.

DISCLOSURE STATEMENT

ARTICLE 1 CONTRIBUTION REQUIREMENTS OF AN HSA.

Section 1.01 Cash Contributions.

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

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

Rollover or transfer contributions from an HSA, Individual Retirement Account, or an Archer Medical Savings Account ("Archer MSA"), as defined in Code Section 220(d) (Archer MSA) are permitted subject to applicable rules.

Regular or annual HSA contributions must be in cash, which may include a check, money order, ACH or wire transfer. It is within the Custodian's discretion to accept in-kind contributions for rollovers or transfers.

Section 1.02 Maximum Contribution.

Except as provided in Section 1.05 of this Disclosure Statement, the total amount that may be contributed to your HSA for any taxable year is the sum of the limits determined separately for each month. The determination for each month is based on whether, as of the first (1st) day of such month, you are eligible to contribute and whether you have individual or family coverage under a HDHP. The maximum monthly contribution is adjusted each year for cost-of-living increases. In addition, if you have attained age fifty-five (55) before the close of the taxable year, and are not enrolled in Medicare, the contribution limit is increased on a monthly basis by an additional amount. The annual limit is decreased by aggregate contributions to another HSA or to an Archer MSA. 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.

Section 1.03 Responsibility for Contribution Caps.

It is the Accountholder's responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA, or any combination of your HSAs, exceed the maximum annual contribution limit, the Accountholder shall remove the excess contributions. It is the Accountholder's responsibility to timely request the withdrawal of the excess contribution and any net income attributable to such excess contribution. Regardless of which year excess contributions were made, a withdrawal of excess contributions will be reported as having occurred in the tax year of such withdrawal.

Section 1.04 Contribution Eligibility.

You are an eligible individual for any month if you (i) are covered under an HDHP on the first day of such month; (ii) are not also covered by any other health plan that is not an HDHP and that provides coverage for any benefit covered under the HDHP (with limited exceptions such as a Limited Purpose Health Flexible Spending Account); (iii) are not enrolled in Medicare; and (iv) are not claimed as a dependent on another person's tax return.

In general, an HDHP is a health plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses, as adjusted for inflation.

Section 1.05 HSAs Established Mid-Year.

If you are an eligible individual during the last month of the taxable year, you will be treated (i) as having been an eligible individual during each of the months in such taxable year, and (ii) as having been enrolled, during each of the months you are treated as an eligible individual solely by reason of item (i) above, in the same high deductible health plan in which you are enrolled for the last month of such taxable year. Under these circumstances, and subject to the requirement that you remain an eligible individual during the testing period, you may contribute the maximum amount to your HSA as though you were an eligible individual throughout the entire taxable year. The “testing period” means the period beginning with the last month of the taxable year referred to above and ending on the last day of the twelfth (12th) month following such month.

If at any time during the testing period you cease to be an eligible individual, then your gross income in the taxable year in which you cease to be an eligible individual will be increased by the amount of all contributions to your HSA which could not have been made but for the rule above in this Section, and you may be required to pay a penalty tax equal to twenty percent (20%) of the amount of such increase. These amounts will not be included in gross income or subject to the twenty percent (20%) penalty tax if you cease to be an eligible individual because of death or because you become disabled (within the meaning of Section 72(m) of the Code).

Section 1.06 Nonforfeitable.

Your interest in your HSA is nonforfeitable.

Notwithstanding the foregoing, if your employer contributes to your HSA, your employer may recoup those contributions in limited circumstances.

Section 1.07 Eligible Custodians.

The custodian of your HSA must be a bank, savings and loan association, credit union, or a person approved by the IRS.

Section 1.08 Commingling Assets.

The assets of your HSA cannot be commingled with other property, except in a common trust fund or common investment fund.

Section 1.09 Life Insurance.

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

ARTICLE 2 DISTRIBUTIONS UPON DEATH.

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

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

2. If the beneficiary is not the Accountholder's spouse, the HSA shall cease to be an HSA as of the date of death. The fair market value of the account is taxable to the non-spouse primary beneficiary in the tax year that includes such date.
3. If there is no designated beneficiary, then the fair market value of the account shall become distributable to the Accountholder's estate. If the beneficiary is the Accountholder's estate or if there is no beneficiary, the fair market value of the account as of the date of death is taxable on the Accountholder's final personal income tax return.

Certain factors may reduce the taxable value to either the estate or other beneficiaries.

ARTICLE 3 INCOME TAX CONSEQUENCES OF ESTABLISHING AN HSA.

Section 3.01 Tax Treatment of HSA Contributions.

If you are eligible to contribute to an HSA for any month during the taxable year, amounts contributed to your HSA are deductible in determining adjusted gross income up to the maximum contribution limits discussed above. The deduction is allowed regardless of whether you itemize deductions. Employer contributions to your HSA are excludable from your gross income and you cannot deduct such amounts on your tax return as HSA contributions.

Section 3.02 Tax-Deferred Earnings.

The investment earnings of your HSA are not subject to federal income tax until distributions are made (or, in certain instances, when distributions are deemed to be made).

Section 3.03 Taxation of Distributions.

Distributions of funds from the HSA may be made upon your direction. The taxation of HSA distributions depends on whether the distribution is for a Qualified Medical Expense. Generally, distributions paid due to Qualified Medical Expenses are excluded from your gross income. Distributions made for purposes other than Qualified Medical Expenses are included in your gross income and are subject to an additional twenty percent (20%) tax on the includable amount. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses.

Only the Accountholder is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

Section 3.04 Rollovers and Transfers.

Your HSA may be rolled over to another HSA of yours, or may receive rollover contributions, provided that all of the applicable rollover rules are followed. Rollover is a term used to describe a tax free movement of cash or other property between any of your HSAs or other tax favored accounts. The rollover rules are generally summarized below. These transactions are often complex. If you have any questions regarding a rollover, please consult your tax advisor.

Funds distributed from your HSA may be rolled over to another HSA that you own if the requirements of Code Section 223(f)(5) are met. A proper HSA to HSA rollover is completed if all or part of the distribution is rolled over not later than sixty (60) days after the distribution is received. You may not have completed another HSA to HSA rollover from the distributing HSA during the twelve (12) months preceding the date you received the distribution. Further, you may roll over the same dollars or assets only once every twelve (12) months. Finally, current IRS-published guidance indicates that you may make only one rollover

contribution to an HSA during a one (1) year period. Funds distributed from your Archer MSA may be rolled over to your HSA. A proper MSA to HSA rollover is completed if all or part of the distribution is rolled over not later than sixty (60) days after the distribution is received. Rollovers from an IRA to an HSA are also permitted subject to the requirements and limitation under applicable law and IRS guidance.

At the time you make a proper rollover to an HSA, you must designate to the TPA, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

Section 3.05 Carryback Contributions.

A contribution is deemed to have been made on the last day of the preceding taxable year if you make a contribution by the deadline for filing your income tax return (not including extensions), and you designate that contribution as a contribution for the preceding taxable year. For example, if you are a calendar year taxpayer and you make your HSA contribution on or before April 15th, your contribution is considered to have been made for the previous tax year if you designated it as such.

ARTICLE 4 LIMITATIONS AND RESTRICTIONS.

Section 4.01 Deduction of Rollovers and Transfers.

A deduction is not allowed for rollover or transfer contributions.

Section 4.02 Prohibited Transactions.

If you or your death beneficiary engage in a prohibited transaction with your HSA, as described in Code Section 4975, your HSA will lose its tax-exempt status and you must include the value of your account in your gross income for that taxable year and pay all applicable taxes and penalties.

Section 4.03 Pledging.

If you 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 and may be subject to the additional twenty percent (20%) tax.

ARTICLE 5 FEDERAL TAX PENALTIES.

Section 5.01 Twenty Percent (20%) Penalty.

If you receive a distribution that is included in your gross income, you are subject to an additional tax of twenty percent (20%). This additional twenty percent (20%) tax will apply unless a distribution is made on account of (i) attainment of age sixty-five (65) (or, if different, the age specified under Section 1811 of the Social Security Act), (ii) death, or (iii) disability.

Section 5.02 Excess Contribution Penalty.

An excise tax of six percent (6%) is imposed upon any excess contribution you make to your HSA. This tax will apply each year in which an excess remains in your HSA. An excess contribution is any contribution amount which exceeds your contribution limit, excluding rollover and direct transfer amounts.

ARTICLE 6 GOVERNANCE.

Notwithstanding any other article that may be added or incorporated in this Agreement, the provisions of this Disclosure Statement and this sentence are controlling. Any additional article in this Agreement that is inconsistent with section 223 or IRS published guidance will be void.

ARTICLE 7 IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AND MAINTAINING YOUR ACCOUNT.

The Accountholder agrees to provide the TPA (and Custodian, if Custodian requests) with information necessary to prepare any reports or returns required by the IRS. The Custodian (or TPA) agrees to prepare and submit any report or return as prescribe by the IRS.

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

DESIGNATION OF REPRESENTATIVE ACCOUNTHOLDER

ARTICLE 1

The HSA Accountholder hereby appoints, designates, and authorizes McGriff Insurance Services, LLC (i.e. “TPA”) to serve as its Designated Representative and HSA Administrator. The TPA hereby accepts the appointment by the Accountholder, subject to the terms and conditions set forth below.

Section 1.01 Designated Representative.

In its role as Designated Representative, the TPA will serve as primary liaison between the Accountholder and Custodian. The TPA will not provide any services to the Accountholder or the Accountholder’s HSA as a fiduciary under Section 3(21) of ERISA, under any comparable and applicable provisions of state or local law, or under the Investment Advisor’s Act of 1940.

Section 1.02 Investments.

All investment transactions, including all communications and instructions, must be completed by the Accountholder as described in the Custodial Agreement, through the TPA’s website or as otherwise specified by the TPA. The Accountholder agrees that the TPA is not an agent of the Custodian except with respect to HSA contributions transmitted from the TPA to the Custodian.

Section 1.03 HSA Administrator.

In its role as HSA Administrator, the TPA will assume recordkeeping and nondiscretionary administrative duties on behalf of the Custodian, for the benefit of both the Custodian and the Accountholder. The TPA will not provide any services to an Accountholder or an Accountholder’s HSA as a fiduciary under Section 3(21) of ERISA, under any comparable and applicable provisions of state or local law, or under the Investment Advisor’s Act of 1940. The TPA agrees to assume the following specific duties and responsibilities:

- (A) Receive and forward contributions from the Accountholder and Accountholder’s employer, if applicable.
- (B) Receive and transmit investment instructions and other information to the Custodian.
- (C) Pay distributions to or for the benefit of the Accountholder.
- (D) Maintain all necessary information to prepare required returns, reports, or other documents to the applicable taxing authorities, including IRS Forms 5498-SA and 1099-SA, or for the Custodian to prepare such reports.
- (E) Provide access to the Accountholder to permit the Accountholder to initiate transactions and access information on HSA balances and investments.
- (F) Forward requests to the appropriate mutual fund provider if necessary for prospectuses, financial statements, reports, or any other material related to mutual funds to the extent such information is not made available electronically through the TPA’s website, or otherwise.
- (G) Produce electronic account information to the Accountholder electronically, or by paper if requested by the Accountholder, showing the assets of the HSA and records of contributions, distributions, and other transactions.
- (H) Perform other reasonable services requested by the Custodian and the Accountholder.

Section 1.04 Removal of the Designated Representative and the HSA Administrator.

The Accountholder may remove the TPA as the Designated Representative or the HSA Administrator by closing their HSA with the Custodian.

Section 1.05 Liability.

The Accountholder hereby agrees to indemnify, defend and hold the TPA and the Custodian, and any parent, subsidiary, related corporation, or affiliate of the TPA or the Custodian, including their respective directors, managers, officers, employees and agents, harmless from and against any and all loss, costs, damages, liability, expenses or claims of any nature whatsoever, including but not limited to legal expenses, court costs, legal fees, and costs of investigation, including appeals thereof, arising, directly or indirectly:

- (A) Thereof from any action that the TPA or the Custodian takes in good faith in accordance with any certificate, notice, confirmation, or instruction delivered by the Accountholder, whether electronically or otherwise. The Accountholder waives any and all claims of any nature it now has or may have against the TPA or the Custodian and its affiliates, parent company and their respective directors, managers, officers, employees, agents and other representatives, which arise, directly or indirectly, from any action that the TPA and the Custodian takes in good faith in accordance with any certificate, notice, confirmation, or instruction from the Accountholder.
- (B) Out of any loss or diminution of any mutual fund or other investment of the HSA resulting from changes in the market value; reliance, or action taken in reliance, on instructions from the Accountholder; any exercise or failure to exercise investment direction authority by the Accountholder; the TPA or the Custodian's refusal on advice of counsel to act in accordance with any investment direction by the Accountholder; any other act or failure to act by the Accountholder; any prohibited transaction due to any actions taken or not taken by the TPA or the Custodian in reliance on instructions from the Accountholder; or any other act the TPA or the Custodian takes in good faith hereunder.

Without limiting the generality of the foregoing, the Custodian shall not be liable for any losses arising from its compliance with instructions from the Accountholder or the TPA; or executing, failing to execute, failing to timely execute or for any mistake in the execution of any instructions, unless such action or inaction is by reason of the willful misconduct of the Custodian.

The Accountholder is responsible for and hereby agrees to reimburse the TPA for any fees or penalties paid by the TPA for corrected 1099-SA and/or 5498-SA forms due to an error by the Accountholder.

This provision shall survive the termination of the Custodial Agreement and Disclosure Statement.

Section 1.06 Electronic Payment Authorization.

The Accountholder authorizes electronic debit and credit entries, if applicable, to the Accountholder's designated checking or savings account. The Accountholder also authorizes adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this Agreement.

Section 1.07 Distributions.

The Accountholder authorizes the Custodian to distribute funds from the HSA on behalf of the Accountholder upon instruction through the TPA. All requests for distributions must be made via (i) use of the debit card the Accountholder received in connection with the Account, (ii) through electronic

instructions to the TPA at <https://www.TruistHSABFlex.com/> or (iii) through use of a printable distribution instruction form to be sent to the TPA that is available at the same website.

Section 1.08 Relationship of the Custodian and Designated Representative and HSA Administrator.

This provision shall survive the termination of the Custodial Agreement and Disclosure Statement. The Accountholder understands and agrees the Custodian will hold only those mutual funds or other investments agreed to by the Custodian.

The Custodian has entered into a separate contract with the TPA with respect to its roles as the Designated Representative and the HSA Administrator. Upon termination of the contract between the Custodian and the TPA, the Accountholder agrees that the Custodian may assume the responsibilities of the TPA. If the Custodian does not choose to assume the responsibilities of the TPA, the Accountholder may appoint a new Designated Representative and HSA Administrator if acceptable to the Custodian pursuant to this Agreement. If the Custodian does not choose to assume the responsibilities of the TPA and the Accountholder does not appoint a new Designated Representative and HSA Administrator acceptable to the Custodian, the Custodian may resign on the effective date of termination of the contract between the HSA Administrator and the Custodian. The Custodian is authorized to contract or make arrangements with any affiliate or third party for the provision of necessary services to the account, including but not limited to placing securities orders, settling security trades, holding securities in custody and perform related activities on behalf of the account.

Section 1.09 Amendment.

The Custodian and the TPA, upon mutual agreement, have the right to amend this Agreement at any time. Any amendment made to comply with federal or state law does not require the Accountholder's consent. The Accountholder will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, the Accountholder notifies the TPA in writing that it does not consent.

Section 1.10 Termination of Agreement and Resignation.

The Accountholder may terminate this Agreement at any time by giving written notice to the TPA. The TPA may resign as Designated Representative and HSA Administrator any time effective thirty (30) days after it mails written notice of its resignation to the Accountholder. Upon receipt of that notice, the Accountholder must make arrangements with the Custodian to appoint a new Designated Representative and HSA Administrator. If the Custodian does not choose to assume the responsibilities of the TPA, and the Accountholder does not appoint a new Designated Representative and HSA Administrator acceptable to the Custodian, the Custodian may resign on the effective date of termination of this Agreement.

Section 1.11 Fees.

The Accountholder shall pay the TPA the administrative fees described in the Pricing Guide.

For Mutual Fund Investments: Please consult the HSA Custodial Agreement and Disclosure for information concerning fees, expenses and dividends on the Mutual Fund Investment Options. For Brokerage Sub-Account Investments: Please consult the Brokerage Agreement for information concerning fees and expenses relating to investments and trades made via the Brokerage Sub-Account. Your HSA funds may be held in a custodial deposit account at Truist Bank. While so deposited, the funds are FDIC-Insured to the extent provided by law. Securities, insurance and advisory products or services including mutual fund investments made through your Sweep Investment Sub-Account and investments in securities made through your Brokerage Sub-Account are: NOT A DEPOSIT • NOT FDIC-INSURED • NOT GUARANTEED BY A BANK • NOT INSURED BY STATE OR FEDERAL GOVERNMENT AGENCY • MAY GO DOWN IN VALUE.

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